

REQUEST FOR PROPOSALS
STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
Kosciusko GNA Young Growth Timber Sale
SSE- 1362 K

I) GENERAL BACKGROUND INFORMATION

The Alaska Division of Forestry (DOF) requests proposals from qualified individuals or firms (Proposer) to harvest timber from a portion of the United States Forest Service (USFS) land in the Tongass national Forest located on Kosciusko Island near Edna Bay. The DOF is administering this timber sale under the Good Neighbor Authority (GNA) for the USFS. The intention of this Request for Proposal (RFP) is to identify interested parties in procuring, harvesting, processing, and marketing the identified timber. The initial term of the Contract will be for up to 6 years. The DOF is soliciting proposals that would meet criteria outlined by the USFS, provide sustainable forest management and meet the requirements of harvest as identified under the Kosciusko Vegetation Management and Watershed Improvement Project EA. A review of provisions of the EA is advised. The Unit Cards for the EA are available at:

http://a123.g.akamai.net/7/123/11558/abc123/forestservic.download.akamai.com/11558/www/nepa/99488_FSPLT3_3891971.pdf

The timber sale is located within the Tongass National Forest, Kosciusko Island, near Edna Bay, Alaska. The sale includes approximately 1,500 acres of various harvest prescriptions containing approximately 25 mmbf of young growth spruce and 5 mmbf of young growth hemlock for a total of 30 mmbf. The parcel is located on an island with no road access.

The sale area is located within the Tongass National Forest but must cross various land owner's roads and will utilize a State of Alaska log transfer facility. The road use and use of the sort yard are allowed under a road and facility use agreement. The Purchaser will be responsible to pay costs outlined in agreement and adhere to all terms of the road use agreement. The Contractor will be responsible for any permits, surveys and cleanup associated with this timber sale.

II) PROPOSALS

The DOF is seeking proposals from financially capable Proposers with proven experience harvesting and marketing timber in Alaska. The harvest location involves the need for logistical support, a high level of operational efficiency, and the financial capability to complete the project properly and on schedule, with a commitment to environmentally sound logging practices. The successful Proposer-Contractor will be required to supply all capital, labor, equipment, materials, staff and subcontractors necessary to construct or arrange for use of the necessary infrastructure, harvest, processing and transport of timber from the sale area to sort, scale, and market logs. The Contractor will provide and complete all other obligations that are required under this Contract.

- a) Contract Term, Review and Reappraisal: The Contract term is for up to six (6) years with rights to renew for up to one (1) additional year if the contractor is in good standing and compliant with all terms and conditions of the contract.
- b) Proposal Options: The DOF will consider proposals submitted in the following formats. A proposer may submit multiple proposals (only one proposal deposit is required):
 - i) A “Pay-as-Cut” Timber Sale, wherein the Contractor pays a set price per 1,000 board feet for all timber produced with payments based on production volumes within a specified period of time.

The DOF in consultation with the USFS will decide as to which proposal, or any proposals, to accept, modify, or reject based on its own determination as to what is in the best interest of the State.

The DOF reserves the right to award or reject any or all proposals based on internal objectives and ratings.

Proposals are to be received at the DOF office no later than 2:00 PM on September 12, 2017.

III) GENERAL TIMBER SALE DESCRIPTION

- a) Location and Description of Timber: The sale area lies approximately 3 miles southwest of Edna Bay, on Kosciusko Island, Alaska. The timber sale includes young growth timber with a variety of harvest methods the merchantable timber and Contract area is depicted on the attached map, and is available in the EA. (Attachment A).
- b) Timber Volume Estimate: Prospective Proposers are responsible for making their own determination of the species, volumes, and quality of timber available for harvest within the Contract Area. Interested parties should be prepared to conduct their own timber inventory or other estimate of the timber that is subject to this Invitation for Proposals.

The DOF and USFS has conducted a timber cruise of portions of the sale area. The cruise utilized an inventory system approved by the USFS and consisted of a limited number of plots (See Attachment B). The sale contains an estimated 25 million board feet (mmbf) of young growth (YG) Sitka spruce and 5 mmbf of western Hemlock for a total of 30 mmbf gross Scribner of timber.

- c) Infrastructure:
 - i) Roads: The Contractor will be responsible for proposing timber harvest methodology and unit layout which must be approved by the sale administrator, the USFS and meet criteria as outlined in the Kosciusko Vegetation and Watershed Improvement Project EA. All plans must be preapproved in writing by the DOF prior to implementation. A detailed Plan of Operations that is compliant with the Alaska FRPA must be filed with the Alaska Division of Forestry prior to commencement of operations.

- ii) Logging Camp: Purchaser will be responsible for camp and siting.
- iii) Log Transfer Facility: The DOF recently constructed a Log Transfer Facility near Edna Bay. DOF also entered in to a Mutual Use Agreement with the University of Alaska (UA): this agreement states: Purchasers of UA and DOF timber sales will be required to sign a cooperative use agreement specifying the operation and maintenance responsibilities for facilities that will be used with other purchasers. Timber purchasers planning concurrent use of the facilities will prepare this agreement jointly. DOF is administrating this timber sale. The sort yard and rafting grounds will be made available at a cost of \$4/mbf.
- iv) Permits: The Contractor is solely responsible for the acquisition of all necessary permits and authorizations.
- v) Property Lines: The Contractor will be responsible for conducting operations within the Contract Areas as outlined in Attachment A (Timber Sale Map). The Contractor will be responsible for locating or surveying property lines as needed to prevent trespass on adjacent landowners.
- vi) Logging Conditions: Prior to commencement of operations the Contractor will prepare a plan of areas proposed to be harvested by harvest method. The operations will be planned and conducted in a manner which complies with FRPA requirements and the USFS. The plan must meet all criteria as outlined in the Kosciusko Vegetation and Watershed Improvement Project EA.
- vii) Access for Due Diligence Inspection: Access to the sale areas for inspection of the timber is by road and foot. Prior authorization will be required from the DOF, and sale administrator located in Ketchikan in order to conduct on-site due diligence activities.

IV) FINANCIAL TERMS

Pay-as-cut proposals will require payment of the purchase on a monthly basis (section IV (c)) based on the proposed price per mbf of cut timber from operations. Proposer must provide a verifiable means to determine volume of timber removed from the sale area. This may be by 100% scale, or an approved scale method. A minimum production deposit of \$50,000 dollars will be paid in advance of harvest activities or within ninety-days (90) days of the effective contract date. The deposit will be maintained through the duration of the contract, the amount of this deposit will reflect the value of production within a 30-day period and may be adjusted to reflect average rate of production at the discretion of the DOF.

The DOF has set minimum proposal requirements. The DOF will evaluate proposals (including the plan of operations, marketing, financial offer and stumpage rates) based on what it determines to be in the best interest of all parties involved in this process. **It is the Proposer's/Contractor's obligation to present material in a manner which the DOF is able**

to quantify.

Decision criteria will be based on the revenue which will be derived from the operations and the past demonstrated ability of the Proposer to provide the designated services within compliance of the EA. The operator's success in previous contracts, and compliance history with environmental and regulatory statutes will be considered. Prior history of litigation may also be a factor and will be reviewed. The DOF in consultation with the USFS reserves the right to refuse any or all offers for any reason.

The proposal must include a method by which timber volume can be tracked and verified as to quantity and price at the time of sale. Anticipated revenue to the DOF and USFS will be determined by utilizing timber cruise volumes (Attachment B) by species expanded by the proposed purchase price per mbf.

The proposal must provide a calculable means to determine return to the State (as determined by the DOF):

a) Minimum Stumpage Price: all materials are considered "Young Growth"

Sitka spruce	\$36.67/mbf net Scribner
Western hemlock	\$ 2.00/mbf net Scribner
Western red cedar	\$50.00/mbf net Scribner
Alaska yellow cedar	\$50.00/mbf net Scribner
All species utility logs***	\$1.00/mbf net utility

**Pine logs will be treated as utility logs for scaling and payment.

***Utility logs will be scaled as utility and priced at \$1.00 per mbf net utility.

b) Mandatory Financial Offers:

- i) Offers may be submitted on Attachment D or similar form containing at a minimum, all of the required information outlined in Attachment D. Your replacement form must be easy to understand and must not require additional explanation. Please designate - **Financial Offer**.
- ii) Financial offers must meet or exceed the Minimum Stumpage Price (Section IV(a)) above, to be considered. A proposal deposit of \$25,000 in the form of a cashier's check must be submitted with the proposal. Proposal deposits will be returned to unsuccessful Proposers upon the award to a successful Proposer or the cancellation of this solicitation. The proposal deposit of the successful Proposer will be applied to the performance deposit.

c) Payment Schedule:

- i) The production deposit will be required two weeks in advance of timber harvest and will be held based on the operating plan. This deposit shall be a minimum of \$50,000 and will, at the discretion of the DOF, be increased or decreased to reflect the average rate of production in a 30-day period.

- ii) Monthly stumpage payments will be paid to the DOF by the 15th day of each month, following the month after the production of logs. A monthly production report will be submitted by the 10th day of each month (even during months when no production has occurred).

There will be an end of fiscal year and end of contract reconciliation of stumpage and payments.

- d) Performance Deposit: A separate \$50,000 cash performance deposit will be required prior to the execution of the Contract. The proposal deposit of \$25,000 will be applied to the performance deposit for the successful Proposer. The remaining balance is due prior to contract signature. This deposit is designed to cover possible costs connected with the Proposer's failure to perform or complete the terms of the Contract, including, but not limited to, clean-up of environmental contamination and any regulatory requirements that need to be addressed following the active life of the Agreement.

V) TIMBER SALE AGREEMENT TERMS

- a) General Information: The Draft Timber Sale Contract (Attachment C), sets forth the terms and conditions applicable to the Kosciusko Vegetation Management GNA Timber Sale. The attached Draft Timber Sale Contract is designed for a "Pay-as-Cut" Sale.

The DOF will negotiate limited changes to the Draft Timber Sale Contract if they are determined to be in the best interest of the DOF and USFS. The Draft Timber Sale Contract should be reviewed carefully and thoroughly. If Proposers wish to negotiate changes, they should submit with their proposal a statement identifying each section or provision they wish to negotiate and a summary of the proposed changes. If there are any conflicts between this RFP and the Draft Contract, this RFP prevails.

VI) SUBMITTING PROPOSALS

- a) Qualifications of Proposer: All Proposers must be at least 18 years of age, if an individual; legally competent to enter into and carry out the provision of the Timber Sale Contract; and licensed to do business in the State of Alaska. All Proposers must submit a completed Business Questionnaire, Attachment E.
- b) Pre-Proposal Conference: The DOF does not intend to conduct a pre-proposal conference on issues relating to this RFP.
- c) Questions and Comments: Questions or comments concerning this RFP must be made in writing, no later than 2:00 PM on Tuesday, August 29, 2017 so that there is adequate time to make and distribute necessary responses on amendments, if any. All correspondence and inquiries must be directed in writing to:

Paul Slenkamp

1900 First Ave. Suite 313
Ketchikan, AK 99901
907-225-6618
Paul.slenkamp@alaska.gov

- d) Amendments: Proposers are required to keep themselves informed of any amendments to the RFP. Amendments to the RFP will be in writing signed by the DOF representative, will be made prior to the Due Date, and will expressly be identified as such. Only persons to whom the RFP has been sent by the DOF will be sent amendments and such supplemental information or clarifications as may be issued by the DOF. By submitting a proposal, each Proposer agrees to all terms and conditions in the RFP as amended by all amendments issued by the DOF prior to the date and time the proposal is received by the DOF.
- e) Submitting Proposals: Each Proposer must submit two (2) complete copies of its proposal, in a sealed envelope labeled as follows: Kosciusko Vegetation Management GNA Timber Sale Contract (Proposer's Name and Address) by **2:00 PM on September 12, 2017**.

To be complete, each proposal must include the following:

- i) A bid deposit in the form of a **certified Cashier's Check** or **money order** made out to the DOF, and sale administrator for **\$25,000.00**. The successful Proposer's check or money order will be used towards timber sales advanced stumpage deposit. The unsuccessful Proposers will have their check or money order returned.
 - ii) A detailed operating plan, complete with maps, as discussed in Contents of Proposal, a short plan of mitigating local concerns should be included.
 - iii) Proposer must complete and sign Attachment D, entitled FINANCIAL OFFER and provide a detailed price proposal as discussed in CONTENTS OF PROPOSAL.
 - iv) The Proposer must complete and sign Attachment E, entitled BUSINESS QUESTIONNAIRE.
 - v) Statement identifying each section or provision of the Draft Contract Proposer wishes to negotiate and summarizing Proposer's proposal on the matter.
- f) Contents of Proposal: Detailed proposal to include:
- i) Detailed plan of highest economic return;
 - ii) Price per thousand board feet net Scribner for #3 Sawmill and better for each species: spruce, red cedar, yellow cedar and hemlock, logged by cable or shovel;
 - iii) Price for Utility logs and pine will be \$1.00 per thousand board feet net utility scale.

- iv) List of facilities that proposer plans for access, sortyard, log transfer and storage logs.

Please Note: Proposals which do not comply with the minimum content requirements may be considered unresponsive.

- g) Deadlines for Submittals:

**All Proposals must be received no later than the Due Date:
2:00 p.m. September 12, 2017 at:**

The Alaska Division of Forestry
2417 Tongass Ave. Suite 213
Ketchikan, AK 99901

An authorized representative of the Proposer must sign all proposals. Only original proposals will be accepted. It is the responsibility of each Proposer to ensure that its proposal is received at the address noted above prior to the Due Date. Proposals received after the Due Date will not be considered.

- h) Proposals Opening: Proposals will be opened at 10:00 a.m. on September 13, 2017, at the DOF Ketchikan Office, the proposal opening is open to the public. Proposers are not required to be present at the proposal opening.
- i) Duration of Proposals: All proposals must remain in effect and irrevocable for 90 days following the Due Date (**September 12, 2017**) of the proposals. Proposers may withdraw proposals prior to the proposal opening by delivering a written request for revocation to the DOF Representative at the address provided in Section VI (c) above prior to the Due Date.

VII) PROPOSAL EVALUATION AND AWARD

- a) Proposals will be evaluated on the following criteria:
 - i) The DOF's judgment as to the ability of the Proposer to satisfy financial commitments and manage the project to completion as proposed;
 - ii) The Proposer's demonstrated experience with similar logging and marketing projects in Alaska, including Proposer's history of violations and stop-work orders related to USFS projects and the Alaska Forest Resources and Practices Act;
 - iii) Past litigation history related to timber sale purchases;
 - iv) Revenue to the DOF and USFS, with a schedule of projected revenue;
 - v) The completeness of the proposal with respect to addressing issues of local, state or federal regulations, coordination with adjacent

landowners, the ability to perform the financial obligations of the proposed contract;

vi) Any other information that the DOF deems appropriate for consideration.

b) Proposals which do not include the required information as listed above may be rejected.

VIII) AWARD PROCEDURE

The DOF intends to evaluate all proposals and select an apparent successful Proposer, or reject any and all proposals, at its sole discretion, by September 27, 2017. Evaluation and award will be made at the sole discretion of the DOF with consultation from the USFS. The DOF may use DOF employees, attorneys, outside consultants and other appropriate parties to evaluate any and all proposals submitted, including financial offers and financial statements. The DOF or its advisers may conduct due diligence including, but not limited to, credit and litigation examinations that go beyond the material presented by Proposer and may seek written or oral opinions regarding Proposer's ability to financially and operationally perform as stated in the proposal.

This RFP does not commit the DOF to accept any proposals, award a contract or enter into a Contract. The DOF reserves the right, in its sole discretion, to accept or reject any and all proposals and/or financial offers for any reason or no reason, to extend the deadline for this RFP, to cancel this RFP, solicit new proposals, to negotiate separately with any person whether or not they submitted a proposal, to award the contract without further discussions, to waive any informality or technicality in this RFP and in the proposals received, and to award the contract to any Proposer which the DOF believes to be in the best interest of the Alaska Division of Forestry, whether or not the proposal is purported to be the highest value proposal. If there are no responsive proposals from responsible Proposers received by the Due Date, the DOF, in its sole discretion, reserves the right to extend the offering, to re-advertise under the same or different terms, to offer this timber for sale through negotiation with any entity the DOF chooses, and/or to not sell the timber.

The DOF's decision to award a contract may be appealed in writing within five (5) days in accordance with AS 38.15.120. To appeal the decision the aggrieved Proposer must have submitted a complete and timely proposal to the DOF for the timber sale in contention.

Communication regarding the timber sales will not be considered relevant unless presented in writing.

The DOF intends to negotiate a timber sale agreement with the Proposer that has the highest composite score for this sale, based on the following criteria and their respective weight:

1. The experience and qualifications of the company to construct roads, harvest, and market timber in remote areas of Alaska. The successful Proposer will document successful past timber sales in Alaska. The Proposer that provides a clear and verifiable record will receive a total of fifteen points (15%).
2. The proposed sale price from the Proposer for the timber sale. The Proposal will be evaluated based on a total projected price based on the timber cruise. The total projected price will be the sum of the submitted

price per MBF per species multiplied by the cruised volume for the species plus the utility rate times utility volume or other proposed method of payment. The Proposer may include their own prepared timber cruise review (this cruise may be accepted or rejected). The highest price will receive 60 points. Other submitted proposal sale prices that are less than the highest submitted total projected price, will be prorated based on the highest price submitted will receive sixty-five points (65%).

3. Past litigation history of the Proposer involving timber sale purchases. A history of Alaska Forest Resource and Practice Act compliance, mitigation of violations, and violations must also be submitted. This will list timber sale and road system closures as well as road construction. The Proposer that provides a clear and verifiable record which will receive a total of 10 points (10%).
4. Alaska Bidder preference: 5 points (5%)
 - * holds a current Alaska business license;
 - * 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 bid date;
 - * AND, if the bidder is a: CORPORATION, is incorporated in Alaska or is otherwise qualified to do business under the laws of the state. SOLE PROPRIETORSHIP, the proprietor must be a resident of the state.
 - * LIMITED LIABILITY COMPANY, organized under AS 10.50, all members must be residents of the state.
 - * PARTNERSHIP, under AS 32.05, 32.06, or 32.11, all partners must be residents of the state.
 - * JOINT VENTURE, the joint venture must be composed entirely of ventures that qualify as Alaska bidders.
5. Alaska Veteran Preference: 5 points (5%)
 - * CORPORATION, is wholly owned by individuals, and a majority of the individuals are Alaska veterans.
 - * SOLE PROPRIETORSHIP, is owned by an Alaska veteran.
 - * LIMITED LIABILITY COMPANY, organized under AS 10.50, a majority of the members are Alaska veterans.
 - * PARTNERSHIP, under AS 32.06 OR 32.11, and a majority of the partners are Alaska veterans.

IX) DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- a) This RFP is subject to the following disclaimers and limitations of liability. By submitting a proposal, Proposer hereby acknowledges and agrees that:
 - i) The information provided in the RFP is only general background information. Upon DOF authorization, the Proposer has full and unrestricted access to the sale area, and has the full and unlimited opportunity to closely inspect the property, timber, access, infrastructure, and operating conditions and has evaluated options available for transporting logs, fuel, equipment and material; and that the proposer is knowledgeable of timber and is relying solely upon its own expertise or that of its consultants.
 - ii) Proposer assumes each, every, and all risk with regard to the sale and purchase of timber from the DOF.
 - iii) Proposer accepts full responsibility for determining stand characteristics, timber volume and species composition, harvest unit terrain, harvest system requirements and operational conditions as they pertain to Proposer's markets, needs, equipment and other resources.
 - iv) Proposer may not rely in any manner upon any representation by the DOF or any of its

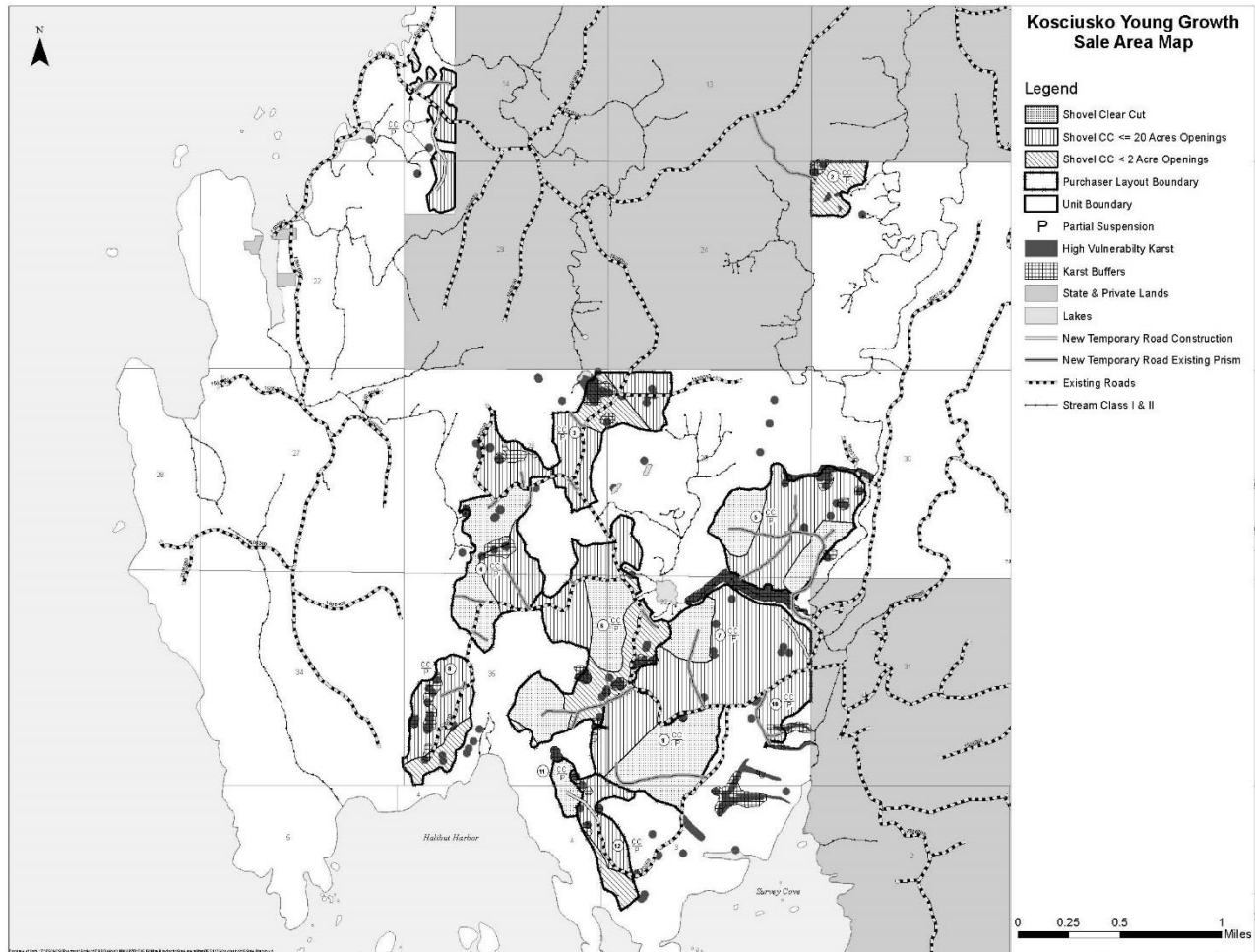
employees or representatives outside the provisions of this RFP or the terms or conditions contained in this RFP and the Draft Contract, for any purpose, including the interpretation of any provision of this RFP or compliance with the requirements of the RFP. No amendment of this RFP may be made orally.

- v) The maps provided with this RFP are approximations and no guarantee or warranty is made as to their accuracy. It is Proposer's responsibility to examine the sale area and take such other steps as may be necessary to ascertain the exact character and location of the sale area, the general and local conditions which can affect this project, and to satisfy itself as to the quantities and quality of timber present.
- vi) The DOF believes that the statements of fact in this RFP are substantially accurate. However, the DOF cannot and does not make any warranties or representations of any kind or character, express or implied, as to availability, quantity, quality, harvestability, merchantability, fitness for a particular use or purpose, matters of title, physical conditions, availability of access, operating projections, valuations, governmental regulations or any other matter concerning the timber offered herein for sale. The composition of the timber offered for sale is not warranted for grade, size, density, defect, taper or any other stand or log component. The DOF makes no warranties and shall have no liability respecting the condition or availability for use of the roads, log transfer facility, permits, or other infrastructure. The DOF will not be liable under any circumstances for any damages relating to the purchase or use of such timber or any infrastructure or for any special, consequential or incidental damages. The DOF will not be liable for and will not pay any costs incurred in the evaluation, submission or preparation of a proposal or expenses incurred due to the rejection for any reason of any or all proposals, cancellation of this RFP, the successful Proposer's failure to execute the Contract or any other reason, including fault of DOF or its representatives.
- vii) This sale may be suspended or cancellation if the Forest Service is required to interrupt or cancel operations due to a court order or to comply with NEPA or other legal sanctions.
- viii) The purchaser and purchaser's subcontractor shall provide certification regarding debarment, suspension, ineligibility, and voluntary exclusion (AD-1048, as required by the Master Agreement, is sufficient).
- ix) The State will not conduct business under this agreement with corporations or their principals that have been convicted of a felony criminal violation under any Federal Law within the preceding 24 months and or have unpaid Federal tax liability. Corporation or their principals subject to this requirement shall provide the appropriate certifications.

ATTACHMENT A

Kosciusko GNA Timber Sale

(Sale Area Map)



Attachment B
Kosciusko GNA Timber Sale
Timber Cruise

ATTACHMENT C
Draft Timber Sale Contract (sample contract)
(Attached Separately)

**ATTACHMENT D
KOSCIUSKO GNA
VEGETATION MANAGEMENT
TIMBER SALE
FINANCIAL PROPOSAL**

Name of
Proposer _____

Address _____

Telephone # () _____ Fax # () _____

Authorized Representative(s): _____

Proposer hereby makes the following offer (in United States currency) for the purchase of the Alaska Division of Forestry's Kosciusko GNA Vegetation Management Timber Sale, , as described in the Request for Proposals, including any amendments issued prior to the Due Date.

Proposal:

Stumpage Price:

Young growth Sitka spruce	\$____.00/mbf net Scribner
Young growth w. hemlock	\$____.00/mbf net Scribner
AK yellow cedar	\$____.00/mbf net Scribner
Red cedar	\$____.00/mbf net Scribner
Utility	\$__1.00/mbf net Scribner

ATTACHMENT E
KOSCIUSKO GNA VEGETATION
MANAGEMENT TIMBER SALE
BUSINESS QUESTIONNAIRE

This form is to be completed by any persons submitting a proposal on the subject timber sale and returned to the Alaska Division of Forestry Land Office as part of their proposal packet. It is to be completed with the full knowledge of the authorized representative of the Proposer. Please explain any omissions and use additional pages where appropriate.

1. Name, address, and contact information for Proposer:

Name_____Title_____

Business Name, if any_____

Address_____City_____State____ Zip_____

Telephone Number () _____ Fax # () _____

E-Mail _____

2. Name, address and contact information for individual completing questionnaire:

Name_____Title_____

Address_____City_____State____ Zip_____

Telephone Number () _____ Fax # () _____

E-mail _____

3. Proposer's organization:

☐ Individual ☐ Business Corporation ☐ Tax Exempt Corporation

☐ General Partnership ☐ Limited Partnership

☐ Other (explain)_____

Place of Formation of Proposer:_____ Date of Formation:_____

Alaska Business License #:_____

Taxpayer ID #: _____

Note: Proposer must have a valid Alaska Business License. Proposer should include any of the following that demonstrates evidence that the Proposer possesses a valid Alaska Business License:

- (a) A current copy of Proposer's Alaska Business License.
- (b) A canceled check that demonstrates Proposer's payment of the Alaska Business License fee.
- (c) A copy of Proposer's Alaska Business License application with a receipt stamp from the State's business license office.

4. How long has Proposer been in business? _____ (years). Was Proposer ever organized under another name? ☐ Yes ☐ No

If yes, please explain:

5. List Proposer's present business activities and locations:

6. List partners, principals, directors, officers, and project managers of Proposer:

Name	Phone	Position	Address
------	-------	----------	---------

7. List Proposer's major equity interest owners and affiliated entities. An equity interest owner shall be considered "major" if more than 5% of the total equity interest or voting power is owned and controlled. An entity shall be considered affiliated with Proposer if it controls, is controlled by or is under common control or management with Proposer. Describe any voting, sale or similar Contracts:

Name	Position	Address	Interest	Phone
------	----------	---------	----------	-------

8. Proposer's Financial Information:

a) The financial condition of Proposer as of _____ (date), is reflected in the attached financial statements certified as prepared or reviewed by a CPA. Include: balance sheets, income statements, statement of retained earnings, and a statement of assets and liabilities, all fully itemized in accordance with generally accepted accounting standards. If the date of the financial statement precedes the date of this submission by more than six months, also attach an interim financial statement not more than 60 days old.

b) Name, address and contact number(s) of individual who prepared Proposer's financial statement:

Prepared by: _____

NOTE: If requested, and to be the extent allowed by law, financial information marked confidential will be kept confidential.

9. List three business and three credit references with whom Proposer has done business in the last three years:

Name	Relationship	Address	Phone
------	--------------	---------	-------

10. Identify Proposer's sources of capital for this project:

11. List and describe Proposer's previous projects that are similar in nature and scope to the proposed timber sale:

12. Has Proposer or any person listed in question 6 and 7 or any entity currently or previously affiliated with Proposer or any person listed in question 6 or 7 ever filed a petition for bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors?

Yes ☐ No ☐ If yes, please explain:

13. Within the past 10 years, has Proposer or any person listed in question 6 and 7 or any entity currently or previously affiliated with Proposer or any person listed in question 6 or 7 ever been in default on any obligation, or been subject to any unsatisfied judgment or lien or litigation to enforce performance of a contract? Has litigation ever been required to satisfy such a judgment or lien? Was a default judgment ever entered in such proceeding?

Yes ☐ No ☐ If yes, please explain:

14. Identify and describe, including dates, any and all governmental notices, including, without limitation, Stop Work Orders, Notices of Violation, Citations or other documents notifying Proposer of non-compliance under Alaska Statutes 16 or 41 or similar applicable wildlife or habitat protection and forest practices statutes in other states or federal jurisdictions within the past 10 years. Includes such notices issued to Proposer, to its current or previously affiliated entities, its employees or to contractors working on behalf of Proposer.

15. List all legal actions or administrative claims, within the past 10 years to which Proposer, any person listed in question 6 or 7 or any entity currently or previously affiliated with Proposer or any person listed in question 6 or 7 has been a party.

16. The following individual(s) have authority to sign any and all documents related to this RFP, subsequent timber sale contract and related documents (attach copy of Proposer's corporate resolution or appropriate notarized documents):

Name	Title
------	-------

I HEREBY CERTIFY that I have received, read, and understand the Alaska Division of Forestry Land Office's Kosciusko Vegetation Management GNA Timber Sale Invitation for Proposal, and any/all amendments thereto and accept the terms and conditions therein. The information submitted herein is true to my own knowledge. I have relied solely on my own professional judgment and not on any representatives of the Alaska Division of Forestry Land Office in the preparation and submission of this Proposal and, I have the signatory authority to sign any documents associated with this Proposal. I hereby acknowledge and agree that the Alaska Division of Forestry Land Office may in its sole discretion use staff, consultants and others it deems necessary to review this Proposal and Business Questionnaire and conduct due diligence to evaluate information contained therein.

Proposer: _____ Date _____

By: _____

Its: _____