

# Request for Quotations

Department of Natural Resources

**NUMBER**

RFQ 10 190000059 - 1

**DATE OF ISSUE**

January 10, 2019

**TITLE OF SOLICITATION:**

Tree Trimming/Pruning 35 miles NW of Haines, AK.

**DEADLINE FOR RESPONSES:**

January 24, 2019

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 State of Alaska, Department of Natural Resources, Division of Forestry has a requirement for a contract to prune trees on State lands approximately 35 miles northwest of Haines. The work will occur on 48-52 year old harvest units. Review the specifications in this RFQ for more information.

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](mailto: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
01/24/19	Quotes Due Date/Time

**LINE ITEMS**

Line No.	Description	Quantity	Unit	Unit Cost
1	Tree trimming/pruning 35 miles NW of Haines, AK			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
02/01/19	11/30/19			

**Extended Description:**

(DO NOT INCLUDE COST ON THIS LINE. COST IS TO BE ENTERED ONLY ON THE QUOTE SCHEDULE)

**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.)
18	Cost 100%	100	

**PREFERENCES**

Does your business qualify for the Alaska bidder preference?

☐

Yes

☐

No

Does your business qualify for the Alaska veteran preference?

☐

Yes

☐

No

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

**PROCUREMENT OFFICER:** TIMOTHY STRATTON

**TELEPHONE NUMBER:** 907-269-0998

**EMAIL:** TIMOTHY.STRATTON@ALASKA.GOV

Terms and Conditions		
No.	Name	Section
005	Request for Quotes	1

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INSTRUCTIONS TO BIDDERS  
TERMS AND CONDITIONS

**1. REQUEST FOR QUOTATION (RFQ) REVIEW:** Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ.

**2. QUOTATION FORMS:** Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.

**3. SUBMISSION:** Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.

**4. QUOTE REJECTION:** The State reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.

**5. EXTENSION OF PRICES:** In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.

**6. ALASKA PROCUREMENT CODE:** The Procurement Code (AS.36.30) and its Regulations (2 AAC Ch. 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC Ch. 12 are available at most public libraries and legislative information offices; and both are available for review at Alaska State Purchasing Offices.

**7. PRICES:** The offeror shall state prices in the units of issue on this RFQ. 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 must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror 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.

**8. PAYMENT FOR STATE PURCHASES:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement which establishes a lower interest rate or precludes the charging of interest.

**9. PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you

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quote. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.

**10. VENDOR TAX ID NUMBER:** If goods or services procured through this RFQ 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.

**11. 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.

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

**13. TITLE:** Title passes to the State for each item at FOB destination.

**14. FILING A PROTEST:** An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.

**15. COMPLIANCE:** In the performance of a contract that results from this RFQ, 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; and pay all applicable federal, state, and borough taxes.

**16. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

**17. SPECIFICATIONS:** Unless otherwise specified in the RFQ, product brand names or model numbers 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.

**18. FIRM OFFER:** For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of ninety (90) days from the date of quote opening.

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**19. QUOTE PREPARATION COSTS:** The State is not liable for any costs incurred by the offeror in quote preparation.

**20. CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low quote of \$50 or less may, at the discretion of the State, be awarded to the next low offeror receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in “FILING A PROTEST” above.

**21. CONTRACT FUNDING:** Offerors 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.

**22. 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.

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

**24. 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.

**25. FORCE MAJEURE** (Impossibility to perform): The parties to a contract resulting from this RFQ 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 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.

**26. LATE QUOTES:** Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.

**27. CONTRACT EXTENSION:** Unless otherwise provided in this RFQ, the State and the successful offeror/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.

**28. 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.

**29. DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this RFQ 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.

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**30. GOVERNING LAW; FORUM SELECTION:** A contract resulting from this RFQ is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 29 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.

**31. 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 quote the offeror 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, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

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

**33. ORDER DOCUMENTS:** Except as specifically allowed under this RFQ, 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 RFQ. 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 RFQ.

**34. BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. 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.

**35. OFFERORS 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 procurement officer named on the cover page of this RFQ as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.

**36. COMPLIANCE WITH ADA:** By signature of their quote 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.

**37. ALASKA BIDDER PREFERENCE:** The award of a contract based on a Request for Quotation (RFQ) will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. An "Alaska bidder" is a person who: (1) holds a current Alaska business license; (2) submits a bid for goods, services, or construction under the name as appearing on the person'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 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)

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**38. ALASKA VETERAN PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public. AS 36.30.321(i)

**39. USE OF LOCAL FOREST PRODUCTS:** In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

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

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

**42. 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).

**43. ALASKANS WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaskan bidder's preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined AS 36.30.321(d), the 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.

**44. PREFERENCE QUALIFICATION LETTER:** Regarding preferences 42 and 43 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' qualification for a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 42 or 43 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the quote is opened, and must attach a copy of their certification letter to their quote. The bidder's failure to provide this certification letter with their quote will cause the State to disallow the preference.

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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 B<sub>1</sub>** **INDEMNITY AND INSURANCE**

### **Article 1. Indemnification**

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

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

### **Article 2. Insurance**

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

- 2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- 2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- 2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per claim.

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**Contract Funding:** Funding is limited and the total amount to complete the item may not be available at time of award. The State of Alaska reserves the right to award the contract for only one item. The State also reserves the right to adjust the amount of acreage to be pruned at any time during this contract based on the availability funds.

**Method of Award:**

An award will be made BY LINE ITEM to the lowest responsive and responsible bidder based on the lowest cost to the State and after application of State of Alaska preferences. To be considered responsible, a bidder must provide and comply with all specifications, terms and conditions of this solicitation. There are two line items shown on the Quote Schedule and bidders may bid on one or both lines as desired. Bidders must enter a cost for the line(s) they are bidding and provide all other required information on the Quote Schedule to be considered responsive. Bidders must also provide a completed Experience Questionnaire with their quote. The experience questionnaire will be considered when determining a responsible quote. Failure to provide a completed Quote Schedule and Experience Questionnaire will cause the State to consider the quote to be incomplete and it will be rejected as being non-responsive.

**Submitting Quotes:**

Completed quotes may be submitted to the DNR Procurement Officer via Fax at 907-269-8909, via email at [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov) or hand delivered to DNR/SSD 550 W. 7th Ave, Suite 1330, Anchorage, AK 99501. Responses must be received in their entirety no later than the date and time listed under Deadline for Responses on Page 1 of this document. Responses received after this date and time will be considered non-responsive and will be rejected.

**SECTION 1: ADDITIONAL TERMS AND CONDITIONS**

**1. DEFINITIONS:**

**ACRE:** The measure of area used in land measurement equal to 43,560 square feet. Acres in this contract are calculated on a horizontal plane.

**DAMAGED TREES:** Trees with limb stobs longer than 1/4", trees having cuts into the sap wood that cover a circumference larger than the largest diameter limb on the tree in question, or the removal of the limb collar (cutting too close to the bole of the tree) during the pruning of the limb.

**DBH:** (Diameter at Breast Height) Diameter of tree trunk measured at a point 4.5 feet above the top of the root collar on the uphill side of the tree.

**DEFICIENT TREE:** A tree which should not have been cut when a lesser quality tree was available to select as a leave tree, or tree not selected according to the technical specification requirements (such as a tree cut that should have been left to meet spacing/stocking requirements), or a leave tree that is excessively damaged by the thinning operations.

**EXCESS TREE:** A tree which does not meet leave tree specifications and should be cut, for example: a poor quality tree left which leaves the area over stocked, a tree not completely severed from the stump, a cut tree leaning against a leave tree, and a tree stump with a live limb 4 inches above an obstruction, or a tree not girdled if required is considered to be an excess tree.

**GIRDLING:** A cut through the bark and cambium tissue below the lowest live branch completely encircling the tree trunk for the purpose of killing the excess tree. Girdling will consist of at least two cuts at least 4 inches apart which will each be at least 1/4-inch-wide, and 1 inch deeper than the inner bark depth.

**ITEM:** A pay unit designated on the bid schedule as a lot and described by a contract specification.

**LEAVE TREE:** Any live, healthy conifer tree that is selected or required to be left standing as provided in the specifications.

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**LIMB COLLAR:** The bulbous or slightly swollen bark feature at the point of attachment of the limb to the tree bole.

**LOT:** The unit area to be treated as described in this contract.

**PRUNING LIFT:** The height of required limb removal measured along the bole of the tree from the ground up a specific distance (as described in the contract).

**NATURAL OBSTACLE:** Obstacle including the normal ground profile, rocks, stumps, and logs or branches over 4 inches in diameter on or near the ground. Excess trees that have been felled as part of this contract shall not be considered natural obstacles.

**SERVICES:** "Services," as used in this contract, include pruning services performed, slash treatment, workmanship, and material furnished or utilized in the performance of services.

**ROOT COLLAR:** The lowest point of the tree bole forming a cylinder at which the root growth protrudes.

**SLASH:** Limbs and/or tree trunks over one inch in diameter and cut as part of this contract.

**SPACING:** The horizontal distance from the trunk of one leave tree to the trunk of the next nearest leave tree. The distance between leave trees necessary to provide the desired number of leave trees per acre.

**STATE:** The State of Alaska, Department of Natural Resources, Division of Forestry.

**STOB:** The portion of severed tree limb left protruding from the limb collar attached to the bole of the tree.

## **2. PREWORK MEETING**

After award of contract and prior to commencement of work, a pre-work meeting will be held at the Division of Forestry's Northern Southeast Field Office, Haines, Alaska, or at some other mutually agreeable location. The Contractor or an authorized representative of the Contractor will be required to attend this meeting. The parties to the contract will discuss the project, the contract terms, conditions, and the operating plan, which will be submitted by the Contractor to the state Project Manager.

## **3. OPERATING PLAN**

The Contractor shall, at the pre-work meeting or within ten calendar days prior to the expected work commencement date, prepare and submit to the State for approval a practicable operating plan. No work can proceed until written authorization is obtained from the State. Authorization will be given after the State receives, reviews and accepts the operating plan.

(a) The plan will detail, as a minimum, the dates on which the Contractor intends to start work, the order in which the Contractor plans to perform the work, the expected rate of progress per day, the planned number of calendar days until completion of 50%, and 100% of the unit acreage. Failure to satisfactorily complete 50% of the contracted acreage by September 1, 2019 will be defined as unsatisfactory progress under this contract. In addition, the plan must show any plans for subcontracting, and the names and brief experience of all workers. If the Contractor fails to submit an operating plan within the time prescribed, the State may withhold authorization of contract commencement until the Contractor submits the required operating plan.

(b) In the event of an allowable work stoppage exceeding 90 days in length, the Contractor will submit an additional operating plan for the remaining portion of the lot yet to be completed. All requirements of the original operating plan must be detailed in the supplementary operating plan as well. The State must approve the supplementary operating plan prior to the Contractor commencing pruning operations after an allowable work stoppage.

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#### **4. CONTRACTOR'S REPRESENTATIVE**

It is required that the Contractor have an authorized representative available on the project during the Contractor's absence and that the representative be able to speak, write, and understand the English language. When authorizing a representative, the Contractor shall furnish a copy of the authorization in writing to the State Project Manager. Such authorization shall clearly indicate the name and limitations (if any) of authority of the representative.

#### **5. NOTIFICATION**

The Contractor shall notify the State at least 48 hours prior to leaving the project area for 5 or more consecutive calendar days and also notify the State 24 hours prior to returning to the project area. If the Contractor fails to give notice as required under this section, the State may consider the contract abandon and will place the Contractor in danger of default and contract termination.

#### **6. ALTERATIONS OF DETAILS**

The State reserves the right to make, at any time during the contract, minor changes or alterations of the lot boundaries as the State may determine to be necessary or desirable. However, the changes or alterations shall not change the character of the work to be done, nor increase the cost thereof unless the cost increase is approved in writing by the Contractor. The Contractor agrees to do the work as changed or altered as if it had been a part of the original contract. Any changes or alterations so made shall not invalidate this contract.

#### **7. ASSIGNMENT OR SUBCONTRACTING**

If using a Subcontractor, (see Sections 23. & 24. of the Terms and Conditions), the Contractor shall furnish sufficient evidence that the subcontractor is experienced and equipped for such work. Moreover, the written request shall be specific in indicating which separable, identifiable, and measurable portion of the project is to be subcontracted. Written consent shall not be construed as approval of a subcontract but rather an approval to subcontract a specific portion of the project to a specific entity.

### **SECTION 2: SCOPE OF WORK**

This contract will require pruning of Sitka Spruce and Western Hemlock trees and related work in compliance with the terms, specifications and provisions of this Request for Quotation (RFQ). The Contractor shall furnish all labor, equipment, supervision, lodging, transportation, operating supplies, and incidentals needed to complete the requirements of the work required and defined herein as Terms and Conditions and Additional Terms and Conditions.

The Division of Forestry estimates the prescription stocking for Items (1) and (2) bid areas to be 97 trees per acre. This prescription stocking estimate represents the number trees requiring pruning treatment, and as an estimate is to be used as a reference only. To determine stocking and subsequent pruning requirements, potential bidders are encouraged to visit the site and make their own estimates of stocking, as well as, logistical requirements and operational constraints for the purpose of bidding.

#### **1. LOCATION AND ACCESS**

Items (1) and (2):

The work areas are located approximately 35 miles northwest of Haines, Alaska, within the Haines State Forest. The pruning lots are located within T27S R55E, Section 17, within the Copper River Meridian.

Located approximately 6.6 miles along the Kelsall 100 road from its intersection with the Mosquito Lake Road, the work areas are east of the road and adjacent to one another.

During the winter months a highway vehicle will typically be able to drive the Mosquito Lake Road to the junction of the Kelsall 100 Road. The Kelsall 100 Road is not plowed and other modes of transportation may be required during winter months to access the work areas.

General directions to the location of the work areas are:

Turn North at 27 mile of the Haines highway onto the Mosquito Lake Road and after traveling approximately two miles on the Mosquito Lake road, reaching the junction with the Kelsall 100 Road, turn left onto the gravel harvest road (at this point you will need alternate transportation

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during the winter months). Drive approximately 6.6 miles along the Kelsall 100 road to a point which marks the intersection of the road way and the two work areas.

Logging spur roads adjacent to the lots may be overgrown with brush in places and/or blocked by fallen trees and may not be open for vehicle traffic; although foot or ATV access may be developed. Potential bidders must determine current access condition prior to bidding as well as develop and maintain the necessary access required to perform this work as contracted.

The Kelsall 100 Road is a main State Forest Access Roads and must remain open to other public and authorized users. The Contractor shall not restrict access or use of these roads by others as part of their operations under this contract.

Lot boundaries are the original harvest boundaries unless otherwise designated or marked on the ground with pink flagging by the State. If the boundary is a road, this boundary will be shown on the contract map but may not be flagged on the ground. All areas within a lot boundary shall be pruned per specifications contained in this contract.

## **2. CONTRACT PERIOD AND PERFORMANCE**

PERFORMANCE PERIOD: From date of award through November 30, 2019.

CONTRACT PERIOD: From date of award through December 15, 2019

All Contract work shall be completed by the contractor within the Performance Period.

The Performance Period may not be extended beyond November 30, 2019. If the contractor fails to satisfactorily complete the contract through default and termination of the contract, the State will only pay for work completed. (Section 2, Item 10(d)).

Pruning work may not continue during the growing season, which is approximately May to September. The State must approve in writing the continuation of work during the growing season. If unauthorized work done by the contractor continues during the designated growing season, the State may consider that action by the contractor as grounds for default and termination of the contract and collect damages according to this agreement.

## **3. SELECTION OF TREES TO PRUNE**

Item/Lot	Estimated Quantity (Acres)	Year Logged	Est. Trees/Acre
1/Lot 28	8	1966-72	97
2/Lot 29	32	1966-72	97

Sitka Spruce trees greater than 9.9 inches DBH and less than 18.0 inches DBH (10.0" to 17.9"), and all Western Hemlock trees greater than 11.4 inches DBH must be pruned according to contract specifications.

## **4. HEIGHT OF PRUNING LIFT**

Trees will be pruned to a minimum height of 17 feet from the ground or top of the root collar, whichever is higher on the bole of the tree to be treated:

-not to exceed 50% of the live crown.

If this is not possible due to tree shape, the tree shall be pruned to a height of not less than 13 feet above the ground or root collar, whichever is higher on the bole of the tree to be treated.

-not to exceed 50% of the total tree height.

If this is not possible, the tree will be considered not suitable to be pruned and therefore may be left untreated. This tree type will not be counted as deficient during inspection of work.

## **5. PRUNING METHOD**

Trees will be pruned with tools designed to achieve the required tree limb removal without damage to the tree.

All limbs within the lift reach, dead or alive, will be cut within .25" of the limb collar without damaging the limb collar or the bole of the tree. Never remove the limb by cutting flush with the bole of the tree when a limb collar is present. Also, no limb stub protruding from the limb collar longer than .25" (inches) will be accepted. Illustrations of this requirement may be provided by the Division of Forestry at the pre-work meeting.

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## 6. SLASH TREATMENT

The Contractor shall immediately remove slash that results from pruning operations in the following areas:

- Slash on roads, which are identified on the contract map, and the associated ditches and uphill cut banks
- Slash located in a stream, or within a distance of five horizontal feet from a stream identified on the contract map.
- Slash on or within a distance of 10 horizontal feet of all culverts and bridges.
- Slash on or within five horizontal feet of survey monuments or property corners.

Removal of this slash means to remove it from these immediate areas and put it where it will not reenter the above stated areas.

## 7. STATE INSPECTION AND ACCEPTANCE

The State will have an authorized agent who will inspect work quality and quantity. If inspections reveal unsatisfactory contract performance as defined in this contract, the State will notify the Contractor in writing of the unsatisfactory work quality and/or quantity. The Contractor, or Contractor's designated representative, is encouraged to observe the inspection and will receive written inspection reports upon request.

- Sufficient plots within each area will be measured by the State so at least 0.5 percent ( $\frac{1}{2}$  of 1 percent) of the pruned acreage is inspected.

Plots will be randomly located and identified with plastic flagging. Inspections will be made using fixed radius plots of 1/50th acre or a radius of 16.65 feet.

The State Project Manager will record the following information for each plot:

- Lot and plot number
- Number of trees in plot
- Number of trees specified for treatment
- Number of unpruned or damaged trees
- Number of acceptable pruned trees

## 8. INSPECTIONS

Authorized agents of the State shall have access to the contract area at all times.

(a) At all times when pruning operations are in progress, the Contractor shall have a representative readily available to the area of operations who shall be authorized to receive, on behalf of the Contractor, any notices and instructions given by authorized State personnel in regard to performance under this contract, and to take such action thereon as is required by the terms of this contract. The State shall perform inspections and tests in a manner that will not unduly delay the work.

(b) If any of the services are in noncompliance with contract requirements, the State, in writing, may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by rework, the State will;

- require the Contractor to take necessary action to ensure that future performance conforms to contract requirements,
- reduce the contract price to reflect the reduced value of the services performed or withhold payment for the area in noncompliance [see Section 3: Basis of Payment, (c)].

(c) If the Contractor fails to promptly perform the services again as directed in writing, or to take the necessary actions to ensure future performance will be in compliance with contract requirements, the State will;

- by contract or otherwise, satisfactorily complete the services and charge to the Contractor any cost incurred by the State that is directly related to the performance of such service, or;
- terminate the contract.

## 9. WORK QUALITY CALCULATION

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Work quality will be calculated from field data collected as listed in 7. (State Inspection and Acceptance) for each lot. The formula that will be used to calculate pruning work quality is as follows:

T = Total trees specified for treatment.

U = Unacceptable pruning:

-trees greater than DBH left unpruned

-trees pruned incorrectly

$1 - (U/T) \times 100 = \text{Pruning Quality Percent}$

Example: 10 plots established with 18 trees greater than 8.9" with one tree damaged and one tree unpruned.

$1 - (2/18) \times 100 = 88.9\% \text{ Pruning Quality}$

## 10. UNSATISFACTORY WORK

The State agent will notify the Contractor in writing if an inspection reveals unsatisfactory contract performance. Future performance must be raised to acceptable standard or the contract will be considered to be in default and the contract may be terminated.

(a) The State agent will notify the Contractor in writing if an inspection reveals unsatisfactory contract performance. Unsatisfactory Work will be considered either a failure in performance quality, quantity or both. Future performance must be raised to meet or exceed the specifications outlined herein as well as the progress agreed to in the Operating Plan (see 3. Operating Plan) or the Contractor will be considered to be in default and the State may terminate the contract.

(b) When thinning quality is less than 76% and the State determines that thinning quality can be increased by reworking an area, the Contractor must rework the area. No other area within the unit shall be worked on until failed inspection area is satisfactorily completed. Rework shall continue until the thinning quality for the item increases to at least 76%, or until the State determines the thinning quality cannot be increased with additional work. Failure to complete rework to the State's satisfaction will be considered default and the State may terminate the contract.

(c) If, in the judgment of the State, the Contractor falls behind the approved schedule outlined in the Operating Plan, the Contractor shall take those steps necessary to attain satisfactory progress, including those that may be required by the State, without additional cost to the State. In this circumstance, the State may require the Contractor to submit for approval a supplementary operating plan or plans detailing how the approved rate of progress will be gained. If the Contractor is unable to progress satisfactorily according to the supplementary operating plan, the State may consider the Contractor in default and the State may terminate the contract.

(d) Failure of the Contractor to comply with the requirements of the State under this Section shall be grounds for a determination by the State that the Contractor is not making satisfactory progress towards contract completion within the time specified in the contract or the operating plan. Upon making this determination, the State may terminate the contract, or any separable part of the remaining obligation. At the discretion of the State, payment to the Contractor for work completed at the time of contract termination may be no less than 50% and no more than 80% of the contract value of the acreage worked and identified as "satisfactory work completed" at that time.

## 11. COMPLETION OF THE WORK

The Contractor shall begin work in one location within a lot and continue so there is only one enlarging area of completed work. Separate areas within a lot will not be inspected until the entire lot is completed. The Contractor shall proceed in an orderly manner and once a lot is started, unless otherwise approved in advance by the State, must complete that lot before starting on other lots.

All work under this contract shall be performed in a skillful and responsible manner. The State may require, in writing, that the Contractor remove from the work area any employee or individual subcontractor that the State deems incompetent, careless, or otherwise objectionable. Failure by the Contractor to comply with such written requirement may result in termination of this contract.

## SECTION 3: BASIS OF PAYMENT

The State may make partial payments monthly for pruning that meets the minimum acceptable



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standards, or at intervals as determined by the State from estimates of work accomplished which meets the minimum acceptable standards of the contract, and;

(a) Payment will be based upon quantity and quality of work completed at the time of an inspection. The amount of work completed will be based upon horizontal acreage measurements. Progress payments will be 80% of the amount of satisfactory work completed until the final inspection approves the completion of the entire Lot.

(b) Full payment of 100% of the lot price will be made for work inspected which receives 87% or greater work quality as determined in the inspection procedures.

(c) When pruning or thinning quality is between 87% and 76%, the Contractor has the following payment options:

(1) If the quality of work is at least 76%, the Contractor can receive payment directly proportional to that inspection result (e.g. 78% work quality would receive 78% of the lot bid).

(2) If the quality is less than 76%, the Contractor must rework a lot/area so the quality of work is increased to at least 76% to receive partial payment. If the State determines that work quality cannot be increased or has not been reworked to at least 76% pruning quality, then no payment for that area will be made by the State.

(d) If the State finds that satisfactory progress on lot completion has not been made during a period when payment is to be made, the State may retain 50 percent of the amount of the payment until satisfactory progress is achieved.

(e) Funding is limited and the total amount to complete all items may not be available at time of award. The State reserves the right to issue partial or multiple awards.

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## SECTION 5: EXPERIENCE QUESTIONNAIRE FOR TREE PRUNING/THINNING SPECIFICATIONS

1. How many years has your organization been in business as a general contractor under your present business name?
2. How many years of experience in tree Pruning/Thinning has your organization had, as a:
  - a. Subcontractor -
  - b. Contractor -
3. List the Pruning and Thinning projects your organization completed in the last three years.

# of Acres	Date Completed	Name of Land Owner

(Attach additional pages if necessary).

4. How many workers will you provide?
5. How many foremen will you provide?
6. Years of experience as a:
  - Foreman -
  - Crew -
7. Estimated rate of production in acres per day.
8. Have you failed to complete work awarded to you within the last three years?
  - Yes
  - No

If yes, where and why?

Company Name:  
 Owner's Name:  
 Address:  
 Phone:  
 email:

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**RFQ 190000059**  
**Quote Schedule**

Prices offered must include all costs associated with providing required service, to include but not limited to labor, overhead, profit, supplies, materials, supervision, equipment, etc. Prices offered must be valid for the entire contract term.

**1. Tree Pruning:**

<b>Lot Number</b>	<b>Acres</b>	<b>Unit Cost Per Acre</b>	<b>Extended Cost</b>
Lot 28	8 acres	\$	\$
Lot 29	32 acres	\$	\$

**2. Preference Certification:**

<b>No.</b>	<b>Preference</b>	<b>YES</b>	<b>NO</b>
a.	Does your company qualify for the Alaska Bidders Preference?		
b.	Does your company qualify for the Alaska Veterans Preference? If yes, include a sanitized copy of your DD214 with your quote.		
c.	Does your company qualify for the Alaskans with Disabilities Preference? If yes, include a copy of the letter from the Division of Vocational Rehabilitation with your quote. Failure to include a copy of the letter with your quote will result in disallowance of the preference.		
d.	Does your company qualify for the Employment Program Preference? If yes, include a copy of the letter from the Division of Vocational Rehabilitation with your quote. Failure to include a copy of the letter with your quote will result in disallowance of the preference.		

**3. Amendment(s).** I received the following amendment(s) issued for this RFQ (if None, enter None):\_\_\_\_\_.

**4. Authorized Signature.** By my signature below I certify that I am authorized to commit the company to provide the required services at the offered costs.

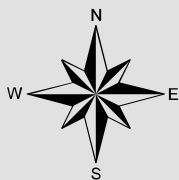
1. Company Name:
2. Company Mailing Address:
3. Company Physical Address:
4. Authorized Person's Telephone Number:
5. Authorized Person's Email Address::
6. Authorized Person's Name:
7. Authorized Person's Signature:
8. Date Signed:

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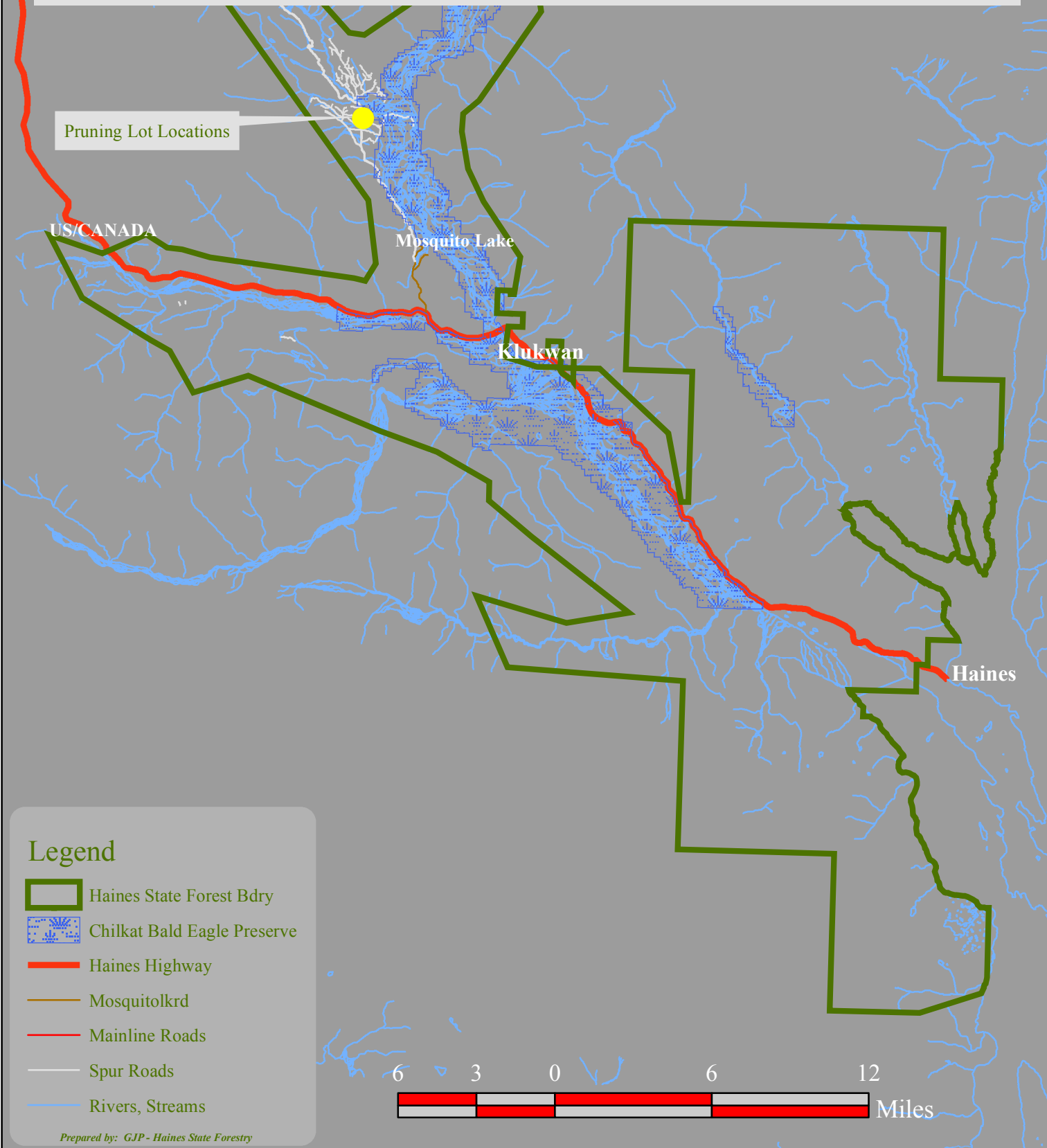
# HAINES STATE FOREST

## Pruning Contract 2019

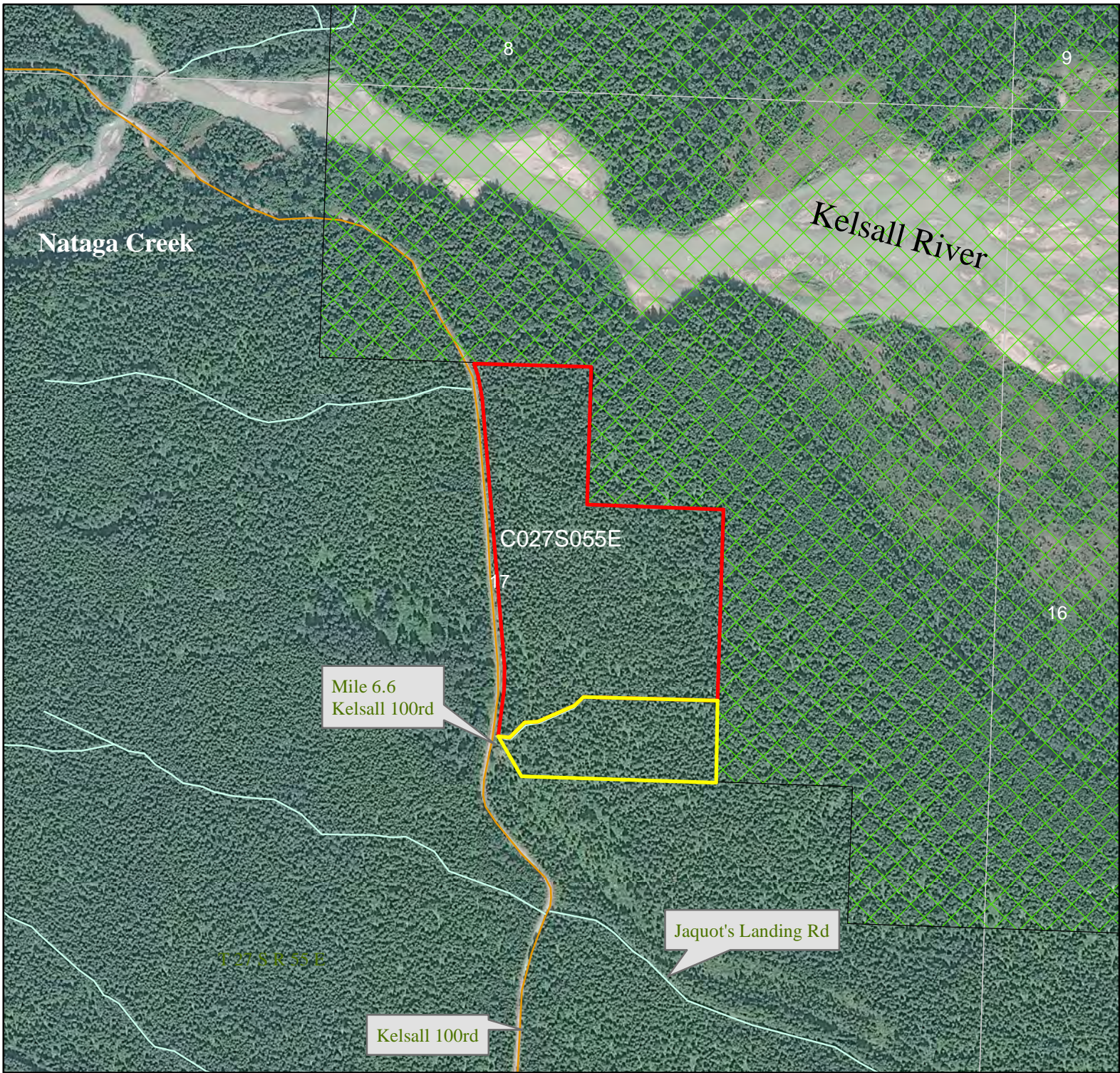
### Vicinity Map



Pruning Lot Locations







Map Projection: State Plane NAD83 2011  
 Map Scale: 1 inch = 660 feet



**Legend**

Chilkat Bald Eagle Preserve

lot28\_19

lot29\_19

Kelsall 100 Road

Spur Roads

Prepared by: GJR,Haines State Forestry 12/19/2018

**HAINES STATE FOREST**  
 Pruning Contract Map 2019  
 --Pruning Lot 28--  
 --Pruning Lot 29--

State of Alaska  
 Division of Forestry  
 Haines Office

*"Develop, conserve, enhance, and manage the state's forests to provide a sustainable yield of forest resources for Alaska..."*

