

STATE OF ALASKA ITB NUMBER 2015-1000-2875
AMENDMENT NUMBER 1



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

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: January 29, 2015

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

BID OPENING DATE AND TIME: February 5th, 2015, 2:00 p.m. Alaska time. (CHANGED)

The purpose of this amendment is to answer questions that have been asked by potential bidders (see Q&A section on page 2 of this amendment), and make some resulting changes to the ITB as follows:

1. Page 1, change the bid due date to that reflected above.
2. Page 14, Section IV.2 OWNERSHIP, add the following language to the end of the section: "A lease arrangement would be considered to be a subcontract arrangement. Under any subcontract arrangement (including leases), vehicles would be allowed to be registered in the name of the subcontractor as long as documentation is provided to the State that clearly shows the commitment by the subcontractor to be bound by the terms and conditions of the contract between DNR and the successful bidder(s). Section II.12 requires the successful bidder to submit the names of their subcontractors within 5 days of request by the State. Over the term of the contract, the names of any additional subcontractors must be submitted to the state in writing prior to the Contractor using that subcontractor. Again, the terms and conditions of the contract between DNR and the successful bidder will apply to all vehicles rented to the state whether owned by the successful bidder or the successful bidder's subcontractor."
3. Page 17, Section IV.14 LOSS, DAMAGE OR DESTRUCTION, replace this section in its entirety with the following: "For vehicle(s) furnished under this Contract without operator, the State will assume liability for loss, damage, or destruction of such equipment, except for: (1) wear and tear as defined in this document, (2) mechanical failure, (3) the fault or negligence of the Contractor or the Contractor's agents or employees, or(4) damage covered under the Loss, Damage Waiver (LDW) coverage described in Section IV.13.c."

All terms and conditions not modified by this amendment remain unchanged.

STATE OF ALASKA ITB NUMBER 2015-1000-2875
AMENDMENT NUMBER 1

THIS AMENDMENT IS FOR INFORMATIONAL PURPOSES ONLY AND NEED NOT BE RETURNED.



Marlys Hagen, C.P.M., CPPB, CPPO
Procurement Officer

Phone: (907) 269-8666

FAX: (907) 269-8909

STATE OF ALASKA ITB NUMBER 2015-1000-2875
AMENDMENT NUMBER 1

Questions and Answers
January 29, 2015

Q1: How and when will the contractor receive notification of whether or not the State will exercise each of its three one-year contract renewal options?

A1: There is no set notification period stated in the ITB. Typically, the State will notify the contractor at least 30 days in advance of the contract expiration date if the contract will be renewed or not. Notification will be made in the form of the contract renewal amendment.

Q2: Section III.3 refers to an Alaska Bidder Preference Affidavit. Is there a form we need to fill out for that and submit with the bid? If not, does checking the "Alaska Bidder Preference YES" checkbox meet this requirement?

A2: There is no separate form that needs to be submitted with the bid. Yes, by checking the "Alaska Bidder Preference YES" checkbox and signing their bid, bidders are certifying that they are eligible to receive the Alaska Bidder Preference.

Q3: Section IV.13 appears to be contradictory to Section IV.14. Please resolve the apparent contradiction.

A3: Section IV.13 is referring mainly to personal injury or property damage to third parties. Section IV.14 is referring to damage to the vehicles themselves. Section IV.14 is being modified by this amendment. See Page 1.

Q4: Section III.11 appears to indicate a late payment interest rate that is in excess usury limits by Alaska Statutes (AS 45.45). Are late payments by the State exempt from these limits?

A4: Interest rates for late payments under contracts for good or services provided to the State are governed by Alaska Statutes 37.05.285(c), not AS 45.45.

Q5: Section IV.2 states vehicles need to be registered in the name of the contractor, but does not address sub-contractors (referenced in Section II.B.12). Does Section IV.2 need to be modified to state that vehicles can be registered in the names of sub-contractors also or is that implied or is it written that way to expressly prohibit the use of vehicles from sub-contractors to fill contract requests?

A5: Section IV.2 also states that vehicles can be leased by the Contractor. A lease arrangement would be considered to be a subcontract arrangement. If there are other subcontract situations (other than leases), vehicles would be allowed to be registered in the name of the subcontractor as long as documentation is provided to the State that clearly shows the commitment by the subcontractor to be bound by the terms and conditions of the contract between DNR and the successful bidder(s). Section II.12 requires the successful bidder to submit the names of their subcontractors within 5 days of request by the State. Over the term of the contract, the names of any additional subcontractors must be submitted to the state in writing prior to the Contractor using that subcontractor. Again, the terms and conditions of the contract between DNR and the successful bidder will apply to all vehicles rented to the state whether owned by the successful bidder or the successful bidder's subcontractor. Section IV.2 is being modified by this amendment.

END OF QUESTIONS AND ANSWERS

END OF AMENDMENT #1