

<p style="text-align: center;"><b>Invitation to Bid (ITB)</b></p> <p>Questions will be received until 5:00pm Alaska Time on 05/29/2026</p> <p>Quotations will be received until 5:00pm Alaska Time on 06/05/2026</p> <p>ITB No.: <u>AAC-ITB-26-0001</u></p>	<p style="text-align: center;"><b>Alaska Aerospace Corporation (AAC)</b></p> <p>4300 B Street, Suite 605</p> <p>Anchorage, AK 99503</p>
Page 1 of 5 Date: <u>05/14/2026</u>	

**VENDOR NOTICE (This is NOT a Purchase Order)**

This is an informal quotation that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Please submit the quotation by the indicated date above to the Contract Manager identified in this ITB.

<b>DELIVERY LOCATION:</b> Pacific Spaceport Complex – Alaska (PSCA)	<b>BUYER/Contract Manager:</b> Duffy Goodner, <a href="mailto:duffy.goodner.ctr@akaerospace.gov">duffy.goodner.ctr@akaerospace.gov</a>
---	---

**VENDOR QUOTATION**

Item	Description of Supply or Service	Qty	Unit	Unit Price	Extended Price
	Genie SX-125, 2.9 Liter Turbo Diesel - w/ Cold Weather Kit and Hostile Environment Kit	1	1		

**THIS SECTION MUST BE COMPLETED BY VENDOR**

Delivery shall be made \_\_\_\_\_ calendar days after receipt of order.

Payment Terms: \_\_\_\_\_

Company Name	Address	City	State	ZIP Code	Phone Number

Alaska Business License No.	Vendor Tax I.D. No.	<p>Do you qualify for the Alaska Bidders' Preference?</p> <p>[ ] Yes      [ ] No</p>
-----------------------------	---------------------	--

<p>_____</p> <p>Typed Name</p>	<p>_____</p> <p>Title</p>
--------------------------------	---------------------------

<p>_____</p> <p>Signature</p>	<p>_____</p> <p>Date</p>
-------------------------------	--------------------------

## **INSTRUCTIONS TO BIDDERS TERMS AND CONDITIONS**

**1. INVITATION TO BID (ITB) REVIEW:** Offerors shall carefully review this ITB for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the Contract Manager before the date and time set for the deadline for questions. This will allow time for an amendment to be issued if one is required. It will also help prevent the submission of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the Contract Manager listed on the front of this ITB.

**2. QUOTATION FORMS:** Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.

**3. SUBMISSION:** Quotations shall be signed where applicable and received by the Contract Manager no later than as indicated.

**4. QUOTE REJECTION:** AAC reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.

### **5. PRICING ERRORS AND WITHDRAWALS**

- **Pricing Discrepancies:** If there is a mathematical error in the total price, the unit price will be the binding figure. For lot bids, the total lot price will take precedence.
- **No Withdrawal:** The vendor is responsible for the accuracy of their quote. Any errors or negligence in preparation do not grant the vendor the right to withdraw the bid once it has been opened.

**6. PRICES:** The offeror shall state prices in the units of issue on this ITB. Prices quoted 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 quoted for services must be quoted 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. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers;
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

**7. PAYMENT INSTRUCTIONS:** Payment will be made NTE 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. All invoices must reference the purchase order number and be submitted electronically to [AACBillings@akaerospace.gov](mailto:AACBillings@akaerospace.gov).

**8. PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you quote. However, AAC shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will apply to the total invoice amount.

**9. VENDOR TAX ID NUMBER:** If a vendor has not worked with AAC before, they will need to fill out the New Vendor form which includes a block for a valid tax identification number. If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided before payment will be made.

**INSTRUCTIONS TO BIDDERS  
TERMS AND CONDITIONS**

**10. 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.

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

**12. TITLE:** Title passes to the AAC for each item at FOB destination.

**13. FILING A PROTEST:** Protests of this ITB will be conducted in accordance with AAC Procurement Regulation 1.070 which states:

- (a) An interested party may protest the award of a contract, the proposed award of a contract, or a solicitation for supplies, services, construction, space leases, or professional services by the corporation. The protest must be in writing and must include at least the following information:
  - (1) the name, address, and telephone number of the protester;
  - (2) the signature of the protester or the protester's designated representative;
  - (3) identification of the solicitation or contract at issue;
  - (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
  - (5) the form of relief requested.
- (b) A protest based on alleged improprieties in an award of a contract or a proposed award of a contract must be received by AAC within five days after a notice of intent to award is issued by AAC. If the protester shows good cause, the procurement officer will, in that officer's discretion, consider a filed protest that is not submitted in a timely manner.
- (c) The procurement officer will immediately give notice of a protest to the contractor if a contract has been awarded, or if no award has been awarded, to all interested parties.
- (d) Within 10 days after a protest is filed, the CEO will issue a written decision containing the basis of the decision concerning the protest. A copy of the decision will be furnished to the protester by certified mailer by other means that provide evidence of delivery.
- (e) A written appeal from a protest decision must be received by the chair of the board, care of AAC, within five days after the decision is received by the protester and must include the following information:
  - (1) a copy the decision being appealed; and
  - (2) identification of the factual or legal errors in the decision that form the basis for appeal;
- (f) The AAC Board or Directors will issue a final decision on an appeal within 90 days of receipt of the appeal.

**14. 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; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

**15. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

**INSTRUCTIONS TO BIDDERS  
TERMS AND CONDITIONS**

- 16. FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of quote opening.
- 17. QUOTE PREPARATION COSTS:** AAC is not liable for any costs incurred by the offeror in quote preparation.
- 18. CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- 19. ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the Contract Manager. Quotes that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- 20. SUBCONTRACTOR(S):** Within five (5) working days of notice of award from AAC, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.
- 21. 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 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.
- 22. LATE QUOTES:** Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted. Offerors should account for any potential delay between the time an offeror hits send and the Contract Manager receives it in their inbox. If a quote is sent before the time set in this ITB, but received by the Contract Manager after the time set in this ITB, it will be considered.
- 23. CONTRACT EXTENSION:** This ITB is for the purchase of equipment. The contract timeline will be decided based on the awardee's quote. If, after award but before the order has shipped, the awardee identifies that the number of calendar days in the quote is incorrect and they will need to extend the delivery by more than 10 days, the AAC Contract Manager may choose to terminate the contract. Offerors are expected to include shipping and delivery in their quote and will be responsible for the on-time delivery of the equipment. The awardee may pass liability to the shipping company if they establish that the shipping company is assuming liability once they take control of the equipment. This must be provided to the AAC Contract Manager prior to the equipment being shipped. The shipping company must assume full liability for the equipment and be the responsible party in the event the equipment is lost or damaged. The Contract Manager must extend the contract if delivery is delayed due to a Force Majeure, and may choose to under other circumstances if it is determined to be in AAC's best interest. AAC reserves the right to pursue any and all legal avenues if delays are due to fault or negligence by the awardee or the shipping company to the extent that liability was not successfully passed.
- 24. DEFAULT:** In case of default by the contractor, for any reason whatsoever, AAC 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.
- 25. GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. Unless otherwise identified in these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.
- 26. CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990,

## INSTRUCTIONS TO BIDDERS TERMS AND CONDITIONS

unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this quote the offeror certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

**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.

**28. ORDER DOCUMENTS:** AAC is not bound by a vendor contract signed by a person who is not specifically authorized to sign for AAC under this ITB. The AAC Purchase Order is the only order document that may be used to place orders against the contract resulting from this ITB.

**29. BILLING INSTRUCTIONS:** Invoicing instructions are provided at the top of each PO. Invoices must be submitted to [AACBillings@akaerospace.gov](mailto:AACBillings@akaerospace.gov).

**30. OFFERORS WITH DISABILITIES:** 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 participate in this procurement should contact the Contract Manager named in this ITB as soon as possible, but no later than the date and time set for the deadline for questions.

**31. COMPLIANCE WITH ADA:** By signature of their quote the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

**32. ALASKA BIDDER PREFERENCE:** The award of a contract based on a Request for Quotation (ITB) will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. An "Alaska bidder" is a person who: (1) holds a current Alaska business license; (2) submits a bid for goods, services, or construction under the name as appearing on the person'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 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. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

**33. ALASKA PRODUCT PREFERENCE:** A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Commerce & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

**34. Additional Terms & Conditions:** All bids accepted by AAC are subject to AAC terms and conditions only. Any and all terms and conditions submitted by bidders are rejected and shall have no force and effect. Bid tabulation with recommended award will be available for review by interested parties upon request.