STATE OF ALASKA
INVITATION TO BID (ITB)

PROPELLER REPAIR & PURCHASE

ITB **2027-1200-0120**

ISSUED NOVEMBER 5, 2026

Overhaul, repair and purchase of propellers for multiple aircraft, on an as-needed basis.

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 PUBLIC SAFETY	
DIVISION OF AIRCRAFT SECTION	COMPANY SUBMITTING BID
	AUTHORIZED SIGNATURE
PROCUREMENT OFFICER:	
RACHELLE A ALGER	PRINTED NAME
PHONE: (907) 269-5718	
EMAIL: RACHELLE.ALGER@alaska.GOV	DATE

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Public Safety, Aircraft Section, is soliciting bids to establish a contract for the overhaul, repair, and purchase of aircraft propellers for multiple Department of Public Safety (DPS) aircraft on an as-needed basis. DPS operates a fleet utilizing various propeller types, including fixed pitch, constant speed, and full-feathering propellers from manufacturers such as Hartzell, McCauley, MT-Propeller, and Sensenich, and requires an FAA-approved repair facility capable of providing high-quality, timely, and compliant service.

This ITB seeks to secure a qualified contractor who can perform "full service" maintenance, including repairs, overhauls, parts replacement, and documentation in accordance with manufacturer specifications and FAA regulations. The resulting contract will ensure the continued airworthiness, safety, and operational readiness of DPS aircraft throughout the State of Alaska.

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 **2:00 PM Alaska Time on November 25, 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

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

Bidders must hold all FAA approvals and manufacturer authorizations required for each propeller make and model explicitly identified in Attachment 1 at the time of bid submission.

If additional propeller models are added during the contract term, the State may, at its discretion, either:

(a) If additional propeller models are added during the contract term, the State may allow the contractor up to **90 calendar days** to obtain the required manufacturer authorization, unless otherwise agreed in writing.

or

(b) procure service for the additional models outside this contract. Contractor must maintain all authorizations on file at the time of bid submission; subsequent changes

in manufacturer authorization requirements will not render a contractor non-compliant if the contractor maintains all authorizations in effect on the date of award.

Vendors working on McCauley or Sensenich propellers must be licensed and recognized as authorized service facilities. Vendors working on Hartzell or MT-Propeller products must be licensed and meet current standards required by each manufacturer.

Bidders must provide evidence that the person performing the service work is a manufacturer's authorized service technician; or the bidder may provide evidence that they have contracted with a manufacturer's authorized service technician to perform the service work. The qualifications and experience of subcontractors or contracted technicians shall not be used to satisfy the bidder's minimum qualifications and prior-experience requirements under this section.

Bidders are **strongly** encouraged to submit a copy of their FAA approved repair facility certification, and all required prior-experience documentation with their bid. The State will allow bidders to provide missing documentation within 3 days after the State requests it in writing. Only documentation verifying qualifications the bidder possessed prior to the bid opening may be submitted during this period; bidders may not obtain new qualifications or certifications after the bid opening to meet the requirements of this section. Failure to provide the requested documentation within the required timeframe will result in the bid being deemed non-responsive.

A bidder's failure to meet these minimum qualifications and prior-experience requirements shall result in the bid being deemed non-responsive and rejected. The successful bidder's failure to provide the evidence mentioned above may cause the State to consider the bid non-responsive and reject the bid. The successful bidder is required to provide evidence of the manufacturer's authorized service technician throughout the life of contract.

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 November 18, 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 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.).

Bidders are strongly encouraged to include all required prior experience documentation, certifications, and supporting materials with their bid submission. However, in accordance with Section 1.04 and Section 1.13, if any required prior-experience documentation is missing, the State may request that the bidder provide the missing documentation after bid opening. Only documentation that verifies qualifications the bidder possessed prior to the bid opening may be submitted during this period. Failure to provide the requested documentation within the time specified by the State will result in the bid being deemed non-responsive.

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 sufficiently 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 aids, services, and/or special modifications to submit a bid should contact the Procurement Officer no later than ten days prior to the closing of the bid to make any necessary arrangements.

SEC. 1.09 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		November 5, 2026
Questions		November 18, 2026
Deadline for Receipt of Bids / Bid Due Date	2:00PM AST	November 25, 2026
Bid Evaluations Complete		November 27, 2026
Notice of Intent to Award		November 30, 2026
Contract Issued		December 11, 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 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, provided such information does not establish new qualifications or correct a material omission required at the time of bid submission, 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 sample product(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

Full service is required for all equipment listed in this ITB on an as-needed basis. Equipment, for the purposes of this contract, includes aircraft propellers being repaired or overhauled, and new propellers purchased under this ITB.

For purposes of this contract, 'full service' includes all labor, inspection, disassembly, mandatory replacement parts, and repairs required under the manufacturer's most recent overhaul manual, to keep the equipment operating in a manner that meets the manufacturer's published performance specifications. All work must be approved in writing by the DPS Aircraft Maintenance Inspector prior to commencing.

The Department of Public Safety, Aircraft Section, operates multiple aircraft throughout the State**.** The aircraft utilize various 2, 3, 4, and 5 blade constant speed Hartzell, McCauley, MT-Propeller and Sensenich propellers, and both fixed pitch and full-feathering propellers. DPS requires a FAA approved repair facility that can provide quality work on all the propellers used on DPS aircraft.

The aircraft propellers listed above are subject to change without notice. The State may add additional propeller makes or models during the contract term only if they fall within the scope of services reasonably anticipated at the time of bidding.

Unless otherwise specified, successful contractor shall provide all repairs, components, fittings, and associated parts to facilitate "Standard Normal" maintenance overhauls defined as:

(1) all tasks listed in the most current manufacturer overhaul manual for the specific propeller model;
(2) replacement of all mandatory-replacement components; and
(3) non-destructive testing and balancing procedures required to return the propeller to airworthy condition.

All work completed will be documented in the English language and in accordance with FAA regulations.
Propellers shall be repaired and/or overhauled to an airworthy condition as specified by the manufacturer's maintenance schedule, maintenance manuals and in accordance with FAA regulations.

Turnaround time begins when the contractor **receives the propeller and provides written acknowledgment of receipt and condition, and 'turnaround time' shall apply only to in-shop maintenance time and shall exclude inbound and outbound shipping time unless expressly stated otherwise.** "Factory-only work" means any process that the manufacturer does not permit certified repair stations to perform.

Normal assigned work shall be completed within ten working days (two weeks). If the job requires special machine work, plating and/or peening, work is to be done within 15 working days (three weeks). If the job is a "Factory Only" process, work is to be completed within 20 working days (four weeks). If the order is for blades that must

be manufactured, work is to be completed within 12 weeks. These timeframes represent the State's required maximum completion timelines. Any anticipated delay shall be reported in writing to the DPS Aircraft Maintenance Inspector within two business days of the contractor becoming aware of the delay. The notification must include the reason for the delay and the contractor's proposed revised completion date.

Extensions to the required completion timelines may be granted only with the prior written approval of the DPS Aircraft Maintenance Inspector or when excused under Section 5.17 (Force Majeure). Approval of an extension shall not be unreasonably withheld when the delay is beyond the contractor's control, and the contractor has taken reasonable steps to mitigate the impact of the delay.

DPS occasionally requires emergency repairs to be made in shorter times than listed above. If requested, the successful contractor shall take immediate action to repair the propellers. The contractor may charge extra for expeditious repairs, and for those requiring repair after normal business hours, or during weekends or holidays, only if such rates are included in the Bid Schedule and approved in advance in writing by the DPS Aircraft Maintenance Inspector.

PARTS: Contractor-furnished replacement parts shall be new, designed for their intended application, and warranted as new. All parts used in repairs, whether furnished by the contractor or the State, shall meet applicable manufacturer specifications and FAA requirements. The DPS Aircraft Maintenance Inspector must approve all parts purchased by the contractor.

The State reserves the right to provide parts and to have those parts overhauled at shops other than the contractors, as long as those parts meet manufacturer's specifications or FAA regulations. Use of State-furnished parts does not alter or conflict with the 'new equipment' standard in Section 2.16, which applies only to new procurements. For example, if the State has a spare propeller blade that meets the requirements of the repair job, the State reserves the right to provide this blade to the contractor to complete the required repair. If a propeller assembly is found to be beyond economical repair, the State may purchase entire assemblies or sub-assemblies to return the component to flyable status.

COMPLETION OF SERVICE: The service 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.

NOTE: Any maintenance, repair, inspection, approval for return to service, or other work requiring certification under FAA regulations shall be performed or approved and signed by personnel appropriately certificated and authorized under the contractor's FAA certificate.

SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately **December 11, 2026**, through **June 30, 2028**, with the option to renew for **eight** 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. All contract renewals are subject to the availability of appropriated and allocated funds.

SEC. 2.03 CONTRACT TYPE

This contract is an **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. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

SEC. 2.05 ELECTRONIC PAYMENTS

The State of Alaska prefers vendors 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 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 (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 Public Safety, 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, however, CPI price adjustments may only be requested for contract periods beginning on or after July 1, 2028 , and no more than once per contract year. Contractors

must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

a. If the Contractor or State fails to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.

b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June 2023) (depending 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 State will not provide workspace for the contractor. 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 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 shall 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.

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 that are related to the performance of a contract. If the State makes such an inspection, the contractor must provide reasonable assistance.

The F.O.B. point for all items purchased under this contract is the final destination of 4825 Aircraft Drive, Anchorage, AK 99502. Ownership of and title to purchased items remain with the contractor until the items are delivered to the final destination and accepted by the State.

For State-owned propellers shipped to the contractor for repair, risk of loss transfers to the contractor when the contractor or its carrier signs for and accepts possession of the State-owned propeller at 4825 Aircraft Drive and remains with the contractor until the repaired item is returned and accepted by the State.

The contractor shall provide a shipping container for propellers. The contractor shall prepay all packaging and freight charges. The contractor will charge back the actual freight charges, both to and from the manufacturer, to the State as a separate item on the State's invoice. A copy of the actual shipping charges must be attached to the invoice.

SEC. 2.13 F.O.B. POINT

The F.O.B. point for all items purchased under this contract is the final destination of 4825 Aircraft Drive, Anchorage, AK 99502. Ownership of and title to purchased items remain with the contractor until the items are delivered to the final destination and accepted by the State.

For State-owned propellers shipped to the contractor for repair, risk of loss transfers to the contractor when the contractor or its carrier signs for and accepts possession of the State-owned propeller at 4825 Aircraft Drive and remains with the contractor until the repaired item is returned and accepted by the State.

The contractor shall provide a shipping container for propellers. The contractor shall prepay all packaging and freight charges. The contractor will charge back the actual freight charges, both to and from the manufacturer, to the State as a separate item on the State's invoice. A copy of the actual shipping charges must be attached to the invoice.

SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for providing all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The State may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

SEC. 2.15 EQUIPMENT INSPECTION

Equipment offered 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. 2.16 NEW EQUIPMENT

Equipment offered in response to this ITB must be new equipment, except that this requirement applies solely to new equipment purchased under this ITB and does not restrict the use of State-furnished parts in repairs or

overhauls. 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 have been 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. 2.17 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. This applies only to equipment purchased under this ITB, not State-owned items being repaired.

SEC. 2.18 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. This applies to both (1) equipment purchased under this contract and (2) State-owned equipment being transported for repair.

SEC. 2.19 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 with 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. 2.20 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. 2.21 BILLING INSTRUCTIONS

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

1. Company name
2. Date
3. Email address
4. Phone number
5. Work Hours
6. Hourly Rate
7. Individual part or kit name, part number, and serial number
8. Listed contractor (wholesale) price and markup for parts and supplies
9. Detailed description of work performed
10. DPS Agency contract number

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. 2.22 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. 2.23 WARRANTY

The contractor warrants that all units, components, repairs, and replacement parts provided under this contract will be free from defects in materials and workmanship for a minimum period of one (1) year, or for the full duration of the manufacturer’s warranty, whichever period is longer and provides more comprehensive coverage. If the manufacturer’s warranty exceeds one year or provides more comprehensive protections, the full manufacturer’s warranty shall be passed through to the State without limitation. The State shall receive the benefit of the most favorable warranty terms available, regardless of vendor or propeller type.

Each new unit purchased shall carry the manufacturer’s standard warranty.

During the warranty period, the contractor shall repair or replace any defective unit or component at no cost to the State, including all associated labor, materials, transportation, packaging, and freight necessary to return the item to an airworthy condition.

Bids that include supplemental warranties will be accepted; however, supplemental warranties that conflict with or diminish the State’s rights under this warranty clause will be considered null and void. If a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in this ITB will prevail.

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. 2.24 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. 2.25 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the State of Alaska from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the State of Alaska for a claim for, or liability for, the independent negligence of the State of Alaska. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the State of Alaska, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "State of Alaska", as used within this and the following article, include the employees, agents, and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the State of Alaska's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

SEC. 2.26 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.

Proof of insurance is required for the following:
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.

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.

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.

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.

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. Taxes listed separately will not be included in price evaluation.

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 to 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 bids. Bidders must attach a copy of their certification letter to the bid. A bidder's failure to provide this certification letter with their bid 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

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 bid. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and:

a) Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry

training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or

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

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

Alaska Military Skills Program Preference Certification

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

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

SEC. 4.06 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 4.07 ALASKANS WITH DISABILITIES PREFERENCE

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

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

SEC. 4.08 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder must be on the

appropriate Division of Vocational Rehabilitation list at the time the bid is opened and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the State to disallow the preference.

SEC. 4.09 EXTENSION OF PRICES

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

SEC. 4.10 METHOD OF AWARD

This ITB may result in a **multiple-award term contract**. All responsive and responsible bidders meeting the minimum requirements will be awarded a place on the contract list.

Orders may be placed among awarded contractors in accordance with Section 4.11 (Contractor Selection Process).

SEC. 4.11 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 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. This process will continue until a contractor who can perform the service is located.

SEC. 4.12 NOTICE OF INTENT TO AWARD

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

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 INFORMAL DEBRIEFING

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

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, the 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, the 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.

This clause does not apply to items designated as brand specific in Section 5.07

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 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

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 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 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 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. 5.22 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 in 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) Subcontractor Disclosure
3) Sample Notice of Intent to Award
4) Sample Contract Award
5) Certification of Alaska Bidder preference form
6) ITB Checklist

SUBCONTRACTOR DISCLOSURE

Please complete the form below if using subcontractors. During contract negotiation, the state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to performing the services required by the contract. Prior to contract award, the state will also require evidence that a subcontractor possesses a valid Alaska business license if they will be performing work within Alaska.

Subcontractor Function	Subcontractor Name	Address	% of Work Performing

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

SAMPLE

CONTRACT AWARD	**STATE OF ALASKA** Department of Public Safety Administrative Services 5700 E. Tudor Rd. Anchorage, Alaska 99507	CONTRACT AWARD NUMBER **CXXXXXXXXX**

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 #:

NOTE: 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.

DESCRIPTION

I. The purpose of this contract is [brief description that references solicitation title]

II. The terms and conditions of [ITB] #, Appendices, and Addendums are made part of this Contract Award.

III. This contract includes the following renewal options, to be exercise solely at the discretion of the State:

Renewal Option #1		through	
Renewal Option #2		through	
Renewal Option #3		through	

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: $

NAME AND TITLE OF PROCUREMENT OFFICER	SIGNATURE OF PROCURMENT OFFICER
PHONE NUMBER: (907) 269-xxxx	PAGE 1

IMPORTANT:

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.

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

_____
Printed Name

ITB
Checklist

Bidders are encouraged to use this checklist in preparation for 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.

Section	**Description**
ITB Cover Page	Completed Bid Form
Attachment 1	Completed Bid Schedule Form, including all required Unit Prices with parts.
Attachment 5	Completed Certification of Entitlement to the Alaska Bidder Preference (if applicable)
Subcontractor Disclosure (if applicable):	Bidder identifies all subcontractors, as required under Section 2.10.