

Invitation to Bid

Department of Natural Resources

NUMBER

ITB 10 200000032 - 1

DATE OF ISSUE

February 24, 2020

TITLE OF SOLICITATION:

Long Term Vehicle Rental in the Palmer and Fairbanks Areas

DEADLINE FOR RESPONSES:

March 17, 2020

14:00:00 Alaska Time

BID RECEIVING LOCATION

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

VENDOR:

Name:

Address:

City, State, Zip Code:

Phone #:

Email Address:

Contact Name:

Contact Email:

Vendor #:

PURPOSE OF SOLICITATION:

The Department of Natural Resources, Division of Forestry, is soliciting bids for a qualified contractor to provide long term rental vehicles for the Division of Forestry in the Palmer and Fairbanks areas as specified in this ITB.

This ITB is intended to result in two Master Agreements (MAs), one MA for the rental of 12 crew cab pick-up trucks with unlimited mileage for the Division of Forestry, Palmer area, and one MA for the rental of six crew cab pick-up trucks with unlimited mileage for the Division of Forestry, Fairbanks area.

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
03/05/20	Questions Due
03/17/20	Solicitation Closing Date/Time

LINE ITEMS

Line No.	Description	Quantity	Unit	Unit Cost
1	Long Term Truck Rental Palmer Area			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
04/01/20	03/31/23			

Extended Description:

Long Term Truck Rental Palmer Area

Line No.	Description	Quantity	Unit	Unit Cost
2	Long Term Truck Rental Fairbanks Area			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
04/01/20	03/31/23			
Extended Description: Long Term Truck Rental Fairbanks Area				

EVALUATION CRITERIA

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

PREFERENCES

Does your business qualify for the Alaska bidder preference?

☐ 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: Shawn Olsen

TELEPHONE NUMBER: (907)269-8687

EMAIL: shawn.olsen@alaska.gov

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

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 3 of 36
--	---------------------------------------	--	---------------------

TABLE OF CONTENTS

Section	Description	Page
1.	INTRODUCTION AND INSTRUCTIONS	5
1.01	Purpose of the Invitation to Bid (ITB)	5
1.02	Deadline for Receipt of Bids	5
1.03	Prior Experience	5
1.04	Invitation to Bid Review	5
1.05	Questions Prior to Deadline for Receipt of Bids	5
1.06	Site Inspection	5
1.07	Submitting Bids	6
1.08	Enrollment in IRIS	6
1.09	Bid Forms	6
1.10	Prices	7
1.11	Pre-Bid Conference	7
1.12	Assistance to Bidders with a Disability	7
1.13	Amendments to Bids	8
1.14	Amendments to the ITB	8
1.15	ITB Schedule	8
1.16	Alternate Bids	8
1.17	Supporting Information	8
1.18	Firm, Unqualified and Unconditional Offer	9
2.	CONTRACT INFORMATION	10
2.01	Contract Term	10
2.02	Contract Administration	10
2.03	Contract Funding	10
2.04	Contract Extension	10
2.05	Contract Changes – Unanticipated Amendments	10
2.06	Subcontractors	10
2.07	Joint Ventures	11
2.08	Contract Performance Location	11
2.09	Right to Inspect Place of Business	11
2.10	Specifications	11
2.11	Inspection & Modification – Reimbursement for Unacceptable Deliverables	11
2.12	Continuing Obligation of Contractor	12
2.13	Indemnification	12
2.14	Insurance	12
2.15	Scope of Work	13
3.	CONTRACT INVOICING AND PAYMENTS	20
3.01	Billing Instructions	20
3.02	Payment for State Purchases	20
3.03	Prompt Payment for State Purchases	20
3.04	Third-Party Financing Agreements Not Allowed	20
4.	EVALUATION AND CONTRACTOR SELECTION	21
4.01	Evaluation of Bids	21
4.02	Application of Preferences	21
4.03	Alaska Bidder Preference	21
4.04	Alaska Veteran Preference	22
4.05	Employment Program Preference	22

Solicitation Assemble 200000032		Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 4 of 36
4.06	Alaska with Disabilities Preference			23
4.07	Preference Qualification Letter			23
4.08	Extension of Prices			23
4.09	Method of Award			23
4.10	Notice of Intent to Award			23
5.	GENERAL PROCESS AND LEGAL INFORMATION			24
5.01	Alaska Business License and Other Required Licenses			24
5.02	Authority			24
5.03	Compliance			24
5.04	Suitable Materials, Etc.			25
5.05	Specifications			25
5.06	Contractor Site Inspection			25
5.07	Order Documents			25
5.08	Human Trafficking			25
5.09	Right of Rejection			25
5.10	State Not Responsible for Preparation Costs			26
5.11	Disclosure of Bid Contents			26
5.12	Assignments			26
5.13	Force Majeure (Impossibility to Perform)			27
5.14	Default			27
5.15	Disputes			27
5.16	Severability			27
5.17	Contract Cancellation			27
5.18	Governing Law, Forum Selection			27
5.19	Solicitation Advertising			27
5.20	Qualified Bidders			28
5.21	Federally Imposed Tariffs			28
5.22	Protests			29
6.	ATTACHMENTS			30
6.01	Attachments			30
	Attachment 1 – Federal Debarment, Suspension, Etc. Certification Form			31
	Attachment 2 – Bid Schedule			33

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 5 of 36
---	--------------------------------	---	---------------------

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE AND INTENT OF THE INVITATION TO BID (ITB)

The Department of Natural Resources, Division of Forestry, is soliciting bids for a qualified contractor to provide long term rental vehicles for the Division of Forestry in the Palmer and Fairbanks areas as specified in this ITB.

This ITB is intended to result in two Master Agreements (MAs), one MA for the rental of 12 crew cab pick-up trucks with unlimited mileage for the Division of Forestry, Palmer area, and one MA for the rental of six crew cab pick-up trucks with unlimited mileage for the Division of Forestry, Fairbanks area.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00 PM Alaska Time on March 17, 2020, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE

No specific minimums have been set for this ITB.

SEC. 1.04 INVITATION TO BID REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least 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.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. 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.

Deadline for receipt of questions is March 5, 2020 no later than 2:00 PM Alaska Time.

SEC. 1.06 SITE INSPECTION

Potential bidders are encouraged to familiarize themselves with the work site location so that they can have an understanding with the conditions under which the work described in this ITB will be performed. The bidder's failure to not be familiar with the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 6 of 36
--	---------------------------------------	---	---------------------

SEC. 1.07 SUBMITTING BIDS

Faxed bids, oral bids, or bids submitted through IRIS Vendor Self-Service (VSS), are not acceptable, and will be rejected by the State.

Bidders must submit one hard copy of their bid, in writing, to the procurement officer in a sealed package. The sealed bid package must be addressed as follows:

Department of Natural Resources
Division of Support Services
Attention: Shawn M. Olsen
Invitation to Bid (ITB) Number: 10 200000032-1
ITB Title: Long Term Vehicle Rental in the Palmer and Fairbanks Areas
550 West 7th Avenue, Suite 1330
Anchorage, Alaska 99501

If submitting a bid via email, the bid may be emailed to dnr.ssd.procurement@alaska.gov and must contain the ITB number in the subject line of the email. 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.

Please note that email transmission is not instantaneous. Similar to sending a hard copy bid, if you are emailing your bid, the State recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of bid.

It is the bidder's responsibility to contact the issuing agency at (907) 269-8687 to confirm that the bid has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

SEC 1.08 ENROLLMENT IN IRIS

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

SEC. 1.09 BID FORMS

Bidders shall use the front page of this ITB and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 7 of 36
---	--------------------------------	---	---------------------

BIDDER'S CERTIFICATION

By signature on the bid, the bidder certifies that they comply with the following:

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal and state government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the and federal and state government;
- (e) all terms and conditions set out in this ITB;
- (f) the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- (g) that the offers will remain open and valid for at least 90 days.

If any bidder fails to comply with (a) through (g) of this paragraph, the State reserves the right to disregard the bid, terminate the contract, or consider the contractor in default.

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to consider a bid non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SEC. 1.10 PRICES

The bidder shall state prices in the units of issue on this ITB. 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.

SEC. 1.11 PRE-BID CONFERENCE

Not applicable for this ITB.

SEC. 1.12 ASSISTANCE TO BIDDERS WITH A DISABILITY

Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the procurement officer no later than 10 days prior to the deadline for receipt of bids.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 8 of 36
---	--------------------------------	---	---------------------

SEC. 1.13 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids. No amendments or withdrawals will be accepted after the deadline unless they are in response to the State's request in accordance with 2 AAC 12.290.

SEC. 1.14 AMENDMENTS TO THE ITB

If an amendment is issued, it will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the State of Alaska Online Public Notice website.

SEC. 1.15 ITB SCHEDULE

The ITB schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

Issue Date / ITB Released: February 24, 2020

Questions Due: March 5, 2020 by 2:00 PM

Deadline for Receipt of Bids / Bid Due Date: March 17, 2020 by 2:00 PM

This ITB does not, by itself, obligate the State. The State's obligation will commence when the contract is approved by the Commissioner of the Department of Natural Resources, or the Commissioner's designee. Upon written notice to the Contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

SEC. 1.16 ALTERNATE BIDS

Bidders may only submit one bid for evaluation. In accordance with 2 AAC 12.830 alternate bids (bids that offer something different than what is asked for) will be rejected.

SEC 1.17 SUPPORTING INFORMATION

Bidders shall 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.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 9 of 36
--	---------------------------------------	--	---------------------

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.

SEC. 1.18 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 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.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 10 of 36
---	--------------------------------	---	----------------------

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award, approximately April 1, 2020, through March 31, 2023. Renewal or extensions options may be authorized subject to the requirements of the State of Alaska procurement code.

SEC. 2.02 CONTRACT ADMINISTRATION

Overall contract management for contracts resulting from this ITB are Procurement Specialists assigned to the Department of Natural Resources, Support Services Division, Procurement Section (DNR Procurement). Procurement Specialists assigned to DNR Procurement can be reached by telephone at 907-269-8666 or 907-269-8687; by fax at 907-269-8909; or by email at dnr.ssd.procurement@alaska.gov. Any changes, amendments, disputes, or other contractual matters shall be directed to the DNR Procurement Section.

SEC. 2.03 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.

SEC. 2.04 CONTRACT EXTENSION

Unless otherwise provided in this ITB, the State and the successful bidder/Contractor agree: (1) that any extension 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) the procurement officer will provide written notice to the Contractor of the intent to cancel the month-to-month extension at least 30 days before the date of cancellation. Any such extension shall be executed by the procurement officer via a contract amendment.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the state will provide the Contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The Contractor will not commence additional work until the procurement officer has secured required State approvals necessary for the amendment and issued a written contract amendment.

SEC. 2.06 SUBCONTRACTORS

Subcontractors will not be allowed.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 11 of 36
---	--------------------------------	---	----------------------

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTACT PERFORMANCE LOCATION

The State will not provide workspace for the Contractor. The Contractor must provide its own workspace.

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.

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of a contract. If the State makes such an inspection, the Contractor must provide reasonable assistance.

SEC. 2.10 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.

SEC. 2.11 INSPECTION & MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The Contractor is responsible for proving all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The State may instruct the Contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The Contractor will not unreasonably withhold such changes.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 12 of 36
--	---------------------------------------	---	----------------------

Substantial failure of the Contractor to perform the contract may cause the State to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

SEC. 2.12 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.

SEC. 2.13 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.

SEC. 2.14 INSURANCE

Without limiting the Contractor’s indemnification, it is agreed that the 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 procurement officer prior to contract approval and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor’s services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

Workers' Compensation Insurance:

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

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 13 of 36
---	--------------------------------	---	----------------------

Commercial General Liability Insurance:

Covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per occurrence.

Commercial Automobile Liability Insurance:

Covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per occurrence.

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.

SEC. 2.15 SCOPE OF WORK

(a) SCOPE

The successful contractor will be required to provide long term rental of 12 crew cab pick-up trucks with unlimited mileage for the Division of Forestry, Palmer area, and six crew cab pick-up trucks with unlimited mileage for the Division of Forestry, Fairbanks area. Vehicles are needed by the Division of Forestry to provide support for fire suppression.

(i) Palmer Area

1) Requirement

Twelve vehicles total are needed for the Pioneer Peak Hotshots and Gannett Glacier Initial Attack crews. Each crew will need five each 4 x 4 long bed crew cab pick-up trucks with doors (10 trucks total) and two each 4 x 4 long bed crew cab pick-up truck, utility boxes, and a high-top locking canopy (two trucks total).

2) Truck Specifications

Crew cab pick-up; 4 x 4; ¾ or 1 ton; 6 passenger; diesel or gas; long beds with bed liner; all-terrain/all-season off-road tires with limited wear. Two of the 12 vehicles are to be equipped with utility boxes and high top, locking, canopies. All vehicles shall have automatic transmission. The State desires that all trucks offered are not to be older than three years and have less than 50,000 miles, however, vehicles with over 50,000 miles may be considered if vehicles with less than 50,000 miles are not available. There is no color preference but the State desires that all vehicles be of the same color. All vehicles are to be equipped with seat covers on all seats and a mounted 2 lb fire extinguisher, a 1000-wat hard-wired power inverter, and a spare set of keys is to be provided to the Division of Forestry, Palmer at the time of delivery.

3) Maintenance

The State will perform all routine maintenance on the vehicles. The Contractor shall provide a replacement vehicle of the same type during the contract term should any contracted vehicles be rendered out of service.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 14 of 36
--	---------------------------------------	---	----------------------

4) Period of Performance

- a)** The six vehicles used by the Pioneer Peak Hotshots crew are to be delivered approximately April 13, each year and returned approximately July 31, each year.
- b)** The six vehicles used by the Gannett Glacier Initial Attack crew are to be delivered approximately April 13, each year and returned approximately July 31, each year.
- c)** Depending on the length of the fire season, all vehicle rentals may be extended on a weekly basis through September 30th of each contract year.
- d)** The delivery and return dates for subsequent contract years will be similar to those listed above and will be determined by the State at the time of contract renewal.
- e)** F.O.B. Point. The F.O.B. point will be the final destination. For Palmer this will be 101 Airport Road, Palmer, Alaska, 99645.

(ii) Fairbanks Area

1) Requirement

Six vehicles total are needed for the White Mountain Initial Attack crew. The crew will need five each, 4 x 4 long bed crew cab pick-up trucks, and one each 4 x 4 long bed crew cab pick-up truck, with a utility box, and a high top locking canopy.

2) Truck Specifications

Crew cab pick-up; 4 x 4; ¾ or 1 ton; 6 passenger; diesel or gas; long beds with bed liner; all-terrain/all-season off-road tires with limited wear. One of the six vehicles shall be equipped with a utility box and high top, locking, canopy. All vehicles shall have automatic transmission. The State desires that all trucks offered are not to be older than three years and have less than 50,000 miles, however, vehicles with over 50,000 miles may be considered if vehicles with less than 50,000 miles are not available. There is no color preference but the State desires that all vehicles be of the same color. All vehicles are to be equipped with seat covers on all seats and a mounted 2 lb fire extinguisher, a 1000-watt hard-wired power inverter, and a spare set of keys is to be provided to the Division of Forestry, Fairbanks at the time of delivery.

3) Maintenance

The State will perform all routine maintenance on the vehicles. The Contractor shall provide a replacement vehicle of the same type during the contract term should any contracted vehicles be rendered out of service.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 15 of 36
---	--------------------------------	---	----------------------

4) Period of Performance

- a) The six vehicles used by the White Mountain Initial Attack crew are to be delivered approximately April 13, each year and returned approximately July 31, each year.
- b) Depending on the length of the fire season, all vehicle rentals may be extended on a weekly basis through September 30th of each contract year.
- c) The delivery and return dates for subsequent contract years will be similar to those listed above and will be determined by the State at the time of contract renewal.
- d) F.O.B. Point. The F.O.B. point will be the final destination. For Fairbanks this will be 3700 Airport Way, Fairbanks, Alaska, 99709.

(b) 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 five days of the request by the State. 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.

(c) 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.

(d) 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.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 16 of 36
--	---------------------------------------	---	----------------------

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

- (i) Brush scratches on the body of the vehicle;
- (ii) Punctures, tears or destruction of tires and/or sidewalls due to rocks or sticks common to the working environment;
- (iii) 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;
- (iv) Clogged air filters and oil filters from dust;
- (v) Smoke smell from burning wildfire;
- (vi) Surface chips, and scratches to windshields, window glass, and mirrors; and
- (vii) Chips and cracks to low plastic spoiler below the trucks’ front bumper.

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

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

For equipment furnished under the Contract, the 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.

(e) TIRES AND TIRE REPLACEMENT

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.

(f) VEHICLE INSPECTION

Prior to acceptance of any vehicle for contract 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.), 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 and jack.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 17 of 36
--	---------------------------------------	---	----------------------

Vehicles that fail the inspection or fail to comply with applicable laws such as ownership/registration shall be rejected. 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.

(g) 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 State. If the fuel tank is not filled, the Contractor may invoice the Division of Forestry at the commercial rental car rate for fuel less all state and local taxes. The Contractor must fully document with pictures all vehicles returned unclean and submit documentation with the cleaning invoices.

(h) REQUIRED MANUALS AND HARDWARE

A maintenance and operations manual must be in each vehicle. The cost of the manual is to be included in the bid price of the equipment.

(i) INVOICES

Invoices must be sent directly to the Division of Forestry agency in Palmer or Fairbanks. Agency addresses are as follows:

(i) Palmer: Division of Forestry, 101 Airport Road, Palmer, Alaska, 99645;

(ii) Fairbanks: Division of Forestry, 3700 Airport Way, Fairbanks, Alaska, 99709.

Invoices will be paid on a monthly basis during the rental period. All payments will be NET 30 days upon receipt of service and a true and correct invoice. Questions concerning payment must be addressed to the applicable agency.

(j) 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. Claims of \$5,000 or more are processed through the DNR Procurement Officer and contractors should contact the DNR Procurement Officer for assistance. If claims of less than \$5,000 are not settled within the designated timeframe the Contractor should notify the Area Forester.

No claims will be processed or accepted for damages incurred for wear and tear as specified within this ITB.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 18 of 36
---	--------------------------------	---	----------------------

(k) 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.

(l) DRIVER RESPONSIBILITIES

Driver agrees the rental vehicle will be used only in the performance of assigned state duties and will not be used:

- (i) by a driver who is under the influence of alcohol or any prohibited drugs;
- (ii) for any illegal purpose;
- (iii) to push or tow another vehicle unless the vehicle is equipped for towing and is specified in the rental agreement;
- (iv) to carry passengers or property for hire;
- (v) in a test, race or contest;
- (vi) by an unlicensed driver;
- (vii) by a person other than an authorized driver or passenger with the minimum driver requirements;
- (viii) outside of the United States except where such use is specifically authorized by the contract;
- (ix) 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;
- (x) by a driver who is under 18 years of age;
- (xi) by a driver or occupant who is smoking;
- (xii) by a driver who obtained the vehicle through fraud or misrepresentation; or
- (xii) by a driver who intentionally caused the damage to or loss of the vehicle.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 19 of 36
--	---------------------------------------	---	----------------------

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.

Drivers will be responsible for any traffic citations or other violations or illegal acts they commit while operating the vehicle.

(j) 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:

(i) 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 illegal non-prescription drug;

(ii) Operation or use of the vehicle for any intentionally illegal purpose.

Notwithstanding the above, drivers shall not smoke in Contractor's vehicles, and the Contractor may reasonably charge the State for any smoking damages caused by a 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.

(k) PROPERTY IN THE VEHICLE

The Contractor is not responsible for loss or damage to any driver's 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. The 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.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 20 of 36
---	--------------------------------	---	----------------------

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

All invoices produced by the contractor must contain the following information at a minimum:

- (a) Contract Number and title;
- (b) Identification of billing period;
- (c) An itemized listing of deliverables and charges for the invoiced period;
- (d) Total amount billed;
- (e) Date invoice was submitted for payment; and
- (f) Entity name, contact information, and Alaska vendor number.

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The State will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

SEC. 3.02 PAYMENT FOR STATE PURCHASES

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to the State, 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.

Any single contract payments of \$1 million or higher must be accepted by the Contractor via Electronic Funds Transfer (EFT).

SEC. 3.03 PROMPT PAYMENT FOR STATE PURCHASES

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

SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Because of the additional administrative and accounting time required of the State when third party financing agreements are permitted, they will not be allowed under this contract.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 21 of 36
---	--------------------------------	---	----------------------

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

Bidder shall be required to provide within five working days of the State's request, the information listed below. Failure to provide the information within the stated time frame may be considered sufficient reason for the rejection of the bid, or cancellation of the contract, if not detected until after award of the contract:

SEC. 4.02 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder and Alaska Veteran preferences are the most common preferences involved in the ITB process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

SEC. 4.03 ALASKA BIDDER PREFERENCE

Procurement Officer Note: this section should not be altered or deleted. the exception is if you're using the Alaska bidder preference certification form. then the Alaska bidder preference statement section below can be altered to require the bidder to include the form with their bid in order to receive the preference.

An Alaska Bidder Preference of 5% will be applied to the total bid price. The preference will be given to a bidder who:

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid 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;

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 22 of 36
---	--------------------------------	---	----------------------

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 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.

SEC. 4.04 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the total bid price. The preference will be given to a bidder who qualifies under AS 36.30.990(2) as an Alaska Bidder and is a:

- (a) sole proprietorship owned by an Alaska veteran;
- (b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), 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 government, or the general public.

Alaska Veteran Preference Statement

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

SEC. 4.05 EMPLOYMENT PROGRAM PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is offering goods or services through an employment program as defined under AS 36.30.990(12), an Employment Program Preference of 15% will be applied to the total bid price.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 23 of 36
---	--------------------------------	---	----------------------

In accordance with AS 36.30.321(i), 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 government, or the general public.

SEC. 4.06 ALASKANS WITH DISABILITIES PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price.

In accordance with AS 36.30.321(i), 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 government, or the general public.

SEC. 4.07 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder 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.

SEC. 4.08 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.

SEC. 4.09 METHOD OF AWARD

Award will be made as one lot to the lowest responsive and responsible bidder on the Total Contract Cost. In order to be considered responsive, bidders must bid on all items on the Bid Schedule, Helicopter Data, and Bidder Information.

SEC. 4.10 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.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 24 of 36
---	--------------------------------	---	----------------------

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 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 Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO 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;
- 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.

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 5.02 AUTHORITY

This ITB is written in accordance with AS 36.30 and 2 AAC 12.

SEC. 5.03 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.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 25 of 36
---	--------------------------------	---	----------------------

SEC. 5.04 SUITABLE MATERIALS, ETC.

Unless otherwise specified in this ITB, 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.

SEC. 5.05 SPECIFICATIONS

Unless otherwise specified in this 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.

SEC. 5.06 CONTRACTOR SITE INSPECTION

The State may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the State's expense will make site inspection.

SEC 5.07 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. Unless otherwise specified in 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.

SEC. 5.08 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/j/tip/>

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

SEC. 5.09 RIGHT OF REJECTION

Bidders must comply with all of the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the ITB.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 26 of 36
--	---------------------------------------	---	----------------------

Bidders may not qualify the bid nor restrict the rights of the State. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counter-offer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that to be in its best interest.

A bid from a debarred or suspended bidder shall be rejected.

SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid.

SEC. 5.11 DISCLOSURE OF BID CONTENTS

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the State's option. AS 40.25.110 requires public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

Trade secrets and other proprietary data contained in bids may be held confidential if the bidder requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The bidder's request must be included with the bid, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 5.12 ASSIGNMENTS

Per 2 AAC 12.480, the Contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Bids that are conditioned upon the State's approval of an assignment will be rejected as non-responsive.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 27 of 36
---	--------------------------------	---	----------------------

SEC. 5.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 5.14 DEFAULT

In case of default by the Contractor, for any reason whatsoever, the State may procurement 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.

SEC. 5.15 DISPUTES

If the Contractor has a claim arising in connection with the agreement 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.

SEC. 5.16 SEVERABILITY

If any provision of the contract or agreement is found to be invalid or 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.

SEC. 5.17 CONTRACT CANCELLATION

The State reserves the right to cancel the contract at its convenience upon 30 calendar days written notice to the Contractor. The State is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

SEC. 5.18 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 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 5.19 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 28 of 36
---	--------------------------------	---	----------------------

SEC. 5.20 QUALIFIED BIDDERS

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder must:

- (a) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- (b) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

SEC 5.21 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated Federal Tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

Notification of Changes: The Contractor must promptly notify the Procurement Officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the Procurement Officer.

After-imposed or Increased Taxes and Duties: Any Federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the Contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

- a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
- b) The Contractor warrants, in writing, that no amount of the newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.

After-relieved or Decreased Taxes and Duties: The contract price shall be decreased by the amount of any decrease in Federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.

State's Ability to Make Changes: The State reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.

Price Change Threshold: No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 29 of 36
---	--------------------------------	---	----------------------

SEC. 5.22 PROTESTS

AS 36.30.560 provides that an interested party may protest the content of the ITB.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least 10 days prior to the deadline for receipt of bids.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If a bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within 10 days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a bid in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- The name, address, and telephone number of the protester;
- The signature of the protester or the protester's representative;
- Identification of the contracting agency and the solicitation or contract at issue;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All bidders will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 30 of 36
--	---------------------------------------	--	----------------------

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

1. Federal Debarment, Suspension, Etc. Certification Form;
2. Bid Schedule.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 31 of 36
---	--------------------------------	---	----------------------

ATTACHMENT 1

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 of Representative: _____.

Title of 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.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 32 of 36
---	--------------------------------	---	----------------------

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.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 33 of 36
---	--------------------------------	---	----------------------

ATTACHMENT 2. BID SCHEDULE PALMER AREA

Costs shall be on a monthly rate based on a 30-day month. All vehicle costs will be prorated to a daily rate for any portion of a month.

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.

There are two lots shown on this bid schedule. Bidders may bid on one or both lots as desired, and separate contracts will be awarded for each lot. To be considered responsive bidders must complete all items within the bid schedule for the lot they are offering a bid.

LOT 1, PALMER AREA

ITEM 1 – Ten Crew-cab pick-up trucks as specified within this ITB

Brand and Model Offered: _____

Failure to identify the brand and model offered may cause the bid to be rejected as non-responsive.

Year 1 – Monthly price per truck \$_____ Extended Price (10 x monthly price x three months \$_____ per year.

Year 2 – Monthly price per truck \$_____ Extended Price (10 x monthly price x three months \$_____ per year.

Year 3 – Monthly price per truck \$_____ Extended Price (10 x monthly price x three months \$_____ per year.

ITEM 2 – Two Crew-cab pick-up trucks with utility boxes and high top locking canopies as specified within this ITB

Brand and Model Offered: _____

Failure to identify the brand and model offered may cause the bid to be rejected as non-responsive.

Year 1 – Monthly price per truck \$_____ Extended Price (two x monthly price x three months \$_____ per year.

Year 2 – Monthly price per truck \$_____ Extended Price (two x monthly price x three months \$_____ per year.

Year 3 – Monthly price per truck \$_____ Extended Price (two x monthly price x three months \$_____ per year.

TOTAL BID COST, LOT 1 (add extended price totals for lines 1 and 2): \$_____.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 34 of 36
---	--------------------------------	---	----------------------

1. The first six vehicles for the Pioneer Peak Hotshots crew are required by April 13, each year.
 - a. Can you meet this delivery date? (Circle one) YES NO
 - b. If not, what is your guaranteed delivery date: _____.
2. The second six vehicles for the Gannett Glacier Initial Attack crew are required by April 13, each year.
 - a. Can you meet this delivery date? (Circle one) YES NO
 - b. If not, what is your guaranteed delivery date: _____.
3. Prompt Payment Discount. If invoices are paid within 15 days, the State will receive a _____% prompt payment discount as specified within this ITB.

BIDDER INFORMATION

Company Name: _____

Physical Address: _____

Mailing Address: _____

Company Website: _____

Contact Name: _____

Contact Telephone Number: _____

Contact Fax Number: _____

Contact Email Address: _____

Signature of Authorized Agent: _____

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.		

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

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 35 of 36
---	--------------------------------	---	----------------------

ATTACHMENT 2. BID SCHEDULE FAIRBANKS AREA

Costs shall be on a monthly rate based on a 30-day month. All vehicle costs will be prorated to a daily rate for any portion of a month.

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.

There are two lots shown on this bid schedule. Bidders may bid on one or both lots as desired, and separate contracts will be awarded for each lot. To be considered responsive bidders must complete all items within the bid schedule for the lot they are offering a bid.

LOT 2, FAIRBANKS AREA

ITEM 1 – Five Crew-cab pick-up trucks as specified within this ITB

Brand and Model Offered: _____

Failure to identify the brand and model offered may cause the bid to be rejected as non-responsive.

Year 1 – Monthly price per truck \$_____ Extended Price (five x monthly price x three months \$_____ per year.

Year 2 – Monthly price per truck \$_____ Extended Price (five x monthly price x three months \$_____ per year.

Year 3 – Monthly price per truck \$_____ Extended Price (five x monthly price x three months \$_____ per year.

ITEM 2 – One Crew-cab pick-up truck with utility box and high top locking canopy as specified within this ITB

Brand and Model Offered: _____

Failure to identify the brand and model offered may cause the bid to be rejected as non-responsive.

Year 1 – Monthly price per truck \$_____ Extended Price (one x monthly price x three months \$_____ per year.

Year 2 – Monthly price per truck \$_____ Extended Price (one x monthly price x three months \$_____ per year.

Year 3 – Monthly price per truck \$_____ Extended Price (one x monthly price x three months \$_____ per year.

TOTAL BID COST, LOT 2 (add extended price totals for lines 1 and 2): \$_____.

Solicitation Assemble 200000032	Document Phase Final	Document Description Long Term Vehicle Rental in the Palmer and Fairbanks Areas	Page 36 of 36
---	--------------------------------	---	----------------------

1. These vehicles for the White Mountain Initial Attack crew are required by April 13, each year.
 - a. Can you meet this delivery date? (Circle one) YES NO
 - b. If not, what is your guaranteed delivery date:_____.
2. Prompt Payment Discount. If invoices are paid within 15 days, the State will receive a _____% prompt payment discount as specified within this ITB.

BIDDER INFORMATION

Company Name: _____

Physical Address: _____

Mailing Address: _____

Company Website: _____

Contact Name: _____

Contact Telephone Number: _____

Contact Fax Number: _____

Contact Email Address: _____

Signature of Authorized Agent: _____

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.		

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