

STATE OF ALASKA INVITATION TO BID (ITB)



LIQUID ASPHALT PRODUCTS -STATE FUNDED ITB 2526H262

ISSUED MAY 21, 2026

The Department of Transportation and Public Facilities, Division of Program Management and Administration, is soliciting bids for "As Needed" Liquid Asphalt Products.

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 TRANSPORTATION AND PUBLIC FACILITIES DIVISION OF PROGRAM MANAGEMENT AND ADMINISTRATION Signed by: Adam Tolles <small>C72D068D8A7C4C1...</small> PROCUREMENT OFFICER: ADAM TOLLES PHONE: (907) 451-1625 EMAIL: adam.tolles@alaska.gov	<hr/> COMPANY SUBMITTING BID <hr/> AUTHORIZED SIGNATURE <hr/> PRINTED NAME <hr/> DATE
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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Transportation and Public Facilities, Division of Program Management and Administration, is soliciting bids for Liquid Asphalt Products for pick-up and delivery to locations throughout Northern Region Alaska on an “As Needed” basis.

SEC. 1.02 BUDGET

Payment for the contract is subject to funds already appropriated and identified.

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 11:00AM Alaska Time on June 4, 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. 1.04 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.

SEC. 1.06 RETURN INSTRUCTIONS

Bidders may submit one hard copy of their entire bid, in writing, to the procurement officer in a sealed package. The sealed bid package must be addressed as follows:

If using U.S. mail, delivery service or courier, please use the following address:

Department of Transportation and Public Facilities
Division of Program Management and Administration
Attention: Adam Tolles
Invitation to Bid (ITB) Number: 2526H262
ITB Title: Liquid Asphalt Products -State Funded
2301 PEGER ROAD
BUILDING 4
FAIRBANKS, AK 99709

If submitting your bid via email, the entire bid may be emailed to dotnrprocurement@alaska.gov and must contain the ITB number in the subject line of the email. 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. Like 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 bids.

If submitting in person, the bid must be hand-delivered to Procurement at 2301 Peger Road, **Building #4**. Building #4 is located behind the main DOT office building and can be accessed via the south parking lot.

It is the bidder's responsibility to contact the issuing agency at 907-451-2222 to confirm that the entire bid has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

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 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. 1.09 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. 1.10 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 Time.

ACTIVITY	TIME	DATE
Issue Date / ITB Released		05/21/2026
Deadline for Receipt of Bids / Bid Due Date	11:00AM	06/04/2026
Bid Evaluations Complete		06/05/2026
Notice of Intent to Award		06/05/2026
Contract Issued		06/16/2026

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 Transportation and Public Facilities, 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. 1.11 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. 1.12 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. 1.13 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 SCOPE OF WORK AND SPECIFICATIONS

The Contractor shall furnish liquid asphalt for pick-up and delivery in full compliance with Sections 702-2.01 through 702-2.04 of the “*Alaska Standard Specifications for Highway Construction*” 2020 edition [sshc2020.pdf](#). The oil type and pick-up and delivery locations are specified in Attachment 1 Bid Schedule.

SECTION 702 ASPHALT MATERIALS

702-2.01 ASPHALT BINDER. Meet AASHTO M 320 for the specified Performance Grade.

Re-refined engine oil bottoms (REOB) / vacuum tower asphalt extenders (VTAE) shall not be used as a modifier of Asphalt Binder. REOB/VTAE are materials as defined in Asphalt Institute document IS-235. Furnish a certificate of compliance according to Subsection 106-1.05.1 certifying that REOB/VTAE were not used as a modifier of Asphalt Binder.

702-2.02 CUT-BACK ASPHALT. Meet AASHTO M 81 and M 82.

702-2.03 EMULSIFIED ASPHALT. Meet AASHTO M 140 and the following:

1. Cationic Emulsified Asphalt. Meet AASHTO M 208.
2. Special Tack Emulsion, STE-1. Meet the following, when tested using AASHTO T 59:

TESTS ON EMULSION

Viscosity @ 77 °F, SSF	30, max.
Storage Stability, 1 day, %	1, max.
Demulsibility, 35 mL 0.8% SDS, %	25, min.
Particle Charge	Positive*
Sieve Test, % Retained	0.10, max.
Distillation Oil by Vol. of Emulsion, %	5, max.
Distillation Residue by Wt. of Emulsion, %	45, min.

TESTS ON RESIDUE

Penetration @ 77 °F	100-250
Ductility @ 77 °F, 5 cm/min., cm	40, min.
Solubility in TCE, %	97.5, min.

* If Particle Charge test is inconclusive, material having a max. pH value of 6.7 is acceptable.

702-2.04 STORAGE AND APPLICATION TEMPERATURES. Store, mix, and apply asphalt materials within the following temperature ranges:

**TABLE 702-1
STORAGE AND APPLICATION TEMPERATURES**

Type and Grade of Material	Spray °F	Mix °F	Storage °F
MC-30	85+		140, max.
MC-250	165+	165-220	240, max.
RC-800	200+		200, max.
CRS-2	125-175		100-175
CRS-2P	125-175		100-175
CMS-2	125-175	120-160*	100-175
CSS-1	90-120	90-160*	50-125
STE-1	70-140	70-150	50-125

* Temperature of the emulsified asphalt in the pugmill mixture.

Store, mix, and apply asphalt binder within the temperature ranges recommended by the manufacturer or shown on the approved Job Mix Design.

702-2.05 JOINT ADHESIVE. Meet the requirements of Table 702-2.

SEC. 2.02 CONTRACT TERM

The initial term of the contract will be from date of award through May 31, 2027 with the option to renew for four (4) additional One (1) year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the State.

Period of Performance:

The period of performance for the initial term is from Date of Award through May 31, 2027.

The period of performance for optional contract year two (2) is June 1, 2027 through May 31, 2028

The period of performance for optional contract year three (3) is June 1, 2028 through May 31, 2029

The period of performance for optional contract year four (4) is June 1, 2029 through May 31, 2030

The period of performance for optional contract year five (5) is June 1, 2030 through May 31, 2031

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. 2.03 CONTRACT TYPE

This contract is a Firm Fixed Price contract with adjustments.

SEC. 2.04 PAYMENT FOR STATE PURCHASES

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation & Public Facilities 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. 2.05 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. 2.06 PROMPT PAYMENT FOR STATE PURCHASES

The State is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The State shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 2.07 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Transportation & Public Facilities, Division of Program Management and Administration.

SEC. 2.08 CONTRACT PRICE ADJUSTMENTS

A contract resulting from this ITB will include the following price adjustment clause:

Consumer Price Index (CPI): Contract prices will remain firm through May 31, 2027.

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a) If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b) Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c) The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year 2025 reported per series ID: CUURS49GSA0, CUUSS49GSA0 (Annual year 271.826) comparing this to the annual year CPI is requested. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the

implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.

- d) Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

SEC. 2.09 ASPHALT BINDER PRICE ADJUSTMENTS (PG 52-28)

Prior to contract award, the Contractor shall provide the Procurement Officer on record with a copy of a bona fide supplier invoice identifying the unit cost of the product. This unit cost shall establish the Base Invoice Cost for purposes of future price adjustments.

Requests for Invoice Cost price adjustments may be submitted no more than twice a month. Each request must include a copy of a current supplier invoice substantiating the requested adjustment. All requests shall be submitted to the Procurement Officer for review and written approval or rejection.

Approved adjustments shall be effective only upon written approval by the Procurement Officer and shall not be applied retroactively. Any requested adjustment that is not approved shall not be implemented; however, the Contractor may resubmit such requests for reconsideration with additional supporting documentation.

For purposes of this clause:

- **Point of Invoice** means the Contractor's actual invoiced price paid to a manufacturer or supplier for the product, including any delivery costs to the Contractor's distribution point.
- **Invoice Cost** means the net cost to the Contractor at the Point of Invoice, including delivery charges, but excluding all overhead, profit, markups, or other indirect costs.

SEC. 2.10 PRICE DECREASES

During the term of the contract, including any exercised renewals, the Contractor shall pass through to the State any decrease in the price paid to its manufacturer(s) or supplier(s). Price decreases shall be processed, documented, and implemented in the same manner and at the same frequency as price increases in accordance with Section 2.09 of this solicitation.

SEC. 2.11 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed, and managed is in multiple locations throughout Northern Region Alaska.

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. 2.12 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. 2.13 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.14 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.15 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. 2.16 F.O.B. POINT

The F.O.B. points are various locations within the State of Alaska as specified on the "Bid Schedule". The Contractor will be required to prepare the items for shipping and to ship them to the ultimate destination specified in the State's order. Ownership of and title to the ordered items remains with the Contractor until the items have been delivered to their final destination and are accepted by the State. **The cost of all shipping and delivery must be included in the bid price.**

SEC. 2.17 CONTRACTOR DESIGNATED PICK-UP LOCATION

The Contractors designated pick-up location must be within **20 miles** of the Fairbanks City limits. Bidders who offer a designated pick-up location outside of this range may be considered non-responsive.

SEC. 2.18 DELIVERY

Bid price must include freight to the final destination. The State will provide equipment and labor to off-load product at time of delivery. The Contractor shall determine the type of vehicle used for all deliveries except those otherwise specified on the Bid Schedule. The Contractor will coordinate with the local Project Managers in each area for exact delivery locations. Contact information is provided on Attachment 2 of this solicitation.

Indicate in the space provided on the Bid Schedule the time required to make delivery after receipt of an order. Failure to enter a delivery time will be interpreted as an offer to deliver within 24 hours after notification by authorized DOT&PF personnel. Bids specifying delivery times exceeding 24 hours from notification will be deemed non-responsive and rejected.

SEC. 2.19 ISO TANK RENTAL (IF REQUIRED)

ISO tank rentals may be required at various locations. The Contractor shall provide ISO tanks on a rental basis upon request by the State.

Rental quantities, locations, and durations will be determined by the State based on operational needs. The State does not guarantee any minimum or maximum quantity of ISO tank rentals.

Pricing for ISO tank rentals shall be as specified in the Bid Schedule and shall include all costs associated with furnishing, delivery, setup, maintenance, and removal of the ISO tanks, unless otherwise stated.

SEC. 2.20 DETENTION TIME

The State will unload deliveries within two (2) hours from the time the Contractor's delivery vehicle arrives at the delivery location, at no additional cost to the State. Any time beyond the initial two (2) hours during which the Contractor's delivery vehicle is required to wait before offloading may be considered detention time and will be compensated in fifteen (15) minute intervals at the rate specified on the Bid Schedule, if applicable.

SEC. 2.21 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. 2.22 INSPECTION & MODIFICATION - 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. 2.23 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. 2.24 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. 2.25 BILLING INSTRUCTIONS

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. 2.26 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. 2.27 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. 2.28 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.

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.

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. 3.02 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. Bids deemed non-responsive 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(I)
- 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.

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 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>

Brand Offered

If offering a product that qualifies for the Alaska Product Preference, the bidder must indicate the brand of product they intend 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.

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 brand 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. 4.07 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. 4.08 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. 4.09 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. 4.10 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. 4.11 METHOD OF AWARD

Award will be made by lot to the lowest responsive and responsible bidder. There are eight (8) lots. To be considered responsive for a lot, bidders must bid on all items within that lot.

SEC. 4.12 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: <https://www.state.gov/reports-office-to-monitor-and-combat-trafficking-in-persons/>

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

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the State's option. AS 40.25.110 requires public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information a bidder submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991).

For OPPM or their designee to treat information a bidder submits with its bid as CBI, the bidder must do the following when submitting their bid: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the bidder asserts make the information CBI. If the bidder does not do these things, the information will become public after the Notice of Intent to Award is issued. If the bidder does these things, OPPM or their designee will evaluate the bidder's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the bidder an opportunity to object to the disclosure of the information.

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 provided 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

SEC. 6.01 ATTACHMENTS

Attachments:

1. ITB 2526H262 Bid Submission Cover Sheet
2. Local Contact information
3. Bid Schedule -Separate file posted on the OPN with this ITB

Documents Required at Time of Bid Opening:

1. Completed ITB - Page 1 of this solicitation
2. Bid Schedule – Posted on the OPN with this ITB
3. Bid submission cover sheet - Attachment 1

Documents Required Prior to Contract Award:

1. Current Certificate of Insurance per Section 2.23
2. Current Alaska Business License per Section 5.02

Bid Response Checklist:

1. Completed Page One
2. Completed Bid Schedule – Separate file posted on the OPN with this ITB
3. Completed Bid Submission Cover Sheet – Attachment 1
4. All Mandatory Return Amendments

ATTACHMENT 1

Bid Submission Cover Sheet

PROJECT INFORMATION

ITB NUMBER: 2526H262
PROJECT NAME: Liquid Asphalt Products -State Funded

BIDDER INFORMATION

Company Name: _____
Address: _____
Tax ID: _____
Alaska Business License #: _____

CONTACT INFORMATION

Provide contact information for the individual that can be contacted for clarification regarding this bid:

Name _____
Title _____
Address _____
Email _____
Telephone _____

ADDENDA ACKNOWLEDGEMENT

The bidder acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into their bid. Failure to identify and sign for all amendments may subject the bidder to disqualification. The bidder must list all amendments (by number), then initial and date to confirm that you have received and incorporated them into your bid (add more rows as necessary).

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

CERTIFICATIONS

No	Criteria	Response*
1	The bidder is presently engaged in the business of providing the products and/or services required in this ITB.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	The bidder confirms that it has the financial strength to provide and/or perform and maintain the services required under this ITB.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	The bidder accepts the terms and conditions set out in the ITB and agrees not to restrict the rights of the state.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	The bidder confirms that they can obtain and maintain all necessary insurance as required on this project.	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	The bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	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.	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	The bidder complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	The bidder complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	The bidder complies with the applicable portion of the Federal Civil Rights Act of 1964.	<input type="checkbox"/> YES <input type="checkbox"/> NO
10	The bidder can provide (if requested) financial records for the organization for the past three years.	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	The bidder has not had any contracts terminated by the State of Alaska (within the past five years).	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	The bidder certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	<input type="checkbox"/> YES <input type="checkbox"/> NO
13	The offeror certifies that they will not support or participate in a boycott of Israel. Failure to comply with this requirement may cause the state to reject the proposal as non-responsive or cancel the contract.	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	The bidder certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide products and/or services to the State.	<input type="checkbox"/> YES <input type="checkbox"/> NO
15	The bidder certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	The bidder does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	<input type="checkbox"/> YES <input type="checkbox"/> NO
17	The bidder is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	<input type="checkbox"/> YES <input type="checkbox"/> NO
18	The bidder certifies they comply with the laws of the State of Alaska.	<input type="checkbox"/> YES <input type="checkbox"/> NO
19	The bidder confirms their bid will remain valid and open for at least 90 days.	<input type="checkbox"/> YES <input type="checkbox"/> NO

* Failure to answer or answering "False" may be grounds for disqualification. For any "False" responses, provide clarification (up to 250 word maximum for each "False" clarification) below (add rows as necessary).

Number	Clarification

CONFLICT OF INTEREST STATEMENT

Indicate below whether or not the firm or any individuals that will work 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 services to be provided by the bidder.

Does the bidder, or any individuals that will work on this contract, have a possible conflict of interest?

<input type="checkbox"/> YES <input type="checkbox"/> NO

** Failure to answer may be grounds for disqualification.*

If “Yes”, please provide additional information regarding the nature of that conflict:

FEDERAL REQUIREMENTS

Indicate below all known federal requirements that apply to the bid, it’s evaluation, or the resulting contract:

ALASKA PREFERENCES

If you wish to claim any Alaska Preferences, please complete the Alaska Bidder Preference Certification Form that follows the below signature section.

SIGNATURE

This bid must be signed by a company officer empowered to bind the company.

Printed Name _____
Title _____
Date _____
Signature _____

ALASKA BIDDER PREFERENCE CERTIFICATION FORM

AS 36.30.321 (A) / AS 36.30.990 (2)

Solicitation Number	2526H262
Project Description	Liquid Asphalt Products -State Funded
Business Name	
Alaska Business License Number	

A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of the above entity and all information on this form is true and correct to the best of my knowledge.

Printed Name:	
Title:	
Date:	
Signature:	

Alaska Bidder Preference: Do you believe your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veterans Preference: Do you believe your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Military Skills Program Preference: Do you believe your firm qualifies for the Alaska Military Skills Program Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No

To qualify for and claim the **Alaska Bidder Preference** you must answer **YES** to all questions in the Alaska Bidder Preference Question section below:

Alaska Bidder Preference Questions

1	Does your business hold a current Alaska business license per AS 36.30.990(2)(A)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business submitting a bid or proposal under the name appearing on the Alaska Business license identified above? Per AS36.30.990 (2)(B)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

3	Has your business maintained a place of business within the state staffed by the bidder or offeror or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per AS 36.30.990 (2)(C)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If the answer to question 3 is YES, complete the following:

Physical Place of Business Address	
City	
Zip Code	

“Place of business” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify the Place of Business identified above meets this definition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
------------------------------------------------------------------------------	----------------------------------------------------------

Per AS 16.05.415(a) per 2AAC 12.990(b)(7), the bidder or offeror, or at least one employee of the bidder or offeror must be a resident of the state?

1	Do you certify the bidder or offeror, or, at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per AS 16.05.415(a)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Do you certify the resident(s) used to meet this requirement has maintained a domicile in Alaska for the 12 months immediately preceding the deadline set for receipt of bids or proposals per AS 16.05.415(a)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Do you certify the resident(s) used to meet this requirement is only claiming residency in Alaska per AS 16.05.415(a)(3)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Do you certify the resident used to meet this requirement is not obtaining benefits under a claim of residency in another state, territory, or country per As 16.05.415 (a)(4)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Per AS 36.30.990(2)(D), is your business:

1	Incorporated or qualified to do business under the laws of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If yes, enter the current Alaska Corporate Entity Number:

Indicate below how your business is organized:

1	Is your business a Sole Proprietorship and the Proprietor is a resident of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business a Limited Liability Corporation organized under AS 10.50 and ALL members are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If the answer to question 2 above is YES, please identify each member by name:

3	Is your business a partnership under former AS32.05, AS32.06, or AS32.11 and all partners are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If the answer to question 3 above is YES, please identify each partner by name:

Alaska Veterans Preference Questions:

To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section above.

Per AS36.30.321(F), is your business:

1	A sole proprietorship owned by an Alaska veteran?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	A partnership under AS32.06 or AS32.11 and a majority of the members are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	A limited liability company organized under AS10.50 and a majority of the members are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	A corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Per AS36.30.321(F)(3), an “Alaska veteran” is defined as an individual who:

- A. Served in the:
 - a. Armed forces of the United States, including a reserve unit of the United States armed forces ; or
 - b. Alaska Territorial Guard, The Alaska Army National Guard, the Alaska Air Nations Guards, or the Alaska Naval Militia; and,
- B. Was separated from services under a condition that was not dishonorable.

4	Do you certify the individual(s) indicated in items 1-4 above meet this definition and can provide documentation of their service and discharge in necessary?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Alaska Military Skills Program Preference Questions

To qualify for and claim the Alaska Military Skills Program Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Bidder Preference section above.

Per 36.30.321(I), does your business:

1	Employ at least one person who is enrolled in, or within the past two years, graduated from, a United States Department of Defense SkillBridge or United States Army career skills program 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	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Have an active partnership with an entity that employs an apprentice through a program described in item 1 above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Have proof of an employee’s graduation or enrollment in a qualified program as described in 1. above?	<input type="checkbox"/> Yes <input type="checkbox"/> No

ATTACHMENT 2

	NORTHERN REGION						
District	F.O.B. POINT	Contact Name:	Contact Phone	Cell	Alternate	Phone	Cell:
Kotzebue	Ambler Airport: 99785	Andrew Greene	442-3147	412-1948	David Griepentrog	445-5149	445-2236
Rural Aviation	Allakaket Airport: 99720	Frances Law	451-5205	460-8919	Jason Ludington	451-5280	687-9164
Kotzebue	Buckland Airport: 99727	Andrew Greene	442-3147	412-1948	Edgar Swan	City 494-5084	n/a
Kotzebue	Deering Airport: 99736	Andrew Greene	442-3147	412-1948	Diane Moto	363-5039	Dale 363-5023
Rural Aviation	Beaver Airport: 99724	Frances Law	451-5205	460-8919	Jason Ludington	451-5280	687-9164
Rural Aviation	Bettles Airport: 99726	Frances Law	451-5205	460-8919	Jason Ludington	451-5280	687-9164
Rural Aviation	Birch Creek: Birch Creek Village, VIA Ft. Yukon, AK 997	Frances Law	451-5205	460-8919	Jason Ludington	451-5280	687-9164
Fairbanks	Birch Lake Richardson Hwy MP 207	Ron Davis	451-2359	388-8206	Kenny Taylor	451-5277	388-8206
Kotzebue	Kiana Airport: 99749	Andrew Greene	442-3147	412-1948	Brad Reich	475-2108	n/a
Kotzebue	Kivalina Airport: 99750	Andrew Greene	442-3147	412-1948	Caleb Wesley	645-2150	n/a
Denali	Cantwell (new location) – MP 181.5 Parks Highway, C	Richard Lee	768-2355	388-5411	Jason Ludington	451-5280	687-9164
Denali	Cantwell: MP 135 Denali Hwy., Cantwell, AK	Richard Lee	768-2355	388-5411	Jason Ludington	451-5280	687-9164
Rural Aviation	Central Airport: Central, AK 99730	Frances Law	451-5205	460-8919	Jason Ludington	451-5280	687-9164
Rural Aviation	Chalkyitsik Airport: 99788	Frances Law	451-5205	460-8919	Jason Ludington	451-5280	687-9164
Dalton	Chandalar: MP 211 Disater Creek Dalton Hwy	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Dalton	Chandalar: MP 224 Pit Dalton Hwy	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Dalton	Chandalar: MP 239.4 Dalton Hwy	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Dalton	Chandalar: MP 253 Atigun 1 River Pit Dalton Hwy	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Dalton	Chandalar: MP 267.9 Holden Creek Dalton Hwy	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Dalton	Chandalar: MP 274.7 Galbraith Lake Pit	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Tazlina	Chitina: MP 28.5 Edgerton Hwy.	Mark Hooper	451-2207		Jerel J. Cronk /Christina	822-3222	259-5839
Rural Aviation	Clear Airport: Anderson, AK 99744	Frances Law	451-5205	460-8919	Jason Ludington	451-5280	687-9164
Dalton	Coldfoot: MP 161 Chapman Pit Dalton Hwy	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Dalton	Coldfoot: MP 175 DOT Dalton Hwy	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Valdez	Cordova Airport: MP 13 Copper River Hwy	Robert Mattson	834-1039	200-2100	Matthew Myszka	424-3202	429-3202
Dalton	Deadhorse: MP 416.1 Dalton Hwy, Deadhorse Camp	Tim Parault	328-7130	590-9567			n/a
Kotzebue	Kobuk Airport: 99751	Andrew Greene	442-3147	412-1948	Kris McKay	948-5079	n/a
Tazlina	Ernestine: MP 62 Richardson Highway	Jason Breivogel	822-3312		Jerel J. Cronk /Christina	822-3222	259-5839
Tazlina	Mc Carthy 5 Mile Edgerton Pit – Edgerton Highway, M	Mark Hopper	883-2218		Jerel J. Cronk /Christina	822-3222	259-5839
Tazlina	Nelchina: MP 141 Glenn Highway	William Hermans	822-3714		Jerel J. Cronk or Christin	822-3222	259-5839
Kotzebue	Kotzebue Airport: 99752	Andrew Greene	442-3147	412-1948			
Kotzebue	Noatak Airport: 99761	Andrew Greene	442-3147	412-1948	Robert Kirk	382-4560	
Tazlina	Paxon: gravel pit at MP 185 Richardson Highway	David Hoffmeister	822-3357		Jerel J. Cronk or Christin	822-3222	259-5839
FIA	Fairbanks Int'l Airport: 6450 Airport Way, Fairbanks A	Dan Schacher	474-2506				978-0236
Fairbanks	Fairbanks: 2301 Peger Road, Fairbanks, AK	Ron Davis	451-2359	388-8206	Kenny Taylor	451-5277	347-5797
Rural Aviation	Fort Yukon Airport:	Frances Law	451-5205	460-8919	Jason Ludington	451-5280	687-9164
Rural Aviation	Galena Airport: 99741	Frank Kirk	656-1236	460-8919	Jason Ludington	451-5280	687-9164
Kotzebue	Noorvik Airport: 99763	Andrew Greene	442-3147	412-1948	Elmer Armstong	636-5219	n/a
Kotzebue	Point Hope Airport: 99766	Andrew Greene	442-3147	412-1948	Russell Lane	980-8367	n/a
Kotzebue	Selawik Airport: 99770	Andrew Greene	442-3147	412-1948	Kim Mitchell	484-2598	n/a
Denali	Healy: 1/8 mile Healy Spur Road, Healy, Alaska	Shane Shields	683-2257		Jason Ludington	451-5280	687-9164
Kotzebue	Shungnak Airport: 99773	Andrew Greene	442-3147	412-1948	Anthony Norris	484-2598	n/a
Rural Aviation	Hughes Airport: Hughes, AK 99745	Frances Law	451-5205	460-8919	Jason Ludington	451-5280	687-9164
Rural Aviation	Huslia Airport: 99746	Frances Law	451-5205	460-8919	Jason Ludington	451-5280	687-9164
Dalton	Jim River: MP 107 Old Man Pit Dalton Hwy	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Dalton	Jim River: MP 125 Bonaza Creek Pit Dalton Hwy	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Dalton	Jim River: MP 138.1 Dalton Hwy	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Rural Aviation	Kaltag Airport: 99748	Frances Law	451-5205	460-8919	Jason Ludington	451-5280	687-9164
Nome	Brevig Mission Airport: 99785	George Kost	443-2500	304-1301	Terrence Southall Jr.	643-2430	643-1006
Nome	Gamble Airport: 99782	George Kost	443-2500	304-1301	Richard Koozaata	985-9240	985-2000
Nome	Golovin Airport: 99762	George Kost	443-2500	304-1301	Darby Moses		739-1020
Nome	Nome: MP 4 Nome-Teller Hwy. Nome, AK 99762	George Kost	443-2500	304-1301			
Nome	Savoonga Airport: 99769	George Kost	443-2500	304-1301	Bryan Rookok Jr.	948-2151	984-2267
Rural Aviation	Koyukuk Airport: 99753	Frances Law	451-5205	460-8919	Jason Ludington	451-5280	687-9164
Rural Aviation	Lake Minchumina Airport: 99757	Frances Law	451-5205	460-8919	Jason Ludington	451-5280	687-9164
Dalton	Livengood: MP 19 Dalton Hwy	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Dalton	Livengood: MP 26.5 Pit Dalton Hwy	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Dalton	Livengood: MP 73 Elliott Hwy.	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Dalton	Livengood: MP 8 Pit Dalton Hwy	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Dalton	Manley: MP 116 Elliott Hwy.	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Dalton	Manley: MP 134 Elliott Hwy.	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Dalton	Manley: MP 149.5 Elliott Hwy.	Josh Fischer	451-2207				n/a
Nome	Shishmaref Airport: 99772	George Kost	443-2500	304-1301	Curtis Nayokpuk	649-3651	639-1231
Tazlina	Slana: Mile 0.25 Nebesna Road	Robert Johnson	822-3301		Jerel J. Cronk or Christin	822-3222	259-5839
Nome	Teller Airport: 99778	George Kost	443-2500	304-1301	James Pushruk		642-2074

Tazlina	Tazlina: MP 110 Richardson Hwy.	Chad Heller	822-3222		Jerel J. Cronk or Christin	822-3222	259-5839
Denali	Nenana: 6th and D Street, Nenana, AK 99760	Eric Nelson	832-5228	388-0522	Jason Ludington	451-5280	687-9164
Nome	Wales Airport: 99783	George Kost	443-2500	304-1301	William Crisci	634-0321	n/a
Nome	White Mountain Airport: 99784	George Kost	443-2500	304-1301	Davis Lincoln	638-2018	638-8148
Nome	Little Diomedea 99762	George Kost	443-2500	304-1301	Samantha Ozenna	686-2175	
Tok	Delta MP 184 Richardson Highway – Delta Junction, A	Robert Hanson	895-4893	388-81533	Sam Jennings	883-5129	388-8153
Rural Aviation	Nulato Airport: 99765	Frances Law	451-5205	460-8919	Jason Ludington	451-5280	687-9164
ST. Mary's	Anvik Airport: 99558	Erik Weingarth	438-2416	438-6050	Floyd Huntington		538-4473
Tok	Delta: MP 266 Richardson Hwy.	Robert Hanson	895-4893	388-5153	Sam Jennings	883-5129	388-8153
ST. Mary's	Grayling Airport: 99590	Erik Weingarth	438-2416	438-6050	Kevin Nicholi		453-7117
ST. Mary's	Holy Cross Airport: 99602	Erik Weingarth	438-2416	438-6050	John Aloysius Jr.		476-8178
Rural Aviation	Rampart Airport 99767	Frances Law	451-5205	460-8919	Jason Ludington	451-5280	687-9164
Rural Aviation	Ruby Airport 99768	Frances Law	451-5205	460-8919	Jason Ludington	451-5280	687-9164
ST. Mary's	Marshall Airport: 99585	Erik Weingarth	438-2416	438-6050	Benjamin Perteroff		679-2105
Dalton	Sag River: MP 290 117 Pit Dalton Hwy	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Dalton	Sag River: MP 305.7 Dalton Hwy	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Dalton	Sag River: MP 335 Happy Valley	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
ST. Mary's	Mountain Village Airport: 99632	Erik Weingarth	438-2416	438-6050	Anthony Sheppard	591-6360	591-3779
ST. Mary's	Pilot Station Airport: 99650	Erik Weingarth	438-2416	438-6050	Andrew Makaily Jr.	549-3010	549-2255
Dalton	Seven Mile: MP 28 Pit Dalton Hwy	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Dalton	Seven Mile: MP 39 Pit Dalton Hwy	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Dalton	Seven Mile: MP 61.5 7-Mile DOT Camp Dalton Hwy	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Dalton	Seven Mile: MP 76 Sand Pit Dalton Hwy	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
Dalton	Seven Mile: MP 90 Bakers Knob Dalton Hwy	Corey Williamson	451-2875	750-0918	Corey McDonnell	451-5282	750-0918
ST. Mary's	Russion Mission Airport: 99657	Erik Weingarth	438-2416	438-6050	James Duffy	585-5425	584-2054
ST. Mary's	St. Mary Airport: 99658	Erik Weingarth	438-2416	438-6050			
ST. Mary's	Shageluk	Erik Weingarth	438-2416	438-6050	Randy Workman	949-6270	473-7000
Tok	Eagle: MP 161 Taylor Hwy	Sam Jennings	883-5129	371-8153	Amber Dibble	883-5128	505-0251
Tok	Northway: MP 1256.3 Alaska Hwy.	Sky Ledoux	883-5129	371-5759	Sam Jennings	883-5129	371-5759
Unalakleet	Alakanuk Airport: 99554	John Wilson	624-3261	625-1025	Ryan Hanson	744-4594	238-2050
Unalakleet	Elim Airport: 99739	John Wilson	624-3261	625-1025	Arthur Paul Amaktoolik	443-2824	310-2050
Unalakleet	Emmonak Airport: 99581	John Wilson	624-3261	625-1025	Ron Trader	949-6270	n/a
Rural Aviation	Stevens Village: 99774	Frances Law	451-5205	460-8919	Jason Ludington	451-5280	687-9164
Rural Aviation	Tanana Airport 99777	Frances Law	451-5205	460-8919	Jason Ludington	451-5280	687-9164
Tok	South Fork: MP 74 Taylor Hwy	Daniel Heineck	866-748-0090	388-8720	Sam Jennings	883-5129	371-5759
Unalakleet	Kotlik Airport: 99620	John Wilson	624-3261	625-1025	Marvin Okitun	625-1025	n/a
Valdez	Thompson Pass: MP 27 Richardson Hwy.	Paul E Matson	835-5377	201-9988	Robert Mattson	834-1039	200-2102
Tok	Tok: MP 123.5 Tok Cutoff Road	Dolan Brooks	883-5129	727-8400	Sam Jennings	883-5129	371-5759
Tok	Trims: MP 218 Richardson Hwy	Christopher York	883-5128	940-5063	Sam Jennings	883-5129	371-5759
Unalakleet	Numan Iqua Airport: 99666	John Wilson	624-3261	625-1025	Daryl Manumik	498-2128	498-4226
Dalton	Utqiagvik: 30651 Emaiksoun Rd Utqiagvik, AK 99723	John Olsen	852-6199	978-0266			n/a
Dalton	Utqiagvik: Airport 1741 Akavak St. Utqiagvik, AK 9972	Jon Olsen	852-6199	978-0266	Corey McDonnell	451-5282	
Valdez	Valdez Airport: 300 Valdez Airport Road	David Wiley	835-5658	200-2102	Robert Mattson	834-1039	200-2102
Valdez	Valdez: 351 East Egan Drive	Ronald Retalia	834-1059	200-2101	Robert Mattson	834-1039	200-2102
Unalakleet	Shaktoolik Airport: 99771	John Wilson	624-3261	625-1025	Dale Sookiyak Sr.	956-1013	n/a
Unalakleet	St. Michael Airport: 99659	John Wilson	624-3261	625-1025	Glen Shipton	956-1053	n/a
Unalakleet	Stebbins Airport: 99671	John Wilson	624-3261	625-1025	Peter Martin		987-6307
Unalakleet	Unalakleet Airport: 99684	John Wilson	624-3261	625-1025			
Unalakleet	Koyuk: Airport	John Wilson	624-3261	625-1025	RJ Dewy	964-1254	964-1085