

Invitation to Bid

Department of Natural Resources

NUMBER

ITB 10 180000037 - 1

DATE OF ISSUE

February 09, 2018

TITLE OF SOLICITATION:

Rental Equipment for use at TLO Camp at Icy Cape, Alaska

DEADLINE FOR RESPONSES:

March 06, 2018

14:00:00 Alaska Time

BID RECEIVING LOCATION

Support Services ANC Admin
Attn: Procurement
550 West 7th Avenue
Suite 1330
Anchorage, AK 99501-3564

VENDOR:

Name:

Address:

City, State, Zip Code:

Phone #:

Email Address:

Contact Name:

Contact Email:

Vendor #:

PURPOSE OF SOLICITATION:

The Department of Natural Resources, Trust Land Office (TLO), is seeking competitive bids for a qualified contractor to provide rental equipment for use by the TLO at the TLO Camp located on Icy Cape, Alaska. Additional information can be found within the ITB attached to this posting.

Important Notice: If you receive this solicitation from the State's Online Public Notice website or IRIS Vendor Self Service portal, you must register with the DNR Procurement Section to receive subsequent amendments. Registration must be in writing and may be made via email to dnr.ssd.procurement@alaska.gov or fax to 907-269-8909. Failure to register with the DNR Procurement Section may result in rejection of your offer.

ADA: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the DNR Procurement Section via email to dnr.ssd.procurement@alaska.gov, fax to 907-269-8909, telephone at 907-269-8666 or 269-8687, or TDD at 907-269-8411 not later than 10 calendar days prior to the bid closing date to make necessary arrangements.

THIS IS NOT AN ORDER.

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

Signature X _____ Date _____

BID SCHEDULE

Event Date	Event Description
02/21/18	Questions Due
03/06/18	Solicitation Closing Date/Time

LINE ITEMS

Line No.	Description			Quantity	Unit	Unit Cost
1	Rental Equipment for use at TLO Camp at Icy Cape, Alaska					
Start Date		End Date	Delivery Date	F.O.B. Point		Extended Line Total
03/09/18		09/30/18				
Extended Description: Rental of equipment as specified within this ITB. DO NOT ENTER COST ON THIS LINE. ENTER COST ONLY ON THE BID SCHEDULE ATTACHED TO THIS ITB.						

EVALUATION CRITERIA

Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)
12	Minimum Req	0	
18	Cost 100%	100	

PREFERENCES	
Does your business qualify for the Alaska bidder preference? <input type="checkbox"/> Yes <input type="checkbox"/> No	Does your business qualify for the Alaska veteran preference? <input type="checkbox"/> Yes <input type="checkbox"/> No

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

PROCUREMENT OFFICER: James Sonnier

TELEPHONE NUMBER: (907)269-8687

EMAIL: jim.sonnier@alaska.gov

Terms and Conditions		
No.	Name	Section
001	Invitation to Bid	1

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ITB 180000037

I. STANDARD TERMS AND CONDITIONS:

A. INSTRUCTIONS TO BIDDERS:

1. INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

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

3. SUBMITTING BIDS:

a. SEALED BIDS: Envelopes containing bids must be sealed, marked, and addressed to: **Department of Natural Resources, Division of Support Services, 550 W. 7th Avenue, Suite 1330, Anchorage, AK 99501.** Clearly annotate the ITB No. and the DEADLINE FOR RESPONSES DATE on the front of the envelope. **DO NOT** put the ITB number and Deadline for Responses date on the envelope of a **request for bid information**. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

b. ELECTRONIC BID SUBMISSION: Bids may be emailed to dnr.ssd.procurement@alaska.gov, must be received in their entirety no later than the date and time listed on page one of this ITB as the deadline for responses, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907) 269-8687 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

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

4. PRICES: The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

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

The State of Alaska is also exempt from State Motor Fuel Taxes. The appropriate exemption forms will accompany a contract(s) resulting from this ITB. The state is not exempt from the Federal Superfund Tax.

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

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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.

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.

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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

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all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. DEFAULT: In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

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

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

19. SEVERABILITY: If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

20. GOVERNING LAW; FORUM SELECTION: A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

C. SPECIAL CONDITIONS:

1. ORDER DOCUMENTS: Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB.

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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.

2. 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 Department of Natural Resources Procurement Section. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

3. CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

D. PREFERENCES:

1. ALASKA BIDDER PREFERENCE: Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2).

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

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supplies of the general nature solicited to other state agencies, other governments, or the general public - AS 36.30.321(i).

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

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

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

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

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

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

II. ADDITIONAL TERMS AND CONDITIONS:

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

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

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

Contact Information. Contact information for the DNR Procurement Section:

Name: Jim Sonnier

Telephone: 907-269-8909

Fax: 907-269-8909

Email: dnr.ssd.procurement@alaska.gov

Physical and Mailing Address: 550 W. 7th Avenue, Suite 1330, Anchorage, Alaska, 99501.

2. ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P.O. Box 110806, Juneau, Alaska, 99811-0806, for information on these licenses.

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or

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- a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

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

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

- (1) holds a current Alaska business license at the time designated for bid opening;
- (2) submits a proposal for goods or services under the name appearing on the bidder's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Statement

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

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

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members or partners are residents of the state.

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

4. BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the DNR Procurement Section at one of the following numbers no later than 10 days prior to the Deadline for Responses to make any necessary arrangements.

Telephone: (907) 269-8666 or 269-8687
Fax: (907) 269-8909
TDD: (907) 269-8411
Email: dnr.ssd.procurement@alaska.gov

5. COMPLIANCE WITH ADA: By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

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

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

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.

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The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive, or cancel the contract.

8. HUMAN TRAFFICKING: By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>

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

9. CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the rental of specific equipment items for use by the Trust Land Office (TLO) at the TLO field camp located at Icy Cape, Alaska. More information can be found within the Section III of this ITB.

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

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

12. PAYMENT FOR STATE PURCHASES: Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or

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services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

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

14. CONTRACT ADMINISTRATION: The overall administration of this contract is the responsibility of Procurement Specialists assigned to the Department of Natural Resources, Support Services Division, Procurement Section. The TLO Project Manager responsible for day-to-day interaction with the selected contractor will be identified in the contract.

15. 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.

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

17. 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

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the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Procurement Officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

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

Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per occurrence.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 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.

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.

18. 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 may cause the state to consider the offer non-responsive and reject the bid.

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19. 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 Procurement 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 allow the State to inspect the equipment offered so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or allow the State to inspect the equipment offered within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

20. 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.

21. NONDISCLOSURE AND CONFIDENTIALITY: Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise

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made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

22. CONTRACT PERIOD: From date of award, approximately March 15, 2018, through September 30, 2018. There will be no renewal options for this contract. Contract may be extended for a period not to exceed 30 days at the sole discretion of the State.

23. RENTAL PERIOD: The rental period for equipment offered under a contract resulting from this ITB will begin upon acceptance of the equipment by the TLO Project Manager or his designee at the Olson Marine dock in Ketchikan, Alaska. Contractor is to deliver, or have the equipment delivered, to Ketchikan no later than April 25, 2018 for transportation by TLO chartered barge to Icy Cape.

Return of equipment to Ketchikan from Icy Cape is expected to occur between August 5 and August 10, 2018. The TLO Project Manager will notify the contractor of the anticipated arrival of the equipment at Ketchikan when it is known by the TLO. The contractor must be prepared to have the equipment returned to their location within 5

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days after its arrival in Ketchikan. The rental period for equipment will end upon off-loading and parking of the equipment at the Olson Marine dock in Ketchikan. Responsibility for the equipment will be transferred from the TLO to the contractor upon off-loading and parking of the equipment at the Olson Marine dock in Ketchikan.

24. CONTRACT PRICES: Contract prices are to remain firm through the duration the contract and any extension of the contract.

25. 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.

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

27. 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. Cost of travel required to inspect the equipment at the contractor's location will be paid by the state.

28. 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.

29. DELIVERY: Indicate, in the space provided under "Bid Schedule", the time required to make delivery after the receipt of an order. Failure to make an entry in the space provided will be construed as an offer to deliver all items rented to the Olson Marine dock in Ketchikan no later than April 25, 2018. Bids that specify delivery to Ketchikan later than April 25, 2018 will be considered non-responsive and the bids will be rejected.

30. LIQUIDATED DAMAGES: The state will include liquidated damages in this contract to assure its timely completion. The amount of actual damages will be difficult to determine. The rate of liquidated damages will be based upon an estimated 10% of the contract cost for a maximum of 7 calendar days. For example, if 10% of the estimated contract cost is \$5,000 the maximum rate will be capped at \$35,000.00.

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If the contractor fails to meet the deadline for delivering rented equipment by April 25, 2018 to Ketchikan, Alaska, the state will begin to collect liquidated damages on that date and will continue to collect them until the equipment is delivered to Icy Cape or the 7 day maximum amount is reached, whichever occurs first.

If the contractor fails to make the deadline for the scheduled charter barge to Icy Cape from Ketchikan it is the contractor's sole responsibility to make arrangements for delivering the equipment to Icy Cape at the contractor's sole expense. The state will not reimburse the contractor for costs associated with failure to deliver the equipment by April 25, 2018.

It is important to note that Liquidated Damages applies only to delivery of the rented equipment to Ketchikan and not to any other aspect of the contract.

31. F.O.B. POINT: The F.O.B. point for all items rented under this contract is the Olson Marine dock in Ketchikan, Alaska. Ownership of and title to the equipment provided remains with the contractor throughout the duration of the contract.

The estimated cost of shipping and delivery to and from Ketchikan is to be included in the appropriate block on the Bid Schedule and must include all charges, fees, and other costs associated with this service.

The contractor will prepay the shipping and delivery charges to and from Ketchikan. The contractor will charge-back those shipping and delivery charges to the state as a separate item on the state's invoice. The state will only pay the actual costs of shipping and delivery without any additional contractor mark-ups, charges, or fees. Copies of shipping and delivery invoices must be included with the contractor's invoice when requesting payment for these services.

32. REQUIRED MANUALS AND PARTS: The items rented are to be shipped complete with an operator's manual, a maintenance schedule, and parts required for routine operator maintenance for each item. The manual and schedule should clearly identify any operator maintenance that may be required during the April to August rental period. "Routine operator maintenance" as specified within this ITB is defined as maintenance that can be performed by a person with limited mechanic experience such as an oil change, tire pressure checks, or air filter change. Refer to Section III, Specifications, for more information on required manuals and parts.

33. INVOICES: The contractor must submit monthly itemized invoices directly to the ordering agency's address shown on the individual Purchase Order, Contract Award or

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Delivery Order. The ordering agency will only make payment after it receives the service and a true and correct invoice. Questions concerning payment must be addressed to the ordering agency. All payments will be NET 30 days.

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

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

36. REPLACEMENT OF DEFECTIVE EQUIPMENT: Any equipment that fails (except due to operator error) to operate properly four times in any four week period and/or is subject to recurring related problems must be replaced with the same make and model of equipment at no cost to the state. Replacement of defective equipment will be coordinated between the contractor and TLO Project Manager.

37. ESTIMATED QUANTITIES: The quantities referenced in this ITB are the state's estimated requirements and may vary more or less from the quantities actually rented. The state does not guarantee any minimum amount of equipment to be rented or dollar amount to be spent under any contract resulting from this ITB.

38. METHOD OF AWARD: Award will be made as ONE LOT to the lowest responsive and responsible bidder after application of State of Alaska preferences. In order to be considered responsive, bidders must bid on all items shown on the Bid Schedule.

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

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The Procurement Officer will make that decision.

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

41. BUDGET. The Trust Land Office estimates a cost between \$150,000 and \$175,000 to provide required services. Bids received with a Total Contract Cost in excess of \$180,000 may be determined to be non-responsive and may be rejected by the State.

III. SPECIFICATIONS:

A. BACKGROUND INFORMATION: The Icy Cape land block is located in the Gulf of Alaska near Icy Bay about 75 miles northwest of Yakutat, Alaska. Land and resources are owned by the Alaska Mental Health Trust Authority (Trust) and managed by the TLO. The area is remote; is accessible only by boat, airplane, or helicopter; and has a poorly developed and non-maintained road infrastructure created by past timber logging operations.

There is no community in Icy Bay; no grocery stores or gas stations; in short, there are no amenities. Every item required for this project will be transported to the project site by air or barge including drinking water, gasoline, diesel fuel, food, nails, etc. If the necessary items are not flown or barged in they will not be on hand.

The TLO will provide one round-trip transport for the contractor's equipment and parts from Ketchikan, Alaska to Icy Cape, Alaska. Contractor will be responsible for providing transport of equipment and parts to and from Ketchikan.

B. SCOPE OF SERVICES: The selected contractor will provide short term rental with unlimited mileage or hours of the equipment specified within this section for use in support of the TLO's mineral exploration project at Icy Cape, Alaska.

1. CONTRACT AND RENTAL PERIODS: The Contract and Rental periods are specified in Section II, paragraphs 22 and 23 of this ITB.

2. LIABILITY:

a. Liability for the equipment remains with the contractor while in transit from the

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contractor's location to and from Ketchikan. Any damage caused or claims for damage during transit between the contractor's location and the Olson Marine dock in Ketchikan will be between the contractor and shipping company.

b. Liability for use of the equipment will be transferred to the state upon acceptance of the equipment at the Olson Marine dock by the TLO Project Manager or his designee in Ketchikan and will be transferred back to the contractor upon off-loading and parking of the equipment at the Olson Marine dock in Ketchikan. For equipment furnished under the Contract, the Trust Land Office 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 Trust Land Office employee(s) while acting within the scope of their employment. In addition to the Driver Responsibilities listed in this ITB, this includes one or more of the following:

1) Operation of the equipment by a driver who contributed to the accident and/or damage while such person was (and has been adjudged by the courts to have been) under the influence of alcohol (in excess of the legal limits) or any illegal non-prescription drug;

2) Operation or use of the equipment for any intentionally illegal purpose.

Notwithstanding above, drivers shall not smoke in contractor's equipment, and contractor may reasonably charge the State for any smoking damages caused by driver or driver's passengers in the equipment while in the driver's possession. In this instance the Contractor can directly bill the State a reasonable cost for the cleaning without the need to file a claim. Claims for cleaning smoking damages are limited to \$50.00.

The Contractor shall not charge the State or driver any collision or loss damage waiver fee for a piece of equipment operated in compliance with the terms of this contract.

The Contractor may file claims for any physical damage, loss, vandalism, fire or theft of the rental equipment except for normal wear and tear as defined within the contract. Claims will be settled as specified in this ITB.

Under no circumstances will the Contractor charge, or the State be obligated to pay, any special, incidental, or consequential damages as part of a claim filed by the Contractor. This includes but is not limited to loss of use fees, downtime, loss of revenue, diminished value, administrative expenses, costs to obtain required quotes, and any other fees, charges, or costs associated with the claim or filing the claim.

c. The Contractor assumes responsibility for all damage or injury to persons or property

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occasioned through the use, maintenance, and operation of the Contractor's equipment by, or the action of, the Contractor or the Contractor's employees and agents.

The Contractor, at the Contractor's sole expense, shall maintain adequate public liability and property damage insurance during the term of this contract, insuring the Contractor against all claims for injury or damage.

The Contractor shall maintain Worker's Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

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 piece of equipment rented under the contract resulting from this ITB 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.

3. EQUIPMENT REQUIRED: The selected contractor will be required to provide the following equipment:

- a. Reach Forklift; 8,000 lb; 1 each; Gehl 842 or state approved equivalent;
- b. Excavator with thumb; 1 each; John Deere JD-350 or state approved equivalent;
- c. Bulldozer with 6 way blade; 1 each; John Deere JD-850 or state approved equivalent;
- d. Flatbed Pick-Up Truck, 4 x 4, ¾ or 1 ton, with hoist or lift gate; 1 each; No specific make and model desired by the state;
- e. Front-end Loader with bucket and forks; 1 each; John Deere JD-544 or state approved equivalent; and
- f. Articulated rock truck, 6 x 6; 1 each; John Deere 300D or state approved equivalent.
- g. Specify in the space provided on the Bid Schedule the make and model equipment your company will provide if awarded a contract resulting from this ITB.
- h. The State desires that all equipment offered be no older than 5 years and have less than 50,000 miles.

4. MANUALS AND PARTS: As stated in Section II, paragraph 32 of this ITB, contractor

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is to provide an operator's manual, maintenance schedule, and spare parts for each item offered. The manual and schedule should clearly identify any operator maintenance that may be required during the April to August rental period.

"Routine operator maintenance" as specified within this ITB is defined as maintenance that can be performed by a person with limited mechanic experience such as an oil change, tire pressure checks, or air filter change.

At a minimum the contractor is to provide extra filters (air, oil, and any other required for the equipment), spare tire with jack and wheel wrench (if applicable for the type of equipment offered), spare belts, spare hoses, and any other fluids or supplies necessary for routine maintenance and operation of the equipment while at Icy Cape. All equipment is to be equipped with a mounted 2 lb fire extinguisher and a spare set of keys is to be provided to the TLO Project Manager at time of delivery. Seat covers are desired but not required.

Fuel will be provided by the TLO. Bidder is to specify within the appropriate block on the Bid Schedule the type of fuel required for the equipment. The contractor will be responsible for providing engine oil and all other fluids required for operation of their equipment.

The state will perform all routine maintenance on the vehicles while on-site at Icy Cape. Any required maintenance beyond the routine operator maintenance defined by this ITB will be coordinated between the TLO Project Manager and contractor.

5. DELIVERY OF EQUIPMENT: The equipment provided is to be safe, clean, in good mechanical condition, and have at least $\frac{3}{4}$ of a tank of fuel when it is delivered to the Olson Marine dock at Ketchikan. There are no maintenance facilities or certified mechanics at Icy Cape, so the contractor must ensure the equipment has new filters, adequate oil and other fluids, serviceable tires/tracks, serviceable brakes, clean and relatively chip/crack free windows, windshield washer fluid (where applicable) and operational lights and back-up warning devices (if standard for the equipment) before delivery. It is strongly recommended the contractor change oil and filters and inspect all hoses and belts and wiper blades prior to delivery of the equipment to the state.

Tires are to have adequate tread and be of a type suitable for use in the operational environment described in this ITB. Spare tires are to be of the same type as the ones on the vehicle. Tracks on tracked equipment must be in good repair and suitable for use in the operational environment described in this ITB. In the event a tire has to be replaced and a spare is not available, the Trust Land Office may replace the tire with the same size but due to the remoteness of the camp site there will be no consideration to

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brand. The Trust Land Office will then bill the cost of the tire back to the vendor.

There is no color preference for equipment offered in response to this ITB.

The equipment will be inspected by TLO staff prior to acceptance in Ketchikan and any equipment determined to be unserviceable or marginally serviceable will be brought to the contractor's attention for replacement or repair prior to acceptance by the state.

Any maintenance required at Icy Cape beyond the scope of routine operator maintenance as specified within this ITB will be coordinated between the contractor and TLO Project Manager.

The TLO will return the equipment with at least $\frac{3}{4}$ of a tank of fuel and clean on the interior (if the equipment has an enclosed cab). If the fuel tank is not at least $\frac{3}{4}$ ths full, the contractor may invoice the TLO at the actual costs required to fill the tank. The contractor must submit copies of invoices for any fuel required to fill the tank with their final invoice.

6. OPERATIONAL ENVIRONMENT: The equipment will be operated over unimproved roads and unimproved terrain at a remote camp on Icy Cape. Depending on weather conditions may be dusty or wet. Access to some of the drilling sites will require river crossings. Equipment must be able to perform crossings in braided river systems with individual channels as wide as 100 feet. The water depth will vary depending on rainfall but average depth will be 1 to 1 $\frac{1}{2}$ feet. In general the river beds are gravel and easy to travel over.

7. OWNERSHIP: Where required, equipment offered in response to this ITB 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 equipment owned or leased by the Contractor.

A lease or rental arrangement would be considered to be a subcontract arrangement. Under any subcontract arrangement, including leases or rentals, equipment 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. The successful bidder must submit the names of their subcontractors within 5 days of request by the State. The terms and conditions of the contract between DNR and the successful bidder will apply to all equipment rented to the state whether owned by the successful bidder or the successful bidder's subcontractor.

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8. 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, including chips from flying rocks and minor bumps and dents;
- d. Clogged air filters and oil filters from dust; and
- e. Surface chips, and scratches to windshields, window glass, and mirrors.

Broken/missing trim pieces, dents in body or bumper from something other than a documented collision with another vehicle, damaged undercarriage or components, and broken taillight or headlight assemblies would depend on the severity of damage. Liability for cracked windshields would depend on the severity of the damage. Negligence or wrongful acts while the employee is on-duty and acting within the scope of their employment would be covered by the State; other items would be covered as described in this ITB.

Damage to bed from unsecured cargo would be considered negligence on behalf of the State employee and would be covered by the State provided the driver was on-duty and acting within the scope of their employment.

For equipment furnished under the Contract, the Trust Land Office 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 Trust Land Office employee(s) while acting within the scope of their employment.

In order to better monitor possible abuse of vehicles, the State may also conduct cursory inspections on a daily basis.

9. CLAIMS: Claims will be processed through the DNR Procurement Office. No claims will be processed or accepted for damages incurred for wear and tear as specified

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within this ITB. Contractor must fully document with pictures claims for damages to equipment provided under a contract resulting from this ITB.

10. DRIVER RESPONSIBILITIES: Driver agrees the rental equipment will be used only in the performance of assigned state duties and will not be used:

- a. by a driver who is under the influence of alcohol or any prohibited drugs;
- b. for any illegal purpose;
- c. to push or tow another piece of equipment unless the equipment is equipped for towing and is specified in the rental agreement;
- d. to carry passengers or property for hire;
- e. in a test, race or contest;
- f. by an unlicensed driver;
- g. by a person other than an authorized driver or passenger with the minimum driver requirements;
- h. by a driver who allows more passengers to occupy the equipment than there are seatbelts or who does not require all passengers to comply with applicable seatbelt laws;
- i. by a driver who is under 18 years of age;
- j. by a driver or occupant who is smoking;
- k. by a driver who intentionally caused the damage to or loss of the equipment.

Drivers may not use cellular telephones or other electronic devices while operating the equipment.

Drivers or occupants who smoke in rented equipment will be liable for any damages incurred to the equipment, to include the cost of cleaning.

Drivers will be responsible for any violations or illegal acts they commit while operating the equipment.

11. DRIVERS: All drivers of equipment offered for rental under the contract resulting from this ITB shall be State of Alaska Executive Branch employees or employees of companies contracted by the State to provide camp and drilling related services; at least 18 years old; and shall possess a valid driver's or operator's license.

12. PROPERTY IN THE EQUIPMENT: Contractor is not responsible for loss or damage to any driver personal property or State of Alaska property in or on the equipment, on contractor's premises, or received or handled by the contractor. Contractor will immediately notify the TLO Project Manager of any personal or State

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property found in the equipment after it has been returned to the contractor.

IV. BID SCHEDULE:

The Bid Schedule will be attached separately to this ITB. Bidders must submit their bid using this Bid Schedule. Costs offered must include all costs associated with providing the equipment, to include but not limited to overhead, profit, fuel, maintenance, insurance, supervision, etc. Unless specified within this ITB the state will not be billed for or pay any costs, damages, fees, charges, etc. above the rates shown on the attached Bid Schedule.

V. BIDDER'S CHECKLIST

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

1. A completed Page 1 of this ITB with VENDOR information and Signature of Authorized Agent. If you know your "Vendor ID" enter it; if not, leave it blank. Bidders will not be disqualified for not entering a "Vendor ID" on this page.
2. A completed copy of the Bid Schedule.
3. A signed copy of any Mandatory Return amendment(s) issued for this ITB. Entering the amendment number in line 6, Amendments, of the Bid Schedule will satisfy this requirement.
4. A copy of the bidder's DD214 with Social Security or serial number, date of birth, and other Privacy Act information redacted out if claiming the Alaska Veteran's preference.
5. A copy of the certification letter issued by the Division of Vocational Rehabilitation with your bid if claiming the Employment Program or Alaskans with Disabilities preference. Failure to provide a copy of the certification letter with your bid will result in disallowance of the preference.

[FOR STATE USE ONLY. THIS INVITATION TO BID COVERS RQS #180005472]

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APPENDIX A GENERAL CONDITIONS

1. Inspections and Reports:

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

2. Suitable Materials, Etc.:

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

3. Disputes:

If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620□AS 36.30.632

4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. No Assignment or Delegation:

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

6. No Additional Work or Material:

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

7. Independent Contractor:

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

8. Payment of Taxes:

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

9. Compliance:

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

10. Conflicting Provisions:

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

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11. Officials Not to Benefit:

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

12. Contract Prices:

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

13. Contract Funding:

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

14. Force Majeure:

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

15. Contract Extension:

Unless otherwise provided, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. Severability:

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

17. Continuing Obligation of Contractor:

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

18. Governing Law; Forum Selection

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

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APPENDIX B₁ **INDEMNITY AND INSURANCE**

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

- 2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- 2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per claim.
- 2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000. combined single limit per claim.

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ITB 180000037

BID SCHEDULE

Bidders must submit their bid using this Bid Schedule. The Unit Cost per Day offered for each item must include all costs associated with providing the equipment as described herein to include but not limited to overhead, profit, operator's manual, maintenance schedule, maintenance, spare parts/tools, insurance, supervision, etc. Unless specified within this ITB the State will not be billed for or pay any costs, damages, fees, charges, etc. above the rates shown on this Bid Schedule. The Extended Cost is the Unit Cost Per Day multiplied by the No. of Days. The Total Contract Cost is the cost that will be evaluated for award purposes.

The quantities shown in this Bid Schedule are an estimate of the number of days the equipment will be in the possession of the Trust Land Office (TLO). This is based on the Rental Period beginning April 25, 2018 and ending August 5, 2018. These quantities are an estimate only and will be used only for evaluation and award purposes. The actual number of days the equipment is in the TLO's possession as defined within this ITB may vary more or less from these quantities. The State will only pay the Unit Cost Per Day accepted in the successful bid for the actual number of days the equipment is in the State's possession.

The Trust Land Office estimates a cost between \$150,000 and \$175,000 to provide required services. Bids received with a Total Contract Cost in excess of \$180,000 may be determined to be non-responsive and may be rejected by the State.

Bidders must bid on all items shown on this Bid Schedule for their bid to be considered responsive.

1. Bid Costs:

Item	Description	Qty. Req'd	No. of Days	Unit Cost Per Day	Extended Cost
1.	Reach Forklift, 8,000 lb.	1	102	\$	\$
2.	Excavator with thumb	1	102	\$	\$
3.	Bulldozer with 6 way blade	1	102	\$	\$
4.	Flatbed Pick-Up Truck w/hoist or lift gate, 4 x 4, ¾ or 1 ton	1	102	\$	\$
5.	Front End Loader with bucket and forks	1	102	\$	\$
6.	Articulated Rock Truck, 6 x 6	1	102	\$	\$
7.	Round-Trip Cost for Delivery of Equipment to and from the Contractor's location and	1	N/A	\$	\$

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	Ketchikan, Alaska				
8.	TOTAL CONTRACT COST (Sum Items 1-7)				\$

2. Equipment Offered: (if more space is needed bidder may attach a separate document to this bid with information pertaining to the equipment offered.)

Item	Desired Equipment	Equipment Offered by the Bidder			
		Make and Model	Miles/Hours	Age	Fuel Type
1.	Reach Forklift, 8,000 lb, Gehl 842 or State-approved equivalent				
2.	Excavator with thumb, John Deere JD-350 or State-approved equivalent				
3.	Bulldozer with 6 way blade, John Deere JD-850 or State-approved equivalent				
4.	Flatbed Pick-Up Truck, 4 x 4, $\frac{3}{4}$ or 1 ton, with hoist or lift gate; No specific make and model desired by the state				
5.	Front-End Loader with bucket and forks; John Deere JD-544 or State-approved equivalent				
6.	Articulated Rock Truck, 6 x 6; John Deere 300D or State-approved equivalent				

3. Guaranteed Delivery: Equipment will be delivered from _____ (contractor's location) to Ketchikan within _____ calendar days after receipt of a contract or no later than _____.

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Bids specifying delivery later than April 25, 2018 will be considered non-responsive and will be rejected by the State.

4. Bidder Information:

a.	Company Name:
b.	Signature of Authorized Agent:
c.	Printed Name of Authorized Agent:
d.	Date Signed:

5. Preference Certification:

Item	Preference	Certification	
		Yes	No
1.	Does your company qualify for the Alaska Bidder's Preference? If yes you must have a current Alaska Business license at the date and time set as the Deadline for Responses.		
2.	Does your company qualify for the Alaska Veteran's Preference? If yes, include a copy of the bidder's DD 214 with social security number, date of birth, and other Privacy Act information redacted from the document.		
3.	Does your company qualify for the Employment Program Preference? If yes, include a copy of the Department of Labor, Division of Vocational Rehabilitation certification letter with your bid.		
4.	Does your company qualify for the Alaskans with Disabilities Preference? If yes, include a copy of the Department of Labor, Division of Vocational Rehabilitation certification letter with your bid.		
5.	Reminder: Failure to include a copy of the Department of Labor, Division of Vocational Rehabilitation certification letter with your bid if claiming the Employment Program or Alaskans with Disabilities preference will result in disallowance of the preference.		

6. Amendment(s): Bidder acknowledges receipt of the following amendment(s) issued for this ITB (if none, put "None" or "N/A"):_____.

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