

STATE OF ALASKA

INVITATION TO BID (ITB)



AS NEEDED AC & REFRIGERATION SERVICE

ITB 2527H026

ISSUED SEPTEMBER 25, 2026

The Department of Transportation and Public Facilities Division of Program Management and Administration is soliciting bids for As Needed AC & Refrigeration Service for various locations in Northern Region 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

Signed by:

Adam Tolles

C72D068D8A7C4C1...

PROCUREMENT OFFICER:

Adam Tolles

PHONE: (907) 451-1625

EMAIL: adam.tolles@alaska.gov

COMPANY SUBMITTING BID

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Transportation & Public Facilities (DOT&PF), Division of Program Management and Administration (PMA), is soliciting bids for an As Needed Air Conditioning and Refrigeration Service contract for various Division of Facility Services (DFS) locations in Northern Region Alaska.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 11:00 AM Alaska Time on October 20, 2026 at which time they will be publicly opened. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

SEC. 1.03 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. 1.04 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 email. Other questions may be more complex and may require a written amendment to the ITB. The Procurement Officer will make that decision.

SEC. 1.05 RETURN INSTRUCTIONS

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:

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

Department of Transportation & Public Facilities
Division of Program Management & Administration
Attention: Adam Tolles
Invitation to Bid (ITB) Number: 2527H026
ITB Title: As Needed AC & Refrigeration Service
2301 Peger Road
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.

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.

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 907-451-2222 to confirm that the entire bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.06 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. 1.07 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. 1.08 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. 1.09 ITB SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / ITB Released	N/A	September 25, 2026
Deadline for Receipt of Bids / Bid Due Date	11:00 AM	October 20, 2026
Bid Evaluations Complete	N/A	October 21, 2026
Notice of Intent to Award	N/A	October 21, 2026
Contract Issued	N/A	November 2, 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 & 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. 1.10 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. 1.11 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. 1.12 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

This Invitation to Bid (ITB) is intended to result in a contract for as-needed commercial air conditioning (A/C) and refrigeration maintenance, diagnostic, troubleshooting, repair, and related services for existing equipment located at Department of Transportation & Public Facilities (DOT&PF) Northern Region facilities. Services shall be performed only when requested and authorized by the Project Manager.

1.0 Scope

- 1.1** Provide the DFS Northern Region with qualified Air Conditioning & Refrigeration service and repair on an hourly, as-needed basis for urgent-need support, pre-arranged preventive maintenance, and refrigerant handling and charging on AC&R equipment in the Northern Region of Alaska. These services support the normal facilities operations conducted by DOT&PF, Northern Region, Maintenance and Operations, and Public Facilities Section.
- 1.2** Perform services in accordance with current ASHRAE, NEC, IMC, and EPA standards and guidelines, with particular attention to equipment manufacturers' recommendations and limitations.
- 1.3** Current Locations and Systems. The locations and systems listed below serve as the equipment reference for this as-needed service contract. Work will be performed only when requested and authorized by the Project Manager. A Work Order will be issued for all requested services under the resulting contract.

Site	Address	Equipment
A	Regional Public Health Center 1025 West Barnette, Fairbanks, AK	Rooftop unit and piping; commercial refrigerator; one split system Snyder General- ALP045C-X
B	Department of Natural Resources 3700 Airport Way, Fairbanks, AK	Ground-level outdoor unit and piping; one split unit: York- YCAL0052EE
C	Fairbanks Regional Office Building 675 7th Ave, Fairbanks, AK	Large commercial 120-ton water-cooled, 2-circuit, scroll-compressor R-410 refrigerant chiller with remote condenser (Daikin WGZ130DW with KRACK LAV-24 condenser) Liebert Condenser
D	Hunter Education 1501 College Road, Fairbanks, AK	Lennox 10ACB30-9P Lennox 10ACB60-10P Lennox 10ACB18-9P
E	Peger Road Complex 2301 Peger Rd, Fairbanks, AK	Five separate rooftop condensing units on various buildings: Three Bard units 1 split system - Carrier 1 Daikin
F	Rabinowitz Courthouse 101 Lacey St, Fairbanks, AK	Liebert Condenser
G	Nome ARFF	Mechanical A/C system: Liebert Condenser
H	Dalton Highway, Jim River, Deadhorse, and Point Barrow	"Air Stack" foundation freeze system: McQuay Model-ACZ013ASS12-ER11

2.0 General

- 2.1** The Contractor shall provide all labor, equipment, tools, materials, supervision, transportation, subsistence, and other incidentals necessary to perform all services.

- 2.2 All work and scheduling shall be under the direction of the Project Manager or their designee. A Work Order will be issued for all requested services under the resulting contract.
- 2.3 The State reserves the right to increase or decrease the number of State facilities as additional buildings or systems come online within the DOT Northern Region. Any added facilities or systems must be approved by the Project Manager and must remain within the scope and service limits of this contract.
- 2.4 The Contractor warrants and guarantees to the State that all work will conform to the contract documents and all applicable codes and will be free of defects. The Contractor is responsible for the quality of its own work and inspections, and shall correct all defective work, at its own risk and expense, within 7 working days.
- 2.5 Prompt notice of all defects shall be given to the Contractor.
- 2.6 The Contractor shall respond to emergency calls in the Fairbanks area (Sites A through F) within two (2) hours on weekdays, and four (4) hours on weekends and holidays. For the Western region and Dalton district response to emergencies will be specified in the work orders due to location. Emergency service may be requested verbally by the Project manager and shall be confirmed in writing by email, with a Work Order issued for the work.

3.0 Contractor Qualifications / Security — Required for Award

- 3.1 Contractors shall have a minimum of three full-time Journey-Level AC&R Mechanics, each with at least three (3) years of commercial-sector experience to perform under the resulting contract. Mechanics or other full-time personnel shall be proficient in reviewing, testing, alarm review, setpoint verification, and operational troubleshooting of existing DDC systems, as many AC&R systems are controlled by DDC (automated building controls). Bidders will provide documentation of qualifications and relevant experience servicing large commercial refrigeration systems over 50 tons in capacity, and the DDC systems that control and interface with them.
- 3.2 Contractors shall provide proof of a recycling and recovery program with an EPA-authorized reclamation plant for a minimum of the past five years.
- 3.3 Bidders will provide training certification of journeyman mechanics. Evidence will include copies of training certificates (initial or updated), or a letter documenting a minimum of three years' experience, for the following systems:
 - A. Liebert, Daikin, Carrier, Bard, Trane, York and KRACK equipment, and any other manufacturer of equipment identified in Section 1.3.
 - B. Documentation of continuing education for staff in advancing A/C and refrigeration technologies.
- 3.4 The Contractor shall hold a current Alaska business license and all contractors' registrations and licenses required by the State of Alaska to perform mechanical, refrigeration, and related work under this contract, and shall have been so licensed for a minimum of three years. The Contractors shall maintain a dispatch capability sufficient to meet the emergency response requirements of Section 2.6.
- 3.5 The Contractor shall provide evidence of a proven record of maintaining equipment of the types identified, and shall possess the capability — including qualified technicians, technical expertise, and supporting infrastructure to provide all services required by these specifications.
- 3.6 The Contractor shall designate a supervisor or primary point of contact for work under this contract who has five or more years of documented commercial AC&R experience.
- 3.7 All work performed under this contract requires all technicians performing the work to hold a current EPA-recognized refrigerant handling card.

- 3.8 CJIS / Security Clearance Requirements.** Each person performing on-site work under this contract at the Fairbanks Regional Office Building (FROB) or the Fairbanks Rabinowitz Courthouse shall obtain and maintain Criminal Justice Information Services (CJIS) certificate obtained through the Alaska Department of Public Safety before performing any on-site work.

The Contractor shall submit the required Alaska Department of Public Safety, Division of Statewide Services Personnel Security Clearance Form and User Agreement to DOT&PF's designated Terminal Agency Coordinator (TAC) for processing.

TAC contact: Bonnie Scott

Email: bonnie.scott@alaska.gov

Phone: 907-978-9495

Onsite Contractor personnel performing services at the Fairbanks Rabinowitz Courthouse will provide any additional information or documentation requested by the Alaska Court System to satisfy its facility access requirements. Access to the courthouse will not be granted until all applicable security screening and approval requirements have been completed.

The Contractor is responsible for any fees associated with security clearances and background checks performed by the Alaska Court System or the Department of Public Safety and will not be compensated for any costs associated with obtaining these security clearances.

Each background check or clearance may be individually reviewed by the State based on the location of work, facility occupants, scope of work, and State security interests. Acceptance or denial of any individual is at the sole discretion of the State.

CJIS clearances remain valid unless revoked, suspended, expired, or otherwise no longer accepted by the State. Contractor personnel shall complete annual CJIS refresher training as required to maintain clearance. Background checks shall remain confidential.

The Contractor shall notify the State Project Manager immediately of any change in clearance status, employee action, arrest, judgment, or criminal activity that could affect the State's acceptance of any assigned Contractor personnel.

All Contractor personnel working on State premises shall wear visible, company-issued photo identification and comply with all site-specific security and access requirements. If a Contractor or subcontractor employee's clearance is revoked, suspended, expired, denied, or otherwise not accepted by the State, that individual may be denied access to State facilities to perform under the resulting contract.

- 3.9** Prior to award, Contractors shall submit a list of proposed onsite employees and include security and criminal background check information and certification in compliance with the requirements above.

4.0 Workmanship and Materials

- 4.1** All work shall comply strictly with applicable federal, state, and local regulations, standards, statutes, and codes governing the work and any related trade work. The most recent edition of any applicable regulation, standard, statute, document, or code shall govern.

- 4.2** Contractors will comply with all applicable laws and codes, OSHA safety and health regulations, and the requirements of any governmental agency with jurisdiction over the work.

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- 4.3** The Contractor will recover refrigerants as necessary when performing the work, and comply with EPA regulations for handling, documenting, and disposing of waste or unusable refrigerants.
- 4.4** The Contractor will tune, troubleshoot, repair, and maintain existing A/C and refrigeration systems in accordance with accepted industry standards and manufacturers' recommendations. Repair work under this contract is limited to corrective maintenance and like-for-like replacement of failed or worn components needed to restore existing system operation. Preventive maintenance checklist tasks (Attachment 1) will be performed only upon issuance of a Work Order by the Project Manager or their designee.
- 4.5** All materials and parts used to repair existing systems must be new, current production, and approved by the applicable system manufacturer.
- 4.6** The Contractor is responsible for work-site cleanup and restoration and shall remove and dispose of all Contractor-generated debris upon completion of work. The Contractor shall protect adjacent surfaces and other facility systems from damage during performance of the work. Any areas damaged by the Contractor shall be restored to their prior condition at no expense to the State, to the satisfaction of the Project Manager.

5.0 Reimbursements

- 5.1** Rates shall include all incidental costs, including but not limited to estimates, office support, insurance, basic tools, routine equipment, local dispatch, scheduling, administrative support, overhead, and profit. There shall be no additional charge for basic tools, equipment, routine shop supplies, or travel within the Fairbanks area unless specifically authorized in writing by the Project Manager.
- 5.2** Billable Labor Hours. Labor may be billed only for authorized services performed while Contractor personnel are physically on site at the assigned facility, or for remote troubleshooting/diagnostics specifically requested and approved by the Project Manager with the issuance of a work order. Billable on-site labor begins upon arrival at the work site and ends when personnel leave the work site. Administrative time, estimating, scheduling, dispatch, routine tool loading, and travel within the Fairbanks area are not billable unless specifically approved in writing. Travel time is addressed under Section 5.4 and is not billable unless specifically approved in writing.
- 5.3** Material compensation will be at actual cost, F.O.B. final destination, with no markup, handling charge, or other add-on. Evidence of the Contractor's cost — the supplier's invoice — shall be provided to the Project Manager, who may withhold payment on any invoice until acceptable cost evidence is provided. The Contractor shall pass through to the State the full benefit of any manufacturer, distributor, or volume discount, rebate, or credit received on materials furnished under this contract. Contractor overhead, profit, and the cost of procuring materials are included in the hourly rates established under Section 5.1 and are not separately reimbursable. Reimbursement for other expenses necessary to carry out the work, including but not limited to cab fare and parking fees (not parking tickets), shall be at actual cost, with receipts required.
- 5.4** Reimbursement for work outside the Fairbanks area:
- A.** Airfare: regular coach fare (receipts required).
 - B.** Lodging: actual cost (receipts required).
 - C.** Travel time, when specifically approved in writing by the Project Manager before travel occurs, shall be billed at the travel rate listed on Attachment 2 Bid Schedule. Travel time shall not be billed at the regular service-call rate or after-hours/overtime rate unless separately authorized in writing.

- D. For work off the road system, rental-vehicle reimbursement will be at actual cost, with receipts required.
- E. All work to be performed outside the Fairbanks area and all travel authorizations and reimbursements will be specified in a work order.

6.0 Reports and Invoices

- 6.1** The Contractor will provide a service report within one calendar week of completed or in-progress work to the Project Manager. The Contractor will notify the Project manager within 24 hours of any item preventing completion of the work, or of any additional work needed to make the system operational. If the Contractor identifies recommended work outside the scope of the issued Work Order or of this contract, the contractor shall notify the Project Manager and receive written approval for the additional work prior to proceeding.
- 6.2** The Contractor shall supply a weekly report to the Project Manager on all open callouts, detailing current status, plan of action, cumulative hours, and any other reimbursements.
- 6.3** Invoices shall be submitted monthly and shall include the SOA Work Order number, building/location, date(s) of service, equipment serviced, a detailed service description, requested PM tasks completed, applicable labor category/rate, billable on-site hours, approved travel time, reimbursable travel expenses, materials/commodities, supporting supplier invoices, and a cost breakdown for the service.

END OF SPECIFICATIONS

SEC. 2.02 CONTRACT TERM

The length of the initial contract will be from the date of the award ending June 30, 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.

SEC. 2.03 CONTRACT TYPE

This contract is a Firm Fixed Price 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](#) 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 SERVICE DEFICIENCY CLAIMS

The Contractor's failure to provide a service required by this contract will be grounds for the state to issue a Service Deficiency Claim (SDC) to the Contractor. The SDC will be provided to the Contractor in writing. The Contractor will advise the state, in writing, of the corrective action being taken. If a deficiency is not corrected within 7.5 working hours from the time it is issued, the state may issue another SDC and procure, from another Contractor, the services necessary to correct the problem. If a Contractor gets more than two substantiated SDC's in a 30-day period or a total of 4 substantiated SDC's during the term of a contract period, it will be grounds for the state to declare the Contractor in default. COMPLAINT PROCEDURE All complaints regarding services shall be routed to the Project Manager, who shall investigate the report and record all complaints, with any comments.

1. If a Contract violation occurs, reports must be sent/made as soon as practicable, in writing, to/by the Project Manager.
2. The complaint shall clearly state the time, date, and location of the infraction. A brief, but specific, description of the incident and the names of all people involved shall be provided. The Project Manager shall review the complaint, and determine the site, page and paragraph of the contract section violated.
3. The Project Manager shall review the complaint and, if required, contact the Contractor, issue a Service Contract Deficiency (SDC) and try to resolve the problem. The Project Manager and the Contractor shall make every attempt to resolve the SDC. The Project Manager shall approve or disapprove the remedy. Disapproval of the remedy may result in another SDC being issued. Correction of the problem that led to the issuance of the SDC does not invalidate nor remove the SDC.
4. In the event the SDC cannot be resolved at the local level, the Project Manager shall refer to the Procurement Officer for final determination.
5. If any questions arise regarding the procedure during the term of the Contract, contact the Procurement Officer, at 907-451-1625.

SEC. 2.07 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the Project Manager 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 June 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 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 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. 2.10 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. 2.11 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.12 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.13 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. 2.14 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. 2.15 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. 2.16 CONTINUING OBLIGATION OF CONTRACTOR

The contractor is responsible for resolving any delivery disputes or product quality issues that arise prior to final payment.

SEC. 2.17 BILLING INSTRUCTIONS

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

1. Contract Number
2. Vendor Name
3. Dates of Service
4. Services Provided

Invoices will be submitted electronically to dot.nr.accountspayable@alaska.gov. The state will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to Project Manager.

SEC. 2.18 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 of Alaska shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. If the insurer does not notify the State of Alaska on policy cancellation it shall be the contractor's responsibility to notify the State of Alaska of such cancellation.

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. All policies for general liability shall be primary and non-contributing with any insurance that may be carried by the State of Alaska.

The contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and contractor shall ensure that the State is an additional insured on insurance required from subcontractors.

Policies written on a "claims-made" basis must have a two (2) year tail of coverage, or an unbroken continuation of coverage for two (2) years from the completion of the contract requirements.

2.1 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 Employers Liability with limits of at least \$1,000,000. Also, where applicable, the contractor shall provide and maintain 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 of Alaska.

2.2 Commercial General Liability Insurance including:

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations
- \$1,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence
- \$5,000 Medical Payments

The policy must name the State of Alaska as an "additional insured" and the actual policy endorsement shall accompany each Certificate of Insurance. The policy shall be endorsed to waive all rights of subrogation against the State of Alaska by reason of any payment made for claims under this coverage. This policy endorsement shall accompany each Certificate of Insurance

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per claim, to include: owned, hired, and non-owned. The policy must name the State of Alaska as an "additional insured" and the actual policy endorsement shall accompany each Certificate of Insurance. The policy shall be endorsed to waive all rights of subrogation against the State of Alaska by reason of any payment made for claims under this coverage. This policy endorsement shall accompany each Certificate of Insurance.

SEC. 2.19 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the State of Alaska 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 State of Alaska for a claim for, or liability for, the independent negligence of the State of Alaska. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the State of Alaska, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "State of Alaska", 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 State of Alaska's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

SEC. 2.20 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.

SEC. 2.21 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.

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 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(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 by lot to the lowest responsive and responsible bidder. There are three (3) lots. To be considered responsive for a lot, bidders must bid on all items within that lot.

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 to 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 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. 5.05 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. 5.06 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. 5.07 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. 5.08 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: [Office to Monitor and Combat Trafficking in Persons - United States Department of State](#)

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

SEC. 5.09 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. 5.10 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. 5.11 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. 5.12 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. 5.13 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. 5.14 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. 5.15 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. 5.16 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. 5.17 CONTRACT CANCELLATION

- 1) The state reserves the right to cancel the contract at its convenience upon thirty (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.

SEC. 5.18 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. 5.19 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. 5.20 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. 5.21 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 1 - Preventative Maintenance Checklist
- 2) Attachment 2 - Bid Schedule
- 3) Attachment 3 - Bid Submission Cover Sheet
- 4) Attachment 4 - Alaska Bidders Preference Certification

DOCUMENTS REQUIRED AT TIME OF BID OPENING:

- a) Completed page one of the ITB.
- b) Preventative Maintenance Checklist – **Attachment 1 of this Solicitation.**
- c) Completed Bid Schedule – **Attachment 2 of this Solicitation.**
- d) Bid Submission Cover Sheet – **Attachment 3 of this Solicitation.**
- e) Alaska Bidders Preference Certification – **Attachment 4 of this solicitation**

DOCUMENTS REQUIRED PRIOR TO CONTRACT AWARD:

- a) Current certificate of insurance per Section 2.18.
- b) Current Alaska Business License.
- c) A list of proposed onsite Contractor personnel with CJIS certificates and criminal background checks.

These documents are required within 10 days of the issuance of the Notice of Intent to Award.

ITB 2527H026 As-Needed AC & Refrigeration Service

Preventative maintenance Checklist

(This checklist applies only to preventative maintenance tasks requested and authorized by the State representative as an As-Needed service. It does not establish a scheduled PM program.)

1. Check system for proper refrigerant charge - adjust if necessary
2. Check compressor amps
3. Check condenser fan amps
4. Clean, check and adjust condenser fan
5. Check condensing temperature split at condensing coil
6. Check condenser coil (clean as needed)
7. Flush or blowout condensate drain line
8. Check temperature split at evaporator coil
9. Check and clean evaporator drain pan
10. Check contactor points
11. Check capacitor
12. Check thermostat calibration
13. Check blower amps
14. Check all electrical connections
15. Check safety controls where applicable
16. Change filter
17. Inspect thermostat and observe its operation
18. Check all wiring and connections inside the unit and disconnect box.
19. Lubricate all moving parts where necessary
20. Check for visible leaks
21. Check final performance
22. Report recommended maintenance items, corrective repairs, or observed deficiencies needed to preserve existing system operation.

Attachment 2**LOT 1 BID SCHEDULE****Lot 1 -Fairbanks**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	HOURLY RATE	EXTENDED PRICE
1	Regular Labor Hours	120	\$	\$
2	After-Hours / Overtime Labor Hours	30	\$	\$
3	Pre-Approved Travel Time	30	\$	\$
Total Extended price			\$	

Lot 2 -Western

ITEM	DESCRIPTION	ESTIMATED QUANTITY	HOURLY RATE	EXTENDED PRICE
1	Regular Labor Hours	120	\$	\$
2	After-Hours / Overtime Labor Hours	30	\$	\$
3	Pre-Approved Travel Time	30	\$	\$
Total Extended price			\$	

Lot 3 -Dalton

ITEM	DESCRIPTION	ESTIMATED QUANTITY	HOURLY RATE	EXTENDED PRICE
1	Regular Labor Hours	120	\$	\$
2	After-Hours / Overtime Labor Hours	30	\$	\$
3	Pre-Approved Travel Time	30	\$	\$
Total Extended price			\$	

To be considered responsive, bidders must provide the following information with their bid:

The Bidder certifies that it can meet the required Emergency Response times:

☐ Yes

☐ No

- Weekdays – Two (2) hours
- Weekends/Holidays – Four (4) hours

Failure to meet the required response times may result in the bid being determined non-responsive.

By submitting a bid, the Bidder certifies that it:

- ☐ Maintains the required State of Alaska licenses.
- ☐ Employs qualified HVAC/R technicians meeting the solicitation requirements.
- ☐ Maintains EPA refrigerant certifications.
- ☐ Can obtain required CJIS and Alaska Court System security clearances.
- ☐ Maintains a dispatch capability sufficient to meet the emergency response requirements specified in Section 2.06 of the Scope of Work.

The bidder's failure to provide the following information may cause the bid to be rejected as nonresponsive:

Submitted by:

Business Name: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

ATTACHMENT 3

Bid Submission Cover Sheet

PROJECT INFORMATION

ITB NUMBER: 2527H026
PROJECT NAME: As Needed AC & Refrigeration Services

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.	☐ YES ☐ NO
2	The bidder confirms that it has the financial strength to provide and/or perform and maintain the services required under this ITB.	☐ YES ☐ NO
3	The bidder accepts the terms and conditions set out in the ITB and agrees not to restrict the rights of the state.	☐ YES ☐ NO
4	The bidder confirms that they can obtain and maintain all necessary insurance as required on this project.	☐ YES ☐ 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.	☐ YES ☐ 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.	☐ YES ☐ NO
7	The bidder complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	☐ YES ☐ NO
8	The bidder complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	☐ YES ☐ NO
9	The bidder complies with the applicable portion of the Federal Civil Rights Act of 1964.	☐ YES ☐ NO
10	The bidder can provide (if requested) financial records for the organization for the past three years.	☐ YES ☐ NO
11	The bidder has not had any contracts terminated by the State of Alaska (within the past five years).	☐ YES ☐ 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.	☐ YES ☐ 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.	☐ YES ☐ 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.	☐ YES ☐ 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.	☐ YES ☐ 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.	☐ YES ☐ NO
17	The bidder is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	☐ YES ☐ NO
18	The bidder certifies they comply with the laws of the State of Alaska.	☐ YES ☐ NO
19	The bidder confirms their bid will remain valid and open for at least 90 days.	☐ YES ☐ 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?

☐ YES ☐ 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	2527H026
Project Description	As Needed AC and Refrigeration Services
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?	☐ Yes ☐ No
Alaska Veterans Preference: Do you believe your firm qualifies for the Alaska Veteran Preference?	☐ Yes ☐ No
Alaska Military Skills Program Preference: Do you believe your firm qualifies for the Alaska Military Skills Program Preference?	☐ Yes ☐ 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)?	☐ Yes ☐ 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)?	☐ Yes ☐ 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)?	☐ Yes ☐ 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?	☐ Yes ☐ 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)?	☐ Yes ☐ 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)?	☐ Yes ☐ 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)?	☐ Yes ☐ 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)?	☐ Yes ☐ No

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

1	Incorporated or qualified to do business under the laws of the state?	☐ Yes ☐ No
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?	☐ Yes ☐ No
2	Is your business a Limited Liability Corporation organized under AS 10.50 and ALL members are residents of the state?	☐ Yes ☐ 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?	☐ Yes ☐ No
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?	☐ Yes ☐ No
2	A partnership under AS32.06 or AS32.11 and a majority of the members are Alaska veterans?	☐ Yes ☐ No
3	A limited liability company organized under AS10.50 and a majority of the members are Alaska veterans?	☐ Yes ☐ No
4	A corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans?	☐ Yes ☐ 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 National 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?	☐ Yes ☐ 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	☐ Yes ☐ No
2	Have an active partnership with an entity that employs an apprentice through a program described in item 1 above?	☐ Yes ☐ No
3	Have proof of an employee’s graduation or enrollment in a qualified program as described in 1. above?	☐ Yes ☐ No