

# STATE OF ALASKA INVITATION TO BID (ITB)



## PALMER AIRPORT AS NEEDED AVIATION FUELING SERVICES

ITB 2026-1000-0253

ISSUED 03/07/2026

**IMPORTANT NOTICE:** If you received this solicitation from the State of Alaska’s “Online Public Notice” web site, you must register with the procurement officer listed below if you desire to receive notification of subsequent amendments to the solicitation.

**BIDDER'S NOTICE:** By signature on this form, the bidder certifies that they comply with the following:

- (1) the bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence must be submitted with the bid:
  - a canceled check for the business license fee;
  - a copy of the business license application with a receipt date stamp from the State's business license office;
  - a receipt from the State’s business license office for the license fee;
  - a copy of the bidder’s valid business license;
  - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
  - the laws of the State of Alaska;
  - the applicable portion of the Federal Civil Rights Act of 1964;
  - the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
  - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
  - the bid will remain open and valid for at least 90 days;
  - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder’s current Alaska business license in order to receive the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default.

DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY & FIRE PROTECTION	_____
	COMPANY SUBMITTING BID
	_____
	AUTHORIZED SIGNATURE
PROCUREMENT OFFICER:  <b>MADelyn LOWE</b> PHONE: (907) 761-6357	_____
	PRINTED NAME
EMAIL: madelyn.lowe@alaska.gov	_____
	DATE

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## **SECTION 1. INTRODUCTION & INSTRUCTIONS**

### **SEC. 1.01 PURPOSE OF THE ITB**

The Department of Natural Resources, Division of Forestry & Fire Protection (DFFP), is soliciting bids for qualified contractors to provide aviation fuel supply and as needed fueling services in support of wildfire suppression, prepositioning, training, and other all-hazard aviation operations.

Services may include airport-based into-plane fueling as well as remote or mobile fueling at incident locations and other operational sites statewide. Contracts awarded under this ITB will be non-exclusive, multi-award, and utilized on an as-needed basis. The State does not guarantee any minimum purchase quantity or level of use.

The intent of this solicitation is to establish multiple contracts to ensure operational readiness, redundancy, and timely response during periods of fluctuating aviation activity, including high fire danger conditions.

### **SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS**

Bids must be received no later than **2:00 PM** Alaska Time on **MARCH 31, 2026**, at which time they will be publicly opened. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

### **SEC. 1.03 PRIOR EXPERIENCE**

No specific minimums have been set for this ITB.

### **SEC. 1.04 REQUIRED REVIEW**

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of bids. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

### **SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS**

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

Procurement Officer: **MADelyn F. LOWE**  
Phone: **(907) 761-6357**  
Email: **madelyn.lowe@alaska.gov**

**SEC. 1.06 SITE INSPECTION**

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions, and specifications of this ITB. The site may be inspected by contacting **ANDY JONES** at **907-351-2734**.

This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this ITB or the terms, conditions, and specifications of this ITB. Any questions potential bidders have must be directed to the procurement officer as required in Section 1.05.

**SEC. 1.07 ASSISTANCE TO BIDDERS WITH A DISABILITY**

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the Procurement Officer no later than ten days prior to the closing of the bid to make any necessary arrangements.

**SEC. 1.08 RETURN INSTRUCTIONS**

If submitting a bid via email, the Bid Schedule must be saved as a PDF document and emailed to **madelyn.lowe@alaska.gov**. The PDF document must be clearly labeled such as "Vendor A – Bid Schedule.pdf" (Vendor A is the name of the bidder). The email must contain the ITB number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the State is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy bid, if you are emailing your bid, the State recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of bid.

If submitting bids using U.S. mail, or delivery service, bidders must submit one hard copy of their bid, in writing, to the Procurement Officer in a sealed package. The sealed bid package must be addressed as follows:

Department of Natural Resources  
Division of Forestry & Fire Protection  
Attention: **MADELYN F. LOWE**  
Invitation to Bid (ITB) Number: **2026-1000-0253**  
ITB Title: Palmer Airport As Needed Aviation Fueling Services  
101 Airport Road  
Palmer, Alaska 99645

It is the bidder's responsibility to contact the issuing agency at **1 (907) 761-6357** or **madelyn.lowe@alaska.gov** to confirm that the bid has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

**SEC. 1.09 AMENDMENTS TO BIDS**

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

**SEC. 1.10 AMENDMENTS TO THE ITB**

If an amendment is issued before the deadline for receipt of bids, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the OPN.

**SEC. 1.11 ITB SCHEDULE**

The ITB schedule below represents the State of Alaska’s best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Standard Time (AST).

ACTIVITY	TIME	DATE
Issue Date / ITB Released	N/A	03/07/2026
Deadline for Questions	2:00 PM	03/25/2026
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	03/31/2026
Bid Evaluations Complete	Week of	03/31/2026
Notice of Intent to Award	Week of	03/31/2026
Contract Issued	Week of	04/06/2026

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Natural Resources, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

**SEC. 1.12 ALTERNATE BIDS**

Bidders may only submit one bid for evaluation. In accordance with 2 AAC 12.830 alternate bids (bids that offer something different than what is asked for) will be rejected.

**SEC. 1.13 SUPPORTING INFORMATION**

Provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, may cause the state to consider the offer non-responsive and reject the bid.

**SEC. 1.14 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER**

To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB, and which must be complied with at risk of bid rejection for non-responsiveness.

## SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION

### SEC. 2.01 PURPOSE & OVERVIEW

The Department of Natural Resources, Division of Forestry & Fire Protection (DFFP), requires as-needed into-plane fueling services for State and cooperating aircraft operating from the DFFP facility at the Palmer Airport, Palmer, Alaska.

The Contractor shall provide aviation turbine fuel (Jet A) and aviation gasoline (AvGas 100LL), refueling equipment, qualified personnel, and all associated support necessary to safely deliver fuel into the wings or single-point fueling ports of aircraft in support of wildfire suppression and related aviation operations.

This contract is intended to:

1. Ensure safe, timely, and reliable into-plane fueling for State aircraft during fire season and other operational periods designated by DFFP.
2. Provide an as-needed, on-call service model, without a guaranteed daily availability payment for days when the State does not require service.
3. Support multiple awards, allowing the State to order fueling services from one or more contractors as operational needs dictate.

### SEC. 2.02 FUEL SPECIFICATIONS

#### (A) JET A FUEL

Jet A fuel shall meet or exceed ASTM D1655 – Standard Specification for Aviation Turbine Fuels.

#### (B) AVGAS 100LL

AvGas 100LL shall meet or exceed ASTM D910 – Standard Specification for Aviation Gasolines for Grade 100LL.

#### (C) CONTRACTOR-FURNISHED FUEL

All Jet A and AvGas 100LL provided under this contract shall be Contractor-furnished. Stationary bulk fuel storage will not be allowed on the DFFP site and bulk fuel shall not be stored in above-ground tanks at the DFFP Palmer facility.

The Contractor shall maintain sufficient inventory and supply arrangements to support anticipated peak operational demand at Palmer. The Contractor shall notify the State immediately if inventory levels or supply disruptions may impact the Contractor's ability to meet required response times.

**SEC. 2.03 SCOPE OF SERVICES – INTO-PLANE FUELING****(A) GENERAL**

The Contractor is responsible for all operations associated with receiving, handling, and dispensing fuel from Contractor fuel trucks to State aircraft at the DFFP Palmer facility.

Typical aircraft may include, but are not limited to: BAE RJ85/146; Conair 580, Q400 and similar large airtankers; Canadair CL-215/415 and scooper aircraft; Lockheed C-130; Shorts 330; Casa 212; Pilatus PC-7; Aero Commander 500; De Havilland DHC-2 and DHC-6; Bell helicopter series (205, 206, 212, 214, 412); AS350 series; UH-60 series; and other fixed-wing or rotary-wing aircraft used in wildland fire operations.

**(B) PERFORMANCE PERIOD AND ORDERING****(B.1) PERIOD OF USE**

This contract is intended to support aviation fueling operations at the DFFP Palmer facility on an as-needed basis throughout the year.

Demand for fueling services is typically highest during the wildland fire season, which historically occurs between May 1 and August 15. During this period, aircraft operations may require rapid response fueling to support wildfire suppression activities.

Outside of the primary fire season, State aircraft continue to operate year-round for training, transportation, and other aviation missions. Fueling requests outside the fire season are typically intermittent but may occur at any time during the contract period.

**(B.2) OPERATION PERIODS**

For the purposes of response time requirements, the following operational periods apply:

- Fire Season Operational Period  
Approximately April 15 through August 15. During this period the Contractor shall maintain on-call availability to support wildfire aviation operations.
- Non-Fire Season Operational Period  
August 16 through April 14. During this period the Contractor is not required to maintain on-call availability to support wildfire operations.

**(B.3) AS-NEEDED, ON-CALL AVAILABILITY**

- The Contractor is not required to be physically present on base at all times.
- The Contractor shall respond to specific refueling requests placed by the designated State representative (or their designee) by phone, radio, or other agreed method.
- When requested to report to base, the Contractor shall arrive and be ready to fuel within the required response time in section C.2.

**(B.4) MULTIPLE AWARDS / ORDERING AMONG CONTRACTORS**

The State may award more than one contract under this ITB. Issuance of specific fueling orders, call-outs, or operational support requests among multiple contractors will be at the sole discretion of the State, based on availability, operational needs, and performance history. No minimum volume or number of call-outs is guaranteed to any Contractor.

**SEC. 2.04 CONTRACT PERFORMANCE & AVAILABILITY****(A) HOURS OF OPERATION**

Aircraft operations at Palmer vary with mission needs. Typical flight activity occurs between **0800 and 2200** local time, but 24-hour operations may occur during periods of high fire activity.

**(B) RESPONSE TIME**

At all times, the Contractor shall complete refueling of light aircraft (excluding defueling operations) within **twenty-five (25) minutes** of connecting the fueling equipment, unless safety, aircraft limitations, or other operational constraints require additional time.

**(B.1) FIRE SEASON RESPONSE TIME**

During the seasonal period of use, when the Contractor is “on call” and within their declared normal operating window, the Contractor shall report to the DFFP Palmer facility and begin refueling operations within **twenty (20) minutes** of the State’s request for fueling or aircraft engine shutdown, whichever occurs later.

**(B.2) NON-FIRE SEASON RESPONSE TIME**

During the Non-Fire Season Operational Period, the Contractor shall report to the DFFP Palmer facility within **forty (40) minutes** of the State’s request for fueling.

If the Contractor is already on site when an aircraft arrives, the Contractor shall begin refueling operations within **twenty (20) minutes** of aircraft engine shutdown.

**(B.3) FAILURE TO RESPOND OR REPEATED DECLINATION OF SERVICE**

If the Contractor fails to respond to a service request within the response times specified in this section, or repeatedly declines service requests without reasonable cause, the State may determine that the Contractor is unavailable for operational use. In such cases, the State may contact another contractor to perform the services and may discontinue requesting services from the non-responsive Contractor.

**(C) STANDBY / OPERATIONAL SUPPORT ON SITE****(C.1) ON-SITE STANDBY AT STATE REQUEST**

When the State anticipates frequent aircraft turns (e.g., “turn and burn” airtanker cycles, scooper operations, or mixed rotary- and fixed-wing activity), the State may request the Contractor to remain physically on site for a defined period to support continuous operations. Such requests may extend across multiple consecutive days as operational needs require.

- The State will specify the anticipated standby window (e.g., 1300–2000).
- Compensation for such on-site standby shall be in accordance with the Operational Support Rate described in Section (K.4).

**(C.2) NO IMPLIED DAILY STANDBY**

This contract does not require the Contractor to remain on site unless specifically directed by the State. The Operational Support Rate described in Section (K.4) applies only when the State directs the Contractor to remain on site to support aircraft operations.

**(D) DEFUELING**

On occasion, aircraft may require defueling. Defueling shall be conducted only under the direction of the designated State representative, and in strict accordance with applicable safety and environmental requirements. Applicable rates shall be as set forth in Sec. 2.15(q)(iii)–(iv), or as otherwise provided in the bid schedule.

**SEC. 2.05 EQUIPMENT REQUIREMENTS****(A) REFUELER EQUIPMENT**

Bidders shall identify the refueling equipment available to support services under this contract. At a minimum, bidders shall provide:

- Number of refueling trucks available
- Fuel type carried (Jet A and/or AvGas)
- Tank capacity of each refueler
- Pump flow capacity (if known)

The State may consider available equipment and operational capability when determining which contractor to contact for fueling requests.

Equipment may be new or used, but must:

- Have been originally designed and manufactured for aircraft refueling,
- Have been manufactured no earlier than **1980**, and
- Meet all applicable Federal, State, local, and industry standards.

**(B) TECHNICAL STANDARDS (INCORPORATED BY REFERENCE)**

Refueling equipment and operations shall conform to all the following, as amended:

- **ATA 103** – Jet Fuel Quality Control and Operating Procedures for Airport Fueling Systems
- **NFPA 407** – Standard for Aircraft Fuel Servicing
- **NFPA 385** – Standard for Tank Vehicles for Flammable and Combustible Liquids
- U.S. Department of the Interior Aviation Fuel Handling Handbook (351 DM)
- All applicable **EPA, DOT, OSHA, TSA, FAA, DEC**, and local requirements.

Detailed technical requirements for filter/separator systems, hoses, nozzles, tanks, meters, electrical systems, chassis and brakes, lighting, spark arrestors, grounding and bonding, signage and placarding, and related systems are governed by the standards referenced above and all applicable federal, state, and local regulations.

**(C) EQUIPMENT LISTING AND INSPECTIONS****(C.1) EQUIPMENT IDENTIFICATION**

With the bid, the Bidder shall provide a list of refueling equipment proposed for use under the contract.

At a minimum, the list shall include:

- Refueler make and model
- Fuel type carried (Jet A or AvGas)
- Tank capacity
- Meter type and certification status

**(C.2) EQUIPMENT READINESS**

Prior to the start of each period of performance, the Contractor shall certify that all refueling equipment meets the technical standards identified in Section (D.2) and is in safe operating condition.

**(C.3) STATE VERIFICATION**

The State reserves the right to visually verify refueling equipment prior to the start of operations or at any time during contract performance to ensure equipment appears safe and suitable for aircraft fueling operations.

**(C.4) CORRECTION OF DISCREPANCIES**

Equipment with safety deficiencies shall not be used for contract operations until the deficiencies are corrected at the Contractor's expense.

**SEC. 2.06 QUALITY ASSURANCE & TESTING****(A) GENERAL**

The Contractor shall establish and maintain a written quality assurance program for fuel handling and aircraft servicing. At a minimum, this program shall meet the requirements of ATA 103, NFPA 407, NFPA 385, and the U.S. Department of the Interior Aviation Fuel Handling Handbook (351 DM).

**(B) DAILY / WEEKLY / MONTHLY CHECKS**

The Contractor shall perform, document, and retain:

- Daily sump checks for water and particulate;
- Daily inspection of hoses, nozzles, grounding systems, meters, and safety equipment;
- Routine Aqua-Glo and gravimetric testing consistent with ATA 103 and the DOI Aviation Fuel Handling Handbook (351 DM);
- Monthly electrical continuity checks, hose pressure checks, and trend analysis of lab results.

The State may require more frequent testing if performance or fuel quality issues are suspected.

**(C) RECORDS**

All quality control tests and inspections shall be recorded on forms equivalent to **OAS-AR-96** or another format approved by the State. Records shall be:

- Kept with the refueler or at the fueling location,
- Made available to the State upon request, and
- Submitted to the State at the end of each seasonal performance period.

**SEC. 2.07 PERSONNEL QUALIFICATIONS & TRAINING****(A) QUALIFICATIONS**

All refueling personnel must:

1. Have at least three (3) years of aircraft refueling experience, or
2. Hold at least an FAA Private Pilot license, or
3. Hold NWCG aircraft ramp/retardant qualifications,

and must be trained in:

- Fuel handling;
- Spill prevention, response, and reporting;
- Fire prevention and fire extinguisher use;
- Quality control sampling and testing;
- Defueling and bulk fuel handling procedures.

Refueling personnel operating fuel trucks on public roadways must maintain the appropriate State of Alaska Commercial Driver's License (CDL) and required endorsements, if applicable.

**(B) TRAINING PROGRAM**

The Contractor shall maintain a written **training and refresher program** covering:

- Over-wing and single-point fueling procedures;
- Emergency procedures (spills, fires, equipment failure);
- Quality control sampling;
- Aircraft defueling and transfer procedures;
- Safety, PPE, and housekeeping requirements.

Documented hands-on training and a successful operational and knowledge check shall be required before any operator is permitted to fuel or defuel aircraft under this contract.

Training documentation shall be maintained by the Contractor and made available to the State upon request.

**(C) SAFETY REQUIREMENTS**

The Contractor shall comply with **all** applicable fire, accident prevention, and safety regulations, including, but not limited to:

- No smoking or open flames within 50 feet of fueling operations;
- Proper use and placement of fire extinguishers;
- Grounding and bonding procedures for all fueling operations;
- Restrictions on fueling under certain hazardous conditions (e.g., thunderstorms, engines running, passengers on board, active external power or battery charging, etc.);
- Minimum separation distances between refuelers, structures, and vent openings;
- Safe positioning and chocking of refuelers.

Additional safety procedures shall comply with ATA 103, NFPA 407, and the U.S. Department of the Interior Aviation Fuel Handling Handbook (351 DM).

**SEC. 2.08 CONTRACTOR RESPONSIBILITIES**

The Contractor shall, at their own expense:

- Obtain all required licenses, permits, and airport access credentials for personnel and equipment.
- Comply with all federal, state, borough, and municipal laws, codes, and regulations.
- Provide competent on-site supervision when performing refueling operations.
- Protect State and third-party property from damage and promptly repair or reimburse for damage caused by Contractor negligence.
- Maintain control and security of Contractor-owned equipment and any State-furnished property in their care.
- Ensure contractor personnel conduct themselves professionally and cooperate with State personnel. Personnel who are unsafe, disruptive, or ineffective shall be replaced at the State's request.

**SEC. 2.09 SPILL PREVENTION & CLEAN-UP**

The Contractor shall take all measures required by law to prevent petroleum, oil, and lubricant (POL) spills. In the event of any spill:

- The Contractor is responsible for immediate containment, clean-up, reporting to DEC and USCG as required, and proper disposal.
- If the Contractor fails or refuses to act promptly, the State may take corrective action and charge the Contractor for all costs, including fines and penalties.
- Damage or contamination to State property (buildings, pavement, soil, vegetation, etc.) caused by the Contractor shall be repaired or replaced at no cost to the State.

**SEC. 2.10 REPORTING, INSPECTIONS, AND REMOVAL OF EQUIPMENT**

- Prior to the start of each period of performance, the Contractor shall ensure all refueling equipment is operational and compliant with the technical standards identified in this contract. The State reserves the right to visually verify equipment readiness prior to operations or at any time during contract performance.
- Winter storage of Contractor equipment is not available at the DFFP Palmer facility; the Contractor is responsible for removal and off-season storage.
- State personnel are not authorized to operate Contractor refuelers.

**SEC. 2.11 FUEL ACCOUNTING, TICKETS, AND INVOICING****(A) FUEL MEASUREMENT AND DOCUMENTATION**

Fuel will be measured in **gallons pumped into aircraft** and documented on:

- A fuel ticket printed from the Contractor's fuel ticket printer (or handwritten if the printer is unavailable), showing date, aircraft, fuel type, and gallons delivered; and
- An OAS-59 Fuel and Oil Issue Record or State-approved equivalent, signed by both the pilot and the fueler.

**(B) DAILY RECONCILIATION**

The Contractor shall maintain daily reconciliation of:

- Fuel received, issued, and on-hand,
- Meter readings (register and totalizer), and
- Fuel tickets and OAS-59s.

**SEC. 2.12 PRICING AND COMPENSATION****(A) FUEL COST REIMBURSEMENT**

The State will reimburse the Contractor for the **actual invoice cost of fuel** (Jet A and AvGas 100LL) delivered and pumped into State aircraft, as verified by:

- Supplier invoices from the wholesale fuel jobber to the contract holder, and
- Fuel tickets / OAS-59 records.

**(B) PER-GALLON INTO-PLANE SERVICE FEE**

Bidders shall offer a **firm per-gallon service fee** for:

- Jet A into-plane fueling, and
- AvGas 100LL into-plane fueling,

This fee will cover all costs associated with receiving, handling, transporting, and dispensing fuel into aircraft at the DFFP Palmer facility, including labor, equipment, mobilization/demobilization within the Matanuska Susitna Borough, overhead, profit, and all general and administrative costs.

This per-gallon service fee shall remain **firm for the initial contract term**, subject to any approved rate adjustments as specified in the contract.

**(C) AFTER-HOURS CALL-OUT FEE**

Bidders may offer a **flat after-hours call-out fee** applicable when:

- The State requests fueling outside of the Contractor's declared normal operating hours established in the bid, and
- The Contractor is not already on site performing services under this contract.

The call-out fee, if used, is in addition to the per-gallon service fee.

**(D) OPERATIONAL SUPPORT RATE (ON-SITE STANDBY AT STATE REQUEST)**

When operational tempo requires continuous aircraft fueling support, the State may request the Contractor remain on site at the DFFP Palmer facility to support ongoing aircraft operations.

When directed by the State's designated representative to provide on-site operational support, the Contractor will be compensated at a fixed rate of **\$2,000 per day**.

A day is defined as a calendar day during which the Contractor is directed by the State to remain on site to support aircraft fueling operations. The operational support rate will not be applied more than once within the same calendar day regardless of the number of hours the Contractor remains on site.

The operational support rate:

1. Applies only when explicitly directed by the State's designated representative.
2. Covers the Contractor's personnel, equipment, and readiness to provide fueling services during the operational period.
3. Replaces the per-gallon fueling service fee for that operational day. Fuel costs will still be reimbursed at actual cost as provided in this contract.
4. Shall not be billed concurrently with services provided to non-State customers using the same personnel and equipment.

The State reserves the right to determine when operational support is required and may revert to standard on-call fueling service at any time.

**(E) HISTORICAL FUEL USAGE (FOR INFORMATIONAL PURPOSES ONLY)**

Historical fueling data at the DFFP Palmer facility indicates that the combined average annual volume of Jet A and AvGas dispensed to State aircraft between 2020 and 2024 was approximately **45,000 gallons per fire season**.

This information is provided for informational purposes only to assist bidders in estimating potential service levels. Actual fuel demand may vary significantly depending on wildfire activity, aircraft assignments, and operational needs.

**(F) NO GUARANTEED MINIMUM VOLUME**

The State does not guarantee:

- A minimum or maximum number of call-outs,
- A minimum number of gallons, or
- A minimum number of hours of operational support.

Payment will be made only for fuel actually pumped into State aircraft, applicable call-out charges, and any authorized operational support hours.

**(G) EXAMPLES****(G.1) EXAMPLE 1 – STANDARD ON-CALL FUELING**

The State requests fueling for two aircraft during normal operating hours. The Contractor responds to the call and fuels:

- Aircraft 1: 2,000 gallons Jet A
- Aircraft 2: 1,500 gallons Jet A

Total fuel delivered: 3,500 gallons

Compensation would include:

- Actual cost of fuel (per supplier invoice) for 3,500 gallons
- Per-gallon Jet A into-plane service fee applied to 3,500 gallons

No call-out fee applies because the request occurred during normal operating hours. No operational support rate applies because the Contractor was not directed to remain on site.

**(G.2) EXAMPLE 2 – AFTER-HOURS CALL-OUT**

The State requests fueling at 23:30, outside the Contractor's declared normal operating hours. The Contractor responds and fuels:

- Aircraft: 1,200 gallons Jet A

Compensation would include:

- Actual cost of fuel for 1,200 gallons
- Per-gallon Jet A service fee applied to 1,200 gallons
- After-hours call-out fee

The operational support rate does not apply because the Contractor was not directed to remain on site for extended operations.

**(G.3) EXAMPLE 3 – OPERATIONAL SUPPORT (DAILY RATE APPLIED)**

Due to high fire activity, the State directs the Contractor to remain on site from 0800 to 2000 to support multiple aircraft turns.

During that period the Contractor fuels:

- Airtanker 1: 2,800 gallons Jet A
- Airtanker 2: 2,600 gallons Jet A
- Helicopter: 450 gallons Jet A

Total fuel delivered: 5,850 gallons

Compensation would include:

- Actual cost of fuel for 5,850 gallons
- Operational support rate of \$2,000 for the day

The per-gallon service fee does not apply because the operational support rate replaces the service fee for that operational day.

**SEC. 2.13 DAMAGES, LOSS, AND MISCELLANEOUS CHARGES****(A) DELAY OR NON-RESPONSE**

If the Contractor fails to respond to a fueling request within the required twenty (20) minute response time, or otherwise fails to provide services when requested, the State may immediately obtain services from another contractor or vendor.

**(B) DAMAGE TO STATE PROPERTY**

The Contractor shall be responsible for any damage to State property caused by the Contractor, its employees, or its equipment during the performance of this contract. This includes, but is not limited to, damage to aircraft ramps, pavement, buildings, equipment, or other State-owned or State-leased facilities. The Contractor shall repair or reimburse the State for such damage to the satisfaction of the State.

**(C) DAMAGE TO CONTRACTOR PROPERTY DUE TO STATE NEGLIGENCE**

If Contractor-owned property is lost, stolen, damaged, or destroyed as a result of the State's negligence, the Contractor may submit a written claim to the Procurement Officer. The claim must fully document the occurrence, extent of damage, and provide supporting documentation of repair or replacement costs. Claims must be submitted within forty-eight (48) hours after discovery of the damage.

**(D) MISCELLANEOUS CHARGES**

Any goods or services furnished by the State on behalf of the Contractor may be deducted from amounts due under the contract unless otherwise agreed to in writing by the Procurement Officer.

**(E) HOUSEKEEPING AND RAMP CLEANLINESS**

The Contractor shall maintain all areas used in performance of this contract in a clean and orderly condition. Refueling areas, equipment parking locations, and any storage areas used by the Contractor shall be kept free of debris, fuel residue, and other fire hazards. Waste materials shall be disposed of in accordance with applicable federal, state, and local regulations.

**(F) RECOVERY OF COSTS**

If the Contractor is responsible for damages, excess procurement costs, or other charges under this contract, the State may recover such costs through invoicing, payment offset, or other remedies available under applicable law and procurement regulations.

**SEC. 2.14 CONTRACT TERM**

The length of the contract will be from the date of award, approximately **April 15, 2026**, through **October 15, 2031**, with the option to renew for **one** additional **five (5) year** term under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

**SEC. 2.15 CONTRACT TYPE**

This contract is a firm fixed price contract.

**SEC. 2.16 PAYMENT FOR STATE PURCHASES**

No payment will be made until the contract is approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

**SEC. 2.17 ELECTRONIC PAYMENTS**

The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). Bidders may review information concerning the EFT process and access the [Electronic Payment Agreement Form for Vendors](https://doa.alaska.gov/dof/vendor.html) at the following link: <https://doa.alaska.gov/dof/vendor.html>. Method of payment is not a factor in the State's determination for award.

Any single contract payments of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

**SEC. 2.18 CONTRACT ADMINISTRATION**

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Natural Resources, Division of Forestry & Fire Protection.

**SEC. 2.19 CONTRACT PERFORMANCE LOCATION**

The location(s) the work is to be performed, completed, and managed is the Palmer Municipal Airport at 101 Airport Road in Palmer Alaska.

The state WILL NOT provide workspace for the contractor. The contractor must provide its own workspace.

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive or cancel the contract.

**SEC. 2.20 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED**

Because of the additional administrative and accounting time required of the state when third party financing agreements are permitted, they will not be allowed under this contract.

**SEC. 2.21 SUBCONTRACTORS**

Subcontractors will not be allowed.

**SEC. 2.22 JOINT VENTURES**

Joint ventures will not be allowed.

**SEC. 2.23 RIGHT TO INSPECT PLACE OF BUSINESS**

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

**SEC. 2.24 REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for providing all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

**SEC. 2.25 EQUIPMENT INSPECTION**

Equipment offered (including for lease) may be subject to inspection and approval by the state prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

**SEC. 2.26 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the state will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured required state approvals necessary and issued a written contract amendment.

**SEC. 2.27 CONTINUING OBLIGATION OF CONTRACTOR**

Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

**SEC. 2.28 BILLING INSTRUCTIONS**

All invoices produced by the contractor must contain the following information at a minimum:

1. CONTRACT NUMBER AND TITLE;
2. IDENTIFICATION OF BILLING PERIOD;
3. ITEMIZED LIST OF DELIVERABLES AND CHARGES FOR INVOICED PERIOD;
4. TOTAL AMOUNT BILLED;
5. DATE INVOICE SUBMITTED FOR PAYMENT;
6. ENTITY NAME, CONTACT INFORMATION, AND ALASKA VENDOR NUMBER.

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The state will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

**SEC. 2.29 ESTIMATED QUANTITIES**

The quantities referenced in this ITB are estimated requirements and may vary more or less from the quantities actually purchased. The State does not guarantee any minimum or maximum purchase. Orders will be issued throughout the contract period on an as-needed basis.

**SEC. 2.30 NONDISCLOSURE AND CONFIDENTIALITY**

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. “Reasonable care” means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor’s receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

## SEC. 2.31 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

## SEC. 2.32 INSURANCE

Without limiting the contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to contract approval and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

### Proof of insurance is required for the following:

- Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.
- Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

## SECTION 3. BID FORMAT AND CONTENT

### SEC. 3.01 BID FORMS

Bidders shall use the front page of this ITB, the Bid Submission Cover Sheet, and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

#### (A) BIDDER'S CERTIFICATION

By signature on the bid, the bidder certifies that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government and certifies that programs, services, and activities provided to the general public on behalf of the State under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, 28 CFR, Part 35, Subpart B 35.130;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

If any bidder fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the bid, terminate the contract, or consider the contractor in default.

### SEC. 3.02 CONFLICT OF INTEREST

Each bid shall include a statement indicating whether the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

### SEC. 3.03 PRICES

The bidder shall state prices in the units of issue on this ITB. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the state, the bidder may list such taxes separately, directly below the bid price for the affected item.

## SECTION 4. EVALUATION AND CONTRACTOR SELECTION

### SEC. 4.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness and responsibility. Bids deemed non-responsive or non-responsible will be eliminated from further consideration. An evaluation may not be based on discrimination due the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

### SEC. 4.02 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder and Alaska Veteran preferences are the most common preferences involved in the ITB process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

<https://oppm.doa.alaska.gov/policy-oversight/policy-resources/user-guide-matrixes/>

- Alaska Military Skills Program Preference – AS 36.30.321(l)
- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Bidders must attach a copy of their certification letter to the proposal. **A bidder's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

**SEC. 4.03 ALASKA BIDDER PREFERENCE**

An Alaska Bidder Preference of 5% will be applied to the total bid price. The preference will be given to a bidder who:

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

**Alaska Bidder Preference Certification Form**

To receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

**SEC. 4.04 ALASKA VETERAN PREFERENCE**

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the total bid price. The preference will be given to a bidder who qualifies under AS 36.30.990(2) as an Alaska Bidder and is a:

- a) sole proprietorship owned by an Alaska veteran;
- b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

**Alaska Veteran Preference Certification**

To receive the Alaska Veteran Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

**SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE**

An Alaska Military Skills Program Preference of 2%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and:

- a) Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- b) has an active partnership with an entity that employs an apprentice through a program described above.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

**(A) ALASKA MILITARY SKILLS PROGRAM PREFERENCE CERTIFICATION**

In order to receive the Alaska Military Skills Program Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

In addition, proof of graduation of the qualifying employee from an eligible program as described in AS 36.30.321(l) must be provided to the Procurement Officer at time of bid submission. Bidders must provide clarification or additional information requested by the Procurement Officer related to the preference not later than 5:00 PM Alaska Time one (1) business day following the date of the request. Failure to provide sufficient documentation will result in the bidder not receiving the Military Skills Program Preference.

**SEC. 4.06 USE OF LOCAL FOREST PRODUCTS**

In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

**SEC. 4.07 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE**

When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

**SEC. 4.08 ALASKA PRODUCT PREFERENCE**

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II, or Class III Alaska Product by the Department of Community & Economic Development (DCCED) may receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

When the bids are evaluated, the preference percentage will be deducted from the product price. If a bidder fails to specify the brand being offered, no preference will be given. For more information on the Alaska Product Preference and to see the list of products currently on the Alaska Product Preference List, use the following web link:

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx>

**(A) BRAND OFFERED**

If offering a product that qualifies for the Alaska Product Preference, the bidder must indicate the brand of product they intent to provide. If a bidder is not offering a product that qualifies for the Alaska Product Preference, the bidder does not need to indicate a product brand.

**(B) BRAND OF PRODUCT CHANGES**

During the course of the contract including all renewal options, a contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

If a bidder offers a product brand in the original bid that does not qualify for the Alaska Product Preference, a change in the product brand may be made at any time during the course of the contract, including all renewals, as long as the product band continues to meet the required specifications. A contract amendment is not required if the product brand originally offered did not qualify for the Alaska Product Preference.

**SEC. 4.09 EMPLOYMENT PROGRAM PREFERENCE**

If a bidder qualifies for the Alaska Bidder Preference and is offering goods or services through an employment program as defined under AS 36.30.990(12), an Employment Program Preference of 15% will be applied to the total bid price.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

**SEC. 4.10 ALASKANS WITH DISABILITIES PREFERENCE**

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

**SEC. 4.11 PREFERENCE QUALIFICATION LETTER**

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the state to disallow the preference.

**SEC. 4.12 EXTENSION OF PRICES**

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

**SEC. 4.13 METHOD OF AWARD**

All respondents to this ITB will be awarded a contract provided they meet the specifications, terms, and conditions of this ITB and provided they are determined responsive and responsible bidders.

(Note: if using this option, you must include a method of contractor selection comparable to Sec 4.13. See hidden notes posted below)

**SEC. 4.14 CONTRACTOR SELECTION PROCESS**

When more than one Contractor is awarded under this ITB, the State will determine which Contractor to contact for fueling services based on operational needs. Factors that may be considered include, but are not limited to:

- Contractor availability and response capability
- Type and capacity of refueling equipment available
- Operational requirements of the aircraft or mission
- Contractor past performance under this contract
- Ability to meet response time requirements

The State may contact one or more Contractors to determine availability. If a Contractor is unable to provide the requested services within the required response time, the State may contact another awarded Contractor.

Nothing in this contract guarantees that any Contractor will receive a minimum number of call-outs, fueling requests, or operational support assignments.

**SEC. 4.15 NOTICE OF INTENT TO AWARD**

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be sent to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement officer does so without a contract and at their own risk.

## SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 5.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the contractor.

### SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license,
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid,
- a canceled check for the Alaska business license fee,
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office, or
- a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

### SEC. 5.03 AUTHORITY

This ITB is written in accordance with AS 36.30 and 2 AAC 12.

**SEC. 5.04 COMPLIANCE**

In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

**SEC. 5.05 SUITABLE MATERIALS, ETC.**

Unless otherwise specified in this ITB, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model, or crop and of recent manufacture.

**SEC. 5.06 SPECIFICATIONS**

Unless otherwise specified in this ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

**SEC. 5.07 ITEM UPGRADES**

The state reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

**SEC. 5.08 WORKMANSHIP AND MATERIALS**

All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, maintenance, and inspections. Service, maintenance, and inspections that are improperly done will be redone, by the contractor, at the contractor's risk and expense.

**SEC. 5.09 CONTRACTOR SITE INSPECTION**

The state may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

**SEC. 5.10 ORDER DOCUMENTS**

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The state is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the state under this ITB. Unless otherwise specified in this ITB, the State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

## SEC. 5.11 HUMAN TRAFFICKING

By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause the state to reject the bid as non-responsive or cancel the contract.

## SEC. 5.12 RIGHT OF REJECTION

Bidders must comply with all the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all the material and substantial terms, conditions, and performance requirements of the ITB.

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counteroffer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other bidders,
- do not change the meaning or scope of the ITB,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or
- do not constitute a substantial reservation against a requirement or provision,

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it is determined to be in the state's best interest.

**A bid from a debarred or suspended bidder shall be rejected.**

## SEC. 5.13 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid.

**SEC. 5.14 DISCLOSURE OF BID CONTENTS**

This section governs the ownership, return, and disclosure of any offer or other record a bidder submits in response to this invitation to bid. (Herein, any reference to “Record” includes all such records and the offer; any reference to “Law” includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If, and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the bidder undertook the following protective measures:
  - a. marked information confidential;
  - b. for any information marked confidential, identified the authority that makes that specific information confidential; and
  - c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the bidder did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the bidder.
6. If the bidder undertook each protective measure, the State will withhold the information marked confidential to the following extent:
  - a. the State agrees that the Law protects the information; and
  - b. if the nondisclosure is challenged, the bidder fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify a bidder of a request for the Record and of a planned release if the bidder undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the bidder that it will disclose the information unless the bidder convinces the State not to or obtains an order prohibiting disclosure.

**SEC. 5.15 ASSIGNMENTS**

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Bids that are conditioned upon the state’s approval of an assignment will be rejected as non-responsive.

**SEC. 5.16 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)**

The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**SEC. 5.17 DEFAULT**

In case of default by the contractor, for any reason whatsoever, the state may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

**SEC. 5.18 DISPUTES**

If the contractor has a claim arising in connection with the contract that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632.

**SEC. 5.19 SEVERABILITY**

If any provision of the contract or agreement is found to be invalid or declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**SEC. 5.20 CONTRACT CANCELLATION**

- 1) The state reserves the right to cancel the contract at its convenience upon **30** calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.
- 2) By signature on their bid, the bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to reject the bid as non-responsive or cancel the contract.

**SEC. 5.21 GOVERNING LAW; FORUM SELECTION**

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by Section 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

## SEC. 5.22 QUALIFIED BIDDERS

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

## SEC. 5.23 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
  - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

**SEC. 5.24 PROTEST**

AS 36.30.560 provides that an interested party may protest the content of the ITB.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or bidder whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of bids.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If a bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a bid to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester,
- the signature of the protester or the protester's representative,
- identification of the contracting agency and the solicitation or contract at issue,
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents, and
- the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All bidders will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

## **SECTION 6. ATTACHMENTS**

- 1) Bid Schedule
- 2) Standard Contract Form for Non-Professional Goods & Services
- 3) Byrd Anti Lobbying Certification
- 4) Federal Debarment Certification

**SEC. 6.01 ATTACHMENT 1 – BID SCHEDULE**

This bid schedule is used to obtain pricing for into-plane fueling services at the DFFP Palmer facility. Pricing submitted in this schedule will be used solely for bid evaluation purposes.

The State intends to award contracts to all bidders determined to be responsive and responsible under this ITB. Contracts awarded under this solicitation will be used on an as-needed basis. Award of a contract does not guarantee that a Contractor will receive any minimum number of service requests, gallons pumped, operational support days, or after-hours call-outs.

When services are required, the State will determine which Contractor to contact based on operational needs, contractor availability, equipment capability, and past performance. Quantities shown in this bid schedule are estimates for evaluation purposes only. Actual quantities may vary depending on the operational needs of the State, and no minimum purchase or service level is guaranteed.

**(A) INTO-PLANE FUELING SERVICE FEES**

Bidders shall provide a firm per-gallon service fee for each fuel type. The Sub Total and Total Annual Cost columns are provided for convenience. If a discrepancy exists between the Service Fee (unit price per gallon) and the calculated Sub Total or Total Annual Cost, the Service Fee shall govern for purposes of bid evaluation.

YEAR	FUEL TYPE	SERVICE FEE	GALLONS	SUB TOTAL	TOTAL ANNUAL COST
ONE	JET A	\$ _____	X 45,000 =	\$ _____	
	AVGAS	\$ _____	X 1,000 =	\$ _____	\$ _____
TWO	JET A	\$ _____	X 45,000 =	\$ _____	
	AVGAS	\$ _____	X 1,000 =	\$ _____	\$ _____
THREE	JET A	\$ _____	X 45,000 =	\$ _____	
	AVGAS	\$ _____	X 1,000 =	\$ _____	\$ _____
FOUR	JET A	\$ _____	X 45,000 =	\$ _____	
	AVGAS	\$ _____	X 1,000 =	\$ _____	\$ _____
FIVE	JET A	\$ _____	X 45,000 =	\$ _____	
	AVGAS	\$ _____	X 1,000 =	\$ _____	\$ _____

For evaluation purposes, the State will calculate the estimated annual cost using the following formula:

Jet A Sub Total = Service Fee (\$/gallon) × 45,000 gallons

AvGas Sub Total = Service Fee (\$/gallon) × 1,000 gallons

Total Annual Cost = Jet A Sub Total + AvGas Sub Total

Fuel costs will be reimbursed separately at the Contractor’s actual supplier invoice cost for fuel delivered into State aircraft, as described in the contract. Reimbursement must be supported by supplier invoices and fuel delivery records. No markup or additional surcharges may be applied to fuel costs.

**(B) AFTER HOURS CALL OUT FEE**

DESCRIPTION	BIDDER RESPONSE
Normal Operating Hours (local time) <i>Fueling services are available without an after-hours call out fee.</i>	From _____ to _____
After-Hours Call Out Fee (per occurrence) <i>Applies when services are requested outside of normal operating hours.</i>	\$ _____

The after-hours call-out fee applies only when the State requests fueling services outside the normal operating hours identified by the bidder above and the Contractor is not already on site performing services under this contract. This fee may be charged only once per response event regardless of the number of aircraft serviced during that response.

**(C) PREFERENCES & CERTIFICATIONS**

Answering “No” to any of the certifications in items E.2 through E.5, or failing to respond to these items, will result in the bid being considered non-responsive.

DESCRIPTION		BIDDER RESPONSE
<b>C.1</b>	Does the Bidder certify it qualifies for and is claiming the Alaska Bidder Preference pursuant to AS 36.30.321 and AS 36.30.990	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>C.2</b>	Does the Bidder certify that it will maintain the equipment, personnel, and operational capability necessary to provide on-call fueling services and meet the response time requirements specified in this solicitation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>C.3</b>	Does the Bidder certify that it owns, leases, or otherwise has secured access to the refueling equipment necessary to perform services under this contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>C.4</b>	Does the Bidder certify that all fueling operations and equipment used under this contract will comply with the applicable standards referenced in this solicitation, including ATA 103, NFPA 407, and the U.S. Department of the Interior Aviation Fuel Handling Handbook?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>C.5</b>	Does the Bidder certify that personnel performing fueling services under this contract will be properly trained and qualified in aircraft fueling operations and fuel quality control procedures?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**(D) OPERATIONAL SUPPORT RATE**

The Operational Support Rate for on-site standby at the request of DFFP is established at **\$2000** per day and is not subject to bidder pricing. This rate replaces the per-gallon service fee for the operational day as described in Section (K.4).

**(E) PRICING INFORMATION**

Pricing provided in this bid schedule will be used for administrative purposes only. The State intends to award contracts to all responsive and responsible bidders. Pricing will not be used to establish a ranking or order of contractor selection.

Actual payments under the contract will be based only on services performed in accordance with the contract terms.

**(F) BIDDER INFORMATION & CERTIFICATION**

By signing below, the authorized representative certifies that the bidder has examined this solicitation and understands the requirements of the State. The bidder agrees to provide the services described in accordance with the solicitation and any resulting contract. The signer certifies that the information contained in this bid is true, accurate and complete and that they are authorized to bind the bidder to the terms, conditions, pricing, and certifications contained herein. Pricing submitted in this bid shall remain firm and valid for a period of ninety (90) days from the bid due date.

<b>F.1</b>	<i>Company Name:</i>
<b>F.2</b>	<i>Alaska Business License No.:</i>
<b>F.3</b>	<i>Physical Address:</i>
<b>F.4</b>	<i>Mailing Address:</i>
<b>F.5</b>	<i>Phone Number:</i>
<b>F.6</b>	<i>Email Address:</i>
<b>F.7</b>	<i>Authorized Representative Name:</i>
<b>F.8</b>	<i>Authorized Representative Signature:</i>
<b>F.9</b>	<i>Date Bid Scheduled Signed:</i>

STATE OF ALASKA					
STANDARD CONTRACT FORM			GOODS AND NON-PROFESSIONAL SERVICES		
The parties' contract comprises this Standard Contract Form as well as its referenced Articles and their associated Appendices					
1.Contract #		2.Contract Title			
3.VSS Vendor #		4.IRIS Transaction ID #		5.AK Business License #	
<b>This contract is between the State of Alaska,</b>					
6.Department of		7.Division		hereafter the State, and	
8.Contractor				hereafter the Contractor	
9.Mailing Address: Street or P.O. Box					
City		State		Zip Code+4	
Point of Contact:			Email Address		
10.					
<p><b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Contract</b></p> <p>2.1: Appendix A (General Conditions), Items 1 through 20, govern contract performance.</p> <p>2.2: Appendix B sets forth the indemnification and insurance provisions of this contract.</p> <p>2.3: Appendix C sets forth the scope of work/services to be performed by the Contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> The Period of Performance for this contract begins on ?????????? and ends on ??????????. There are ??? renewal options available under this contract to be exercised solely by the state.</p> <p><b>ARTICLE 4. Consideration:</b></p> <p>4.1: In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed: \$???????????? in accordance with the provisions of Appendix D.</p> <p>4.2: When billing the State, the Contractor shall refer to the Agency Contract Number and send the billing to:</p>					
11.Department of		Attn:		Division of	
Mailing Address: Street of P.O. Box					
City		State		Zip Code+4	
Point of Contact			Email Address		
<b>12. CONTRACTOR</b>			<b>13. CONTRACTING AGENCY</b>		
Name of Firm:			Department		Division
Signature of Authorized Representative			Signature of Procurement Officer		
Printed or Typed Name of Authorized Representative			Printed or Typed Name of Procurement Officer		
Date			Date		

**NOTICE!** This contract has no effect until signed by the head of the contracting agency, procurement officer or designee.

## APPENDIX A GENERAL CONDITIONS

### 1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all the Contractor's facilities and activities under this contract. The Contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

### 2. Suitable Materials, etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused, and of the latest edition, version, model, or crop and of recent manufacture.

### 3. Disputes:

If the Contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620-AS 36.30.632

### 4. Default:

In case of default by the Contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the Contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

### 5. No Assignment or Delegation:

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

### 6. Contract Disclosure:

Except as otherwise protected by law, this contract and any amendment is a public record subject to disclosure under, for example, the Alaska Public Records Act. The contractor does not assert that any information in the contract is protected under federal or State of Alaska law.

### 7. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

### 8. Independent Contractor:

The Contractor and any agents and employees of the Contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

### 9. Payment of Taxes:

As a condition of performance of this contract, the Contractor shall pay all federal, State, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

### 10. Compliance:

In the performance of this contract, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

### 11. Conflicting Provisions:

Unless specifically amended and approved by the State of Alaska, Department of Law, the terms of this contract supersede any provisions the Contractor may seek to add. The Contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The Contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the Contractor for acts of Contractor negligence, are expressly superseded by this contract and are void.

### 12. Officials Not to Benefit:

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

### 13. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

**14. Contract Funding:**

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

**15. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**16. Contract Extension:**

Unless otherwise provided, the State and the Contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

**17. Severability:**

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**18. Continuing Obligation of Contractor:**

Notwithstanding the expiration date of this contract, the Contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

**19. Termination.**

- a. The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the Contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

**20. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
CERTIFIED BY: (type or print)

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)



**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.