

INVITATION TO BID NUMBER

2015-1000-2875

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Natural Resources
Support Services Division
550 W. 7th Avenue, Suite 1230
Anchorage, Alaska ZIP 99501

THIS IS NOT AN ORDER

DATE ITB ISSUED: January 9, 2015

ITB TITLE: RENTAL VEHICLES ON AN "AS NEEDED" BASIS IN SUPPORT OF FIRE ACTIVITIES FOR THE DIVISION OF FORESTRY.

SEALED BIDS MUST BE SUBMITTED TO THE DEPARTMENT OF NATURAL RESOURCES SUPPORT SERVICES OFFICE FROM WHICH THEY WERE ISSUED AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 2:00 PM ON FEBRUARY 3rd, 2015 AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

DELIVERY LOCATION: PER ORDERING DOCUMENTS

DELIVERY DATE: PER ORDERING DOCUMENTS

F.O.B. POINT: FINAL DESTINATION

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (1) the bidder has a valid Alaska business license, or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one of the following forms of evidence must be submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion 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 there under by the State and Federal Government; and all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (1) at the time designated in the ITB for opening the state will disallow 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. Bids must be also submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

Marlys Hagen

Marlys Hagen, C.P.M., CPPB, CPPO
PROCUREMENT OFFICER

TELEPHONE FAX
NUMBER NUMBER
907-269-8666 907-269-8909

TTD NUMBER
907- 269-8411

ALASKA BUSINESS LICENSE
NUMBER

COMPANY SUBMITTING BID

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

FEDERAL TAX ID NUMBER

DOES YOUR BUSINESS QUALIFY FOR
THE ALASKA BIDDER PREFERENCE?
☐ YES ☐ NO

DOES YOUR BUSINESS QUALIFY FOR THE
ALASKA VETERAN PREFERENCE?
☐ YES ☐ NO

SEE ITB FOR EXPLANATION OF CRITERIA
TO QUALIFY.

E-MAIL ADDRESS

TELEPHONE NUMBER

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I. OVERVIEW OF THIS INVITATION TO BID (ITB).

1. SERVICES TO BE PROVIDED. The Department of Natural Resources, Division of Forestry, is soliciting competitive bids for qualified contractor(s) to provide rental vehicles on an "as needed basis" in support of fire activities across the State of Alaska.

2. 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 Issuing Office listed on the cover page of this ITB.

3. TYPE OF CONTRACT. Fixed Unit Price.

4. APPROXIMATE ITB AND CONTRACT SCHEDULE.

a. Issue ITB Date: January 9, 2015.

b. Bid Opening: 2:00 PM Alaska Standard Time on February 3, 2015 at 550 W. 7th Avenue, Suite 1230 Anchorage, Alaska, 99501.

c. Issue Notice of Intent to Award a Contract: Approximately February 6, 2015.

d. Issue Contract: Approximately February 17, 2015.

e. Contract Term: One year from the date of award, with three additional one-year renewal options. Renewal options are to be exercised at the sole discretion of the State.

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II. STATE OF ALASKA 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: Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening 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.

<p>Bidder's Return Address</p> <p>Department of Natural Resources Support Services Division Procurement Section 550 West 7th Avenue, Suite 1230 Anchorage, Alaska 99501-3561</p> <p>ITB No.: <u>2015-1000-2798</u></p> <p>Opening Date: _____</p>
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ELECTRONIC BID SUBMISSION: Bids may be emailed to linda.erickson1@alaska.gov, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, 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) 269-8666 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.

FAX BID SUBMISSION: Bids may be faxed to (907) 269-8909, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids. It is the bidder's responsibility to contact the issuing office at (907) 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 this 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.

B. CONDITIONS:

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

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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.

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.

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.

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 Contract, 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.

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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:

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 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.

1. BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. 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.

2. 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 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: In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

4. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE: When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

5. ALASKA PRODUCT PREFERENCE: A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

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.

9. 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

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federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Appendix A) must be completed and submitted with your bid.

III. GENERAL INFORMATION.

1. 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:

- (a) copy of an Alaska business license;
- (b) 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);
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit 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.

2. 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.

3. ALASKA BIDDER PREFERENCE AFFIDAVIT:

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 affidavit must also identify each

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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 affidavit 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 Support Services Division at one of the following numbers no later than 10 days prior to the due date for receipt of bids to make any necessary arrangements.

Telephone: (907) 269-8666
Fax: (907) 269-8909
TDD: (907) 269-8411

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.

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 multiple renewable contracts to provide rental vehicles for the Division of Forestry, Department of Natural Resources across the state. The contracts established shall be on an "as needed" basis.

10. 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

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instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting 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 contracting officer does so without a contract and at their own risk.

11. PAYMENT FOR STATE PURCHASES: Payment for Contracts 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 Contract, 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 Contract that establishes a lower interest rate or precludes the charging of interest.

12. CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of Marlys Hagen, Procurement Officer at the Department of Natural Resources, Support Services Division, or her designated representative.

13. 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.

14. 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 Contract. 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.

15. 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 Contract 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.

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 Contract 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 Contract with minimum coverage limits of \$300,000 combined single limit per occurrence.

The State of Alaska shall be named as Additional Insured. This insurance shall be considered to be primary and non-contributory to any other insurance carried by the State through self insurance or otherwise.

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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.

16. 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.

17. SUPPORTING INFORMATION: The state strongly desires 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 contracting officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. 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 completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

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

18. 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.

Unilateral Renewal Option:

19. CONTRACT TERM: The length of the contract will be one year from the date of award, with the option to renew for three (3) additional one-year terms under the same terms and conditions as the original contract. Renewals are to be exercised solely at the State's discretion.

20. PRICE ADJUSTMENTS:

Consumer Price Index (CPI): Contract prices are to remain firm through the initial contract term. Price adjustments are allowed at contract renewal if the Contractor requests the price adjustment, 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 2014); and each (January through June) six month average thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

21. 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.

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22. 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.

23. CONTINUING OBLIGATION OF CONTRACTOR: Regardless of the terms and conditions of any third-party financing Contract, 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.

24. INSPECTION: Equipment offered for rental 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.

25. 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 to be responsive and responsible bidders.

IV. SPECIFICATIONS.

1. SCOPE:

The purpose of this solicitation, and resulting contracts, is to establish mutually agreeable terms, conditions and specifications to obtain rental vehicles used in support of fire suppression and all-risk activities for the State of Alaska, Division of Forestry. Contracts resulting from this ITB may be used on an area to area basis, but will be used only in the State of Alaska. Since the equipment needs of Division of Forestry and availability of Contractor's vehicles during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Division of Forestry, the Contractor shall furnish vehicles to the extent that the Contractor is willing and able at the time of order. The Division of Forestry is not obligated to place, nor is the Contractor obligated to accept, an order under this Contract, but if an order is placed and accepted, all the terms and conditions set forth herein shall be met. There are no minimum or maximum guarantees as to the number of orders that may be placed under subsequent Contract(s). The Contract(s) will not preclude the Division of Forestry from using Agency or Agency Cooperator owned resources before using resources under the Contract.

1.1 The following personnel will be authorized to place orders against the Contract(s), Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers, Procurement Specialists and Supply Technicians. The Incident Commander or responsible State representative is authorized to administer the technical aspects of the Contract.

2. OWNERSHIP:

All vehicles offered to the Division of Forestry must be currently registered with the Alaska Division of Motor Vehicles in the name of the bidder or be leased by the Contractor. The rates established in this contract shall apply to all vehicles owned or leased by the Contractor and the Contractor is not allowed to offer additional vehicles of the type specified in this contract using an Emergency Equipment Rental Contract and registered under the Online Application System (OLAS).

3. DRIVERS:

All drivers of vehicles offered to the Division of Forestry shall be State employees, or Agency Cooperators, at least 18 years old, and shall possess a valid driver's license.

4. WEAR AND TEAR:

Equipment furnished under the Contract may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include, but are not limited to, unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into the Contract, the Contractor agrees that what is considered wear and tear under this Contract may be in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.

For the purpose of the Contract, the term "normal wear and tear" shall include, but not be limited to:

- a) Brush scratches on the body of the vehicle
- b) Punctures, tears or destruction of tires and/or sidewalls due to rocks or sticks common to the working environment.
- c) Wear on the paint on the inner and outer surfaces of the vehicle, top, sides, rails, and tailgate. Includes chips from flying rocks and minor bumps and dents.
- d) Clogged air filters and oil filters from dust.
- f) For equipment furnished under the Contract, the Division of Forestry shall not be liable for loss, damage, or destruction of such equipment, except the loss, damage, or destruction resulting from the negligence, or wrongful act(s) of Division of Forestry employee(s) while acting within the scope of their employment.
- g. In order to better monitor possible abuse of vehicles, the State may also conduct cursory inspections on a daily basis.

3.1 Tires

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Due to the extreme conditions the equipment rented under this Contract is subject to, a minimum of 10 ply tires for the category for 4x4 pickup is preferred.

3.2 Tire Replacement

In the event a tire has to be replaced, the Division of Forestry will replace the tire with the same size but due to the emergency nature of fire suppression activities there will be no consideration to brand. The incident will then bill the cost of the tire back to the vendor.

5. VEHICLE INSPECTION:

Prior to acceptance of any specific vehicle for incident use, the vehicle shall be inspected by the State to determine that it meets all the terms, conditions and specifications set forth herein. The vehicle shall be safe (brakes, tires, headlights, turn indicators, etc.), in good mechanical condition. At the time of pre-use inspection, all vehicle tires must have a minimum tire tread depth of 6/32 inches. Vehicles shall also be equipped with a spare tire, wheel wrench and jack.

Vehicles that fail the inspection or fail to comply with applicable laws such as ownership/registration shall be rejected. Equipment may be re-inspected after repairs or other reasons for the failed inspection are rectified. Division of Forestry will only re-inspect each vehicle one time.

6. ORDERING PROCEDURE:

The end result of this Offer process will be a geographic resource list of vendors and the prices for which they have agreed to furnish rental vehicles. This geographic resource list will be per location and price. State personnel may use this geographic resource list if and when an incident develops.

The contractor selection process will be as follows:

When the Division of Forestry needs vehicles, the lowest priced contractor for that location will be contacted first. If, for any reason, the lowest priced contractor is not available to provide the vehicle, the State will contact the next lowest priced contractor for that location. This process will continue until a contractor who can provide the vehicle is located. The location of the contractor initially contacted will be determined by the location of the call-out. For instance, if there was a need to transport personnel from Anchorage to Fairbanks, the State would contact Anchorage contractors. The contractor will be paid the rates quoted for the location of the original call-out. Although price will be primary consideration, due to the emergency nature of fire suppression and all risk activities, factors other than price (such as location, ability to meet timeframes, number of units available, etc.) may be considered prior to placing an order. There is no guarantee the listed vendors will be called to supply vehicles.

An equipment resource order will be placed through the designated dispatch center by phone, email, fax, or in person, by the incident requesting a vehicle. A resource order will be completed for each vehicle. The resource order will contain the initial date/time, incident/project name, incident/project order number, financial codes, descriptive location, etc.

Agencies will contact the vendor and request vehicles by indicating the type of vehicle needed, pick-up date and the anticipated return date (during fire suppression and all risk activities, a return date may not be known). Vehicles may have multiple drivers. The person picking up the vehicles or accepting delivery may not be the driver. The State will assure only licensed drivers over 18 years of age will operate vehicle. The ordering agency shall be listed on all documentation as the lessee not individuals assigned to pick up the vehicle.

7. RESOURCE ORDERS:

Resource orders are assigned for a specific fire incident. Rental vehicles cannot move to other incidents with the same resource order. A new resource order needs to be assigned for each incident.

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8. DELIVERY/PICKUP CHARGES:

In the event a vendor has to ship vehicles to another location to meet the States requirements, charges for this service shall be negotiated between incident personnel and the vendor and invoiced separately. These charges shall be incident specific and require a resource order.

9. MODIFICATIONS:

Any modifications to the Contracts shall be made by the State of Alaska Procurement Specialist who signs the original Contract.

10. 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.

11. CLEANLINESS & FUEL:

All vehicles will be provided clean on the interior and washed on the exterior, along with a full tank of fuel and the windshield washer fluid reservoir full. The Division of Forestry will return the vehicles in the same condition – clean on the interior and washed on the exterior, along with a full tank of fuel and the windshield washer fluid reservoir full. If the vehicle is not returned clean on the interior and washed on the exterior and windshield washer fluid reservoir full, a \$50.00 cleaning charge may be billed to the ordering agency. If the fuel tank is not filled, contractor may invoice the Division of Forestry at the commercial rental car rate for fuel less all state and local taxes. Contractor must fully document, with pictures, all vehicles return unclean and submit documentation with the cleaning invoices.

12. PERFORMANCE PERIOD:

Division of Forestry's primary period for use falls between April 15th and September 30th each year. Since the resource needs of the State and availability of Contractor's resources cannot be determined in advance, it is mutually agreed that the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order.

13. CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE:

- a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles by, or the action of, the Contractor or the Contractor's employees and agents.
- b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor again all claims for injury or damage.
- c) The Contractor, at the Contractor's expense, shall maintain Loss, Damage Waiver (LDW) coverage to indemnify the State in the event of vandalism, vehicle theft, and other damages occurring from something other than collision with another vehicle. Examples of other damages include being struck by a tree limb or rock, or collision with an animal.
- d) The Contractor shall maintain Worker's Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
- e) The State shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the State shall be indemnified and saved harmless against claim for damage or injury in such cases.

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14. LOSS, DAMAGE OR DESTRUCTION:

For vehicle(s) furnished under this Contract without operator, the State will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) wear and tear as defined in this document, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents.

15. BILLING:

Division of Forestry will pay for rental vehicles based on a 24 hour period, or weekly, or monthly basis, whichever is most advantageous for the Division. The final day of rental will be paid at a per hour basis for hours less than 24 hours from check out prorated on the daily rate with a two (2) hour grace period. For example the vehicle was checked out on April 1 at 10 a.m. and returned April 10 at 2 pm. Billing would be for 1 week, 2 days and 4 hours.

16. INVOICING:

Invoicing is to be processed through the agency listed on the resource order. All invoices will be addressed to the billing address listed on the resource order. Questions concerning payment must be addressed to the ordering agency.

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V. BID SCHEDULE.

ALL VEHICLES ON THIS BID SCHEDULE MAY USE EITHER GAS OR DIESEL FUEL.

PASSENGER VANS – 8 PASSENGER

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE	FREE MILES PER DAY	RATE PER MILE OVER FREE
FAIRBANKS					
MAT-SU					
KENAI					

PASSENGER VANS – 12 PASSENGER

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE	FREE MILES PER DAY	RATE PER MILE OVER FREE
FAIRBANKS					
MAT-SU					
KENAI					

PICKUP, ½ TON, 4x4, CREW CAB

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE	FREE MILES PER DAY	RATE PER MILE OVER FREE
FAIRBANKS					
MAT-SU					
KENAI					

PICKUP, ¾ TON, 4x4, CREW CAB

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE	FREE MILES PER DAY	RATE PER MILE OVER FREE
FAIRBANKS					
MAT-SU					
KENAI					

PICKUP, 1 TON, 4x4, CREW CAB

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE	FREE MILES PER DAY	RATE PER MILE OVER FREE
FAIRBANKS					
MAT-SU					
KENAI					

PICKUP, ½ TON, 4x4, EXTENDED CAB

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE	FREE MILES PER DAY	RATE PER MILE OVER FREE
FAIRBANKS					
MAT-SU					
KENAI					

PICKUP, 3/4 TON, 4x4, EXTENDED CAB

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE	FREE MILES PER DAY	RATE PER MILE OVER FREE
FAIRBANKS					
MAT-SU					
KENAI					

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PICKUP, 1 TON, 4x4, EXTENDED CAB

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE	FREE MILES PER DAY	RATE PER MILE OVER FREE
FAIRBANKS					
MAT-SU					
KENAI					

**UTILITY, 4x4 OR ALL WHEEL DRIVE (BRONCO/BLAZER/SUBURBAN/EXPLORER OR
SIMILAR.) 5 PASSENGER**

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE	FREE MILES PER DAY	RATE PER MILE OVER FREE
FAIRBANKS					
MAT-SU					
KENAI					

**UTILITY, 4x4 OR ALL WHEEL DRIVE (BRONCO/BLAZER/SUBURBAN/EXPLORER OR
SIMILAR.) 7 PASSENGER**

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE	FREE MILES PER DAY	RATE PER MILE OVER FREE
FAIRBANKS					
MAT-SU					
KENAI					

VI. BIDDER'S INFORMATION.

COMPANY NAME: _____

ADDRESS: _____

CONTACT NAME: _____

TELEPHONE NO: _____

FACSIMILIE NO: _____

E-MAIL: _____

[FOR STATE USE THIS INVITATION TO BID COVERS PR# 103 070 2015]

Appendix A

**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)**

(1) 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.

(2) 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

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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.