

Invitation to Bid

Department of Natural Resources

NUMBER

ITB 10 170007293 - 1

DATE OF ISSUE

April 18, 2017

TITLE OF SOLICITATION:

Portable Office Building Rentals for Forestry

DEADLINE FOR RESPONSES:

May 09, 2017

14:00:00 Alaska Time

BID RECEIVING LOCATION

Support Services ANC Admin
Suite 1230
550 W. 7th Ave.

Anchorage, AK 99501-3564

VENDOR:

Name:

Address:

City, State, Zip Code:

Phone #:

Email Address:

Contact Name:

Contact Email:

Vendor #:

PURPOSE OF SOLICITATION:

The State of Alaska, Department of Natural Resources, Division of Forestry is seeking competitive bids for qualified contractors to provide portable office buildings on an as-needed basis as specified within this ITB.

THIS IS NOT AN ORDER.

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY.

Signature X _____ Date _____

BID SCHEDULE

Event Date	Event Description
04/28/17	Questions Due
05/09/17	Solicitation Closing Date/Time

LINE ITEMS

Line No.	Description	Quantity	Unit	Unit Cost
1	Portable Office Building Rentals for Forestry			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
05/19/17	02/28/18			

Extended Description:

Contractor(s) to provide portable office building rentals on an as-needed basis for the Division of Forestry.

DO NOT ENTER COST IN THIS AREA. ENTER COST ONLY ON THE BID SCHEDULE ATTACHED TO THIS ITB.

EVALUATION CRITERIA

Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)
12	Minimum Req		
18	Cost 100%		

PREFERENCES

Does your business qualify for the Alaska
bidder preference?

☐

Yes

☐

No

Does your business qualify for the Alaska
veteran preference?

☐

Yes

☐

No

Important Notice: If you received this solicitation from the State of Alaska's "Vendor Self-Service" web site, you must register with the procurement officer to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

PROCUREMENT OFFICER: Marlys Hagen

TELEPHONE NUMBER: (907)269-8666

EMAIL: marlys.hagen@alaska.gov

Terms and Conditions		
No.	Name	Section
011	Appendix A Goods	1
007	Appendix B1	1

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APPENDIX A GENERAL CONDITIONS

1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

2. Suitable Materials, Etc.:

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

3. 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

4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska 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.

5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

8. Payment of Taxes:

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

9. Compliance:

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

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11. Officials Not to Benefit:

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, 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 Agreement, 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.

15. Contract Extension:

Unless otherwise provided, the State and the contractor agree: (1) that any holding over 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) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. Severability:

If any provision of the contract is 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.

17. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

18. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

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APPENDIX B₁ **INDEMNITY AND INSURANCE**

Article 1. 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.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that 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 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. 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.

- 2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; 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.
- 2.2 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 claim.
- 2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per claim.

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ITB 170007293

I. STANDARD TERMS AND CONDITIONS

A. INSTRUCTIONS TO BIDDERS:

1. INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. 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. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

2. BID FORMS: Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.

3. SUBMITTING BIDS:

a. SEALED BIDS: Envelopes containing bids must be sealed, marked, and addressed to: **Department of Natural Resources, Division of Support Services, 550 W. 7th Avenue, Suite 1230, Anchorage, AK 99501.** Clearly annotate the ITB No.170007293 and the DEADLINE FOR RESPONSES DATE on the front of the envelope. **DO NOT** put the ITB number and Deadline for Responses date on the envelope of a **request for bid information.** Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

b. ELECTRONIC BID SUBMISSION: Bids may be emailed to dnr.ssd.procurement@alaska.gov, must be received in their entirety no later than the date and time listed on page one of this ITB as the Deadline for Responses, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that 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. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907) 269-8687 or 269-8666 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

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c. FAX BID SUBMISSION: Bids may be faxed to (907) 269-8909 and must be received in their entirety no later than the date and time listed on page one of this ITB as the Deadline for Responses. It is the bidder's responsibility to contact the issuing office at (907) 269-8687 or 269-8666 to make arrangements prior to faxing the bid and to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

4. PRICES: The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. 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. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

5. VENDOR TAX ID NUMBER: If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

6. FILING A PROTEST: A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

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B. CONDITIONS:

- 1. AUTHORITY:** This ITB is written in accordance with AS 36.30 and 2 AAC 12.
- 2. 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.
- 3. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, 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.
- 4. SPECIFICATIONS:** Unless otherwise specified in the 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.
- 5. FIRM OFFER:** For the purpose of award offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
- 6. 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.
- 7. BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.
- 8. CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS", "FILING A PROTEST" above.
- 9. CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

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10. CONFLICT OF INTEREST: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

11. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

12. SUBCONTRACTOR(S): Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

The Contractor shall be solely responsible for the satisfactory performance of all subcontractors and subcontracted services and for the compensation of all subcontractors. The Contractor shall be and remain liable for all costs and damages to DNR caused by negligent performance or non-performance of subcontracted services and shall indemnify, defend and hold harmless the State and its officers, employees, and agents from and against any such claims or failures by subcontractors.

13. FORCE MAJEURE (Impossibility to perform): The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

14. LATE BIDS: Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.

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15. CONTRACT EXTENSION: Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over 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) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. DEFAULT: In case of default by the contractor, for any reason whatsoever, the State of Alaska 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.

17. DISPUTES: If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

18. CONSUMER ELECTRICAL PRODUCT: AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

19. SEVERABILITY: If any provision of the contract is 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.

20. 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 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

C. SPECIAL CONDITIONS:

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1. 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. The State of Alaska Contract Award, Delivery Order, and Division of Forestry Resource Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

2. BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Contract Award, Delivery Order, or Resource Order and not to the DNR Procurement Section. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

3. 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.

D. PREFERENCES:

1. ALASKA BIDDER PREFERENCE: Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the 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 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. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2).

2. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by

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individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. 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 governments, or the general public - AS 36.30.321(i).

3. USE OF LOCAL FOREST PRODUCTS: Not applicable to this ITB.

4. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE: Not applicable to this ITB.

5. ALASKA PRODUCT PREFERENCE: Not applicable to this ITB.

6. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

7. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

8. PREFERENCE QUALIFICATION LETTER: Regarding preferences 6 and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public. As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 6 or 7 above, an individual or business 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.

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II. GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

A. TERMS AND CONDITIONS:

1. BID CLOSING, PUBLIC BID OPENING, AND CONTACT INFORMATION:

a. **Bid Closing Date and Time.** The current Bid Closing Date and Time (Deadline for Responses) for this ITB is specified on page 1 of the ITB. This date and time are subject to change. Changes will be identified in an amendment to the ITB and an update to the IRIS VSS and State of Alaska Online Public Notice website postings.

b. **Public Bid Opening Date and Time.** The current Public Bid Opening Date and Time for this ITB is 2:15 p.m. on the date shown as the current Deadline for Responses. The Public Bid Opening will be held in the DNR Procurement Office unless otherwise specified in this ITB. The Public Bid Opening date and time are subject to change. Changes will be identified in an amendment to the ITB and an update to the IRIS VSS and State of Alaska Online Public Notice website postings.

c. **Contact Information.** Contact information for the DNR Procurement Section:

Name: Jim Sonnier

Telephone: 907-269-8687

Fax: 907-269-8909

Email: dnr.ssd.procurement@alaska.gov

Physical and Mailing Address: 550 W. 7th Avenue, Suite 1230, Anchorage, Alaska, 99501.

2. ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P.O. 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;

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- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- 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.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

3. ALASKA BIDDER PREFERENCE: An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

- (1) holds a current Alaska business license at the time designated for bid opening;
- (2) submits a proposal 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 Statement

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In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

If the bidder is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

4. BIDDERS WITH DISABILITIES: 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 participate in this procurement should contact the DNR Procurement Section at one of the following numbers no later than 10 days prior to the Deadline for Responses to make any necessary arrangements.

Telephone: (907) 269-8666 or 269-8687

Fax: (907) 269-8909

TDD: (907) 269-8411

Email: dnr.ssd.procurement@alaska.gov

5. COMPLIANCE WITH ADA: By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

6. Preference Qualification: In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

7. CONTRACT PERFORMANCE LOCATION: By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

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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.

8. 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/g/tip/>

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

9. CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the award of multiple multi-year contract(s) for the rental of portable office buildings on an as-needed basis for the Division of Forestry in support of wildland fire suppression missions. Additional information can be found in the Specifications section of this ITB.

10. PRE-BID CONFERENCE: There will be no pre-bid conference held for this ITB.

11. NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed 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.

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12. PAYMENT FOR STATE PURCHASES: 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.

13. Prompt Payment for State Purchases: The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

14. CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of the Support Services Division Procurement Section, Department of Natural Resources.

15. 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.

16. INSURANCE: Without limiting contractor's indemnification, it is agreed that 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 beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with

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policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.

Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

17. BRAND AND MODEL OFFERED: Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the state to consider the offer non-responsive and reject the bid.

18. SUPPORTING INFORMATION: The state requires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the Procurement Officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. Supporting information in the form of a publicly available brochure, specifications sheet, or other such documentation must be included with the bid for each type of unit offered.

However, 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 offered

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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 provide access to a unit so that the state can make a first-hand examination and determination (inspection).

A bidder's failure to provide this supplemental information or access to an offered unit, within the time set by the state, may cause the state to consider the offer non-responsive and reject the bid.

19. FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of 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, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

20. 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 (i) 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 (ii) 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).

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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.

21. CONTRACT PERIOD: The length of the contract will be from the date of award through February 28, 2018, with the option to renew for two additional one year terms under the same terms and conditions as the original contract. Renewals are to be exercised solely by the state. Renewal periods will begin on March 1st of subsequent contract years.

22. CONTRACT PRICES: Consumer Price Index (CPI): Contract prices for equipment and/or service will remain firm through February 28, 2018.

Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the State receives their written request.

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

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average January through June, 2016 and each January through June six month average thereafter. The percentage

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difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

The January through June 2016 base year six month average is 216.999.

23. PRICE DECREASES: During the period of the contract all price decreases experienced by the contractor must be passed on to the state. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

24. ACCESSORIES: When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the state that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the state will cause the state to consider the bid non-responsive and reject the bid.

25. INSPECTION: Equipment offered for rent 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.

26. ALTERATIONS: The contractor must obtain the written approval from the Procurement Officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the Procurement Officer.

27. 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 rented at the same price or less than the discontinued item.

28. 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.

29. INVOICES: Invoices must be sent directly to the ordering agency's address shown on the individual Contract Award, Delivery Order, or Division of Forestry Resource Order. The ordering agency will only make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the

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ordering agency.

30. THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

31. CONTINUING OBLIGATION OF CONTRACTOR: Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

32. ESTIMATED QUANTITIES: The quantities referenced in this ITB are the state's estimated requirements and will be used only for award and evaluation purposes. These quantities may vary from the actual quantities required during the performance of a contract resulting from this ITB. The state does not guarantee any minimum or maximum number of units to be rented or dollar amount to be spent under any contract resulting from this ITB. Orders will be issued throughout the contract period on an as-needed basis only.

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

34. METHOD OF AWARD: All respondents to this ITB will be awarded a contract provided they meet the specifications, terms, and conditions of this ITB and provided they are determined responsive and responsible bidders.

Bidders may offer units for one or more lots as desired and may offer more than one type of unit per lot if desired (for example: SpaceMax S100, SpaceMax S200, etc.). Bidders must complete all items shown on the Mandatory Bid Information, Preference Certification, and Amendment(s) sections of the Bid Schedule for each type of office unit offered under each lot they are bidding. Bidders must also provide supporting information as required by Section II, paragraph 18 of the ITB with their bid.

Bidders may complete the Optional Information section of this Bid Schedule or add additional supporting information as desired. Bidders will not be penalized for not

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completing the Optional Information section of this Bid Schedule.

Except for Optional Information, failure to complete all areas on the Bid Schedule for each type of unit offered and to provide required supporting information may result in rejection of the bid as being non-responsive.

35. CONTRACTOR SELECTION PROCESS: Once the contracts are established this selection process will be used. When the Division of Forestry requires a portable office building the lowest contractor for that location and the required type of unit 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 contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For instance, if there was a need for a portable office building in the Palmer area, contractor(s) in the Palmer/Wasilla area would be contacted first. If these contractor(s) are unable to meet the requirement, contractor(s) in Anchorage or other area(s) would be contacted until the requirement is met.

Contracts will be established using a State of Alaska Master Agreement (MA) document. Contractor information and contract numbers will be entered into an MS Excel spreadsheet. Spreadsheet will be broken down into four worksheets: Contractor's list; Lot 1 Contracts; Lot 2 Contracts; and Lot 3 Contracts.

Nothing in this ITB or the contract(s) resulting from it prohibit the Division of Forestry from acquiring portable office buildings off-contract under the division's Emergency Equipment Rental Agreement or under the provisions of the State of Alaska Procurement Code if it is determined to be in the best interest of the Division based upon their needs at the time.

36. QUESTIONS: Questions concerning this ITB or the contents therein must be in writing and submitted to the DNR Procurement Office via fax to 907-269-8909 or via email to dnr.ssd.procurement@alaska.gov. 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.

37. ENROLLMENT IN IRIS: Bidders will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to award of a

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contract resulting from this ITB. Enrollment can be done online at the following link: <http://doa.alaska.gov/dof/iris/vendor.html>. Bidders who are not enrolled prior to award of a contract will be notified by DNR Procurement. Failure of a bidder to enroll in the IRIS database will delay award of the contract and may delay issuance of Resource Orders or Delivery Orders for contract work.

38. FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the bid (by the bidder) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form attached to this solicitation must be completed and submitted with your bid.

III. SPECIFICATIONS

A. BACKGROUND: The Department of Natural Resources, Division of Forestry, often needs to rent portable office buildings to support specific wildland fire suppression missions. Rented units are most often required in the Palmer and Fairbanks areas. In the past rentals were acquired through the division's Emergency Equipment Rental Agreements (EERA). The contract(s) resulting from this ITB are intended to supplement EERA by providing a single point of contact for specific types of units in the Palmer and Fairbanks areas. The intent is to simplify the ordering process, saving time in acquiring needed assets to support a wildland fire suppression mission.

B. ROAD-SYSTEM ONLY: Units rented under a contract resulting from this ITB will be deployed only along the road system in the northern and south-central Alaska areas. Units may require travel over unimproved roads to reach the required base camp. Units offered under contract(s) resulting from this ITB **will not** be required to deploy to remote areas or villages off the road system.

C. LOCATIONS: Area offices requiring these units are located in Palmer and Fairbanks. The Palmer and Fairbanks area offices will be placing orders against the contract using either a Delivery Order or Resource Order on an as-needed basis. The responsible area office will be responsible for identifying requirements and coordinating delivery and pick-up of the unit(s) with the contracted agency.

D. SPECIFICATIONS: Types of units required are as follows:

1. Lot 1, ATCO, Summit Logistics, Scottsman, or State-approved equivalent **wheeled**

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office: minimum size: 8 foot by 20 foot.

2. Lot 2, ATCO, Summit Logistics, Scottsman, or State-approved equivalent skid
office: minimum size: 10 foot by 24 foot.

3. Lot 3, SpaceMax or State-approved equivalent minimum size:

a. S100:

Exterior Stowed Dimensions
8'W x 20'L x 8.5'H

Exterior Deployed Dimensions
22.4'W x 20'L x 8.5'H

Interior Stowed Dimensions
5.9'W x 18.7'L x 7.2'H

Interior Deployed Dimensions
20.3'W x 18.7'L x 7.2'H

b. S130:

Exterior Stowed Dimensions
8'W x 20'L x 8.5'H

Exterior Deployed Dimensions
22.4'W x 20'L x 8.5'H

Interior Stowed Dimensions
5.9'W x 18.7'L x 7.2'H

Interior Deployed Dimensions
20.3'W x 18.7'L x 7.2'H

c. S200:

Exterior Stowed Dimensions
3.9'W x 20'L x 8.5'H

Exterior Deployed Dimensions

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18.3'W x 20'L x 8.5'H

Interior Stowed Dimensions

1.7'W x 18.7'L x 7.2'H

Interior Deployed Dimensions

16.2'W x 18.7'L x 7.2'H

4. **All units are** to be standard, “off-the-shelf,” units and are to be equipped with typical office electrical power demands, overhead ceiling lights, and a porch or steps. All units offered are to be unfurnished.

5. Delivery and Set-Up of Units. The contractor will be responsible for delivery of units to the designated location and for pick-up of units upon completion of service. It is desired that units be set up by the contractor however in some instances the state may opt to set up the units. A determination on whether the contractor or state will set up the units will be made by the state at the time of order. Cost of delivery, set-up, and pick-up is to be specified in the “Cost for Transport” lines shown on the Bid Schedule.

6. Estimated Usage. When required, units are deployed on average for a two-week period, but may be deployed for a month or longer depending on the fire being supported and the needs of the state. Units are usually required during the summer between June and August. Actual deployment periods may vary depending on the State’s needs; will be determined at the time of order; and may change during the deployment period.

7. Other Requirements.

a. License and Registration. The contractor will be responsible for ensuring towable wheeled units are properly licensed and registered with the State of Alaska. Other units offered must comply with all local, state, or federal regulations with regards to licensing or registration.

b. Condition of Units. All units offered must be structurally sound and suitable for use by state staff performing ground support, warehouse support, equipment dispatch, and other fire support duties. Tires on towed units must be serviceable and suitable for use on unimproved roads.

Units must be delivered clean, serviceable, and ready for immediate occupancy. As required by the type of unit: trash cans shall be emptied; floors mopped or vacuumed; toilets, sinks, and lavatories cleaned; windows, mirrors, and counter/table surfaces

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wiped clean; and walls, ceilings, and floors clean and free of holes or other damage. Exterior of the unit is to be free of major dents and have no tears, holes, cracks, or other damage to the frame, undercarriage, outside walls, roof, windows, and doors.

Units must be non-smoking units and free of residual odors from any prior smoking that may have been done in the unit.

Units will be inspected by the State prior to acceptance at the deployment location and any exterior and interior damage or uncleanliness will be noted on the inspection report.

The Division of Forestry may also, at its discretion, inspect units offered for rental prior to the beginning of the contract or contract renewal period.

Units failing inspection and determined to be unfit for usage will be required to be replaced by the contractor at no cost to the state.

c. Claims. Claims settlement is Area specific and remains the incident's Area office responsibility. Claims will be settled in accordance with the Alaska Incident Business Management Handbook (AIBMH). If claims of less than \$5,000 are not settled within the designated timeframe the Contractor should notify the Area Forester. Claims of \$5,000 or more are processed through the DNR Procurement Officer and Contractors should contact the DNR Procurement Officer for assistance.

d. Orders against the Contract. Orders against the contract will be done using either a State of Alaska Delivery Order (D.O.) or Division of Forestry Resource Order. Orders will usually be placed through the designated dispatch center by email, fax, or in person, by the incident requesting a mobile office unit. An order will be completed for each unit. The order will contain the initial date/time, incident/project name, incident/project order number, financial codes, descriptive location, etc. Contractors should wait until they receive a Delivery or Resource order before releasing units to the Division of Forestry. Releasing units without receiving a Delivery or Resource order from the Division of Forestry will be done at the Contractor's sole expense.

e. Beginning Time of Hire. Beginning time of hire shall start when the Division of Forestry employee takes or accepts possession of the unit(s) ordered at the location designated in the State's order (designated location).

"Possession" of the unit begins upon acceptance of the unit from the Contractor at the designated location by a State employee. The State employee should sign a document from the Contractor confirming possession.

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If applicable based on the situation the inspection time will be back dated to the time the Division accepted the unit into their possession. For example, the state accepts a unit into possession on Monday but doesn't inspect the unit until Wednesday. In this instance the state may back date the inspection time to the possession time.

If a unit fails inspection the State is not liable for payment of the rental regardless of any time lapse between delivery of the unit by the Contractor and inspection of the unit by the State.

f. Ending Time of Hire. For the contract resulting from this ITB the time of hire ends when the unit is released back to the contractor by the state. The release time will be the time the contractor is notified by the state of the last day the state will occupy the unit. At the time of notification, the contractor will be responsible for arranging pick up of the unit. The state will give the contractor as much notice as possible of when the last day of occupancy will be so the contractor can arrange for pick up of the unit.

For example, the contractor is notified on Wednesday that the unit will no longer be occupied after 5:00 p.m. on Monday and is being released back to the contractor as of that day. The contractor will be responsible for arranging pick up of the unit on or after 5:00 p.m. on Monday.

The state will not pay for any delays caused between the time the unit is released back to the contractor and actual pick up of the unit by the contractor. For example, if the unit is released to the contractor at 5:00 p.m. on Monday but the contractor doesn't pick up the unit until Wednesday the state will not pay for rental of the unit on Tuesday or Wednesday.

g. Contract Rates. The state will only pay for the actual number of days a unit is needed. Rental rates shown on the Bid Schedule for each lot are the Weekly and Monthly rates. In the event the rental period is shorter or longer than anticipated the Weekly or Monthly rate may be prorated by dividing by 7 or the number of days in a month to arrive at a daily rate.

For example, the state anticipates a need for a unit between June 1st and June 30th and contracts for a unit at a Monthly rate of \$1000.00. The incident ends on June 21st and the unit is released back to the contractor on June 23rd. The state would divide \$1,000 by 30 to arrive at a daily rate of \$33.33 per day and would pay the contractor \$766.59 for the rental ($\$33.33 \times 23 = \766.59) plus the applicable delivery, set-up, and pick-up fee.

Another example: the state anticipates a need for a unit between June 1st and June 14th

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and contracts for a unit at the Weekly rate of \$300.00. The incident ends on June 8th and the unit is released back to the contractor on June 9th. The state would divide \$300 by 7 to arrive at a daily rate of \$42.86 per day and would pay the contractor \$385.74 for the rental (\$42.86 x 9 = \$385.74) plus the applicable delivery, set-up, and pick-up fee.

h. Contract Rental Periods – No Minimums or Maximums. The need for this service is based upon the needs of the Division of Forestry responding to a wildland fire incident. Because these incidents are fluid in nature the State does not guarantee any minimum or maximum number of units to be rented, number of days units may be deployed in support of the Division’s mission, or dollar amount to be spent under any contract or order resulting from this ITB. Bids requiring any minimum or maximum number of days units are to be rented for, or number of units to be rented, or dollar amount to be spent, will be considered non-responsive and will be rejected.

IV. BID SCHEDULE AND BIDDER’S CHECKLIST

The Bid Schedule and Bidder’s Checklists are attached separately to this ITB.

******END OF THIS SECTION******

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BIDDER'S CHECKLIST

This checklist is provided as a courtesy to prospective bidders. While every effort has been made to ensure this checklist is complete it is still the bidder's responsibility to make sure they comply with all requirements of this ITB. Items shown below must be included with your bid. Failure to submit these items may cause the State to reject your bid as being non-responsive.

1. One copy of Page 1 of this ITB with the Vendor information completed and the bid signed by an authorized representative. The "Vendor #" shown in the Vendor information section is the number assigned to the bidder by the State of Alaska. If you do not know this number, do not enter any information on this line. Bidders will not be penalized for not entering a Vendor # in this section.

2. A completed Bid Schedule with information entered into the Mandatory Bid Information, Preference Certification, and Amendment(s) sections for each lot or type of unit within a lot for which you are bidding.

3. One signed copy of any Mandatory Return amendment(s) issued for this ITB **OR** entering the amendment number(s) on the Amendment(s) line on the Bid Schedule. Only one copy of Mandatory Return amendment(s) need be acknowledged or returned with your bid.

4. One completed copy of the Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form attached to this ITB is to be included with your bid.

5. One copy of the bidder's DD214 with Social Security or serial number, date of birth, and other Privacy Act information redacted out if claiming the Alaska Veteran's preference.

6. One copy of the certification letter issued by the Division of Vocational Rehabilitation with your bid if claiming the Employment Program or Alaskans with Disabilities preference. Failure to provide a copy of the certification letter with your bid will result in disallowance of the preference.

******END OF CHECKLIST******

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**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE
FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative:_____.

Signature:_____

Date:_____.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number _____ or the Cage Code _____.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving Federal funds. Failure to do so will result in cancellation of the contract.

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Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

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BID SCHEDULE LOT 1, Minimum 8 Foot x 20 Foot WHEELED Office

If bidding on this Lot, bidder must submit this Bid Schedule form with your bid. Costs offered must include all direct and indirect costs associated with the performance of the contract, including but not limited to porch/steps, supplies, materials, labor, travel, permits, supervision, overhead, profit, etc.

Bidders may offer units for one or more lots as desired and may offer more than one type of unit per lot if desired. Bidders must complete all items shown on the Mandatory Bid Information, Preference Certification, and Amendment(s) sections of the Bid Schedule for each type of office unit offered under each lot they are bidding. Bidders must also provide supporting information as required by Section II, paragraph 18 of the ITB with their bid.

Bidders may complete the Optional Information section of this Bid Schedule or add additional supporting information as desired. Bidders will not be penalized for not completing the Optional Information section of this Bid Schedule.

Except for Optional Information, failure to complete all areas on the Bid Schedule for each type of unit offered and to provide required supporting information may result in rejection of the bid as being non-responsive.

A. Mandatory Bid Information:

1.	Bidder:			
2.	Make and Model Offered:			
3.	Home Base:			
4.	Cost Information:			
a.	Weekly Rental Cost	\$	per week.	
b.	Monthly Rental Cost	\$	per month.	
c.	Cleaning Fee if unit is returned unclean by the State	\$	per unit.	
d.	Cost for Transport within:	Delivery	Set-Up	Pick-Up
1)	50 miles of Home Base	\$	\$	\$
1)	150 miles of Home Base	\$	\$	\$
2)	250 miles of Home Base	\$	\$	\$
3)	350 miles of Home Base	\$	\$	\$
4)	450 miles of Home Base	\$	\$	\$
5)	550 miles of Home Base	\$	\$	\$
6)	650 miles of Home Base	\$	\$	\$
7)	750 miles of Home Base	\$	\$	\$
5.	Power. The unit offered requires (circle one) 120V 240V power.			

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	(If the unit offered can be powered by either 120V or 240V circle both.)		
6.	Does the item offered meet the minimum size and other specifications outlined in the ITB for Lot 1 (Circle One)?	YES	NO

B. Preference Certification. Bidders must complete this section.

ITEM	QUESTION	YES	NO
1.	Does your company qualify for the Alaska Bidder's Preference?		
2.	Does your company qualify for the Alaska Veteran's Preference? If yes, include with your bid a copy of your DD214 or equivalent with Privacy Act information (birth date, SSN, etc.) redacted out.		
3.	Does your company qualify for the Alaskans with Disabilities preference? If yes, you must provide with your bid a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		
4.	Does your company qualify for the Employment Program Preference? If yes, you must provide with your bid a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		

C. Amendment(s). Bidders must complete this line. The bidder acknowledges receipt of the following amendment(s) issued for this ITB: _____.

D. Optional Equipment Offered: Bidders may complete this information as desired. Bidders offering additional items should include information on the size, style, capacity, etc. for the item(s) offered. Bidders will not be penalized for not completing this section.

Item	Description	Cost per day
1.	Office Chair	\$
2.	Folding Chair	\$
3.	Stackable Chair	\$
4.	Desk	\$
5.	Folding Table	\$
6.	Refrigerator	\$
7.	Mini Fridge	\$
8.	Electric Coffee Pot	\$
9.	Keurig or Equal	\$
10.	Microwave	\$
11.	White Board	\$
12.	TV	\$
13.	Pedestal File Cabinet	\$

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14.	Trash Can	\$
15.	Other: (List separately below or include in a separate cost schedule):	\$
		\$
		\$
		\$
		\$
		\$

******END OF BID SCHEDULE******

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BID SCHEDULE LOT 2, Minimum 8 Foot x 20 Foot SKID Office

If bidding on this Lot, bidder must submit this Bid Schedule form with your bid. Costs offered must include all direct and indirect costs associated with the performance of the contract, including but not limited to porch/steps, supplies, materials, labor, travel, permits, supervision, overhead, profit, etc.

Bidders may offer units for one or more lots as desired and may offer more than one type of unit per lot if desired. Bidders must complete all items shown on the Mandatory Bid Information, Preference Certification, and Amendment(s) sections of the Bid Schedule for each type of office unit offered under each lot they are bidding. Bidders must also provide supporting information as required by Section II, paragraph 18 of the ITB with their bid.

Bidders may complete the Optional Information section of this Bid Schedule or add additional supporting information as desired. Bidders will not be penalized for not completing the Optional Information section of this Bid Schedule.

Except for Optional Information, failure to complete all areas on the Bid Schedule for each type of unit offered and to provide required supporting information may result in rejection of the bid as being non-responsive.

A. Mandatory Bid Information:

1.	Bidder:			
2.	Make and Model Offered:			
3.	Home Base:			
4.	Cost Information:			
a.	Weekly Rental Cost	\$	per week.	
b.	Monthly Rental Cost	\$	per month.	
c.	Cleaning Fee if unit is returned unclean by the State	\$	per unit.	
d.	Cost for Transport within:	Delivery	Set-Up	Pick-Up
1)	50 miles of Home Base	\$	\$	\$
1)	150 miles of Home Base	\$	\$	\$
2)	250 miles of Home Base	\$	\$	\$
3)	350 miles of Home Base	\$	\$	\$
4)	450 miles of Home Base	\$	\$	\$
5)	550 miles of Home Base	\$	\$	\$
6)	650 miles of Home Base	\$	\$	\$
7)	750 miles of Home Base	\$	\$	\$
5.	Power. The unit offered requires (circle one) 120V 240V power.			

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	(If the unit offered can be powered by either 120V or 240V circle both.)		
6.	Does the item offered meet the minimum size and other specifications outlined in the ITB for Lot 2 (Circle One)?	YES	NO

B. Preference Certification. Bidders must complete this section.

ITEM	QUESTION	YES	NO
1.	Does your company qualify for the Alaska Bidder's Preference?		
2.	Does your company qualify for the Alaska Veteran's Preference? If yes, include with your bid a copy of your DD214 or equivalent with Privacy Act information (birth date, SSN, etc.) redacted out.		
3.	Does your company qualify for the Alaskans with Disabilities preference? If yes, you must provide with your bid a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		
4.	Does your company qualify for the Employment Program Preference? If yes, you must provide with your bid a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		

C. Amendment(s). Bidders must complete this line. The bidder acknowledges receipt of the following amendment(s) issued for this ITB: _____.

D. Optional Equipment Offered: Bidders may complete this information as desired. Bidders offering additional items should include information on the size, style, capacity, etc. for the item(s) offered. Bidders will not be penalized for not completing this section.

Item	Description	Cost per day
1.	Office Chair	\$
2.	Folding Chair	\$
3.	Stackable Chair	\$
4.	Desk	\$
5.	Folding Table	\$
6.	Refrigerator	\$
7.	Mini Fridge	\$
8.	Electric Coffee Pot	\$
9.	Keurig or Equal	\$
10.	Microwave	\$
11.	White Board	\$
12.	TV	\$
13.	Pedestal File Cabinet	\$

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14.	Trash Can	\$
15.	Other: (List separately below or include in a separate cost schedule):	\$
		\$
		\$
		\$
		\$
		\$

******END OF BID SCHEDULE******

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BID SCHEDULE LOT 3, SpaceMax or State-approved Equivalent

If bidding on this Lot, bidder must submit this Bid Schedule form with your bid. Costs offered must include all direct and indirect costs associated with the performance of the contract, including but not limited to porch/steps, supplies, materials, labor, travel, permits, supervision, overhead, profit, etc.

Bidders may offer units for one or more lots as desired and may offer more than one type of unit per lot if desired. Bidders must complete all items shown on the Mandatory Bid Information, Preference Certification, and Amendment(s) sections of the Bid Schedule for each type of office unit offered under each lot they are bidding. Bidders must also provide supporting information as required by Section II, paragraph 18 of the ITB with their bid.

Bidders may complete the Optional Information section of this Bid Schedule or add additional supporting information as desired. Bidders will not be penalized for not completing the Optional Information section of this Bid Schedule.

Except for Optional Information, failure to complete all areas on the Bid Schedule for each type of unit offered and to provide required supporting information may result in rejection of the bid as being non-responsive.

A. Mandatory Bid Information:

1.	Bidder:			
2.	Make and Model Offered:			
3.	Home Base:			
4.	Cost Information:			
a.	Weekly Rental Cost	\$	per week.	
b.	Monthly Rental Cost	\$	per month.	
c.	Cleaning Fee if unit is returned unclean by the State	\$	per unit.	
d.	Cost for Transport within:	Delivery	Set-Up	Pick-Up
1)	50 miles of Home Base	\$	\$	\$
1)	150 miles of Home Base	\$	\$	\$
2)	250 miles of Home Base	\$	\$	\$
3)	350 miles of Home Base	\$	\$	\$
4)	450 miles of Home Base	\$	\$	\$
5)	550 miles of Home Base	\$	\$	\$
6)	650 miles of Home Base	\$	\$	\$
7)	750 miles of Home Base	\$	\$	\$
5.	Power. The unit offered requires (circle one) 120V 240V power.			

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	(If the unit offered can be powered by either 120V or 240V circle both.)		
6.	Does the item offered meet the minimum size and other specifications outlined in the ITB for Lot 3 (Circle One)?	YES	NO

B. Preference Certification. Bidders must complete this section.

ITEM	QUESTION	YES	NO
1.	Does your company qualify for the Alaska Bidder's Preference?		
2.	Does your company qualify for the Alaska Veteran's Preference? If yes, include with your bid a copy of your DD214 or equivalent with Privacy Act information (birth date, SSN, etc.) redacted out.		
3.	Does your company qualify for the Alaskans with Disabilities preference? If yes, you must provide with your bid a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		
4.	Does your company qualify for the Employment Program Preference? If yes, you must provide with your bid a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		

C. Amendment(s). Bidders must complete this line. The bidder acknowledges receipt of the following amendment(s) issued for this ITB: _____.

D. Optional Equipment Offered: Bidders may complete this information as desired. Bidders offering additional items should include information on the size, style, capacity, etc. for the item(s) offered. Bidders will not be penalized for not completing this section.

Item	Description	Cost per day
1.	Office Chair	\$
2.	Folding Chair	\$
3.	Stackable Chair	\$
4.	Desk	\$
5.	Folding Table	\$
6.	Refrigerator	\$
7.	Mini Fridge	\$
8.	Electric Coffee Pot	\$
9.	Keurig or Equal	\$
10.	Microwave	\$
11.	White Board	\$
12.	TV	\$
13.	Pedestal File Cabinet	\$

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14.	Trash Can	\$
15.	Other: (List separately below or include in a separate cost schedule):	\$
		\$
		\$
		\$
		\$
		\$

******END OF BID SCHEDULE******