

STATE OF ALASKA INVITATION TO BID (ITB)



CHENEGA BAY RURAL AIRPORT MAINTENANCE ITB 2526H307

ISSUED 7/02/2026

THE DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES IS
SOLICITING BIDS FOR RURAL AIRPORT MAINTENANCE IN CHENEGA BAY, ALASKA.

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 & PUBLIC FACILITIES	
DIVISION OF PROGRAM MANAGEMENT AND ADMINISTRATION	COMPANY SUBMITTING BID
PROCUREMENT OFFICER:	AUTHORIZED SIGNATURE
Ben Wright <i>BW</i>	PRINTED NAME
Phone: (907) 269-0811	DATE
Email: ben.wright@alaska.gov	

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Transportation & Public Facilities Division Of Program Management and Administration is soliciting bids for rural airport maintenance in Chenega Bay, Alaska.

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 **2:00 PM** Alaska Time on **7/16/2026**, 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 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

If submitting a hard copy bid, bidders must 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:

Department of Transportation and Public Facilities
Division of Program Management and Administration
Attention: **Ben Wright**
Invitation to Bid (ITB) Number: **2526H307**
ITB Title: **CHENEGA BAY RURAL AIRPORT MAINTENANCE**
2200 East 42nd Ave. Room 110

Anchorage, Alaska 99508

If submitting your bid via email, the entire bid may be emailed to dotcrprocurement@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 **10mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than **10 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.

It is the bidder's responsibility to contact the issuing agency at **907-269-0796** 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		07/02/26
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	07/16/26
Bid Evaluations Complete		07/17/26
Notice of Intent to Award		07/17/26
Contract Issued		07/28/26

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

RURAL AIRPORT MAINTENANCE

SCOPE OF WORK

1. OVERVIEW: The work shall consist of year-round summer and winter maintenance of the airport facility which includes state owned equipment, building structures, and roadways located on airport property unless otherwise designated. During this agreement and in accord with the terms of this contract, the contractor will coordinate with and take direction from the airport manager or their designee. A weekly report of current conditions and status shall be given to the airport manager by phone or email.

2. AIRPORT MANAGER AUTHORITY AND RESPONSIBILITY: The airport manager or their designee shall address any questions which may arise regarding the quality and acceptability of work performed and shall decide on all questions regarding the interpretation of the scope of work and the fulfillment of the contract. All work and materials shall be subject to inspection by the airport manager or assigned designee.

3. WORK AREA: All state runways, taxiways, aprons, safety areas, state access roads, lighting systems, segmented circles, wind cones and state buildings at the airport. It is the contractor's responsibility to contact the airport manager to clarify the work area boundaries. **The following items are NOT included in scope.**

- Work is not required on state land which is leased by another party. The lessee is responsible for maintaining all aircraft maneuvering surfaces on the leased property.
- No work is required for the repair of radio operated electrical devices, except for fuse replacement, circuit breaker resetting, and bulb replacement.

4. SERVICE PERIOD: The airport shall be kept accessible and operational 7 days a week, 365 days a year, unless emergency or routine maintenance temporarily prevents the airport from being open.

5. CONTRACTOR AND EMPLOYEE QUALIFICATION: The contractor, subcontractors, and all employees must be capable and competent in the operation of heavy equipment. The contractor shall submit a list of personnel who will be operating the equipment to the airport manager. The airport manager may conduct an equipment operation test prior to award to determine competency. The state reserves the right to remove any worker from the work area whom it deems incompetent, insubordinate, or otherwise objectionable. The state reserves the option to not award a contract based on historical knowledge of the bidder's past performance.

6. EQUIPMENT: The airport manager will provide a list of equipment to be used for the sole purpose of performing this contract within the specified work areas. Only authorized persons shall operate equipment. The state reserves the right to withhold payment for unauthorized alterations to state property or equipment to pay for repairs to restore to original condition. The state reserves the right to terminate the contract for failure to comply, or for damage beyond normal wear and tear. If using personally owned equipment, contractor shall provide a list to the airport manager with description, year, condition, and proof of insurance.

7. NOTICE TO THE PUBLIC: The contractor or individual representing the contractor shall post their contact information in a readily visible location outside of the airport facility or local post office. This notice shall include

the name, phone number and physical location where they may be contacted for the reporting of complaints or requests for information. This notice shall be maintained during the term of the contract.

8. REPRESENTATIVE: The contractor or a competent representative will always be available to the work site during the period of the contract. A representative must be empowered to act for the contractor and must be fluent in both written and spoken English. The contractor shall provide a phone number which the contractor or his authorized representative can be contacted to respond to an unusual condition or accident at the airport. If the contractor has a representative perform daily maintenance, the contractor must personally perform one on-site inspection every two (2) weeks from November 1 to April 30 and monthly inspections for the remainder of the year. Failure to do so may result in the termination of the contract. If the contractor will be absent, the name and phone number of the representative must be made available to the airport manager prior to the absence.

9. DEFECTIVE WORK OR DAMAGE: Damage or defects in the work will be brought to the contractor's attention by written notification. The contractor shall immediately correct the damage or defect at its own expense. Replacement materials must be pre-approved to ensure system compatibility and conformance to specifications. If the deficiency is not corrected within the time set forth, services may be procured from another source and the costs deducted from any payments due the contractor. If the contractor has presented a hazardous situation that could result in injury, the airport manager may immediately correct the deficiency and deduct these costs from any payments due the contractor.

10. DAILY INSPECTION SERVICES: The contractor shall conduct daily inspections of the following items and keep a log of the items that need repair, cleaning, or replacement. A weekly report shall be sent to the airport manager. Defects or issues requiring state maintenance support shall be reported to the airport manager as soon as possible.

- Operation of lighting systems and/or reflective cones. If four or more lights total are inoperative and cannot be replaced and/or repaired, the contractor will notify the airport manager to issue a NOTAM to the appropriate Automated Flight Service Station (AFSS) placing the airport lighting system out of service.
- Condition of the runway surface, parking apron, taxiway, roads, segmented circle, wind cones, threshold markers, aircraft tie downs, and drainage. Particular attention should be given to potholes, ruts, large rocks, lighting, rotating beacons and debris on or near these areas. All deficiencies shall be corrected as required.

11. TRASH REMOVAL: Once each month or as needed, collect and remove all trash and debris from the airport and roadway property (not including leased property) and dump it at the local landfill approved for disposal of garbage. Trash shall not be allowed to accumulate on state property or in state owned facilities and buildings. Local recycling programs shall be observed and cooperated with.

12. TOOLS AND SUPPLIES: The contractor shall provide all hand tools and related safety equipment necessary for performance of this contract, including the following supplies: hand cleaner, paper towels, trash liners and other minor supplies.

13. EQUIPMENT AND SUPPLIES STORAGE: Storage space may be used for state owned equipment, and the materials and supplies used in the performance of this contract. Items other than those owned by the state shall not be stored without written consent from the airport manager. All building spaces shall be maintained in a neat and orderly manner. Storage in the electrical equipment room is prohibited.

State owned equipment shall be kept inside of the Snow Removal Equipment Building (SREB) when not in use. No other equipment is allowed inside the SREB without written consent from the airport manager. Before parking inside the SREB, all equipment shall be cleared of excess snow and debris.

If the storage building is heated, the contractor shall set the thermostat between 40 and 50 degrees to conserve fuel and keep equipment operational. If equipment is not in use for extended periods, heating shall be turned off. The state shall fill the fuel storage tanks with heating fuel at the beginning of each contract year unless otherwise specified by the airport manager. The airport manager must be notified if additional fuel is needed.

Electrical heating devices shall not be used for heating the interior of the SREB. The state will hold the contractor responsible for any excess electrical costs related to the use of electric heating and may deduct these costs from any payments due the contractor.

14. BUILDING MAINTENANCE: Assist and support state employees dispatched to the airport for building maintenance. The support will include but is not limited to:

- Troubleshooting problems prior to and upon arrival.
- Assist with local arrangements and equipment as necessary to perform maintenance work.

Perform minor building maintenance as necessary to ensure safe operation of the building and state property. The minor maintenance may include but is not limited to:

- Overhead/bi-fold door and man door adjustments.
- Furnace filter replacement.
- Replace light bulbs.
- Replace door weather-stripping.
- Fuel system inspections including tank sticking and water detecting.

The state will be responsible for repair and maintenance of items beyond the contractor's ability. If unable to perform the work, the airport manager should be notified.

15. FALL AND WINTER MAINTENANCE - AIRPORT: The following services will be performed in a way to assure a minimum amount of interference with aircraft or vehicle operations. This also applies to the following sections of this scope of work.

- Snow control efforts will begin when two (2) inches of snow or one half (1/2) inch of slush have accumulated on runway, taxiway or apron surfaces with sufficient time to allow completion before the first scheduled flight. Snow drifts and berms must not be allowed to develop on the aircraft movement areas (inside the edge lights or cones) unless the storm is so severe that reasonable efforts to remove snow are not possible and may cease until the storm subsides. If such a condition develops, the contractor will immediately contact the airport manager.
- Runway and taxiway shall be plowed the full width and length of loose snow. Snow must be plowed to the outside of the Runway Safety Area (RSA). All berms and piles shall be tapered (leveled) off to the outside edges of the RSA. Snowbanks will be placed off the sides of the runway and not on the threshold/ends of the runway. The first half inch (1/2") of snow shall NOT be removed to allow a snowpack to develop on the aircraft movement surfaces.
- Snow control on apron will begin after the runway and taxiway have been plowed.

- Snow and ice will be removed to the greatest extent reasonably possible. If ice cannot be removed or scarified enough to provide a safe surface for aircraft, the contractor shall immediately notify the airport manager.
- Loose snow must be removed from around the threshold markers, segmented circle, wind cones, runway lights, precision approach path indicators (PAPI), visual approach slope indicators (VASI) and reflectors using caution to avoid damaging or destroying these fixtures. Snow and frost will be cleaned from lights, signs, segmented circle panels, and threshold markers daily as necessary. Snow may need to be removed by hand in these areas if there is any possibility of mechanical damage to the items above. Snow and ice will be cleared from areas around the PAPIs and VASIs so as not to block the signal.
- Slush shall be removed from the runway unless the surface is soft enough for the equipment to cause rutting. Prior to spring break up and during periods of heavy rain the runway, taxiway, apron shoulders, and adjacent ditches will be cleared to assist in drainage.
- After snow control efforts are completed, all equipment will be returned to the SREB. For airports that are not equipped with a SREB the equipment shall be moved to an area that will not create a hazard to operating aircraft.
- Airport visual aids shall be maintained in good working order. These include wind cones and poles, segmented circles, lighting systems, obstruction lights, rotating beacons, beacon towers, PAPIs and VASIs

16. FALL AND WINTER MAINTENANCE - ROADWAYS: Snow plowing operations will begin on roads only after airport snow control efforts have been completed.

- Snow control on roads need not begin until four (4) inches of loose snow has accumulated. Once roadway snow removal has begun, snow and ice will be removed to the greatest extent reasonably possible.
- Prior to spring break up and periods of heavy rain, road shoulders will be graded and any debris removed from ditches to assist in drainage.
- If provided by the state, culvert thaw wires will be activated when surface ice appears in drainage ditches and be de-activated when spring thaw has begun. The contractor will notify the airport manager before activating or de-activating any thaw wires.
- Roads should be passable, provide adequate traction and remain free of berms or other hazards.

17. SPRING AND SUMMER MAINTENANCE - AIRPORT:

- All aircraft movement area surfaces will be maintained clear of rocks two (2) inches or more in diameter and any debris. Surfaces shall be graded free of rutting and potholes or depressions that exceed three (3) inches in depth or five (5) inches in diameter that may affect directional control of an aircraft. Should potholes or ruts develop, they shall be backfilled and compacted with similar or like kind runway surface material as soon as possible.
- Once each summer, or as determined by the airport manager, all brush and weeds will be cut and removed from around the runway, taxiway, and apron to ground level. This shall include minor brush cutting within the runway safety area and taxiway safety area which is thirty (30) feet beyond the edges of the runway and two hundred and forty (240) feet beyond the thresholds/ends, unless this encroaches on non-airport property, in which case brush cutting will stop at the property line.
- Once during the spring and once during the fall, assist the airport manager with full length and width grading of gravel surfaces. This shall be done to maintain smooth and consistently level surfaces in aircraft maneuvering areas.

- Proactively clear brush and vegetation away from the SREB, aircraft movement area, lighting systems, segmented circle, wind cones, threshold markers and any other airport visual aids on airport property.

18. SPRING AND SUMMER MAINTENANCE - DITCHES AND CULVERTS: All drainage ditches and culverts will be cleared of any debris that might obstruct drainage. The airport manager must be notified if a collapsed, blocked or otherwise obstructed culvert is discovered which is beyond the contractor's ability to repair.

19. SPRING AND SUMMER MAINTENANCE - ROADS: Roadways shall be maintained in a smoothly graded state over the entire width of the existing road surface. Roadways shall be sloped from the center to each side to allow water to drain from the road.

- Roadway surface will be kept free of rocks three (3) inches or more in diameter.
- As required, all brush or trees must be cut to ground level for a minimum distance of eight (8) feet from the edge of the traveled roadway surface.
- Equipment shall not be driven outside the contract service area for brush clearing without proper coordination with the airport manager for permitting purposes.

20. SIGNS, LIGHTS, MARKERS, & REFLECTORS: The state is responsible for the initial placement of wind cones, threshold markers, runway lights, segmented circle, reflectors, and signs. The contractor will be responsible for replacing any damaged, missing, or burnt-out items of this type. Light lenses must be replaced with the same color and style as the original. During the daily inspections, repair or replace any of these items and mark all items on the inspection list.

The contractor will request from the airport manager any materials necessary to repair or replace these items. The state will provide these materials unless the damage is due to negligence on the part of the contractor. If these items are damaged by the contractor's negligence, the contractor will replace these items at their own expense.

21. MAINTENANCE OF STATE EQUIPMENT: Maintenance of state equipment is coordinated by the State Equipment Fleet (SEF). The airport manager will provide SEF technician contact information to the contractor. The contractor shall provide all hand tools for performing routine daily maintenance. The state shall furnish all necessary fuel, Diesel Exhaust Fluid (DEF), oil, other lubricants, antifreeze and associated filters for use on state supplied equipment only. The contractor shall comply with the following requirements:

- A walkaround inspection shall be performed before and after operating equipment. A checklist provided by the airport manager will be completed for daily walkaround inspections. Any deficiencies should be reported as soon as possible to the airport manager.
- Check coolant, hydraulic system, battery, air filter gauge, DEF and oil levels before starting equipment to be certain that all are in the recommended operating range.
- The contractor shall be aware of equipment needing Diesel Particulate Filter Regeneration procedures, DEF, and its proper use and storage. DEF level should be checked and filled as needed before operation. This pertains primarily to equipment model years 2014 and newer but could exist on equipment as old as 2010. Contact your SEF technician for proper regen procedures.
- The equipment will be greased a minimum of once per week when being used. Fluid reservoirs that can be checked via dipstick, sight glass, or cap removable by hand should be checked for proper levels. Do not check fluid levels of sealed components with fill/drain plugs.

- Before freezing weather begins SEF technicians will winterize equipment. Equipment must be filled with an antifreeze mixture that assures protection to at least -50°F. Contact SEF if unsure if equipment is winterized. Inspect and test cranking and charging systems and all accessory heaters.
- Any time oil or fluids are changed, used oil, oil filters and used antifreeze shall be stored in suitable leak-proof containers and labeled as “used oil” or “used antifreeze” within the equipment storage building and shall not be disposed. The state will be responsible for disposal of these materials.
- All crawler tractor (dozer) frames (swing frames) must be cleaned of all debris after each use.
- Cutting edges will be changed whenever they are worn to within one (1) inch of the moldboard.
- The fan belt and alternator belt should be tight for proper cooling and battery charging. Should the batteries become discharged, they will be stored in a way to keep them from freezing.
- Vertical exhaust pipes/stacks must be kept covered when the equipment is not in use.
- If there are any defects with state owned equipment that the contractor is unable to repair, the airport manager must be advised immediately. For example, if the cutting edges of a blade need replacement and the contractor is unable to perform the work, the airport manager should be notified.
- Equipment shall not be operated in temperatures colder than -30°F unless an emergency condition exists. The contractor shall immediately notify the airport manager.
- Equipment should be started and attain proper running temperature prior to use. Once in operation, the equipment shall not be allowed to idle for more than 10 minutes in temperatures greater than 20°F and 20 minutes in temperatures less than 20°F.

22. NON-ROUTINE MAINTENANCE ON HEAVY EQUIPMENT: During non-routine maintenance such as an engine replacement, state crews with appropriate tools will be sent to the site to accomplish the work.

23. RENTED OR LEASED EQUIPMENT: If the contractor rents or leases any equipment for the performance of this contract, the contractor will be solely responsible for any expense or liability associated with the rental or lease agreement, unless authorized in advance by the airport manager.

24. FUEL REIMBURSEMENT: Fuel reimbursement shall only be authorized if pre-approved by the airport manager. Fuel receipts must be submitted to the airport manager and must include submitters printed name, equipment number, hour meter reading and hours worked. The airport manager will then evaluate the request and process for payment if approved. All requests for fuel reimbursement must be received by the airport manager within 30 days of the date on the fuel receipt.

25. STORING AND ORDERING SUPPLIES: The contractor is responsible for assuring all supplies and parts are stored, labeled and stocked in a safe and organized manner. This includes new and used fuels, oils, lubricants, and replacement parts. The contractor shall notify the airport manager when parts and supplies are required to assure timely procurement and delivery. The contractor will be responsible for the judicious use of state supplied materials, supplies and parts.

26. SPILLS: If a spill of any petroleum products including oils, fuels, lubricants, or solvents occurs on state property, the contractor will assess and contain the spill and immediately notify the airport manager and the DEC Response Team at (907) 269-3063 during normal business hours and (800) 478-9300 outside normal business hours. The contractor shall cordon off the spill site, photograph the area, and prepare a written statement of the event as soon as practicable. The contractor shall complete the Alaska State of Environmental

Conservation Oil & Hazardous Substances Spill Notification Form located at <https://dec.alaska.gov/spar/ppr/spill-information/reporting/> and forward a copy to the airport manager.

In the event the contractor or their representative, causes a spill of fuel or other contaminants, the contractor is responsible for the reporting, containing, and cleanup of the spill. Failure to take proper action will result in no additional cost to the state.

27. ELECTRICITY: Where state furnished electricity is not available, the contractor will provide a power source with a minimum of 2,000 watts/120 volts to plug in and pre-heat equipment during winter months. Typical plug-in devices include transmission pad heater, oil pan heater, block (coolant) heater, and battery charger (maintainer). The contractor shall attempt to conserve electricity. Lights will remain off outside of the standard operating times for the airport unless there is an emergency.

28. UNAUTHORIZED USE & VANDALISM OF STATE ASSETS: The contractor will make reasonable efforts to secure and prevent the unauthorized use or vandalism to state equipment and buildings. The airport manager and local law enforcement must be informed of any such occurrence.

29. TRAINING: The contractor, subcontractor and employees shall attend airport training when provided by the state. When training occurs away from the airport all travel expenses will be paid by the state. The state reserves the right to withhold payment for failure to attend required training.

30. NOTAMS: Notice to Airmen (NOTAM), are advisory messages distributed to airport users by the FAA regarding airport conditions that may be hazardous. When advised by the contractor of hazardous conditions, the airport manager will issue a NOTAM describing the condition. **Note:** The airport manager may require the contractor to issue NOTAMs directly to the FAA Flight Service Station (FSS), under certain circumstances.

31. RUNWAY CONDITIONS AND CLOSURE PROCEDURES: Before beginning snow removal, the contractor shall contact the airport manager or AFSS to issue a NOTAM. When the work is completed, the NOTAM shall be canceled by contacting the airport manager or the AFSS.

Before entering the runway, the contractor shall make a “blind” radio transmission on the appropriate Common Traffic Advisory Frequency (CTAF) to announce intentions. For example: *“Akiak traffic, state maintenance grader entering runway 3/21 for snow removal. All traffic please advise”*. After completing work make a subsequent “blind” notice of departure from runway. While on the runway, announce the “blind” notice any time traffic is heard on the radio.

If at any time the contractor determines the runway is unsafe for use by aircraft, they shall immediately contact the airport manager or AFSS by the quickest means possible to inform them of the unsafe conditions.

ACCIDENT AT THE AIRPORT: If there is an aircraft accident, vehicular accident, or any other accident at the airport, the contractor shall notify the airport manager immediately. The airport manager will assist the contractor in completing any DOT&PF furnished accident report forms.

END OF SCOPE OF WORK

SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately **7/1/2026**, through **6/30/2027**, with the option to renew for **FOUR (4)** additional **ONE-YEAR** terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

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

SEC. 2.03 CONTRACT TYPE

This contract is a **FIRM FIXED PRICE** contract.

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 and 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 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the **AIRPORT MANAGER** or appointed designee.

SEC. 2.07 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 **6/30/2027**.

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 reported HALF1 (January through June 2023) (depends on the timing, may be HALF2 for July-December); and each HALF1 (or HALF2) thereafter. 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. 2.08 CONTRACT PERFORMANCE LOCATION

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. 2.09 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. 2.10 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must identify in the bids the names of the subcontractors and the portions of the work the subcontractors will perform.

If a bid with subcontractors is selected, the bidder must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A bidder's failure to provide this information, within the time set, may cause the state to consider their bid non-responsive and reject it.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 2.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.12 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. 2.13 EQUIPMENT INSPECTION

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

SEC. 2.14 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. 2.15 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. 2.16 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. 2.17 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. 2.18 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. 2.19 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.

The insurance requirements set forth in this section shall apply only to the extent the Contractor furnishes, leases, or otherwise provides equipment, or employs or retains personnel, in the performance of this Contract.

If the Contractor neither provides nor uses its own equipment, nor employs or retains any personnel in connection with the performance of this Contract, the insurance coverage furnished by the State shall apply in lieu of the Contractor's insurance requirements.

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:

- B. the laws of the State of Alaska;
- C. the applicable portion of the Federal Civil Rights Act of 1964;
- D. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- E. 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;
- F. all terms and conditions set out in this ITB;
- G. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- H. 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 and responsibility. Bids deemed non-responsive or non-responsible will be eliminated from further consideration. An evaluation may not be based on discrimination due the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;

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

Alaska Bidder Preference Certification Form

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

SEC. 4.04 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

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

- a) Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service

members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or

- b) has an active partnership with an entity that employs an apprentice through a program described above.

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

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 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. 4.07 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. 4.08 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. 4.09 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. 4.10 METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder. To be considered responsive, bidders must bid on all items.

SEC. 4.11 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 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. 5.02 AUTHORITY

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

SEC. 5.03 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. 5.04 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. 5.05 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. 5.06 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. 5.07 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. 5.08 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. 5.09 DISCLOSURE OF BID CONTENTS

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

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If, and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the bidder undertook the following protective measures:
 - a. marked information confidential;
 - b. for any information marked confidential, identified the authority that makes that specific information confidential; and
 - c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the bidder did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an

APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the bidder.

6. If the bidder undertook each protective measure, the State will withhold the information marked confidential to the following extent:
 - a. the State agrees that the Law protects the information; and
 - b. if the nondisclosure is challenged, the bidder fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify a bidder of a request for the Record and of a planned release if the bidder undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the bidder that it will disclose the information unless the bidder convinces the State not to or obtains an order prohibiting disclosure.

SEC. 5.10 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. 5.11 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. 5.12 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. 5.13 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. 5.14 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. 5.15 CONTRACT CANCELLATION

The state reserves the right to cancel the contract at its convenience upon **30** calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

SEC. 5.16 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. 5.17 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. 5.18 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 contact 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. 5.19 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) Attachment A: Bid Schedule
- 2) Attachment B: Bid Submission Cover Sheet

ATTACHMENT A

Location: Chenega Bay Airport

BID SCHEDULE

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE QTY X UNIT =
1	CHENEGA BAY RURAL AIRPORT MAINTENANCE TERM = JULY 1 THROUGH JUNE 30	1	YEAR	\$	\$

BIDDER'S INFORMATION:

Company Name

Contact Name

Mailing Address

Phone Number

City, State, Zip

BIDDERS RESPONSE CHECK LIST:

- Complete and submit Page 1 of the ITB
- All Mandatory Return Amendments (if applicable)
- Bid Schedule Attachment A
- Bid Submission Cover Sheet Attachment B

ATTACHMENT B

Bid Submission Cover Sheet

PROJECT INFORMATION

ITB NUMBER: _____
PROJECT NAME: _____

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

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	
Project Description	
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
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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