

STATE OF ALASKA

INVITATION TO BID (ITB)



LUBRICATING OILS FOR ALASKA MARINE HIGHWAY SYSTEM

ITB 2526H098

ISSUED SEPTEMBER 30, 2026

THE PURPOSE OF THIS CONTRACT IS TO SECURE A DEPENDABLE VENDOR TO PROVIDE, AS NEEDED, COMMONLY USED LUBRICATING OILS AND RELATED SUPPLIES ACROSS THE ALASKA MARINE HIGHWAY SYSTEM (AMHS) FLEET. THESE ITEMS WILL BE SUPPLIED AT CONTRACTED PRICES TO SUPPORT CONSISTENT OPERATIONS, REGULATORY COMPLIANCE, AND COST-EFFECTIVE FLEET MAINTENANCE.

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 Division of Program Management & Administrative Services	COMPANY SUBMITTING BID
<i>Kaiden Ward</i>	
PROCUREMENT OFFICER:	AUTHORIZED SIGNATURE
KAIDEN WARD	
PHONE: (907) 465-8446	PRINTED NAME
KAIDEN.WARD@ALASKA.GOV	
	DATE

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS.....	4
SEC. 1.01 PURPOSE OF THE ITB	4
SEC. 1.02 BUDGET	4
SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS	4
SEC. 1.04 PRIOR EXPERIENCE	4
SEC. 1.05 REQUIRED REVIEW	4
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS	4
SEC. 1.07 RETURN INSTRUCTIONS	5
SEC. 1.08 ASSISTANCE TO BIDDERS WITH DISABILITY	5
SEC. 1.09 AMENDMENTS TO BIDS	5
SEC. 1.10 AMENDMENTS TO THE ITB	5
SEC. 1.11 ITB SCHEDULE	6
SEC. 1.12 ALTERNATE BIDS	6
SEC. 1.13 SUPPORTING INFORMATION	6
SEC. 1.14 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER	6
SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION.....	7
SEC. 2.01 SCOPE OF WORK	7
SEC. 2.02 CONTRACT TERM	12
SEC. 2.03 CONTRACT TYPE.....	13
SEC. 2.04 PAYMENT FOR STATE PURCHASES	13
SEC. 2.05 ELECTRONIC PAYMENTS.....	13
SEC. 2.06 CONTRACT ADMINISTRATION.....	13
SEC. 2.07 CONTRACT PRICE ADJUSTMENTS	13
SEC. 2.08 CONTRACT PERFORMANCE LOCATION	14
SEC. 2.09 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED	14
SEC. 2.10 SUBCONTRACTORS.....	14
SEC. 2.11 JOINT VENTURES	15
SEC. 2.12 RIGHT TO INSPECT PLACE OF BUSINESS	15
SEC. 2.13 F.O.B. POINT.....	15
SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	15
SEC. 2.15 NEW EQUIPMENT.....	15
SEC. 2.16 DISCONTINUED ITEMS	16
SEC. 2.17 SHIPPING DAMAGE.....	16
SEC. 2.18 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS	16
SEC. 2.19 CONTINUING OBLIGATION OF CONTRACTOR.....	16
SEC. 2.20 BILLING INSTRUCTIONS.....	16
SEC. 2.21 ESTIMATED QUANTITIES	16
SEC. 2.22 WARRANTY.....	17
SEC. 2.23 NONDISCLOSURE AND CONFIDENTIALITY.....	17
SEC. 2.24 INDEMNIFICATION	18
SEC. 2.25 INSURANCE	19
SECTION 3. BID FORMAT AND CONTENT	21
SEC. 3.01 BID FORMS	21
SEC. 3.02 PRICES	21
SECTION 4. EVALUATION AND CONTRACTOR SELECTION.....	22
SEC. 4.01 EVALUATION OF BIDS	22
SEC. 4.02 APPLICATION OF PREFERENCES	22
SEC. 4.03 ALASKA BIDDER PREFERENCE.....	22
SEC. 4.04 ALASKA VETERAN PREFERENCE	23
SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE	23
SEC. 4.06 ALASKA PRODUCT PREFERENCE.....	24
SEC. 4.07 EMPLOYMENT PROGRAM PREFERENCE	25
SEC. 4.08 ALASKANS WITH DISABILITIES PREFERENCE	25
SEC. 4.09 PREFERENCE QUALIFICATION LETTER.....	25
SEC. 4.10 EXTENSION OF PRICES.....	25
SEC. 4.11 METHOD OF AWARD	25
SEC. 4.12 CONTRACTOR SELECTION PROCESS	26
SEC. 4.13 NOTICE OF INTENT TO AWARD	26
SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION.....	27
SEC. 5.01 INFORMAL DEBRIEFING.....	27
SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	27

SEC. 5.03	AUTHORITY	27
SEC. 5.04	COMPLIANCE	28
SEC. 5.05	SUITABLE MATERIALS, ETC.	28
SEC. 5.06	SPECIFICATIONS	28
SEC. 5.07	ITEM UPGRADES	28
SEC. 5.08	WORKMANSHIP AND MATERIALS	28
SEC. 5.09	CONTRACTOR SITE INSPECTION	28
SEC. 5.10	ORDER DOCUMENTS.....	28
SEC. 5.11	HUMAN TRAFFICKING	28
SEC. 5.12	RIGHT OF REJECTION	29
SEC. 5.13	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	29
SEC. 5.14	DISCLOSURE OF BID CONTENTS	29
SEC. 5.15	ASSIGNMENTS	30
SEC. 5.16	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)	30
SEC. 5.17	DEFAULT	31
SEC. 5.18	DISPUTES.....	31
SEC. 5.19	SEVERABILITY.....	31
SEC. 5.20	CONTRACT CANCELLATION	31
SEC. 5.21	GOVERNING LAW; FORUM SELECTION	31
SEC. 5.22	QUALIFIED BIDDERS	31
SEC. 5.23	FEDERALLY IMPOSED TARIFFS	32
SEC. 5.24	PROTEST	32
SECTION 6.	ATTACHMENTS.....	34
SEC. 6.01	ATTACHMENTS	34

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Transportation & Public Facilities, Division of Alaska Marine Highway Systems (AMHS), is soliciting bids to secure a reliable lubricating oils supply vendor to provide, on an as-needed basis, commonly used lubricating oils and associated supplies required by marine engineering personnel for the maintenance and operation of vessel machinery and onboard systems throughout the Alaska Marine Highway System fleet. The contractor will furnish these items at contracted prices, supporting consistency, regulatory compliance, and cost-effective fleet operations.

SEC. 1.02 BUDGET

The Department of Transportation and Public Facilities (DOT&PF), Alaska Marine Highway System (AMHS), estimates a budget of **\$1,000,000** dollars for this contract. Bids priced at more than **\$1,000,000** will be considered non-responsive.

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 **2:00PM** Alaska Time on Tue **October 21, 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 PRIOR EXPERIENCE

No specific minimums have been set for this ITB.

SEC. 1.05 REQUIRED REVIEW

Bidders must 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. 1.06 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. 1.07 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:

Submitting by US Mail:	Submitting by Courier Delivery Service
Department of Transportation and Public Facilities	Department of Transportation and Public Facilities
Division of Program Management & Administrative Services	Division of Program Management & Administrative Services
Attn: Kaiden Ward	Attn: Kaiden Ward
ITB: 2526H098	ITB: 2526H098
Lubricating Oils for Alaska Marine Highway System	Lubricating Oils for Alaska Marine Highway System
P.O. Box 112500	3132 Channel Drive, Suite 350
Juneau, AK 99811-2500	Juneau, AK 99801

If submitting your bid via email, the entire bid may be emailed to dotstatewideprocurement@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 **15mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 15 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 **907-465-8447** to confirm that the entire bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO BIDDERS WITH DISABILITY

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aid, 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. 1.09 AMENDMENTS TO BIDS

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

SEC. 1.10 AMENDMENTS TO THE ITB

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

SEC. 1.11 ITB SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / ITB Released		Wednesday September 30, 2026
Deadline for Receipt of Bids / Bid Due Date	2:00PM AKST	Wednesday October 21, 2026
Bid Evaluations Complete		Wednesday October 21, 2026
Notice of Intent to Award		Friday October 23, 2026
Contract Issued		Monday 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. 1.12 ALTERNATE BIDS

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

SEC. 1.13 SUPPORTING INFORMATION

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

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

SEC. 1.14 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

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

SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION

SEC. 2.01 SCOPE OF WORK

Product Requirements:

Lubricants

All lubricants supplied by the Contractor or Subcontractor(s) must be free of impurities such as water, dirt, harmful oils, fibrous materials, bacteria, or any other contaminants. If contamination causes damage, the Contractor is responsible for all resulting costs incurred by AMHS.

Product Testing

Before award and/or during the contract, the State may conduct tests, using appropriate equipment and methods, to verify that the products meet the required specifications. The Contractor may participate in these tests if they request to do so in writing.

Remedy

If lubricants are found to be below standard or contaminated, the Contractor is responsible for all related costs. This includes removing contaminated lubricants from the vessel, crew labor, machinery damage, replacement parts and filters, and any additional passenger expenses. Impurities include, but are not limited to, water, dirt, fibrous materials, bacteria, and other contaminants.

Compatibility

Contractor products must be compatible with the Chevron products currently in use. When mixed either in storage or while in service, they must not: separate, form sludge, precipitate, or degrade.

After award, the Contractor must promptly inform AMHS of any products that are not compatible with the Chevron items being replaced. If either AMHS or the Contractor determines that existing lubricants must be removed before introducing the Contractor's product, the removal and flushing must be scheduled to minimize impacts on ferry operations.

If the low-bid products differ from the products currently used on a vessel, the Contractor may choose to begin service earlier than the vessel's next scheduled oil and lube change. To do so, the Contractor must either:

- Provide written confirmation from both the current manufacturer and the Contractor's manufacturer that the two lubricants can be safely mixed, **or**
- Replace all onboard oil and lubricants on a gallon-for-gallon and pound-for-pound basis at no cost to the State. All removed oil becomes the Contractor's property and must be disposed of by the Contractor.

Non-Standard Orders

This specification covers all non-standard lubricant orders. Pricing for non-standard items will be based on the percentage mark-up from the manufacturer's list price, identified by the Bidder on the Bid Schedule. For evaluation purposes, the Bid Schedule will also require pricing for a sample item using that multiplier. This accounts for future equipment needs.

Performance Requirements

The Contractor must supply all lubricants, greases, hydraulic fluids, and gear compounds listed in the Bid Schedule necessary to support operations of the eight Alaska Marine Highway System (AMHS) vessels.

Phone or Email Orders

The State may place orders by phone or email. Phone orders will be confirmed by the vessel via email, and email orders will be acknowledged with a return email. Each order will include the vessel name, delivery location, delivery time, product type, and required quantity or package size.

Advance Notice

The State will make every effort to give the Contractor at least two working days' notice before delivery is required.

Emergency Delivery

If delivery is needed with less than 48 hours' notice, the Contractor may charge an emergency delivery fee. Bidders must list the emergency delivery cost on the Bid Schedule.

Delivery

Lubricants may be required while vessels are operating or during maintenance periods. Deliveries will be scheduled based on the vessel's needs and must not delay vessel departures. AMHS schedules are available at <http://www.dot.state.ak.us/amhs/schedules.shtml>, and vessel arrival times may vary due to weather. The Contractor must be prepared to deliver to AMHS vessels at the ferry terminals and repair facilities listed in the contract.

Terminals:

- Bellingham, Washington- 355 Harris Ave, Bellingham, WA 98225
- Ketchikan, Alaska- 3501 Tongass Ave, Ketchikan, AK 99901
- Juneau, Alaska- 6858 Glacier Hwy, Juneau, AK 99811
- Skagway, Alaska- Mile 0 Klondike Hwy, Skagway, AK 99840-0263
- Kodiak, Alaska- 100 Marine way, Ste. 100, Kodiak, AK 99615
- Homer, Alaska- 4693 Homer Spit Rd, Homer, AK 99603
- Valdez, Alaska- 520 Ferry Terminal Way, Valdez, AK 99686
- Whittier, Alaska- West Camp Rd, Whittier, AK 99693

Repair Sites:

- Ketchikan (Vigor Alaska) 3810 Tongass Ave, Ketchikan, AK 99901
- Seward (Vigor Alaska) 3306 Sorrel Rd, Seward, AK 99664
- Seattle, Bellingham, Washington area shipyards

Deliveries To Non-Listed Locations

If delivery is required at a location not listed on the Bid Schedule, the unit price for the nearest listed location will apply. Any additional shipping costs will be invoiced as a separate line item. The State may determine the closest or most cost-effective contracted location for pricing and may choose the most efficient shipping method.

Advance Notice by Contractor

The Contractor must inform the freight carrier that AMHS terminals and ports require at least 24 hours' advance notice before delivery.

Contractor Responsibilities at Delivery

1. Delivery personnel must arrive within 30 minutes of the scheduled delivery time.

2. The Contractor is responsible for ensuring timely delivery and must deliver all products at an adequate flow rate.
3. The Contractor must provide necessary equipment—such as lift gates, hydraulic lifts, or pumping equipment—to offload product to the vessel's car deck or into storage tanks.
4. The Contractor may charge demurrage if delayed more than one hour. Any demurrage cost must be listed on the Bid Schedule.
5. Although most deliveries occur between 8:00 AM and 5:00 PM, Monday through Friday, approximately 20% will occur outside normal business hours. No call-out fees or overtime rates will be allowed. Bidders must factor these non-business-hour deliveries into their bid price.
6. The Contractor may deliver engine oil in bulk or by drum. Products must be delivered at a flow rate sufficient for pumping into vessel tanks.
7. Vessel engineers or other AMHS-designated personnel will sign delivery receipts and verify product quantities.
8. Bulk pricing applies to all engine oil deliveries over 500 gallons.

Inventory

The Contractor must maintain adequate product inventory at each location serving vessels at that port. The Contractor is responsible for monitoring seasonal schedule changes posted on the AMHS website.

<https://www.dot.state.ak.us/oars/reservations/CalendarFM.amhsf>

Other Requirements:**Product Changes**

The Contractor must provide advance notice of any changes to the main engine oil formulation, including base oil or additive package changes.

Reporting Changes

Every six months, the Contractor must provide a summary of any formulation changes to the main engine oil.

Product Documentation

The Contractor must provide DOT&PF/AMHS with current catalogs, product data sheets, and price lists, including product names, name changes, discontinued items, and replacements. Materials must be supplied in both hard copy and electronic format.

Volume Reports

Sixty calendar days before the end of each contract year, the Contractor must furnish the State a volume report by product type, location, and individual vessel name.

Reports

All reports must be submitted electronically in MS Word, MS Excel, or Adobe PDF format.

Drums

The Contractor must remove all empty drums supplied under this contract. Some drums may be emptied by vessel personnel and may be picked up from a different F.O.B. location than the original delivery point. All empty drums must be removed within seven days of State notification. The Contractor is responsible for collecting and disposing of drums in compliance with all applicable local, state, and federal regulations.

Technical Support

The Contractor will provide technical assistance from a qualified lubricant engineer or technical expert to the AMHS vessel crew and DOT&PF/AMHS staff regarding lubricant performance and analytical results. This assistance must be available twenty-four (24) hours a day, seven (7) days a week, including holidays. Upon request from AMHS, the Contractor must provide their lubricant engineer or technical expert to assist AMHS in reviewing test reports and recommending appropriate operational actions. These services must be provided at no additional cost to the state.

The bidder must identify the lubricant engineer and/or technical expert who will provide these services and submit a resume of qualifications. If this individual changes, the Contractor must provide a complete resume of the replacement to the Procurement Officer and the Senior Port Engineer.

Within five (5) days after contract implementation, the Contractor must provide contact and emergency contact information for the assigned lubricant engineer or technical expert to the Procurement Officer and the AMHS Senior Port Engineer.

Additionally, the Contractor must provide AMHS with annual on-site (Ketchikan) technical assistance from a qualified lubricant engineer or technical expert to address questions regarding lubricant performance and analytical results.

Protection Of State Property and Spill Prevention:

The Contractor must comply with all applicable federal, state, and local regulations, codes, laws, and port authority requirements.

The Contractor may not damage or contaminate State buildings, equipment, pavement, soil, vegetation, or other property. Any damage or contamination must be repaired or replaced at no cost to the State and to the State's satisfaction. If the Contractor fails or refuses to make required repairs, the State may do the repairs and hold the Contractor liable for all associated costs. The State may deduct such costs from payments due under this contract.

The Contractor must take all legally required measures to prevent petroleum, oil, or lubricant (POL) spills, including any release onto land or water. If the Contractor causes a POL spill—including gasoline, diesel, fuel oil, lubricants, hydraulic oil, or aviation fuel—they are responsible for containment, cleanup, and disposal. If the Contractor fails or refuses to act, the State may conduct the cleanup and require full reimbursement, including any fines assessed by federal or local agencies.

Spill Clean-Up:

The Contractor is responsible for all POL spills caused by their negligence during transit or unloading. In Alaska, Contractors must immediately report spills to the Alaska Department of Environmental Conservation (DEC) and the U.S. Coast Guard National Response Center and begin cleanup. Required reporting numbers include:

DEC Spill Response Contact: 907-269-7558

In Washington State, Contractors must immediately report spills to all of the following 24-hour numbers and begin cleanup:

Washington State Department of Ecology, Northwest Regional Office: 206-594-0000

Washington Emergency Management Division: 1-800-258-5990 or 1-800-OILS-911

U.S. Coast Guard National Response Center: 1-800-424-8802

Failure to report or clean up spills will result in the State taking corrective action and holding the Contractor liable for all costs.

Vessels:

The State reserves the right to add or remove vessels from lubricating services under this contract.

Estimated Annual Use: The following is a list of products used. These quantities may be used as an estimate and may vary from the quantities actually purchased. The state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.

PRODUCT	QUANTITY (gallons)
CV DELO 477CFO 40	11,755
CV DELO 400 15W40	10,670
CHV TARO 20 DP 40	10,499
CV DLO 400 SAE40	8,297
CV DLO MAR 1000 40	6,325
CVDEL400SESAE15W40	5,810
CV RANDO HD ISO 46	1,460
CV MA-O AW ISO220	715
CV GST OIL ISO 68	590

Vessel	Sumps/Storage/Gear of Tanks	Quantity	Capacity in Gallons Per Tank
Aurora	Main Engine Sumps	2	142 Gallons DELO 710 LS 20W40
	Main Engine Storage	1	812 Gallons DELO 710 LS 20W40
	Auxiliary Engine Sumps	2	68 Gallons DELO 400 XLE SB 15W40
	Auxiliary Engine Storage	1	314 Gallons DELO 400 XLE SB 15W40
	Reduction Gear Sumps	2	150 Gallons MEROPA 150
Columbia	Main Engine Sumps	2	2117 Gallons TARO 20DP40
	Main Engine Storage	1	5685 Gallons TARO 20DP40
	Auxiliary Engine Sumps	4	160 Gallons DELO 400 15W40
	Auxiliary Engine Storage	1	1723 Gallons DELO 400 15W40
	Reduction Gear Sumps	2	265 Gallons DELO 710 LE 20W-40
Hubbard	Main Engine Sumps	2	265 Gallons DELO 710 LE 20W-40
	Main Engine Storage	1	505 Gallons DELO 710 LE 20W-40
	Auxiliary Engine Sumps	3	21 Gallons DELO 15W-40
	Auxiliary Engine Storage	1	168 Gallons DELO 15W-40
	Reduction Gear Sumps	1	337 Gallons MOBIL SHC629
Kennicott	Main Engine Sumps	2	495

	Main Engine Storage	1	5376
	Auxiliary Engine Sumps	2	165
	Auxiliary Engine Storage	1	681
	Reduction Gear Sumps	2	125
LeConte	Main Engine Sumps	2	1400
	Main Engine Storage	2	1412
	Auxiliary Engine Sumps	2	68
	Auxiliary Engine Storage	1	125
	Reduction Gear Sumps	2	300
Lituya	Main Engine Sumps	2	60 Gallons DELO 15W40
	Main Engine Storage	1	1127 Gallons DELO 15W40
	Auxiliary Engine Sumps	1	18 Gallons DELO 15W40
	Auxiliary Engine Storage		
	Reduction Gear Sumps		
Tazlina	Main Engine Sumps	2	265 Gallons Chevron DELO 710LS 20W-40
	Main Engine Storage	1	500 Gallons Chevron DELO 710LS 20W-40
	Auxiliary Engine Sumps	3	21 Gallons Chevron DELO 15W-40
	Auxiliary Engine Storage	1	170 Gallons Chevron DELO 15W-40
	Reduction Gear Sumps	2	Unknown Gallons in Sump MOBIL SCH 629 360 Gallons in Storage Tank
Tustumena	Main Engine Sumps	2	250 Gallons DELO 710LS 20W-40 each sump.
	Main Engine Storage	1	1100 Gallons DELO 710LS 20W-40
	Auxiliary Engine Sumps	2	50 Gallons of DELO 400 XLE 15W-40 Each Sump.
	Auxiliary Engine Storage	1	300 Gallons DELO 400 XLE 15W-40
	Reduction Gear Sumps	2	135 Gallons Of MEROPA 320 Each Sump.

SEC. 2.02 CONTRACT TERM

The contract term will begin on the date of award, approximately **November 2, 2026**, and will continue through **October 31, 2027**. The State may, at its sole discretion, renew the contract for up to four additional one-year terms under the same terms and conditions as the original contract.

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 will 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 & 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. 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 to 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 procurement officer or person appointed by the Department of Transportation & Public Facilities Division of AMHS.

SEC. 2.07 CONTRACT PRICE ADJUSTMENTS

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

Producer Price Index (PPI): Contract prices will remain firm through **10/31/2027**.

The Contractor or the State may request price adjustments in writing at least thirty (30) days prior to the contract renewal date. If either party fails to request a PPI price adjustment within this period, the adjustment will become effective thirty (30) days after the written request is received.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Producer Price Index (PPI), Commodity Group Fuels and Related Products and Power, Item Code WPU057604 for Lubricating and Similar Oils, issued for September of each contract term. The percentage difference between the PPI issued for October 2026 and the PPI issued for each October of the year of adjustment will determine the maximum allowable adjustment of original contract prices. No retroactive contract price adjustments will be allowed. Only final PPI data will be used to adjust contract pricing.

All price adjustments must be approved by both the contractor and 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 and signed by the contractor.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

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

The contractor should include in their bid price: transportation, lodging, and per diem costs sufficient to pay for the **NUMBER** of person(s) to make **NUMBER** of trip(s) to **LOCATION**. Travel to other locations will not be required.

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors must 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 by 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.

Subcontractor experience **Will NOT** be considered in determining whether the bidder meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

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.

The substitution of one subcontractor for another may be made only at the discretion of the Senior Port Engineer and with prior written approval from the Procurement Officer.

Note that if the subcontractor does not perform 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 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. 2.13 F.O.B. POINT

The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the state.

The cost of shipping and delivery within AMHS Headquarters is to be included in the bid price. There will be no additional charge for shipping and delivery within **7037 N TONGASS HWY, KETCHIKAN, AK 99901**.

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 are 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 NEW EQUIPMENT

Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version, generally offered. The equipment must be warranted as new by the manufacturer and may not be used for any purpose, other than display (not demonstration), prior to its sale to the state. The state will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the state complies with this requirement. A contractor's failure to comply with this requirement will cause the state to seek remedies under breach of contract.

SEC. 2.16 DISCONTINUED ITEMS

In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the procurement officer makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

SEC. 2.17 SHIPPING DAMAGE

The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

SEC. 2.18 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. 2.19 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. 2.20 BILLING INSTRUCTIONS

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

1. Invoice number,
2. Contract number, and
3. Vessel number receiving the service or product.

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. 2.21 ESTIMATED QUANTITIES

The estimated annual use quantities referenced in this ITB are only estimates and may vary more or less from the quantities actually purchased. The state will use the estimated annual use numbers for the evaluation and award of the ITB, but the state does not guarantee any minimum purchase. Orders will be issued throughout the contract period by various state agencies on an as-needed basis.

SEC. 2.22 WARRANTY

The contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of at least 1-Year. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the state. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the state's rights under this warranty clause will be considered null and void. The state is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

1. If a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail; and
2. If the state's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the ITB warranty will prevail.

By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

SEC. 2.23 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. 2.24 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. 2.25 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.

Proof of insurance is required for the following:

- **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 Per occurrence Pollution Liability coverage covering all AMHS marine terminals, shipyards, and vessel car deck delivery locations.
 - \$1,000,000 Each Occurrence
 - \$ 5,000 Medical PaymentsThe 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. 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 \$1,000,000 per occurrence / \$2,000,000 aggregate. Also, with minimum Pollution Liability coverage of \$1,000,000 per occurrence covering all AMHS marine terminals, shipyards, and vessel car-deck delivery locations.

- Endorsement: The Vendor must list the State of Alaska as an Additional Insured party.

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

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;

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

Alaska Bidder Preference Certification Form

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

SEC. 4.04 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

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

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

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

Alaska Military Skills Program Preference Certification

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

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

SEC. 4.06 ALASKA PRODUCT PREFERENCE

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

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

Products are classified in one of three categories:

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

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

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

Brand Offered

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

Brand of Product Changes

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

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

SEC. 4.07 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 4.08 ALASKANS WITH DISABILITIES PREFERENCE

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

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

SEC. 4.09 PREFERENCE QUALIFICATION LETTER

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

SEC. 4.10 EXTENSION OF PRICES

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

SEC. 4.11 METHOD OF AWARD

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

SEC. 4.12 CONTRACTOR SELECTION PROCESS

Once the contracts are established this selection process will be used. When the state needs to order the product or service, the lowest priced contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the needed service, the state will contact the next lowest priced contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For example, if there was a need to transport a person from Anchorage to Fairbanks and then guard the person for two days in Fairbanks, the agency would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

SEC. 4.13 NOTICE OF INTENT TO AWARD

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

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 INFORMAL DEBRIEFING

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

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 5.03 AUTHORITY

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

SEC. 5.04 COMPLIANCE

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

SEC. 5.05 SUITABLE MATERIALS, ETC.

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

SEC. 5.06 SPECIFICATIONS

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

SEC. 5.07 ITEM UPGRADES

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

SEC. 5.08 WORKMANSHIP AND MATERIALS

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

SEC. 5.09 CONTRACTOR SITE INSPECTION

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

SEC. 5.10 ORDER DOCUMENTS

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

SEC. 5.11 HUMAN TRAFFICKING

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

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

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

SEC. 5.12 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it is determined to be in the state's best interest. **A bid from a debarred or suspended bidder shall be rejected.**

SEC. 5.13 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.14 DISCLOSURE OF BID CONTENTS

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

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.

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

SEC. 5.15 ASSIGNMENTS

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

SEC. 5.16 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

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

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

required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 5.17 DEFAULT

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

SEC. 5.18 DISPUTES

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

SEC. 5.19 SEVERABILITY

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

SEC. 5.20 CONTRACT CANCELLATION

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

SEC. 5.21 GOVERNING LAW; FORUM SELECTION

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

SEC. 5.22 QUALIFIED BIDDERS

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

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

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

SEC. 5.23 FEDERALLY IMPOSED TARIFFS

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

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

SEC. 5.24 PROTEST

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

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

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

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

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

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

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

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

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

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Attachment 1 Bid Schedule
- 2) Attachment 2 Bid Submittal Cover Sheet
- 3) Attachment 3 Alaska Bidder Preferences
- 4) Attachment 4 Appendix B1 Indemnity and Insurance

LOT 1(a):

Current AMHS Product: **CV DELO 710 LE 20w40**

Identify Offered Product Brand Name: _____

Identify price per gallon delivered to the following F.O.B. Points:

Item #	Package Size	F.O.B Bellingham	F.O.B Ketchikan	F.O.B Juneau	F.O.B Skagway	F.O.B Kodiak	F.O.B Seward	F.O.B Homer	F.O.B Valdez	F.O.B Whittier	All Locations Total Price
1	55 gal. drum	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	100 gal. (bulk)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Identify Offered Product Number(s):

Total Price Lot 1(a): \$ _____

Item #1: _____

Item #2: _____

LOT 1(b):

Current AMHS Product: **CV DELO 400 LE SAE 15W40**

Identify Offered Product Brand Name: _____

Identify price per gallon delivered to the following F.O.B. Points:

Item #	Package Size	F.O.B Bellingham	F.O.B Ketchikan	F.O.B Juneau	F.O.B Skagway	F.O.B Kodiak	F.O.B Seward	F.O.B Homer	F.O.B Valdez	F.O.B Whittier	All Locations Total Price
3	55 gal. drum	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	100 gal. bulk	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Identify Offered Product Number(s):

Total Price Lot 1(b): \$ _____

Item #3: _____

Item #4: _____

LOT 1(c)Current AMHS Product: **CV DELO 400 LE SAE 15W40****Identify Offered Product Brand Name:** _____**Identify price per gallon delivered to the following F.O.B. Points:**

Item #	Package Size	F.O.B Bellingham	F.O.B Ketchikan	F.O.B Juneau	F.O.B Skagway	F.O.B Kodiak	F.O.B Seward	F.O.B Homer	F.O.B Valdez	F.O.B Whittier	All Locations Total Price
5	55 gal. drum	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6	100 gal. (bulk)	\$	\$	*See Below	\$	\$	\$	\$	\$	\$	*\$

Identify Offered Product Number(s):**Total Price Lot 1(c)** \$ _____

Item #5: _____

Item #6: _____

LOT 1(d)Current AMHS Product: **CV DELO 400 SAE 40****Identify Offered Product Brand Name:** _____**Identify price per gallon delivered to the following F.O.B. Points:**

Item #	Package Size	F.O.B Bellingham	F.O.B Ketchikan	F.O.B Juneau	F.O.B Skagway	F.O.B Kodiak	F.O.B Seward	F.O.B Homer	F.O.B Valdez	F.O.B Whittier	All Locations Total Price/gal.
7	6/1 gal.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
8	55 gal. drum	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
9	100 gal. (bulk)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Identify Offered Product Number(s):**Total Price Lot 1(d):** \$ _____

Item #7: _____

Item #8: _____

Item #9: _____

LOT 1(e)Current AMHS Product: **CV Multi Gear EP-5****Identify Offered Product Brand Name:** _____**Identify price per gallon delivered to the following F.O.B. Points:**

Item #	Package Size	F.O.B Bellingham	F.O.B Ketchikan	F.O.B Juneau	F.O.B Skagway	F.O.B Kodiak	F.O.B Seward	F.O.B Homer	F.O.B Valdez	F.O.B Whittier	All Locations Total Price
10	55 gal. drum	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Identify Offered Product Number(s):**Total Price Lot 1(e):** \$ _____

Item #10: _____

LOT 1(f)Current AMHS Product: **CV RANDO HD ISO 46****Identify Offered Product Brand Name:** _____**Identify price per gallon delivered to the following F.O.B. Points:**

Item #	Package Size	F.O.B Bellingham	F.O.B Ketchikan	F.O.B Juneau	F.O.B Skagway	F.O.B Kodiak	F.O.B Seward	F.O.B Homer	F.O.B Valdez	F.O.B Whittier	All Locations Total Price/gal.
11	5 gal. pail	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
12	55 gal. drum	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
13	100 gal. (bulk)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Identify Offered Product Number(s):**Total Price Lot 1(f):** \$ _____

Item #11: _____

Item #12: _____

Item #13: _____

LOT 1(g)Current AMHS Product: CV Rando HD **ISO 220****Identify Offered Product Brand Name:** _____**Identify price per gallon delivered to the following F.O.B. Points:**

Item #	Package Size	F.O.B Bellingham	F.O.B Ketchikan	F.O.B Juneau	F.O.B Skagway	F.O.B Kodiak	F.O.B Seward	F.O.B Homer	F.O.B Valdez	F.O.B Whittier	All Locations Total Price/gal.
14	5 gal. pail	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
15	55 gal. drum	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Identify Offered Product Number(s):**Total Price Lot 1(g):** \$ _____

Item #14: _____

Item #15: _____

LOT 1(h)Current AMHS Product: CV Rando **ISO 150****Identify Offered Product Brand Name:** _____**Identify price per gallon delivered to the following F.O.B. Points:**

Item #	Package Size	F.O.B Bellingham	F.O.B Ketchikan	F.O.B Juneau	F.O.B Skagway	F.O.B Kodiak	F.O.B Seward	F.O.B Homer	F.O.B Valdez	F.O.B Whittier	All Locations Total Price
16	5 gal. pail	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Identify Offered Product Number(s):**Total Price Lot 1(h):** \$ _____

Item #16: _____

LOT 1(i)Current AMHS Product: **CV GST OIL ISO 68****Identify Offered Product Brand Name:** _____**Identify price per gallon delivered to the following F.O.B. Points:**

Item #	Package Size	F.O.B Bellingham	F.O.B Ketchikan	F.O.B Juneau	F.O.B Skagway	F.O.B Kodiak	F.O.B Seward	F.O.B Homer	F.O.B Valdez	F.O.B Whittier	All Locations Total Price
17	5 gal. pail	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
18	55 gal. drum	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Identify Offered Product Number(s):**Total Price Lot 1(i):** \$ _____

Item #17: _____

Item #18: _____

LOT 1(j)Current AMHS Product: **CV Meropa 220****Identify Offered Product Brand Name:** _____**Identify price per gallon delivered to the following F.O.B. Points:**

Item #	Package Size	F.O.B Bellingham	F.O.B Ketchikan	F.O.B Juneau	F.O.B Skagway	F.O.B Kodiak	F.O.B Seward	F.O.B Homer	F.O.B Valdez	F.O.B Whittier	All Locations Total Price
19	5 gal. pail	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
20	55 gal. drum	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Identify Offered Product Number(s):**Total Price Lot 1(j):** \$ _____

Item #19: _____

Item #20: _____

LOT 1(k)Current AMHS Product: **CV Rando HD ISO 32**

Identify Offered Product Brand Name: _____

Identify price per gallon delivered to the following F.O.B. Points:

Item #	Package Size	F.O.B Bellingham	F.O.B Ketchikan	F.O.B Juneau	F.O.B Skagway	F.O.B Kodiak	F.O.B Seward	F.O.B Homer	F.O.B Valdez	F.O.B Whittier	All Locations Total Price
21	55 gal. drum	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Identify Offered Product Number(s):

Total Price Lot 1(k): \$ _____

Item #21: _____

LOT 1(l)Current AMHS Product: **CV Rando HD ISO 320**

Identify Offered Product Brand Name: _____

Identify price per gallon delivered to the following F.O.B. Points:

Item #	Package Size	F.O.B Bellingham	F.O.B Ketchikan	F.O.B Juneau	F.O.B Skagway	F.O.B Kodiak	F.O.B Seward	F.O.B Homer	F.O.B Valdez	F.O.B Whittier	All Locations Total Price
22	55 gal. drum	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Identify Offered Product Number(s):

Total Price Lot 1(l): \$ _____

Item #22: _____

LOT 1(m)

Current AMHS Product: **CV Meropa Synthetic EP 220**

Identify Offered Product Brand Name: _____

Identify price per gallon delivered to the following F.O.B. Points:

Item #	Package Size	F.O.B Bellingham	F.O.B Ketchikan	F.O.B Juneau	F.O.B Skagway	F.O.B Kodiak	F.O.B Seward	F.O.B Homer	F.O.B Valdez	F.O.B Whittier	All Locations Total Price
23	5 gal. pail	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Identify Offered Product Number(s):

Item #23: _____

Total Price Lot 1(m): \$ _____

LOT 1(n)

Current AMHS Product: **CV Meropa SYNTHETIC 150**

Identify Offered Product Brand Name: _____

Identify price per gallon delivered to the following F.O.B. Points:

Item #	Package Size	F.O.B Bellingham	F.O.B Ketchikan	F.O.B Juneau	F.O.B Skagway	F.O.B Kodiak	F.O.B Seward	F.O.B Homer	F.O.B Valdez	F.O.B Whittier	All Locations Total Price
24	5 gal. pail	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Identify Offered Product Number(s):

Item #24: _____

Total Price Lot 1(n): \$ _____

LOT 1(o)

Current AMHS Product: **CV BLACK PEARL GREASE**

Identify Offered Product Brand Name: _____

Identify price per gallon delivered to the following F.O.B. Points:

Item #	Package Size	F.O.B Bellingham	F.O.B Ketchikan	F.O.B Juneau	F.O.B Skagway	F.O.B Kodiak	F.O.B Seward	F.O.B Homer	F.O.B Valdez	F.O.B Whittier	All Locations Total Price
25	4-10/14oz.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Identify Offered Product Number(s):

Total Price Lot 1(o): \$ _____

Item #25: _____

LOT 1(p)

Current AMHS Product: **CV ULTRA DUTY II GREASE**

Identify Offered Product Brand Name: _____

Identify price per gallon delivered to the following F.O.B. Points:

Item #	Package Size	F.O.B Bellingham	F.O.B Ketchikan	F.O.B Juneau	F.O.B Skagway	F.O.B Kodiak	F.O.B Seward	F.O.B Homer	F.O.B Valdez	F.O.B Whittier	All Locations Total Price
26	4-10/14oz.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Identify Offered Product Number(s):

Total Price Lot 1(p): \$ _____

Item #26: _____

LOT 1(q)

Current AMHS Product: **CV DELO Marine Oil SAE 40**

Identify Offered Product Brand Name: _____

Identify price per gallon delivered to the following F.O.B. Points:

Item #	Package Size	F.O.B Bellingham	F.O.B Ketchikan	F.O.B Juneau	F.O.B Skagway	F.O.B Kodiak	F.O.B Seward	F.O.B Homer	F.O.B Valdez	F.O.B Whittier	All Locations Total Price
27	55 gal. drum	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
28	100 gal. (bulk)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Identify Offered Product Number(s):

Total Price Lot 1(q): \$ _____

Item #27: _____

Item #28: _____

LOT 1(r)

Current AMHS Product: **Clarity Synthetic EA Hydraulic Oil ISO 46**

Identify Offered Product Brand Name: _____

Identify price per gallon delivered to the following F.O.B. Points:

Item #	Package Size	F.O.B Bellingham	F.O.B Ketchikan	F.O.B Juneau	F.O.B Skagway	F.O.B Kodiak	F.O.B Seward	F.O.B Homer	F.O.B Valdez	F.O.B Whittier	All Locations Total Price/gal.
29	5 gal. pail	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
30	55 gal. drum	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
31	100 gal. (bulk)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Identify Offered Product Number(s):

Total Price Lot 1(r): \$ _____

Item #29: _____

Item #30: _____

Item #31: _____

LOT 1(s)Current AMHS Product: **Clarity Synthetic EA Hydraulic Oil ISO 68****Identify Offered Product Brand Name:** _____**Identify price per gallon delivered to the following F.O.B. Points:**

Item #	Package Size	F.O.B Bellingham	F.O.B Ketchikan	F.O.B Juneau	F.O.B Skagway	F.O.B Kodiak	F.O.B Seward	F.O.B Homer	F.O.B Valdez	F.O.B Whittier	All Locations Total Price/gal.
32	5 gal. pail	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
33	55 gal. drum	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
34	100 gal. (bulk)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Identify Offered Product Number(s):**Total Price Lot 1(s):** \$ _____

Item #32: _____

Item #33: _____

Item #34: _____

Grand Total Price [all locations] Lot1(a) thru Lot1(s): \$ _____**Guaranteed Delivery:** Bidders must indicate below the guaranteed delivery after receipt of order for each F.O.B. Point within Lot 1.*(Failure to identify the guaranteed delivery may cause the bid to be considered non-responsive and the bid rejected.)*

Bellingham: _____ days

Seward: _____ days

Homer: _____ days

Skagway: _____ days

Juneau: _____ days

Valdez: _____ days

Ketchikan: _____ days

Whittier: _____ days

Kodiak: _____ days

Demurrage
Fee _____

Emergency
Delivery Fee _____

LOT 2

Current AMHS Product: **CV TARO 20 DP SAE 40**

Identify Offered Product Brand Name: _____

Identify price per gallon delivered to the following F.O.B. Points:

Item #	Package Size	F.O.B Bellingham	F.O.B Ketchikan	F.O.B Juneau	F.O.B Skagway	F.O.B Kodiak	F.O.B Seward	F.O.B Homer	F.O.B Valdez	F.O.B Whittier	All Locations Total Price
28	55 gal. drum	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Identify Offered Product Number(s):

Item #28: _____

Guaranteed Delivery: Bidders must indicate below the guaranteed delivery after receipt of order for each F.O.B. Point within Lot 2.
(Failure to identify the guaranteed delivery may cause the bid to be considered non-responsive and the bid rejected.)

Bellingham: _____ days

Seward: _____ days

Homer: _____ days

Skagway: _____ days

Juneau: _____ days

Valdez: _____ days

Ketchikan: _____ days

Whittier: _____ days

Kodiak: _____ days

LOT 3**FOR EVALUATION PURPOSES ONLY**Current AMHS Product: **CV DELO 400 LE SAE 15W40****Identify Offered Product Brand Name:** _____

Package Size	F.O.B. Juneau Manufacturer's List Price	% Markup Multiplier*	Extended Price
100 Gallon			\$

*The % Markup Multiplier will apply to all future Non-Standard lubricant product orders.

ATTACHMENT 2
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.	☐ 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

STATE OF ALASKA - INVITATION TO BID

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

☐ YES ☐ NO

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 _____

Attachment 3

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?	☐ 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

STATE OF ALASKA - INVITATION TO BID

AMHS Lubricating Oils

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
---	--	--

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
--	--

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:		

STATE OF ALASKA - INVITATION TO BID

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
---	---	--

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

APPENDIX B1 - INDEMNITY AND INSURANCE**Article 1. 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.

Article 2. 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 may be grounds for termination of the contract. 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-year tail of coverage, or an unbroken continuation of coverage for two 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.