

**Alaska Department of Natural Resources
Division of Support Services**

**Invitation to Bid # 10 2000000 31 - 1
Rental Vehicles on an As-Needed Basis in
Support of Fire Activities for the Division of
Forestry
Addendum One**

Date of Issue: February 26, 2020

Addendum One provides information on the Bid Schedule and answers to questions received from vendors. This Addendum One is hereby made part of the ITB and is a total of 84 pages including attachments.

Issued by:

Chris Brooks, Procurement Officer

Phone: (907) 269-8666

Bid Schedule

Bidders are required to complete all columns on the Bid Schedule. This includes the Daily Rate, Weekly Rate, and Monthly Rate for all locations and vehicles identified. Failure to complete the Bid Schedule will result in the State rejecting your bid as being non-responsive.

Questions for ITB

The deadline for submittal of questions for this ITB is Friday, February 28, 2020.

Questions from Vendors

Question 1: Brush scratches on the body of the vehicle

Does this include paint being scraped off of the vehicle? Is this limited to a certain portion of the vehicle or does it mean the entire vehicle could be this way?

Answer: Normal wear and tear – doesn't include gouges/ scratch down to metal. Scratches could be located anywhere on the vehicles –especially if used on dirt roads / unimproved roads.

Question 2: 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

Please define "wear". Does it mean the paint is damaged/removed/scraped off? And to what extent - can the entire vehicle sustain this type of damage and it still be considered "normal wear and tear"? How many dents are allowed under this clause? What size is considered minor? Is accident damage excluded from "normal wear and tear"?

Answer: Wear, dents, especially inside a bed of a truck without a liner -can expect damage as normal wear and tear -due to carrying pallets, 4

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wheelers and other items. Dents, metal bumper that is twisted due to a collision is not normal wear and tear, a claim should have been submitted. A bumper that is dented -shown in pre inspection -would be preexisting. Accident damage is not normal wear and tear.

Question 3: Surface chips and scratches to windshields, window glass, and mirrors

Are cracked windshields and mirrors intended to be included in the meaning of this clause?

Answer: Cracks to the mirror and window are damage – and not normal wear and tear.

Question 4: Chips and cracks to lower plastic spoiler below the truck's front bumper

If vehicles are returned with the plastic torn part way off the front bumper (not chips or cracks, but physically separating from the bumper) is that considered regular wear and tear? Does this clause only apply to trucks or does it apply to other types of vehicles also?

Answer: Applies for 4 x 4 trucks used for fire – on unimproved roads.

Question 5: Tires and Tire Replacement

Will Forestry personnel operate in compliance with the process defined in this paragraph for the upcoming Master Agreement?

Answer: 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. With the newer vehicles Forestry will confer with the Vendor. Many of the newer vehicles have “issues” when only one tire is replaced -the electronic tire pressure gauge may not function etc. If a new tire(s) is needed 1) the vendor has the option of supplying the tire(s) (we will take the vehicle out of service during this time) and either the vendor will deliver the tire(s) to the vehicle location or to an agreed-upon Forestry office for Forestry to transport the tire(s) to the vehicle or 2) If Forestry locates a suitable tire, the vendor will purchase the tire. Forestry can install

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the tire(s). Currently Forestry has no mechanism to bill the cost back to the vendor. 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.

Question 6: Vehicles shall also be equipped with...road safety kit (reflectors, fire extinguisher, and spare fuses).

Can this requirement be removed from this ITB?

Answer: This has been in the ITB (see historical documents); it is a requirement on the inspection form * (required) for EERAs. I am not sure when the State inspectors have stopped noting the missing items and declined hiring. This year Forestry created our own kits –as busy as we were -only placed kits in vehicles assigned to the “fire”. I believe the long term “MAs” for the Crews i.e. Delta Leasing require these items.

NERV, normal rentals one rents at the airport – do not have these kits / are not required.

Question 7: ...a \$50.00 cleaning charge may be billed to the ordering agency

Can the cleaning rate be increased to allow contractors to recover actual cleaning costs?

Answer: State generally (more often) has the vehicles cleaned and detailed –here in Fairbanks local detailer. All vehicles should go through this process. If not it should be rare and the Vendor should not accept the vehicle. Copy of the cleaning/ detail receipt will be in the “packet”. Vendor and the state representative should complete a walk around – before accepting return. If in rare cases the state did not clean the vehicle – the vendor needs to send photos of the dirty car.

Question 8: If the fuel tank is not filled, contractor may invoice the Division of Forestry at the commercial rental car rate for fuel...”

Our refueling service charge, which is part of the “commercial rental car rate for fuel”, was repeatedly denied in past years under the previous Master Agreement that had this same language. If the state is going to pay the “commercial rental car rate for fuel”, please issue payment for the fuel

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charges we previously invoiced according to these guidelines but were denied. If not, please correct this section to accurately describe how vehicles returned with low fuel will be handled.

Answer: State in most cases fuels and cleans the vehicles before returning to the vendor. A copy of the fuel receipt will be in the packet.

No for the \$10 refueling charge

If the vehicle is not “full” then rental fuel rate.

Question 9: An equipment resource order will be placed through the designated dispatch center by phone, email, fax, or in person...”

How can a resource order be placed by phone?

Answer: The vehicle is reserved by phone. An Actual paper copy Resource Order will be delivered at the time of “pick up”. The terminology may be misunderstood. An order for equipment resource will be placed by phone. A paper copy of the Resource Order will be faxed, emailed or in person will be delivered before the vendor should allow the “state” to pick up the vehicle.

Question 10: Rate charges begin where the vehicle was hired not where delivered

Can you add a point of clarity to address this?

The state will work with the contractor regarding a drop off fee if a vehicle needs to be returned at a different location. Please clarify that the state cannot release a vehicle back to a contractor at a location other than the point of hire unless the contractor agrees with the release location and the drop off fee.

Answer: Rate charges begin when the vehicle is hired. The “state taking possession” will be documented by the “state” at the time of pick up from the vendor. Rate charges will be according to the location of the hire.

If a vendor chooses to deliver a vehicle to a different location in order to be paid at that location’s rate, the cost of transporting the vehicles becomes

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the burden of the vendor. If the “state” requests that the vendor deliver vehicle(s) to another location, the “state” will negotiate a delivery fee with the vendor (in advance). Which the vendor will bill on the final invoice for the vehicle rental.

Scenario: The State needs vehicles in Anchorage; vendor does not have vehicles in Anchorage but does have vehicles in Fairbanks. If the vendor decides to transport the vehicles to Anchorage – not at the request of the State - then the time under hire begins when the vehicles are picked up in Anchorage. The State pays for vehicles at the Anchorage rental rate and drop off is Anchorage.

If the State requests the vendor to transport the vehicles to Anchorage the resource order must have documentation showing that the State will cover the cost of transporting the vehicles to Anchorage and what the charges consist of.

The state will need to inspect the vehicles in Fairbanks prior to the transport of the vehicles to Anchorage and time under hire begins in Fairbanks.

The return location will be a mutual decision by State and Vendor. If the vehicles are returned in Anchorage a drop off fee is negotiated and time under hire ends; Unless the state indicates that they will pay for the return of the vehicles to Fairbanks the drop off will be Anchorage.

Question 11: I am wondering if you are able to send me the awarded contract(s) from the most recent ITB for rental vehicles by the Division of Forestry.

Answer: See attached contracts.

Question 12: Is it also possible to send me the number of rentals required and the amount of money spent by the DOF to rent vehicles each year from 2016 to 2019 as well?

Answer: See attached spreadsheet for rental vehicle spend for 2016-2019 and number of claims and the amounts paid out for 2019. Specific number of vehicles rented during the aforementioned time period is not available.

End of Addendum One



MASTER AGREEMENT

Department of Natural Resources

NUMBER

MA 10 160000307 - 1

AWARD DATE

April 08, 2016

VENDOR

BRC96227

CORPORATE SALES AND LEASING INC

4707 SPENARD RD

ANCHORAGE, AK 99517-3237 US

Tel: 907-243-6750

Fax:

EFFECTIVE:

April 15, 2016

EXPIRES:

March 31, 2017

PAYMENT TERMS

% /

Note: The State will pay within 30 days if no payment terms are defined here.

DOCUMENT DESCRIPTION

MA 307; Rental Vehicles for the Division of Forestry

MINIMUM ORDER

MAXIMUM ORDER

NOT TO EXCEED

\$5,000,000.00

AGREEMENT TOTAL

Extended Description:

Contract to provide rental vehicles on an as-needed basis for the Division of Forestry. Contract solicited under ITB 160000064. Terms, conditions, specifications, and pricing outlined in attached documents.

AUTHORIZED DEPARTMENTS

This agreement is authorized for the following departments:

Department	Limit?	Spending Limit
Department of Natural Resources	No	\$0.00

RENEWAL PERIODS

This agreement may be renewed optionally by the State bases on the following schedule:

Period	Effective Dates
1 Years	04/01/17-03/31/18
1 Years	04/01/18-03/31/19
1 Years	04/01/19-03/31/20

Line No.	Description	Quantity	Unit	Unit Cost	Extended Line Total
1	MA 307; Rental Vehicles for the Division of Forestry	0.00		\$0.00	\$5,000,000.00

Discount %	Discount Effective	Discount Expires	F.O.B. Point
0.0000			

BILL TO:

Forestry Fairbanks
Forestry
3700 Airport Way
Fairbanks, AK 99709-4699

SHIP TO:

Extended Description:

Contract for rental vehicles as specified in Appendices C and D to this contract.

CERTIFICATION:

I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.

PROCUREMENT OFFICER:

Name: Marlys Hagen

Contact: (907)269-8666

Email: marlys.hagen@alaska.gov

Initials: Jim ArminDate: 4-15-16**SIGNATURES:**Name: Ingrid Hanger-boneTitle: ManagerSignature: Ingrid Hanger-boneDate: 4/14/2016

Name: _____

Title: _____

Signature: _____

Date: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Terms and Conditions

No.	Name	Section
002	Appendix A IRIS	2
003	Provisions	1

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APPENDIX C

Scope of Services

A. Overview. Contractor to provide rental vehicles for the Department of Natural Resources, Division of Forestry, as specified in the terms, conditions, and specifications of ITB 160000064, Amendments 1 through 3 to this ITB, and accepted bid for this ITB.

B. Contract Period. The initial contract period for this contract begins April 15, 2016 and ends March 31, 2017. There are three, one-year, renewal options for this contract, which will be exercised at the sole discretion of the State and under the same terms, conditions, and specifications as the original contract. Renewal periods will begin April 1st of each new contract year.

C. 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.

D. Scope of Services.

1. Scope. The purpose of this contract is to obtain rental vehicles used in support of fire suppression and all-risk activities for the State of Alaska, Division of Forestry. Contracts 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. The Division of Forestry is not obligated to place, nor is the Contractor obligated to accept, an order under this contract, but 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 this contract. This contract will not preclude the Division of Forestry from using Agency or Agency Cooperator owned resources before using resources under the contract.

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2. Ownership. All vehicles rented to the Division of Forestry must be currently registered with the Alaska Division of Motor Vehicles in the name of the Contractor 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 primary Contractor. The primary Contractor 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 primary Contractor will apply to all vehicles rented to the State whether owned by the Contractor or the 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 this contract. 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 the contract 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

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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; and
- f. Surface chips, and scratches to windshields, window glass, and mirrors.

Multiple small dents and scratches are not considered as cumulative by the Division of Forestry. DOF will make the determination on whether or not damages exceed the threshold of wear and tear, and the Contractor can file a claim if they disagree.

Damage to vehicle bed from unsecured cargo / ATVs will be considered negligence on behalf of the State employee and will be covered by the State providing the driver was on-duty and acting within the scope of their employment at the time the damage occurred.

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

5. Tires and Replacements. 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.), 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.

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

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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.

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 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. Contractors should wait until they receive a resource order before releasing vehicles to the Division of Forestry. Releasing vehicles without receiving a resource order from the Division of Forestry will be done at the Contractor's sole expense.

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Beginning time of hire shall start when the Division of Forestry employee takes or accepts possession of the vehicle. "Possession" of the vehicle begins upon acceptance of the vehicle keys from the Contractor by a designated State employee. The State employee should sign a document from the Contractor confirming possession. If applicable based on the situation, the inspection time will be back dated to the time the Division accepted the vehicle into their possession. If a vehicle fails inspection the State is not 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.

The following personnel will be authorized to place orders against the contract: 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.

In situations where a vehicle has been leased from one facility and transferred to another facility, DOF will make every effort to notify the Contractor when the vehicle has been reassigned.

9. 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 (AIBMH). No claims will be processed or accepted for damages incurred for wear and tear as specified within this contract. If claims of less than \$5,000 are not settled within the designated timeframe the Contractor should notify the Area Forester. Claims of \$5,000 or more are processed through the DNR Procurement Officer and Contractors should contact the DNR Procurement Officer for assistance.

10. 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.

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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.

11. 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 prohibited drugs;
- 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.

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

12. 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 above, 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 illegal non-prescription drug;
- 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.

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 contract.

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 the Claims paragraph of this contract.

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

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other fees, charges, or costs associated with the claim or filing the claim.

13. 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.

14. 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 contract. 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.

E. Contract Management.

1. Contracting Officer's Representative. The primary Contracting Officer's Representative for this contract for the Division of Forestry (DOF) is Jacquelyn Bailey, who may be reached at (907) 451-2663 or via email to Jacquelyn.bailey@alaska.gov. Mrs. Bailey will be responsible for initial interaction with the Contractor on any contract issues. Mrs. Bailey has no authority to modify or amend this contract.

2. Overall. Overall contract management is the responsibility of Procurement Specialists assigned to the DNR/SSD Procurement Section. Procurement Specialists assigned to this section may be reached by telephone at 907-269-8666, 907-269-8687, or 907-269-0998, or by email at dnr.ssd.procurement@alaska.gov.

Procurement Specialists assigned to the DNR/SSD Procurement Section have full authority to modify or amend this contract.

F. Insurance. Contractor is to maintain insurance as specified in ITB 16000050 and shown below.

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

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Procurement Officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

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

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

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

Proof of insurance is to be provided annually to the State prior to the start of the contract renewal period.

G. Appendices. Appendices referred to in, or attached to, this contract are considered a part of it. This includes in order of priority, ITB 10 160000064; Amendments 1 through 3 to this ITB; and the accepted bid submitted in response to this ITB.

APPENDIX D

Payment Provisions

DNR will make payments as specified in ITB 160000064, amendments to this ITB, and the provisions outlined in this appendix.

Contract prices are shown in the Excel spreadsheet attached to this contract.

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Total cost of all services provided under this contract is not to exceed \$5,000,000.00.

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 and vehicle license number. 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. Invoicing is to be done per rental and should reference the original resource order.

The Contractor may, at their discretion, meet with the Division of Forestry administrative staff prior to the fire season to get clarification on proper invoicing procedures and expectations.

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. 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.

Delivery/Pick-Up Charges. 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 instead of being picked up at the Contractor's location. Charges for this service shall be negotiated between incident personnel and the vendor and invoiced separately.

The State will not be charged for vehicles shipped from another location to meet the State's needs. For example, if a Contractor cannot fill a need for a vehicle classification in Fairbanks, they cannot ship vehicles from Anchorage and bill the State for the shipping costs.

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

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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. Refer to Alaska Administrative Manual (AAM) 35.120 and Alaska Regulation 2 AAC 15.115 for late payment provisions. A copy of these documents can be found on the Division of Finance website at <http://doa.alaska.gov/dof/>. 2 AAC 15.115(b) specifically outlines the procedures a vendor should follow for payment of interest.

Prompt Payment for State Purchases. The State is eligible to receive a 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 a bidder. The discount offered in the accepted bid 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. Discounts offered by Contractors under this contract are:

1. Budget Rent A Car: 2%
2. Delta Leasing: 5%
3. Alaska Auto Rental and Brice Equipment: 0%

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.

***** **END OF APPENDIX D** *****

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:

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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 seeks 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.

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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.



MASTER AGREEMENT

Department of Natural Resources

NUMBER

MA 10 160000308 - 1

AWARD DATE

April 08, 2016

VENDOR

BRE13206

BRICE EQUIPMENT LLC

PO BOX 70908

FAIRBANKS, AK 99707-0908 US

Tel: 907-459-3044

Fax:

EFFECTIVE:

April 15, 2016

EXPIRES:

March 31, 2017

PAYMENT TERMS

% /

Note: The State will pay within 30 days if no payment terms are defined here.

DOCUMENT DESCRIPTION

MA 308; Rental Vehicles for the Division of Forestry

MINIMUM ORDER

MAXIMUM ORDER

NOT TO EXCEED

\$5,000,000.00

AGREEMENT TOTAL

Extended Description:

Contract to provide rental vehicles on an as-needed basis for the Division of Forestry. Contract solicited under ITB 160000064. Terms, conditions, specifications, and pricing outlined in attached documents.

AUTHORIZED DEPARTMENTS

This agreement is authorized for the following departments:

Department	Limit?	Spending Limit
Department of Natural Resources	No	\$0.00

RENEWAL PERIODS

This agreement may be renewed optionally by the State bases on the following schedule:

Period	Effective Dates
1 Years	04/01/17-03/31/18
1 Years	04/01/18-03/31/19
1 Years	04/01/19-03/31/20

Line No.	Description	Quantity	Unit	Unit Cost	Extended Line Total
1	MA 308; Rental Vehicles for the Division of Forestry	0.00		\$0.00	\$5,000,000.00

Discount %	Discount Effective	Discount Expires	F.O.B. Point
0.0000			

BILL TO:

Forestry Fairbanks
Forestry
3700 Airport Way
Fairbanks, AK 99709-4699

SHIP TO:

Extended Description:

Contract for rental vehicles as specified in Appendices C and D to this contract.

CERTIFICATION:

I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.

PROCUREMENT OFFICER:

Name: Marlys Hagen

Contact: (907)269-8666

Email: marlys.hagen@alaska.gov

Initials: Jim AmunDate: 4-18-16**SIGNATURES:**Name: Luther K. BriceTitle: VP, COOSignature: L. K. BriceDate: 4-14-2016

Name: _____

Title: _____

Signature: _____

Date: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Terms and Conditions

No.	Name	Section
002	Appendix A IRIS	2
003	Provisions	1

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APPENDIX C

Scope of Services

A. Overview. Contractor to provide rental vehicles for the Department of Natural Resources, Division of Forestry, as specified in the terms, conditions, and specifications of ITB 160000064, Amendments 1 through 3 to this ITB, and accepted bid for this ITB.

B. Contract Period. The initial contract period for this contract begins April 15, 2016 and ends March 31, 2017. There are three, one-year, renewal options for this contract, which will be exercised at the sole discretion of the State and under the same terms, conditions, and specifications as the original contract. Renewal periods will begin April 1st of each new contract year.

C. 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.

D. Scope of Services.

1. Scope. The purpose of this contract is to obtain rental vehicles used in support of fire suppression and all-risk activities for the State of Alaska, Division of Forestry. Contracts 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. The Division of Forestry is not obligated to place, nor is the Contractor obligated to accept, an order under this contract, but 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 this contract. This contract will not preclude the Division of Forestry from using Agency or Agency Cooperator owned resources before using resources under the contract.

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2. Ownership. All vehicles rented to the Division of Forestry must be currently registered with the Alaska Division of Motor Vehicles in the name of the Contractor 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 primary Contractor. The primary Contractor 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 primary Contractor will apply to all vehicles rented to the State whether owned by the Contractor or the 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 this contract. 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 the contract 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

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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; and
- f. Surface chips, and scratches to windshields, window glass, and mirrors.

Multiple small dents and scratches are not considered as cumulative by the Division of Forestry. DOF will make the determination on whether or not damages exceed the threshold of wear and tear, and the Contractor can file a claim if they disagree.

Damage to vehicle bed from unsecured cargo / ATVs will be considered negligence on behalf of the State employee and will be covered by the State providing the driver was on-duty and acting within the scope of their employment at the time the damage occurred.

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

5. Tires and Replacements. 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.), 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.

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

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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.

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 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. Contractors should wait until they receive a resource order before releasing vehicles to the Division of Forestry. Releasing vehicles without receiving a resource order from the Division of Forestry will be done at the Contractor's sole expense.

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Beginning time of hire shall start when the Division of Forestry employee takes or accepts possession of the vehicle. "Possession" of the vehicle begins upon acceptance of the vehicle keys from the Contractor by a designated State employee. The State employee should sign a document from the Contractor confirming possession. If applicable based on the situation, the inspection time will be back dated to the time the Division accepted the vehicle into their possession. If a vehicle fails inspection the State is not 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.

The following personnel will be authorized to place orders against the contract: 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.

In situations where a vehicle has been leased from one facility and transferred to another facility, DOF will make every effort to notify the Contractor when the vehicle has been reassigned.

9. 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 (AIBMH). No claims will be processed or accepted for damages incurred for wear and tear as specified within this contract. If claims of less than \$5,000 are not settled within the designated timeframe the Contractor should notify the Area Forester. Claims of \$5,000 or more are processed through the DNR Procurement Officer and Contractors should contact the DNR Procurement Officer for assistance.

10. 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.

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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.

11. 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 prohibited drugs;
- 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.

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

12. 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 above, 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 illegal non-prescription drug;
- 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.

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 contract.

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 the Claims paragraph of this contract.

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,

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diminished value, administrative expenses, costs to obtain required quotes, and any other fees, charges, or costs associated with the claim or filing the claim.

13. 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.

14. 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 contract. 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.

E. Contract Management.

1. Contracting Officer's Representative. The primary Contracting Officer's Representative for this contract for the Division of Forestry (DOF) is Jacquelyn Bailey, who may be reached at (907) 451-2663 or via email to Jacquelyn.bailey@alaska.gov. Mrs. Bailey will be responsible for initial interaction with the Contractor on any contract issues. Mrs. Bailey has no authority to modify or amend this contract.

2. Overall. Overall contract management is the responsibility of Procurement Specialists assigned to the DNR/SSD Procurement Section. Procurement Specialists assigned to this section may be reached by telephone at 907-269-8666, 907-269-8687, or 907-269-0998, or by email at dnr.ssd.procurement@alaska.gov. Procurement Specialists assigned to the DNR/SSD Procurement Section have full authority to modify or amend this contract.

F. Insurance. Contractor is to maintain insurance as specified in ITB 16000050 and shown below.

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

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Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Procurement Officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

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

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

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

Proof of insurance is to be provided annually to the State prior to the start of the contract renewal period.

G. Appendices. Appendices referred to in, or attached to, this contract are considered a part of it. This includes in order of priority, ITB 10 160000064; Amendments 1 through 3 to this ITB; and the accepted bid submitted in response to this ITB.

APPENDIX D

Payment Provisions

DNR will make payments as specified in ITB 160000064, amendments to this ITB, and the provisions outlined in this appendix.

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Contract prices are shown in the Excel spreadsheet attached to this contract.

Total cost of all services provided under this contract is not to exceed \$5,000,000.00.

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 and vehicle license number. 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. Invoicing is to be done per rental and should reference the original resource order.

The Contractor may, at their discretion, meet with the Division of Forestry administrative staff prior to the fire season to get clarification on proper invoicing procedures and expectations.

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. 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.

Delivery/Pick-Up Charges. 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 instead of being picked up at the Contractor's location. Charges for this service shall be negotiated between incident personnel and the vendor and invoiced separately.

The State will not be charged for vehicles shipped from another location to meet the State's needs. For example, if a Contractor cannot fill a need for a vehicle classification in Fairbanks, they cannot ship vehicles from Anchorage and bill the State for the shipping costs.

Payment for State Purchases. Payment for agreements under \$500,000 for the

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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. Refer to Alaska Administrative Manual (AAM) 35.120 and Alaska Regulation 2 AAC 15.115 for late payment provisions. A copy of these documents can be found on the Division of Finance website at <http://doa.alaska.gov/dof/>. 2 AAC 15.115(b) specifically outlines the procedures a vendor should follow for payment of interest.

Prompt Payment for State Purchases. The State is eligible to receive a 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 a bidder. The discount offered in the accepted bid 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. Discounts offered by Contractors under this contract are:

1. Budget Rent A Car: 2%
2. Delta Leasing: 5%
3. Alaska Auto Rental and Brice Equipment: 0%

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.

******* END OF APPENDIX D *******

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

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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 seeks 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.

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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.



MASTER AGREEMENT

Department of Natural Resources

NUMBER

MA 10 160000309 - 1

AWARD DATE

April 08, 2016

VENDOR

DLL09224

DELTA LEASING LLC

8101 DIMOND HOOK DR

ANCHORAGE, AK 99507-3144 US

Tel: 907-771-1303

Fax:

EFFECTIVE:

April 15, 2016

EXPIRES:

March 31, 2017

PAYMENT TERMS

% /

Note: The State will pay within 30 days if no payment terms are defined here.

DOCUMENT DESCRIPTION

MA 309; Rental Vehicles for the Division of Forestry

MINIMUM ORDER

MAXIMUM ORDER

NOT TO EXCEED

\$5,000,000.00

AGREEMENT TOTAL

Extended Description:

Contract to provide rental vehicles on an as-needed basis for the Division of Forestry. Contract solicited under ITB 160000064. Terms, conditions, specifications, and pricing outlined in attached documents.

AUTHORIZED DEPARTMENTS

This agreement is authorized for the following departments:

Department	Limit?	Spending Limit
Department of Natural Resources	No	\$0.00

RENEWAL PERIODS

This agreement may be renewed optionally by the State bases on the following schedule:

Period	Effective Dates
1 Years	04/01/17-03/31/18
1 Years	04/01/18-03/31/19
1 Years	04/01/19-03/31/20

Line No.	Description	Quantity	Unit	Unit Cost	Extended Line Total
1	MA 309; Rental Vehicles for the Division of Forestry	0.00		\$0.00	\$5,000,000.00

Discount %	Discount Effective	Discount Expires	F.O.B. Point
0.0000			

BILL TO:

Forestry Fairbanks
Forestry
3700 Airport Way
Fairbanks, AK 99709-4699

SHIP TO:

Extended Description:

Contract for rental vehicles as specified in Appendices C and D to this contract.

CERTIFICATION:

I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.

PROCUREMENT OFFICER:

Name: Marlys Hagen

Contact: (907)269-8666

Email: marlys.hagen@alaska.gov

Initials: Jim AmatoDate: 4-11-16**SIGNATURES:**Name: Sam AmatoTitle: Vice PresidentSignature: [Signature]Date: 4/11/16

Name: _____

Title: _____

Signature: _____

Date: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Terms and Conditions

No.	Name	Section
002	Appendix A IRIS	2
003	Provisions	1

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APPENDIX C

Scope of Services

A. Overview. Contractor to provide rental vehicles for the Department of Natural Resources, Division of Forestry, as specified in the terms, conditions, and specifications of ITB 160000064, Amendments 1 through 3 to this ITB, and accepted bid for this ITB.

B. Contract Period. The initial contract period for this contract begins April 15, 2016 and ends March 31, 2017. There are three, one-year, renewal options for this contract, which will be exercised at the sole discretion of the State and under the same terms, conditions, and specifications as the original contract. Renewal periods will begin April 1st of each new contract year.

C. 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.

D. Scope of Services.

1. Scope. The purpose of this contract is to obtain rental vehicles used in support of fire suppression and all-risk activities for the State of Alaska, Division of Forestry. Contracts 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. The Division of Forestry is not obligated to place, nor is the Contractor obligated to accept, an order under this contract, but 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 this contract. This contract will not preclude the Division of Forestry from using Agency or Agency Cooperator owned resources before using resources under the contract.

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2. Ownership. All vehicles rented to the Division of Forestry must be currently registered with the Alaska Division of Motor Vehicles in the name of the Contractor 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 primary Contractor. The primary Contractor 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 primary Contractor will apply to all vehicles rented to the State whether owned by the Contractor or the 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 this contract. 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 the contract 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

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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; and
- f. Surface chips, and scratches to windshields, window glass, and mirrors.

Multiple small dents and scratches are not considered as cumulative by the Division of Forestry. DOF will make the determination on whether or not damages exceed the threshold of wear and tear, and the Contractor can file a claim if they disagree.

Damage to vehicle bed from unsecured cargo / ATVs will be considered negligence on behalf of the State employee and will be covered by the State providing the driver was on-duty and acting within the scope of their employment at the time the damage occurred.

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

5. Tires and Replacements. 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.), 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.

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

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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.

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 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. Contractors should wait until they receive a resource order before releasing vehicles to the Division of Forestry. Releasing vehicles without receiving a resource order from the Division of Forestry will be done at the Contractor's sole expense.

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Beginning time of hire shall start when the Division of Forestry employee takes or accepts possession of the vehicle. "Possession" of the vehicle begins upon acceptance of the vehicle keys from the Contractor by a designated State employee. The State employee should sign a document from the Contractor confirming possession. If applicable based on the situation, the inspection time will be back dated to the time the Division accepted the vehicle into their possession. If a vehicle fails inspection the State is not 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.

The following personnel will be authorized to place orders against the contract: 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.

In situations where a vehicle has been leased from one facility and transferred to another facility, DOF will make every effort to notify the Contractor when the vehicle has been reassigned.

9. 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 (AIBMH). No claims will be processed or accepted for damages incurred for wear and tear as specified within this contract. If claims of less than \$5,000 are not settled within the designated timeframe the Contractor should notify the Area Forester. Claims of \$5,000 or more are processed through the DNR Procurement Officer and Contractors should contact the DNR Procurement Officer for assistance.

10. 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.

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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.

11. 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 prohibited drugs;
- 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.

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

12. 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 above, 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 illegal non-prescription drug;
- 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.

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 contract.

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 the Claims paragraph of this contract.

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,

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diminished value, administrative expenses, costs to obtain required quotes, and any other fees, charges, or costs associated with the claim or filing the claim.

13. 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.

14. 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 contract. 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.

E. Contract Management.

1. Contracting Officer's Representative. The primary Contracting Officer's Representative for this contract for the Division of Forestry (DOF) is Jacquelyn Bailey, who may be reached at (907) 451-2663 or via email to Jacquelyn.bailey@alaska.gov. Mrs. Bailey will be responsible for initial interaction with the Contractor on any contract issues. Mrs. Bailey has no authority to modify or amend this contract.

2. Overall. Overall contract management is the responsibility of Procurement Specialists assigned to the DNR/SSD Procurement Section. Procurement Specialists assigned to this section may be reached by telephone at 907-269-8666, 907-269-8687, or 907-269-0998, or by email at dnr.ssd.procurement@alaska.gov. Procurement Specialists assigned to the DNR/SSD Procurement Section have full authority to modify or amend this contract.

F. Insurance. Contractor is to maintain insurance as specified in ITB 16000050 and shown below.

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

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Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Procurement Officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

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

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

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

Proof of insurance is to be provided annually to the State prior to the start of the contract renewal period.

G. Appendices. Appendices referred to in, or attached to, this contract are considered a part of it. This includes in order of priority, ITB 10 160000064; Amendments 1 through 3 to this ITB; and the accepted bid submitted in response to this ITB.

APPENDIX D

Payment Provisions

DNR will make payments as specified in ITB 160000064, amendments to this ITB, and the provisions outlined in this appendix.

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Contract prices are shown in the Excel spreadsheet attached to this contract.

Total cost of all services provided under this contract is not to exceed \$5,000,000.00.

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 and vehicle license number. 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. Invoicing is to be done per rental and should reference the original resource order.

The Contractor may, at their discretion, meet with the Division of Forestry administrative staff prior to the fire season to get clarification on proper invoicing procedures and expectations.

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. 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.

Delivery/Pick-Up Charges. 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 instead of being picked up at the Contractor's location. Charges for this service shall be negotiated between incident personnel and the vendor and invoiced separately.

The State will not be charged for vehicles shipped from another location to meet the State's needs. For example, if a Contractor cannot fill a need for a vehicle classification in Fairbanks, they cannot ship vehicles from Anchorage and bill the State for the shipping costs.

Payment for State Purchases. Payment for agreements under \$500,000 for the

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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. Refer to Alaska Administrative Manual (AAM) 35.120 and Alaska Regulation 2 AAC 15.115 for late payment provisions. A copy of these documents can be found on the Division of Finance website at <http://doa.alaska.gov/dof/>. 2 AAC 15.115(b) specifically outlines the procedures a vendor should follow for payment of interest.

Prompt Payment for State Purchases. The State is eligible to receive a 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 a bidder. The discount offered in the accepted bid 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. Discounts offered by Contractors under this contract are:

1. Budget Rent A Car: 2%
2. Delta Leasing: 5%
3. Alaska Auto Rental and Brice Equipment: 0%

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.

******* END OF APPENDIX D *******

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

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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 seeks 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.

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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.

Fairbanks																			
	Passenger Vehicle Compact Sedan	Passenger Vehicle Mid-Size Sedan	Passenger Vehicle Full-Size Sedan	Passenger Van Minivan 7 Passenger	Passenger Van 12 Passenger	Passenger Van 15 Passenger	Pick-Up 1/2 Ton 4 x 4 Regular Cab	Pick-Up 3/4 Ton 4 x 4 Regular Cab	Pick-Up 1 Ton x 4 Regular Cab	Pick-Up 1/2 Ton 4 x 4 Crew Cab	Pick-Up 3/4 Ton 4 x 4 Crew Cab	Pick-Up 1 Ton x 4 Crew Cab	Pick-Up 1/2 Ton 4 x 4 Extended Cab	Pick-Up 3/4 Ton 4 x 4 Extended Cab	Pick-Up 1 Ton x 4 Extended Cab	Utility 4 x 4 or AWD 5 Passenger	Utility 4 x 4 or AWD 7 Passenger	Prompt Payment Discount?	
BIDDER: Budget Rent A Car																		2%	
DAILY	\$90.00	\$109.00	\$129.00	\$215.00	\$240.00	NO BID	\$235.00	\$235.00	\$235.00	\$235.00	\$235.00	\$235.00	\$235.00	\$235.00	\$235.00	\$235.00	\$235.00	\$245.00	
WEEKLY	\$630.00	\$763.00	\$903.00	\$1,505.00	\$1,680.00	NO BID	\$1,645.00	\$1,645.00	\$1,645.00	\$1,645.00	\$1,645.00	\$1,645.00	\$1,645.00	\$1,645.00	\$1,645.00	\$1,645.00	\$1,645.00	\$1,715.00	
MONTHLY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
FREE MILES/DAY	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	NO BID	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	
RATE OVER FREE	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
BIDDER: Brice Equipment, LLC																		0%	
DAILY	NO BID	NO BID	NO BID	NO BID	\$200.00	\$200.00	\$103.50	\$103.50	\$155.00	\$103.50	\$103.50	\$155.00	\$103.50	\$103.50	\$155.00	\$200.00	\$200.00		
WEEKLY	NO BID	NO BID	NO BID	NO BID	\$800.00	\$800.00	Non-Resp.	\$412.50	\$620.00	\$412.50	\$412.50	\$412.50	\$412.50	\$412.50	\$620.00	\$800.00	\$800.00		
MONTHLY	NO BID	NO BID	NO BID	NO BID	\$2,400.00	\$2,400.00	\$1,650.00	\$1,650.00	\$1,850.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,850.00	\$2,400.00	\$2,400.00		
FREE MILES/DAY	NO BID	NO BID	NO BID	NO BID	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	
RATE OVER FREE	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
BIDDER: Delta Leasing, LLC																		5%	
DAILY	NO BID	NO BID	NO BID	NO BID	\$200.00	\$200.00	NO BID	NO BID	NO BID	\$190.00	\$190.00	\$190.00	NO BID	NO BID	NO BID	\$170.00	\$210.00		
WEEKLY	NO BID	NO BID	NO BID	NO BID	\$1,400.00	\$1,400.00	NO BID	NO BID	NO BID	\$1,330.00	\$1,330.00	\$1,330.00	NO BID	NO BID	NO BID	\$1,190.00	\$1,470.00		
MONTHLY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
FREE MILES/DAY	NO BID	NO BID	NO BID	NO BID	UNLIMITED	UNLIMITED	NO BID	NO BID	NO BID	UNLIMITED	UNLIMITED	UNLIMITED	NO BID	NO BID	NO BID	UNLIMITED	UNLIMITED		
RATE OVER FREE	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
BIDDER: Alaska Auto Rental, Inc.																		0%	
DAILY	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	
WEEKLY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
MONTHLY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
FREE MILES/DAY	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
RATE OVER FREE	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	
1. Brice Equipment is non-responsive for Pick-Up, 1/2 Ton, 4 x 4, Regular Cab, Weekly Rate due to an error in the price offered.																			
Lowest Bid																			
Next Lowest Bid																			
3rd Lowest Bid																			
Highest Bid																			



MASTER AGREEMENT

Department of Natural Resources

NUMBER

MA 10 160000310 - 1

AWARD DATE

April 08, 2016

VENDOR

AAR12211

ALASKA AUTO RENTAL INC

PO BOX 80261

FAIRBANKS, AK 99708-0261 US

Tel: 000-000-0000

Fax:

EFFECTIVE:

April 15, 2016

EXPIRES:

March 31, 2017

PAYMENT TERMS

% /

Note: The State will pay within 30 days if no payment terms are defined here.

DOCUMENT DESCRIPTION

MA 310; Rental Vehicles for the Division of Forestry

MINIMUM ORDER

MAXIMUM ORDER

NOT TO EXCEED

\$5,000,000.00

AGREEMENT TOTAL

Extended Description:

Contract to provide rental vehicles on an as-needed basis for the Division of Forestry. Contract solicited under ITB 160000064. Terms, conditions, specifications, and pricing outlined in attached documents.

AUTHORIZED DEPARTMENTS

This agreement is authorized for the following departments:

Department	Limit?	Spending Limit
Department of Natural Resources	No	\$0.00

RENEWAL PERIODS

This agreement may be renewed optionally by the State bases on the following schedule:

Period	Effective Dates
1 Years	04/01/17-03/31/18
1 Years	04/01/18-03/31/19
1 Years	04/01/19-03/31/20

Line No.	Description	Quantity	Unit	Unit Cost	Extended Line Total
1	MA 310; Rental Vehicles for the Division of Forestry	0.00		\$0.00	\$5,000,000.00

Discount %	Discount Effective	Discount Expires	F.O.B. Point
0.0000			

BILL TO:

Forestry Fairbanks
Forestry
3700 Airport Way
Fairbanks, AK 99709-4699

SHIP TO:

Extended Description:

Contract for rental vehicles as specified in Appendices C and D to this contract.

CERTIFICATION:

I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.

PROCUREMENT OFFICER:

Name: Marlys Hagen

Contact: (907)269-8666

Email: marlys.hagen@alaska.gov

Initials: Jim BrownDate: 4-12-16**SIGNATURES:**Name: Peter ChapmanTitle: PresidentSignature: Peter ChapmanDate: 4/12/2016

Name: _____

Title: _____

Signature: _____

Date: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Terms and Conditions		
No.	Name	Section
002	Appendix A IRIS	2
003	Provisions	1

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APPENDIX C

Scope of Services

A. Overview. Contractor to provide rental vehicles for the Department of Natural Resources, Division of Forestry, as specified in the terms, conditions, and specifications of ITB 160000064, Amendments 1 through 3 to this ITB, and accepted bid for this ITB.

B. Contract Period. The initial contract period for this contract begins April 15, 2016 and ends March 31, 2017. There are three, one-year, renewal options for this contract, which will be exercised at the sole discretion of the State and under the same terms, conditions, and specifications as the original contract. Renewal periods will begin April 1st of each new contract year.

C. 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.

D. Scope of Services.

1. Scope. The purpose of this contract is to obtain rental vehicles used in support of fire suppression and all-risk activities for the State of Alaska, Division of Forestry. Contracts 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. The Division of Forestry is not obligated to place, nor is the Contractor obligated to accept, an order under this contract, but 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 this contract. This contract will not preclude the Division of Forestry from using Agency or Agency Cooperator owned resources before using resources under the contract.

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2. Ownership. All vehicles rented to the Division of Forestry must be currently registered with the Alaska Division of Motor Vehicles in the name of the Contractor 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 primary Contractor. The primary Contractor 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 primary Contractor will apply to all vehicles rented to the State whether owned by the Contractor or the 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 this contract. 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 the contract 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

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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; and
- f. Surface chips, and scratches to windshields, window glass, and mirrors.

Multiple small dents and scratches are not considered as cumulative by the Division of Forestry. DOF will make the determination on whether or not damages exceed the threshold of wear and tear, and the Contractor can file a claim if they disagree.

Damage to vehicle bed from unsecured cargo / ATVs will be considered negligence on behalf of the State employee and will be covered by the State providing the driver was on-duty and acting within the scope of their employment at the time the damage occurred.

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

5. Tires and Replacements. 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.), 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.

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

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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.

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 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. Contractors should wait until they receive a resource order before releasing vehicles to the Division of Forestry. Releasing vehicles without receiving a resource order from the Division of Forestry will be done at the Contractor's sole expense.

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Beginning time of hire shall start when the Division of Forestry employee takes or accepts possession of the vehicle. "Possession" of the vehicle begins upon acceptance of the vehicle keys from the Contractor by a designated State employee. The State employee should sign a document from the Contractor confirming possession. If applicable based on the situation, the inspection time will be back dated to the time the Division accepted the vehicle into their possession. If a vehicle fails inspection the State is not 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.

The following personnel will be authorized to place orders against the contract: 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.

In situations where a vehicle has been leased from one facility and transferred to another facility, DOF will make every effort to notify the Contractor when the vehicle has been reassigned.

9. 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 (AIBMH). No claims will be processed or accepted for damages incurred for wear and tear as specified within this contract. If claims of less than \$5,000 are not settled within the designated timeframe the Contractor should notify the Area Forester. Claims of \$5,000 or more are processed through the DNR Procurement Officer and Contractors should contact the DNR Procurement Officer for assistance.

10. 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.

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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.

11. 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 prohibited drugs;
- 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.

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

12. 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 above, 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 illegal non-prescription drug;
- 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.

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 contract.

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 the Claims paragraph of this contract.

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,

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diminished value, administrative expenses, costs to obtain required quotes, and any other fees, charges, or costs associated with the claim or filing the claim.

13. 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.

14. 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 contract. 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.

E. Contract Management.

1. Contracting Officer's Representative. The primary Contracting Officer's Representative for this contract for the Division of Forestry (DOF) is Jacquelyn Bailey, who may be reached at (907) 451-2663 or via email to Jacquelyn.bailey@alaska.gov. Mrs. Bailey will be responsible for initial interaction with the Contractor on any contract issues. Mrs. Bailey has no authority to modify or amend this contract.

2. Overall. Overall contract management is the responsibility of Procurement Specialists assigned to the DNR/SSD Procurement Section. Procurement Specialists assigned to this section may be reached by telephone at 907-269-8666, 907-269-8687, or 907-269-0998, or by email at dnr.ssd.procurement@alaska.gov. Procurement Specialists assigned to the DNR/SSD Procurement Section have full authority to modify or amend this contract.

F. Insurance. Contractor is to maintain insurance as specified in ITB 16000050 and shown below.

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

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Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Procurement Officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

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

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

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

Proof of insurance is to be provided annually to the State prior to the start of the contract renewal period.

G. Appendices. Appendices referred to in, or attached to, this contract are considered a part of it. This includes in order of priority, ITB 10 160000064; Amendments 1 through 3 to this ITB; and the accepted bid submitted in response to this ITB.

APPENDIX D

Payment Provisions

DNR will make payments as specified in ITB 160000064, amendments to this ITB, and the provisions outlined in this appendix.

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Contract prices are shown in the Excel spreadsheet attached to this contract.

Total cost of all services provided under this contract is not to exceed \$5,000,000.00.

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 and vehicle license number. 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. Invoicing is to be done per rental and should reference the original resource order.

The Contractor may, at their discretion, meet with the Division of Forestry administrative staff prior to the fire season to get clarification on proper invoicing procedures and expectations.

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. 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.

Delivery/Pick-Up Charges. 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 instead of being picked up at the Contractor's location. Charges for this service shall be negotiated between incident personnel and the vendor and invoiced separately.

The State will not be charged for vehicles shipped from another location to meet the State's needs. For example, if a Contractor cannot fill a need for a vehicle classification in Fairbanks, they cannot ship vehicles from Anchorage and bill the State for the shipping costs.

Payment for State Purchases. Payment for agreements under \$500,000 for the

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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. Refer to Alaska Administrative Manual (AAM) 35.120 and Alaska Regulation 2 AAC 15.115 for late payment provisions. A copy of these documents can be found on the Division of Finance website at <http://doa.alaska.gov/dof/>. 2 AAC 15.115(b) specifically outlines the procedures a vendor should follow for payment of interest.

Prompt Payment for State Purchases. The State is eligible to receive a 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 a bidder. The discount offered in the accepted bid 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. Discounts offered by Contractors under this contract are:

1. Budget Rent A Car: 2%
2. Delta Leasing: 5%
3. Alaska Auto Rental and Brice Equipment: 0%

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.

******* END OF APPENDIX D *******

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

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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 seeks 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.

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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.

Fairbanks																			
	Passenger Vehicle Compact Sedan	Passenger Vehicle Mid-Size Sedan	Passenger Vehicle Full-Size Sedan	Passenger Van Minivan 7 Passenger	Passenger Van 12 Passenger	Passenger Van 15 Passenger	Pick-Up 1/2 Ton 4 x 4 Regular Cab	Pick-Up 3/4 Ton 4 x 4 Regular Cab	Pick-Up 1 Ton x 4 Regular Cab	Pick-Up 1/2 Ton 4 x 4 Crew Cab	Pick-Up 3/4 Ton 4 x 4 Crew Cab	Pick-Up 1 Ton x 4 Crew Cab	Pick-Up 1/2 Ton 4 x 4 Extended Cab	Pick-Up 3/4 Ton 4 x 4 Extended Cab	Pick-Up 1 Ton x 4 Extended Cab	Utility 4 x 4 or AWD 5 Passenger	Utility 4 x 4 or AWD 7 Passenger	Prompt Payment Discount?	
BIDDER: Budget Rent A Car																		2%	
DAILY	\$90.00	\$109.00	\$129.00	\$215.00	\$240.00	NO BID	\$235.00	\$235.00	\$235.00	\$235.00	\$235.00	\$235.00	\$235.00	\$235.00	\$235.00	\$235.00	\$235.00	\$245.00	
WEEKLY	\$630.00	\$763.00	\$903.00	\$1,505.00	\$1,680.00	NO BID	\$1,645.00	\$1,645.00	\$1,645.00	\$1,645.00	\$1,645.00	\$1,645.00	\$1,645.00	\$1,645.00	\$1,645.00	\$1,645.00	\$1,645.00	\$1,715.00	
MONTHLY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
FREE MILES/DAY	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	NO BID	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	
RATE OVER FREE	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
BIDDER: Brice Equipment, LLC																		0%	
DAILY	NO BID	NO BID	NO BID	NO BID	\$200.00	\$200.00	\$103.50	\$103.50	\$155.00	\$103.50	\$103.50	\$155.00	\$103.50	\$103.50	\$155.00	\$200.00	\$200.00		
WEEKLY	NO BID	NO BID	NO BID	NO BID	\$800.00	\$800.00	Non-Resp.	\$412.50	\$620.00	\$412.50	\$412.50	\$412.50	\$412.50	\$412.50	\$620.00	\$800.00	\$800.00		
MONTHLY	NO BID	NO BID	NO BID	NO BID	\$2,400.00	\$2,400.00	\$1,650.00	\$1,650.00	\$1,850.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,850.00	\$2,400.00	\$2,400.00		
FREE MILES/DAY	NO BID	NO BID	NO BID	NO BID	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	
RATE OVER FREE	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
BIDDER: Delta Leasing, LLC																		5%	
DAILY	NO BID	NO BID	NO BID	NO BID	\$200.00	\$200.00	NO BID	NO BID	NO BID	\$190.00	\$190.00	\$190.00	NO BID	NO BID	NO BID	\$170.00	\$210.00		
WEEKLY	NO BID	NO BID	NO BID	NO BID	\$1,400.00	\$1,400.00	NO BID	NO BID	NO BID	\$1,330.00	\$1,330.00	\$1,330.00	NO BID	NO BID	NO BID	\$1,190.00	\$1,470.00		
MONTHLY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
FREE MILES/DAY	NO BID	NO BID	NO BID	NO BID	UNLIMITED	UNLIMITED	NO BID	NO BID	NO BID	UNLIMITED	UNLIMITED	UNLIMITED	NO BID	NO BID	NO BID	UNLIMITED	UNLIMITED		
RATE OVER FREE	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
BIDDER: Alaska Auto Rental, Inc.																		0%	
DAILY	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	
WEEKLY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
MONTHLY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
FREE MILES/DAY	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
RATE OVER FREE	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	
1. Brice Equipment is non-responsive for Pick-Up, 1/2 Ton, 4 x 4, Regular Cab, Weekly Rate due to an error in the price offered.																			
Lowest Bid																			
Next Lowest Bid																			
3rd Lowest Bid																			
Highest Bid																			

	Rental Amt. Pd.	Total Claims Pd.	Approved	Partial App	Denied	Claim \$ Submitted	# of Claims
2016	\$185,901.80						
2017	\$129,063.04						
2018	\$120,024.76						
2019	\$2,092,265.77	\$50,668.99	\$48,731.05	\$1,937.94	\$17,670.35	\$75,757.62	39
Total	\$2,527,255.37						