



STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

**INVITATION TO BID (ITB)
ITB 10 200000031 - 1**

DATE OF ISSUE: February 11, 2020

TITLE:

**Rental Vehicles on an As-Needed Basis in Support of Fire Activities
for the Division of Forestry**

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.

Procurement Officer: Chris Brooks
Phone Number: (907)269-8666
Email: christopher.brooks@alaska.gov

ITB 10 200000031 1

Rental Vehicles on an As-Needed Basis in Support of Fire Activities

for the Division of Forestry

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ITB 10 200000031 1
RENTAL VEHICLES ON AN AS-NEEDED BASIS IN SUPPORT OF FIRE ACTIVITIES
FOR THE DIVISION OF FORESTRY

INSTRUCTIONS TO BIDDERS:

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

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

3. SUBMITTING BIDS: Envelopes containing bids must be sealed, marked, and addressed to: **Department of Natural Resources, Division of Support Services, 550 W. 7th Avenue, Suite 1330, Anchorage, AK 99501.** Clearly annotate the ITB Number 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. Bids shall be received by no later than March 3, 2020 at 2:00pm Alaska Time. Bids received after this date and time shall be disqualified for evaluation for this ITB.

ELECTRONIC BID SUBMISSION: Bids may be emailed to dnr.ssd.procurement@alaska.gov and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Bids must be received in their entirety by the date and time listed in this ITB or in any amendments issued for this ITB. Please note that the maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907) 269-8666 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

FAX BID SUBMISSION: Bids may be faxed to (907) 269-8909. Bids must be received in their entirety by the date and time listed in this ITB or in any amendments issued for this ITB. It is the bidder's responsibility to contact the issuing office at (907) 269-8666 to make arrangements prior to faxing the bid and to confirm that the bid has been

received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

REGISTRATION WITH IRIS: Successful bidder must be entered into the State of Alaska Integrated Resources Information System (IRIS) database prior to award of a contract. Registration may be done by either submitting a Substitute W9 upon written request from the DNR Procurement Office or by enrolling through the IRIS Vendor Self Service (VSS) portal at the following link: <http://doa.alaska.gov/dof/iris/vendor.html>. Failure of a contractor to be enrolled in the IRIS system prior to award of a contract will result in cancellation of the contract and award to the next lowest bidder.

CONTACT INFORMATION: Contact information for the DNR Procurement Section:

Name: Chris Brooks

Telephone: 907-269-8666

Fax: 907-269-8909

Email: dnr.ssd.procurement@alaska.gov

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

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.

The deadline for submission of questions is February 21, 2020 at 2:00pm Alaska Time.

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.

5. VENDOR TAX ID NUMBER: If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

6. FILING A PROTEST: A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

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. 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.

9. 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.

10. 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 non-responsive.

11. 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.

12. 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.

13. LATE BIDS: Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.

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

15. 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.

16. 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.

17. 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.

18. 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.

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. 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. 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.

PREFERENCES:

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

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

3. USE OF LOCAL FOREST PRODUCTS: 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.

9. FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the bid (by the bidder) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form attached to this solicitation must be completed and submitted with your bid.

SUPPLEMENTAL TERMS AND CONDITIONS:

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

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

- 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
- 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.

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

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

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 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.

3. 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 Bid Closing date 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

4. 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.

5. 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.

6. CONTRACT PERFORMANCE LOCATION: By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids. The request must include a detailed description of the portion of work that will be

performed outside the United States, where, by whom, and the reason the waiver is necessary.

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

7. 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

8. CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in multiple renewable contracts to provide rental vehicles for the Department of Natural Resources, Division of Forestry, on an as-needed basis.

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

10. NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are 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.

11. 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 that establishes a lower interest rate or precludes the charging of interest.

12. 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, if offered by the

bidder. A discount of 5% is desired. 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. Bidders should specify in the Bid Schedule the percentage of a discount they are offering for prompt payment of an invoice.

13. 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. Day-to-day contract administration will be the responsibility of state employees assigned to the Division of Forestry.

14. 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.

15. 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.

16. 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.

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 claim.

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.

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.

17. BRAND AND MODEL OFFERED: Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the state to consider the offer non-responsive and reject the bid.

18. 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 will provide a sample product(s) so that the state can make a first-hand examination and determination.

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

19. 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.

20. CONTRACT PERIOD: The length of the initial contract term will be from the date of award through December 31, 2020 with the option to renew for five (5) additional one-year terms under the same terms and conditions, as the original contract. Renewals are to be exercised at the state's sole discretion.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. METHOD OF AWARD: All respondents to this ITB will be awarded a contract provided they meet the specifications, terms, and conditions of this ITB and provided they are determined responsive and responsible bidders.

28. CONTRACT MODIFICATIONS: Any contract modifications or amendments will only be made by Procurement Specialists assigned to the Department of Natural Resources, Support Services Division, Procurement Section.

SCOPE OF SERVICES:

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

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

A lease arrangement would be considered to be a subcontract arrangement. Under any subcontract arrangement, including leases, vehicles would be allowed to be registered in the name of the subcontractor as long as documentation is provided to the state that clearly shows the commitment by the subcontractor to be bound by the terms and conditions of the contract between DNR and the successful bidder(s). The successful bidder must submit the names of their subcontractors within 5 days of request by the state. Over the term of the contract, the names of any additional subcontractors must be submitted to the state in writing prior to the contractor using that subcontractor. The

terms and conditions of the contract between DNR and the successful bidder will apply to all vehicles rented to the state whether owned by the successful bidder or the successful bidder's subcontractor.

3. DRIVERS: All drivers of vehicles offered to the Division of Forestry shall be State of Alaska Executive Branch employees, which includes individuals traveling on official state business for the Division of Forestry, at least 18 years old, and shall possess a valid driver's license.

Except as a last resort, contractor staff contracted under separate contracts issued by the State of Alaska, such as helicopter pilots, mechanics, etc., are prohibited from driving any vehicle under a contract resulting from this ITB. They may, however, ride as a passenger in a vehicle driven by a state employee. The exception to this provision would be if a contractor's staff requires transportation in a remote location and the only transportation available is a vehicle rented under a contract resulting from this ITB for which the state has no driver available to transport the contractor's staff. For example, a helicopter pilot landing at a remote airstrip with no commercial vehicle rental agency may use a state-supplied rental vehicle for transportation to and from the helicopter for lodging, meals, and other mission-related duties.

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

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

- a. Brush scratches on the body of the vehicle;
- b. Punctures, tears or destruction of tires and/or sidewalls due to rocks or sticks common to the working environment;
- c. Wear on the paint on the inner and outer surfaces of the vehicle, top, sides, rails, and tailgate, including chips from flying rocks and minor bumps and dents;
- d. Clogged air filters and oil filters from dust;
- e. Smoke smell from burning wildfire;
- f. Surface chips and scratches to windshields, window glass, and mirrors; and
- g. Chips and cracks to low plastic spoiler below the truck's front bumper.

For equipment furnished under the Contract, the Division of Forestry shall not be liable for loss, damage, or destruction of such equipment, except the loss, damage, or destruction resulting from the negligence, or wrongful act(s) of Division of Forestry employee(s) while acting within the scope of their employment.

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

5. TIRES AND TIRE REPLACEMENT:

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

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

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

Vehicles that fail the inspection or fail to comply with applicable laws such as ownership/registration shall be rejected and the state shall not be liable for payment of the rental, regardless of any time lapse between delivery of the vehicle by the contractor and inspection of the vehicle by the state. Equipment may be re-inspected after repairs or other reasons for the failed inspection are corrected. Division of Forestry will only re-inspect each vehicle one time. See attachment number two for a copy of the Vehicle/Heavy Equipment Safety Inspection Checklist that will be used by Division of Forestry when inspecting vehicles.

Possession of the vehicle begins upon acceptance of the vehicle keys by a designated state employee. The contractor shall provide the state employee a document to sign confirming date and time of possession of the vehicle.

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

8. CONTRACTOR SELECTION PROCESS: Once the contracts are established this selection process will be used. When the Division of Forestry needs vehicles the lowest priced contractor for that location will be contacted first. If for any reason the lowest priced contractor is not able to provide the vehicle, the state will contact the next lowest priced contractor for that location. This process will continue until a contractor who can provide the vehicle is located. The location of the contractor initially contacted will be determined by the location of the call-out. For instance, if there is a requirement for a vehicle in the Anchorage area the state would contact Anchorage contractors. The contractor will be paid the rates quoted for the location of the original call-out. Although price will be primary consideration, due to the emergency nature of fire suppression and all risk activities factors other than price (such as location, ability to meet timeframes, number of units available, etc.) may be considered prior to placing an order. There is no guarantee the listed vendors will be called upon to supply vehicles.

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

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

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

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

10. INVOICES: Invoices must be sent directly to the ordering agency's address shown on the individual Resource Order. Questions concerning payment must be addressed to the ordering agency. A separate invoice will be submitted for each vehicle and will include at a minimum the rental period, vehicle license number, and location of vehicle. The state desires the contractor either attach a copy of the resource order to the invoice or clearly show the resource order and request number or incident name on the invoice.

11. BILLING: The Division of Forestry will pay for rental vehicles based on a daily, weekly, or monthly basis, whichever is most advantageous for the Division. The daily, weekly, and monthly rate shall be for unlimited mileage. For vehicles hired at the daily rate, payment shall be made on a basis of calendar days (0001 hours to 2400 hours; one minute after midnight to midnight). For fractional days at the beginning and ending time under hire, payment will be based on 50% of the Daily Rate for periods less than 8 hours. To clarify, equipment initially hired after 1600 hours (4:00 p.m.) shall receive half the daily rate for the first day of hire, and equipment released back to the point-of-hire before 0800 hours (8:00 a.m.) on the last day of hire shall receive half the daily rate for the final day of hire.

12. DELIVERY/PICK-UP CHARGES: In the event a vendor has to ship vehicles to an off-site location to meet the state's requirements, charges for this service shall be negotiated between incident personnel and the vendor and invoiced separately. These charges shall be incident specific and require a resource order. There will be no delivery or pick-up charges for vehicles picked up by the state at the contractor's location in Fairbanks, Matanuska-Susitna (Mat-Su) area, Anchorage, or Kenai. This clause is only to cover additional fees if the state wants vehicles delivered to an incident base camp or an Area office. Rate charges begin where the vehicle was hired not where delivered. The state will work with the contractor regarding a drop off fee if a vehicle needs to be returned at a different location.

13. DELIVERY OF THE VEHICLE BY THE CONTRACTOR TO A FORESTRY DESIGNATED FACILITY: Vehicles delivered by the contractor to a Forestry designated facility will meet the standards for cleanliness and fuel as specified in this ITB. The state may charge the contractor, or may deduct from the contractor's invoice, the cost of fuel and cleaning if vehicles are delivered that are dirty or have less than a full tank of fuel. Additionally, the contractor will be responsible for off-loading vehicles delivered by a tow vehicle, truck, or trailer at the Forestry designated facility. The state will not accept possession of any vehicles delivered by a tow-vehicle, truck, or trailer that have not been off-loaded by the contractor.

14. CLAIMS: Claims settlement is area specific and remains the incident's area office responsibility. Claims will be settled in accordance with the Alaska Incident Business Management Handbook. No claims will be processed or accepted for damages incurred for wear and tear as specified within this ITB.

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

The contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the contractor's vehicles by, or the action of, the contractor or the contractor's employees and agents.

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 vehicle by, or the action of, the contractor or the contractor's employees and agents in performing under this contract, and the state shall be indemnified and saved harmless against claim for damage or injury in such cases.

16. DRIVER RESPONSIBILITIES: Driver agrees the rental vehicle 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 intoxicating substances;
- b. for any illegal purpose;
- c. to push or tow another vehicle unless the vehicle 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. outside of the United States except where such use is specifically authorized by the contract;
- i. by a driver who allows more passengers to occupy the vehicle than there are seatbelts or who does not require all passengers to comply with applicable seatbelt laws;
- j. by a driver who is under 18 years of age;
- k. by a driver or occupant who is smoking;
- l. by a driver who obtained the vehicle through fraud or misrepresentation; or
- m. by a driver who intentionally caused the damage to or loss of the vehicle.

Drivers may not use cellular telephones or other electronic devices while the vehicle is in operation.

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

17. LIABILITY FOR RENTAL VEHICLE: For equipment furnished under the contract, the Division of Forestry shall not be liable for loss, damage, or destruction of such equipment, except the loss, damage, or destruction resulting from the negligence, or wrongful act(s) of Division of Forestry employee(s) while acting within the scope of their

employment. In addition to the Driver Responsibilities listed in this ITB, this includes one or more of the following:

- a. Operation of the vehicle 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 intoxicating substances;
- b. Operation or use of the vehicle for any intentionally illegal purpose.

Notwithstanding above, drivers shall not smoke in contractor's vehicles, and contractor may reasonably charge the state for any smoking damages caused by driver or driver's passengers in the vehicle 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.

The contractor shall not charge the state or driver any collision or loss damage waiver fee for a vehicle 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 vehicle 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.

18. PROPERTY IN THE VEHICLE: Contractor is not responsible for loss or damage to any driver personal property or State of Alaska property in or on the vehicle, in any service vehicle, on contractor's premises, or received or handled by the contractor. Contractor will immediately notify the state agency renting the vehicle of any personal or state property found in the vehicle after it has been returned to the rental agency.

BID SCHEDULE:

ALL VEHICLES ON THIS BID SCHEDULE MAY USE EITHER GASOLINE OR DIESEL (AS CLEARLY MARKED ON GAS CAP AND/OR INSIDE CAB).

COSTS OFFERED TO INCLUDE ALL COSTS ASSOCIATED WITH PROVIDING A VEHICLE UNDER A CONTRACT RESULTING FROM THIS ITB INCLUDING BUT NOT LIMITED TO OVERHEAD, FUEL, MAINTENANCE, INSURANCE, PROFIT, AIRPORT ACCESS FEES, TAXES, LOSS OF USE FEE, ETC. WITH THE EXCEPTION OF PAYMENT FOR VEHICLES RETURNED THAT DO NOT MEET THE CLEANLINESS AND FUEL PROVISIONS OF THIS ITB, THE STATE WILL NOT BE BILLED FOR OR PAY ANY COSTS, CHARGES, OR FEES ABOVE THE RATES SHOWN ON THIS BID SCHEDULE.

THE STATE SHALL HAVE THE OPTION TO CHOOSE THE RATE (DAILY, WEEKLY, MONTHLY) THAT IS MOST ADVANTAGEOUS TO THE STATE. THE DAILY, WEEKLY, AND MONTHLY RATE SHALL BE FOR UNLIMITED MILEAGE.

1. PASSENGER VEHICLE – COMPACT SEDAN

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE
FAIRBANKS			
MAT-SU / ANCHORAGE			
KENAI			

2. PASSENGER VEHICLE – MID-SIZE SEDAN

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE
FAIRBANKS			
MAT-SU / ANCHORAGE			
KENAI			

3. PASSENGER VEHICLE – FULL-SIZE SEDAN

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE
FAIRBANKS			
MAT-SU / ANCHORAGE			
KENAI			

4. PASSENGER VAN – MINIVAN WITH 7 PASSENGER CAPACITY

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE
FAIRBANKS			
MAT-SU / ANCHORAGE			
KENAI			

5. PASSENGER VAN – 12 PASSENGER

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE
FAIRBANKS			
MAT-SU / ANCHORAGE			
KENAI			

6. PASSENGER VAN – 15 PASSENGER

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE
FAIRBANKS			
MAT-SU / ANCHORAGE			
KENAI			

7. PICK-UP, ½ TON, 4 X 4, REGULAR CAB

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE
FAIRBANKS			
MAT-SU / ANCHORAGE			
KENAI			

8. PICK-UP, ¾ TON, 4 X 4, REGULAR CAB

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE
FAIRBANKS			
MAT-SU / ANCHORAGE			
KENAI			

9. PICK-UP, 1 TON, 4 X 4, REGULAR CAB

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE
FAIRBANKS			
MAT-SU / ANCHORAGE			
KENAI			

10. PICK-UP, ½ TON, 4 X 4, CREW CAB

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE
FAIRBANKS			
MAT-SU / ANCHORAGE			
KENAI			

11. PICK-UP, ¾ TON, 4 X 4, CREW CAB

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE
FAIRBANKS			
MAT-SU / ANCHORAGE			
KENAI			

12. PICK-UP, 1 TON, 4 X 4, CREW CAB

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE
FAIRBANKS			
MAT-SU / ANCHORAGE			
KENAI			

13. PICK-UP, ½ TON, 4 X 4, EXTENDED CAB

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE
FAIRBANKS			
MAT-SU / ANCHORAGE			
KENAI			

14. PICK-UP, ¾ TON, 4 X 4, EXTENDED CAB

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE
FAIRBANKS			
MAT-SU / ANCHORAGE			
KENAI			

15. PICK-UP, 1 TON, 4 X 4, EXTENDED CAB

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE
FAIRBANKS			
MAT-SU / ANCHORAGE			
KENAI			

16. UTILITY, 4 X 4 OR ALL-WHEEL DRIVE, 5 PASSENGER (TAHOE, EXPLORER OR SIMILAR)

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE
FAIRBANKS			
MAT-SU / ANCHORAGE			
KENAI			

17. UTILITY, 4 X 4 OR ALL-WHEEL DRIVE, 7 PASSENGER (SUBURBAN, EXPEDITION, OR SIMILAR)

AREA	DAILY RATE	WEEKLY RATE	MONTHLY RATE
FAIRBANKS			
MAT-SU / ANCHORAGE			
KENAI			

18. PROMPT PAYMENT DISCOUNT. If payment is made within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later, the state will receive a _____ % discount on the full invoice amount.

Amendment(s): The bidder acknowledges receipt of the following amendment(s) issued for this ITB: _____

BIDDER INFORMATION:

Company Name: _____

Physical Address: _____

Mailing Address: _____

Company Website: _____

Contact Telephone Number: _____

Contact Fax Number: _____

Contact Email Address: _____

Contact Name (print): _____

Bidder's Signature: _____

PREFERENCE CERTIFICATION:

ITEM	QUESTION	YES	NO
1.	Does your company qualify for the Alaska Bidder's Preference?		
2.	Does your company qualify for the Alaska Veteran's Preference? If yes, provide a copy of your DD 214 with your service/social security number, date of birth, and other Privacy Act protected information redacted or "inked" out.		
3.	Does your company qualify for the Alaskans with Disabilities preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		
4.	Does your company qualify for the Employment Program Preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		

ATTACHMENTS:

- Attachment One: Federal Debarment Certification Form
- Attachment Two: Vehicle/Heavy Equipment Safety Inspection Checklist
- Attachment Three: Standard Contract Form and General Conditions

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 Bid Schedule.
2. A completed Bidder Information with authorized representative's signature and applicable Preference Certification(s) checked.
3. A signed copy, or acknowledgement in the Bid Schedule for this ITB, of any Mandatory Return amendment(s) issued for this ITB.
4. A completed copy of the Federal Debarment, Suspension, Ineligibility, and Voluntary Exclusion form attached to this ITB.
5. A copy of the bidder's DD214 with Social Security or serial number, date of birth, and other Privacy Act information redacted or "inked," out if claiming the Alaska Veteran's preference.

6. 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.

*****END OF THIS SECTION*****

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE
FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized
Representative:_____.

Signature:_____

Date:_____.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES
NO

2. If Yes, please provide either the DUNS Number _____ or the Cage Code
_____.

3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving Federal funds. Failure to do so will result in cancellation of the contract.

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST

1. INCIDENT NAME / NUMBER		2. ORDER / REQUEST NUMBER	
3. OWNER / VENDOR			
4. AGREEMENT, PO, CONTRACT NO.		5. EXPIRES	
6. MAKE	7. MODEL, TYPE		
8. SERIAL NO. / VIN		9. LICENSE NO.	

10. PRE-USE INSPECTION

REJECTED

MILES / HRS _____ DATE _____ TIME _____

Inspector Name _____ Title _____
Print

ACCEPTED

MILES / HRS _____ DATE _____ TIME _____

Vendor Signature _____ Title _____

Inspector Name _____ Title _____
Print

Section I - Tractor, Motor Grader	Pre-use		Release	
	Yes	No	Yes	No
1. ROPS, roll-over protection system: Manufacturer approved system secured to mainframe of tractor. Must include approved seat belts. *				
2. Lights: mounted and working while operating				
3. Battery: check for corrosion, loose terminal, hold downs				
4. Engine running: check oil pressure, knocks and leaks				
5. Gauges: all must be working; oil, temperature, etc. *				
6. Steering clutches: must have 3-4" free travel *				
7. Brakes: must hold at half travel. *				
8. Muffler and spark arrester: approved type unless turboed *				
9. Fuel system: must be free of drips and leaks *				
10. Cooling system: must be free of leaks *				
11. Fan and fan belts: check for defects				
12. Engine supports, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf *				
13. Hydraulic system: no leaks or drips				
14. Belly plate, rock and radiator guards: securely mounted *				
15. Final drive, transmission and differential: check for dripping				
16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp				
17. Tracks and rollers: grouser height under 1-1/4", loose rollers, broken flanges *				
18. Blade, ripper, winch: operate smoothly and hold at any point				
19. Dozer and assembly: trunnion bolts missing, cracks *				
20. Drawbar: serviceable, safe				
21. Body and cab condition: report dents and damage				

Section IV - Truck, Bus, Van, Pickup	Pre-use		Release	
	Yes	No	Yes	No
1. DOT inspection in the last 12 months: when required *			NA	NA
2. Gauges and lights *				
3. Seat belts *				
4. Glass and mirrors *				
5. Wipers and horn *				
6. Clutch pedal: proper adjustment				
7. Cooling system: check radiator and hoses				
8. Oil level and condition: full and clean				
9. Battery: check for corrosion, loose terminals, hold downs				
10. Fuel system *				
11. Electrical system: generator and starter working				
12. Engine running: check for knocks and leaks				
13. Transmission: check for leaks				
14. Steering *				
15. Brakes *				
16. 4-Wheel drive: check gear boxes, leaks				
17. Drive line U-joints: check for looseness				
18. Springs and shocks *				
19. Differential: check for leaks				
20. Exhaust system *				
21. Frame *				
22. Tire and wheels (List failed position/depth in remarks) *				
23. Body and interior condition: describe and locate damage on back of page 3, Section IV, item 23				
24. Emergency equipment required. _____ Fire Extinguisher _____ Spare Fuses _____ Reflectors *				
25. Operator(s) properly licensed. *				

Section II - Remarks (Describe all unsatisfactory items and identify by line number.)

State _____ License No. _____ Class _____

Endorsements _____ Med.Cert. Expire Date _____

Section III - Power Saw, Pump	Pre-use		Release	
	Yes	No	Yes	No
1. Visible parts broken *				
2. Visible nuts and bolts tight				
3. Oil in gear case and chain oiler				
4. Cutting bar: straight, chain in good condition *				
5. Exhaust system and spark arrester *				
6. Motor: idles evenly, runs smoothly, satisfactory power				

11. RELEASE INSPECTION

NO DAMAGE / NO CLAIM
Not applicable to buses, inspection required.

MILES / HRS _____ DATE _____ TIME _____

Vendor Signature _____ Title _____

Inspector Name _____ Title _____
Print



STANDARD CONTRACT FORM
Goods and Non-Professional Services

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor			hereafter the Contractor
Mailing Address	Street or P.O. Box	City	State ZIP+4

10.

ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Contract:

2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm	Department/Division
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer
Date	Date

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.

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.