

# STATE OF ALASKA INVITATION TO BID (ITB)



## ANCHORAGE AVIONICS

ITB 2027-1200-0014

ISSUED JUNE 4, 2026

### MAINTENANCE OF DPS AIRCRAFT AVIONICS IN ANCHORAGE, ALASKA

**IMPORTANT NOTICE:** If you received this solicitation from the State of Alaska's Online Public Notice website and would like to receive notification of subsequent amendments to the solicitation, please email the procurement officer to be added to the amendment distribution list. This distribution list is provided as a courtesy; however, it is the bidder's responsibility to regularly check the Online Public Notice website for any amendments or updates.

**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 of 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 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.

<b>DEPARTMENT OF PUBLIC SAFETY</b>	
<b>AIRCRAFT SECTION</b>	COMPANY SUBMITTING BID
<b>PROCUREMENT OFFICER:</b> Rachelle Alger	
<b>PHONE:</b> (907) 269.5718	
<b>EMAIL:</b> RACHELLE.ALGER@ALASKA.GOV	AUTHORIZED SIGNATURE
	PRINTED NAME
	DATE

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

The Department of Public Safety (“DPS”), Aircraft Section is soliciting bids for maintenance providers on DPS aircraft avionics that can primarily work in Anchorage, Alaska and be able to support offsite or emergency maintenance statewide, with the exception of Fairbanks, Alaska, on an as-needed basis.

The DPS is a full-service State police organization which conducts both law enforcement and wildlife enforcement duties across the entirety of the State of Alaska. Because of the vast spans of wilderness in the last frontier separates 82% of our communities from the road system, this creates a challenge totally unique to our State. The DPS operates a multitude of fixed wing and rotary wing aircraft to meet various department mission requirements. These aircraft primarily support wildlife enforcement, search and rescue efforts and numerous other law enforcement related missions. The DPS primary maintenance and logistics headquarters is located at Lake Hood Airport (LHD/PALH) in Anchorage, Alaska. This facility serves as the primary maintenance and logistics facility for the department’s entire state-wide flight operation with a secondary facility at Fairbanks International Airport (FAI/PAFA) in Fairbanks, Alaska. It is imperative that vendors are located within a reasonable distance from the DPS LHD facility for the maintenance of these aircraft.

### SEC. 1.02 BUDGET

Approval or continuation of a contract resulting from this ITB is contingent upon legislative appropriation.

### SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **12:00pm** Alaska Time on **June 17, 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

For a bid to be considered responsive the bidder must meet these minimum prior experience requirements:

- The Contractor shall meet the qualifications of 14 CFR (Code of Federal Regulations) Part 65, Subpart D and/or E, and/or shall submit their Federal Aviation Administration (“FAA”) approved Repair Center Certificate and Operation Specification. Repair Station Certificates shall be issued under 14 CFR Part 145 with the appropriate ratings and capabilities for avionics systems. Contractors performing maintenance must have the ability to perform off site maintenance listed under the capabilities listing
- Have documented evidence of maintenance work accomplished within the previous 24 months on aircraft similar to DPS aircraft listed in this document.
- Have an approved drug-testing program in place for maintenance personnel which meets 14 CFR Part 120 or is shown in Part 145 Repair Station Operations Specifications.

Bids will be accepted from certified individuals, certified facilities, and non-certified repair facilities; however, all maintenance personnel working on State aircraft shall be FAA certified and fully qualified Airframe and Powerplant

(A&P) mechanics or Repairman meeting the requirement of 14 CFR 145 or 14 CFR Part 65, Subpart D and Part 145 Repair Stations shall employ a full-time FAA Airframe and Powerplant Mechanic holding Inspection Authorization (IA) meeting the requirements of 14 CFR Part 65.91 and Part 43.7.

Bidders must submit, with their bid, evidence of FAA-licensed A&P mechanics/IA and documentation of similar previous work. Failure to provide these required documents with the bid will result in the bid being deemed non-responsive.

A bidder's failure to meet these minimum prior experience requirements will cause their bid to be considered non-responsive and rejected.

### **SEC. 1.05 REQUIRED REVIEW**

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of bids. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

### **SEC. 1.06 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. Questions must be received no later than June 10<sup>th</sup>, 2026.

### **SEC. 1.07 RETURN INSTRUCTIONS**

Bidders must submit one copy of their entire bid via email. The entire bid may be emailed to [dps.das.solicitations@alaska.gov](mailto:dps.das.solicitations@alaska.gov) and must contain the ITB number in the subject line of the email. The **maximum** size of a single email (including all text and attachments) that can be received by the State is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes, and each email must comply with the requirements described above and be clearly numbered (for example, "Email 1 of 3," "Email 2 of 3," etc.).

Please note that email transmission is not instantaneous. Like sending a hard copy bid, if you are emailing your bid, the State recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of bids.

It is the bidder's responsibility to contact the issuing agency at 907-269-5718 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 A DISABILITY**

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary 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		June 4, 2026
Deadline for Receipt of Bids / Bid Due Date	12:00p	June 17, 2026
Bid Evaluations Complete		June 17, 2026
Notice of Intent to Award		June 20, 2026
Contract Issued		June 30, 2026

This ITB does not, by itself, oblige the State. The State's obligation will commence when the contract is approved by the Commissioner of the Department of Public Safety, 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**

The Contractor shall furnish all necessary materials, labor, supervision, services, equipment, tools, supplies, power, accessories, facilities, shipping, and any other items or services required to accomplish the listed work scope, except as otherwise provided in the Contract. The Contractor shall also maintain all required technical manuals, online subscriptions, and other FAA-mandated technical information necessary to perform the requested work on DPS aircraft.

All work shall be scheduled with the Aircraft Section's Aircraft Maintenance Inspectors or on an as-needed basis.

The State also reserves the right to contract with a local facility, on an emergency basis, if the Contractor is unable to support timely repairs for any reason. The State does not guarantee a minimum number of hours.

The Contractor's employees may be required to undergo a background and fingerprint check by DPS, if work is performed outside normal Aircraft Section's operating hours and/or unsupervised.

The Contractor shall perform avionics repairs, installation of new and used avionics equipment and complete wiring on DPS aircraft on an as-needed basis including as-needed field repairs both at DPS facilities and off-site as agreed upon.

#### **The following is a non-exhaustive list of the types of work that could be requested:**

- Scheduled maintenance tasks and inspections of avionics systems
- Component replacement or repair
- Installation of new avionics and avionics systems
- Unscheduled fault identification and rectification
- Avionics systems certifications
- Rewiring of aging aircraft electrical systems
- Avionics software updates

The above-described work scope is to be performed on the following types of aircraft:

**The DPS aircraft listed below is subject to change without notice.**

<b>Table 1</b>	
<b># OF AIRCRAFT</b>	<b>MAKE /MODEL</b>
2	Cessna 172
1	Cessna 182
5	Cessna 185
7	Cessna 206
3	Cessna 208 Caravan
2	Airbus H125
23	Piper PA-18 Super Cub
6	Robinson R44

**(a) TEST FLIGHTS, WORK INSPECTION, AND PAPERWORK**

Test/ferry flights will be conducted by DPS or DPS-approved agents of the State. The Contractor is not authorized to fly any DPS aircraft unless that contract pilot has received training and is checked out from DPS and each occurrence is approved by the Aircraft Maintenance Inspector. ***If ground movement is required, the Contractor may tow the aircraft. Any equipment or work performed in DPS facilities or using DPS support equipment must be done IAW all Health and Safety regulations and standards, and it is the responsibility of the Contractor to maintain compliance.***

Services will not be complete, and the equipment will not be considered serviced, repaired, or acceptable until it performs in compliance with the manufacturer’s published performance specifications. ***All maintenance record entries must be written in English, complete, accurate and follow the requirements of 14 CFR part 43.***

**(b) SCHEDULING SERVICE AND WORK PROCESS**

DPS will give written notice prior to scheduled maintenance. Contractor will complete scheduled inspections and repairs within an agreed upon timeframe. Allowances will be made for parts unavailability and/or unanticipated aircraft discrepancies. Extensions due to unanticipated maintenance delays will be dealt with on a case-by-case basis with a timeline agreed upon with the Aircraft Section’s Aircraft Maintenance Inspectors.

All work will be approved by DPS and verified with the Contractor that the requested work is within their capabilities, prior to the commencement of the project.

Contract coordination shall be done with the DPS Aircraft Section through the Aircraft Maintenance email address [aircraft.maintenance@alaska.gov](mailto:aircraft.maintenance@alaska.gov), by phone or in person with the Aircraft Maintenance Inspectors. Any communication or authorization provided verbally must be confirmed in writing to be considered valid.

Contact information will be provided at contract award.

1. **The Aircraft Maintenance Inspectors and the Contractor will coordinate to determine the work to be performed by checking for such things as scheduled maintenance tasks, Minimum Equipment list status, FAA Airworthiness Directives (“AD”), manufacturer Service Bulletins (“SB”) and other maintenance requests using the DPS maintenance tracking program or other approved manufacturer recommendations.** While reviewing the DPS electronic record maintenance tracking system, if available, the Contractor shall provide the Aircraft Maintenance Inspector with a list of maintenance required, provide a list of parts required and develop a work plan together to schedule the work. If the necessary parts are not in stock, the Contractor shall advise the DPS Aircraft Section and/or the Aircraft Maintenance Inspector to inquire about DPS availability prior to ordering new or used parts.

**Note:** DPS is the final authority for the Airworthiness of its aircraft.

2. The Contractor shall maintain a comprehensive tracking system of all maintenance work performed (both in the DPS electronic record system and paper logbooks, if available) to comply with the component mandates of the FAA and the manufacturer. The records should be accessible by both DPS and the Contractor. Document all maintenance performed via paper logbooks, component tracking cards, work orders, DPS required forms, in accordance with FAA regulations. These logbooks shall be composed in the English language.
3. The Contractor shall maintain computer tracking records (in the DPS electronic maintenance tracking system, if available) for the tracking and forecasting of all the life limited components, in coordination with DPS Aircraft Maintenance Inspectors.
4. The Contractor shall monitor SBs and ADs to schedule required or recommended work in a timely manner.

### **(c) MISSION CRITICAL AIRCRAFT REPAIRS AND OFF-SITE MAINTENANCE**

At times, DPS may need timely or emergency maintenance support for a mission critical aircraft or an aircraft away from its base, in the field. The Contractor will make every effort to prioritize DPS mission critical or emergency support of grounded aircraft that are off site. In the event of off-site maintenance, DPS will coordinate with the Contractor to transport an A&P mechanic, appropriately rated repairman or request the Contractor to travel, if able, to the disabled aircraft and assist in recovery to a maintenance facility to complete a return to service as required.

In the event field repairs are necessary, the State will provide transportation between the Contractor’s facility and the field site. If the Contractor chooses to use their own transportation, they may do so with prior written approval from the State. All pre-approved transportation costs will be paid by the State.

If the Contractor elects to use their own vehicle, reasonable travel time will be determined using a travel-speed standard of approximately 50 miles per hour, based on the most direct publicly available road route. Any estimated travel time exceeding this amount requires prior written approval from the State.

Off-site maintenance will be charged at the same rate as the Contractor’s normal shop rate, with four hours minimum. Off-site charges, in addition to wages may include per diem up to the standard rate paid by the

State for the location. Travel time will be billed two hours before the scheduled departure flight until thirty minutes after destination arrival.

DPS aircraft will occasionally require emergency repair. The Contractor shall make these DPS aircraft priority and shall take timely action to repair the aircraft, unless mutually agreed upon in writing by the Contractor and DPS.

The State will reimburse the Contractor's actual travel expenses per the following criteria or as policy updates:

1. Airfare is limited to coach fares.
2. Lodging will be reimbursed at actual cost. Per the Alaska Administrative Manual 60.250, if the Contractor stays at lodging other than a hotel, they are prorated at \$30.00 a day.
3. Reimbursement for meals will not exceed \$45.00 on the first and last day of travel and \$60.00 per day in between.
4. Rental vehicles are limited to standard size, make and model, as opposed to premium options.
5. Receipts must be provided with every invoice for all travel expenses.
6. Private vehicle mileage and airplane GSA rate reimbursement will be based on the current calendar year rates based upon State of Alaska, DOA, Finance website: [http://doa.alaska.gov/dof/travel/resource/POV\\_Rate\\_Table.pdf](http://doa.alaska.gov/dof/travel/resource/POV_Rate_Table.pdf)
7. Reasonable shop time is limited to the actual time necessary to prepare for travel, including loading tools and equipment, collecting required parts, and completing safety and vehicle readiness checks. Preparation time is reimbursable up to a maximum of one hour per deployment unless the Contractor submits a justification and obtains prior written approval from the State.

All travel costs must be shown as separate line items on each invoice

#### **(d) COMPONENTS, PARTS, AND TOOLS**

Unless otherwise specified, the Contractor shall provide all repairs, services, and replacement parts.

DPS may provide parts, components, assemblies, or special tools for completion of certain repairs. If in the event there may be a part required in which may be unavailable locally, the Contractor shall contact the DPS Aircraft Maintenance Inspector to see if parts may be available within the DPS Aircraft Section. All parts/cores that are removed shall be tagged with their respective reason for removal and coordinated with DPS for handling or return. **No parts shall be disposed of or purchased without prior authorization from the Aircraft Maintenance Inspectors.** All parts removed or installed in the aircraft will be coordinated with the DPS Stock & Parts position using appropriate reporting to ensure serviceable status, accountability and inventory control. **The State shall have first right of refusal on all salvage parts that come from DPS Aircraft Section.**

The Contractor must contact DPS **in writing** and obtain written approval **before purchasing any item over \$500** for which the Contractor intends to seek reimbursement. The written request must include the part name and stock number, anticipated delivery date, and the reason for the purchase. DPS will have **48 hours to respond in writing**, excluding weekends and State-recognized holidays. If DPS can supply the required part, the Contractor shall accept the part at no cost to DPS, and no reimbursement shall be authorized for any Contractor-procured alternative.

The Contractor shall be responsible for replacement of lost or damaged property furnished by DPS, except for reasonable wear and tear, and to the extent that such property is normally consumed in DPS aircraft operation.

Title to State-furnished property will remain with DPS. **All items installed on the aircraft and all items removed from the aircraft are the property of DPS and shall not be disposed of, sold, altered, or otherwise diverted for any**

**purpose. Any item purchased by the Contractor for use on the aircraft immediately becomes the property of DPS upon purchase.** The Contractor shall maintain adequate property control records in accordance with industry standards to ensure that State property and parts are not utilized for other purposes. Federal Excess Property in use under this contract may not be sold by either the State or the Contractor.

## **SEC. 2.02 CONTRACT TERM**

The length of the Contract will be from the date of award, approximately **July 1, 2026**, through **June 30, 2028**, with the option to renew for **five** additional **one-year** terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the State.

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

## **SEC. 2.03 CONTRACT TYPE**

This Contract is a firm fixed price contract.

## **SEC. 2.04 PAYMENT FOR STATE PURCHASES**

No payment will be made until the Contract is approved by the Commissioner of the Department of Public Safety 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 payments are 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 payment of \$1 million or higher must be accepted by the Contractor via Electronic Funds Transfer.

## SEC. 2.06 CONTRACT ADMINISTRATION

The administration of this Contract is the responsibility of the procurement officer or person appointed by the DPS, Aircraft Section.

## SEC. 2.07 CONTRACT PRICE ADJUSTMENTS

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

**Consumer Price Index (CPI):** Contract prices will remain firm through **June 30 , 2028**.

The Contractor or State may request price adjustments, no sooner than 24 months from the Contract execution date, and no more than once per contract year. Contractors must submit a written request to the State at least 30 days prior to the end of the Contract renewal date.

- a. If the Contractor or State fails to request a CPI price adjustment 30 days prior to the Contract renewal date, the approved adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June 2028) (depends on the timing, may be HALF2 for July-December); and each HALF1 (or HALF2) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

## SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The Contractor shall perform avionics repairs, installation of new and used avionics equipment and complete wiring on DPS aircraft on an as-needed basis including as-needed field repairs both at DPS facilities and off-site as agreed upon in writing.

If work is performed in a DPS hangar using DPS tools, it must be with advanced written approval from the Aircraft Maintenance Inspector.

The State will provide workspace for the Contractor if the work is being performed at a DPS hangar. Other than the approved instances, the Contractor must provide its own workspace.

By signature on their bid, the bidder certifies that all services provided under this Contract by the Contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the Procurement Officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the State to reject the bid as non-responsive or cancel the Contract.

## **SEC. 2.09 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED**

Because of the additional administrative and accounting time required 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 specialized work under this Contract; subcontractors must be approved in writing by the State prior to their use. The subcontractors shall meet the same qualifications for the type of work being done and carry the same insurance as the Contractor.

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 rendering the services required by the Contract.

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

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

**SEC. 2.11 JOINT VENTURES**

Joint ventures will not be allowed.

**SEC. 2.12 RIGHT TO INSPECT PLACE OF BUSINESS**

At reasonable times, the State may inspect those areas of the Contractor's place of business to ensure compliance with the safety, terms, conditions, and specifications that are related to the performance of this Contract. If the State makes such an inspection, the Contractor must provide reasonable assistance. The Contractor shall have available for inspection all required certificates, licenses, manuals, work logs and similar materials, at time of inspection. Failure to comply with the terms, conditions, and specifications of this Contract and/or furnish a hangar facility, as specified herein, will cause the State to declare the Contractor in default of the Contract.

**SEC. 2.13 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 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. 2.14 EQUIPMENT INSPECTION**

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

**SEC. 2.15 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 in coordination with the Aircraft Maintenance Inspector 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. 2.16 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. 2.17 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS**

Any contract resulting from this solicitation will contain a not-to-exceed dollar amount. Because the State anticipates that additional avionics-related services may become necessary during the term of the contract due to operational requirements, mission changes, unforeseen maintenance conditions, regulatory updates, or similar factors inherent to aircraft operations, the contract will contain a clause authorizing the State to increase the not-to-exceed amount and/or add additional in-scope services if necessary. Any such increases or additions will apply only to these anticipated services, will remain within the general scope of work of this solicitation, and will be executed through a written contract amendment processed by the procurement officer and signed by both the State and the contractor. Additional work will be billed in accordance with the established contract rates, or if not previously priced, at rates negotiated at the time of amendment. All amendments will comply with applicable State of Alaska statutes, regulations, and procurement policies. This clause does not obligate the State to issue any amendments, nor does it limit the State's ability to pursue a new solicitation or an Unanticipated Amendment Exemption (UAE) if appropriate.

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. 2.18 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. 2.19 BILLING INSTRUCTIONS**

For all work being performed by a subcontractor, a quote must be reviewed and approved by the state prior to their start on a project.

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

1. Work Hours
2. Hourly Rate
3. Individual part or kit name, part number, and serial number
4. Listed contractor (wholesale) price and markup for parts and supplies
5. Detailed description of work performed
6. Complete aircraft tail registration number
7. DPS Agency contract number

Invoices shall be sent via email to the following address: [dps.aircraftpayables@alaska.gov](mailto:dps.aircraftpayables@alaska.gov)

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 in accordance with Alaska Statute 37.05.285 (a). Questions concerning payment must be addressed to the ordering agency.

## SEC. 2.20 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. 2.21 WARRANTY

The Contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of at least **12 months or 100 flight hours, or for scheduled maintenance tasks the work is repeated or superseded**. 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. 2.22 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 any 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.).

Additional information that the Contractor shall hold as confidential during the performance of services under this Contract includes:

Aircraft location information, including the physical location of any aircraft stored, maintained, or inspected at a vendor's facility. Aircraft records and documentation, including maintenance logs, manuals, technical data, inspection notes, and any other materials related to the aircraft's condition or configuration. The Contractor shall ensure that non-authorized individuals are not permitted access to these locations, and that this information is not shared with anyone without a need to know or shared publicly.

Aircraft access includes schedules, inspection needs, parts lists, and any procedures necessary for the aircraft. Only authorized Contractor personnel and individuals required by the State to perform the work may enter, board, or otherwise access the aircraft. Guests and visitors shall not enter or approach the aircraft.

The Contractor shall ensure that no person takes photographs, videos, notes, or recordings of the aircraft or its documentation, and that no aircraft-related information is shared with the public.

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. 2.23 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. 2.24 INSURANCE

Without limiting the Contractor's indemnification, it is agreed that the Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to contract approval and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to provide 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.

The Contractor may submit a written request for a waiver of one or more insurance requirements. However, all insurance obligations remain in full force and effect unless and until the State grants a waiver in writing. Waivers are subject to specific criteria that must be met, and submitting a request alone does not guarantee approval by the State

### Proof of insurance is required for the following:

- Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this Contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

## SECTION 3. BID FORMAT AND CONTENT

### SEC. 3.01 BID FORMS

Bidders shall use the front page of this ITB, the Bid Submission Cover Sheet, and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

**BIDDER'S CERTIFICATION**

By signature on the bid, the bidder certifies that they comply with the following:

- B. the laws of the State of Alaska;
- C. the applicable portion of the Federal Civil Rights Act of 1964;
- D. the Equal Employment Opportunity Act and the regulations issued thereunder by the State and federal government;
- E. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the State and federal government and certifies that programs, services, and activities provided to the general public on behalf of the State under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, 28 CFR, Part 35, Subpart B 35.130;
- F. all terms and conditions set out in this ITB;
- G. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- H. that the bid will remain open and valid for at least 90 days.

If any bidder fails to comply with [a] through [g] of this paragraph, the State reserves the right to disregard the bid, terminate the Contract, or consider the Contractor in default.

**CONFLICT OF INTEREST**

Each bid shall include a statement indicating whether the company or any individuals working on the Contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Contract to be performed by the bidder.

**SEC. 3.02 PRICES**

The bidder shall state prices in the units of issue on this ITB. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item.

**SECTION 4. EVALUATION AND CONTRACTOR SELECTION****SEC. 4.01 EVALUATION OF BIDS**

After bid opening, the Procurement Officer will evaluate the bids for responsiveness and responsibility. Bids deemed non-responsive or non-responsible will be eliminated from further consideration. An evaluation may not be based on discrimination due the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

## SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

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

## SEC. 4.03 ALASKA BIDDER PREFERENCE

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

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

### Alaska Bidder Preference Certification Form

To receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming

the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the State to disallow the preference.

#### **SEC. 4.04 ALASKA VETERAN PREFERENCE**

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

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

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

##### **Alaska Veteran Preference Certification**

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

#### **SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE**

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

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

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

##### **Alaska Military Skills Program Preference Certification**

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**

If during the course of the Contract including all renewal options, the 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**

Multiple awards may be issued as a result of this ITB. A maximum of four contracts will be awarded. Contracts will be awarded to the lowest responsive and responsible bidder(s). Bidders receiving a contract will be ranked based on lowest evaluated cost on the Bid Schedule.

**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 service needed, the State will contact the next lowest-priced contractor. This process will continue until a contractor who can perform the service is located.

### 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 to 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 BRAND SPECIFIC**

Certain items may be designated brand specific. When an item is designated no substitutions for the brand and model specified will be allowed.

### **SEC. 5.08 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. 5.09 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. 5.10 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 with 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. 5.11 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. 5.12 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. 5.13 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 for 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. 5.14 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. 5.15 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. 5.16 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. 5.17 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. 5.18 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. 5.19 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. 5.20 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. 5.21 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 termination date.
- 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. 5.22 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. 5.23 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. 5.24 FEDERALLY IMPOSED TARIFFS**

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

- **Notification of Changes:** The Contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this Contract that was exempted or excluded on the Contract award date but later imposed on the Contractor during the Contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the Contract.

b) The Contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the Contract price, as a contingency or otherwise.

- **After-relieved or Decreased Taxes and Duties:** The Contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the Contract, except social security or other employment [taxes](#), that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The State reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this Contract and increase or decrease the Contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made to the Contract price under this clause unless the amount of the adjustment exceeds \$250.

## SEC. 5.25 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) Bid Schedule (attached separately)
- 2) Sample Notice of Intent to Award
- 3) Sample Contract Award
- 4) Certification of Alaska Bidder Preference form
- 5) ITB Checklist

# NOTICE OF INTENT TO AWARD A CONTRACT



Department of Public Safety  
Aircraft Section  
4825 Aircraft Drive  
Anchorage, Alaska 99502

**THIS IS NOT AN ORDER**

**DATE ISSUED:**

**ITB NO.:**

**ITB OPENING DATE:**

**ITB SUBJECT:**

**CONTRACTING OFFICER:**

**SIGNATURE:** \_\_\_\_\_

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received with the apparent low bidder(s) indicated. A bidder who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The bidder identified here as submitting the most advantageous bid is instructed not to proceed until a contract, or other form of notice is given by the contracting officer.** A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

(REV 05/08/90)

ITEM	PRICE	AWARD	COMMENTS	RESPONSIVE YES / NO / ?	BIDDER

LEGEND: @ -- AWARD TO BIDDER  
Y -- RESPONSIVE BID  
N -- NON-RESPONSIVE BID  
? -- BID NOT EVALUATED BECAUSE THERE WAS A LOWER RESPONSIVE BID

## SUMMARY

<b>CONTRACT AWARD</b>	<b>STATE OF ALASKA</b> Department of Public Safety Administrative Services 5700 E. Tudor Rd. Anchorage, Alaska 99507	CONTRACT AWARD NUMBER  <b>CXXXXXXXXX</b>												
ORDERING DEPARTMENT:  Department of Public Safety	IRIS DOCUMENT ID #	DATE OF CONTRACT AWARD												
	COMMODITY CODE	AGENCY FUND CODING												
	DATE INITIAL CONTRACT BEGINS	DATE INITIAL CONTRACT ENDS												
CONTRACTOR: Name: Address: Point of Contact: Phone:	NOT TO EXCEED AMOUNT FOR LIFE OF THE CONTRACT	NUMBER & PERIOD OF RENEWAL OPTIONS												
	VENDOR NUMBER	ALASKA BUSINESS LICENSE NUMBER												
ISSUED IN ACCORDANCE WITH BID #:														
<b>NOTE:</b> This order constitutes a binding commitment between the State and the contractor listed hereon. Unauthorized modification without the expressed prior approval of the contracting authority will result in a financial obligation on the contractor and/or unauthorized State personnel making the change.														
<b>DESCRIPTION</b>														
<p>I. The purpose of this contract is [brief description that references solicitation title]</p> <p>II. The terms and conditions of [ITB] #, Appendices, and Addendums are made part of this Contract Award.</p> <p>III. This contract includes the following renewal options, to be exercise solely at the discretion of the State:</p> <table border="1" style="width:100%; border-collapse: collapse; margin: 10px 0;"> <tr> <td style="width: 40%;">Renewal Option #1</td> <td style="width: 20%;"></td> <td style="width: 20%;">through</td> <td style="width: 20%;"></td> </tr> <tr> <td>Renewal Option #2</td> <td></td> <td>through</td> <td></td> </tr> <tr> <td>Renewal Option #3</td> <td></td> <td>through</td> <td></td> </tr> </table> <p>IV. The total price of this contract, including all renewal options, shall not exceed \$X. The estimated expenditure for each term is as follows:  Initial Contract Term: \$  Renewal Option #1: \$  Renewal Option #2: \$  Renewal Option #3: \$</p> <p>V.</p>			Renewal Option #1		through		Renewal Option #2		through		Renewal Option #3		through	
Renewal Option #1		through												
Renewal Option #2		through												
Renewal Option #3		through												
NAME AND TITLE OF PROCUREMENT OFFICER		SIGNATURE OF PROCURMENT OFFICER												
PHONE NUMBER: (907) 269-xxxx		PAGE 1												
<b>IMPORTANT:</b> 1. Contract Award number and Invoice Contact must appear on all invoices and documents relating to this order. 2. The State is registered for tax free transactions under Chapter 32, IRS Code; Registration No. 92-6001185. Items are for the exclusive use of the State and not for resale.														

SAMPLE

**CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE**

I am the bidder or a duly authorized agent of the bidder, and I certify that the bidder is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the bidder and which could affect the award of the Invitation to Bid to the bidder's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference:

1. As of the deadline for receipt of the bids, the bidder possesses a valid Alaska business license in any one of the following forms:
  - a 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 notarized affidavit that the bidder has applied and paid for the Alaska business license.
  
2. In addition to holding a current Alaska business license prior to the deadline for receipt of bids, the bidder:
  - (a) is submitting a bid for goods or services under the name appearing on the bidder's current Alaska business license;
  
  - (b) 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;
  
  - (c) 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*
  
  - (d) if a joint venture, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

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**Signature of Bidder or Bidder's Authorized Agent**

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**Date**

---

**Printed Name**

**ITB  
Checklist**

Bidders are encouraged to use this checklist in preparation of bids. This checklist may not be all inclusive of the items required to be submitted in the bid. In case of a conflict between this checklist and the ITB, the requirements of the ITB will prevail.

Bidders who do not respond to each item as specified below may be considered "non-responsive" and the bid may not be accepted for possible award of contractual services.

<b>Section</b>	<b>Description</b>
ITB Cover Page	Completed Bid Form
Attachment 1	Completed Bid Schedule Form
Attachment 5	Completed Certification of Entitlement to the Alaska Bidder Preference (if applicable)