

**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 Four**

Date of Issue: March 6, 2020

Addendum Four revises answers to questions received from vendors on Addendum One and Two. This Addendum Four is hereby made part of the ITB and is a total of 7 pages including attachments.

Issued by:

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Revised Answers to Questions in Addendum One and Two

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: Paint being gouged/scratched off of a vehicle down to the metal would not be considered normal wear and tear. 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: Normal wear and tear doesn’t include gouges/scratches down to the metal. Multiple scratches could be located anywhere on the vehicle(s) due to the nature of off-road fire assignments. There isn’t an exact number of allowable dents before it isn’t deemed normal wear and tear. The extent of the dent will determine if it is considered as normal wear and tear. Dents larger than a half dollar can be considered as not being normal wear and tear.

Wear and dents (especially inside a bed of a truck without a liner), can be expected as normal wear and tear due to carrying pallets, 4 wheelers and other items. 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: 4 x 4 trucks used for fire, on unimproved roads is considered normal wear & tear. Non 4x4 vehicles this would not be considered normal wear & tear.

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 the State will confer with the Vendor. Many of the newer vehicles have “issues” when only one tire is replaced ie. 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) (the vehicle will be considered out of service during this time) and the vendor will deliver the tire(s) to the vehicle location or to an agreed-upon State office or 2) If the State locates a suitable tire, the vendor will purchase the tire. The State will install the tire(s).

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 past ITB's and is a requirement on the inspection form and will be a requirement for all MA rentals.

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: The State will have vehicles cleaned and detailed. Vendor and the state representative should complete a walkaround inspection when vehicle is returned. If in rare cases the vehicle is returned without being cleaned, the vendor is required to submit photos of the dirty vehicle with the vehicle rental invoice.

If the cost to clean the vehicle is higher than the \$50 specified in the ITB, the vendor should submit photos and the receipt for cleaning through the claims process. The vendor will not charge the \$50 cleaning fee on the rental invoice if a claim has been submitted for cleaning. MA terms cannot be negotiated by field personnel.

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 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: The State will re-fuel the vehicle(s) before returning to the vendor.

Refueling service charges are not allowed.

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

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: An order for equipment resource(s) will be placed by phone. The Resource Order will be faxed, emailed or a paper copy will be delivered in person 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 State takes possession of the vehicle. 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. The return location will be the point of hire unless the vendor agrees to allow the State to return the vehicle(s) to another location. As stated in the ITB, the State will work with the vendor regarding a drop off fee if a vehicle needs to be returned at a different location.

Answers to New Questions

Question 1: Is the state allowed release a vehicle back to a contractor at a location other than the point of hire without the contractor's consent?

Answer: The answer to this question has already been discussed in the answer to question #10 above.

Question 2: How much did Forestry spend on EERA's for the classes of vehicles covered by this ITB through the OLAS system in each of the years of the previous MA (vehicles that could have been hired through the MA, but due to availability or logistical limitations of the MA vendors were hired through the OLAS system)?

Answer: Information not available at this time.

Question 3: How will vendors learn of the state's decision of whether they exercise the renewal options? In our previous MA we were non-renewed without notification reportedly because we had unresolved claims on vehicles that were returned damaged in a previous year. Only after we learned about having been removed from the vendor list and questioning Forestry about the reasoning was our MA renewed. Guidelines should be clear for vendors to be informed of any renewal or non-renewal by the state, and the basis for any non-renewal that isn't applied consistently among all MA vendors.

Answer: Contract renewal options will be exercised at the sole discretion of the state. Contractors will receive notification that a contract has been extended via an amendment to the contract.

Question 4: According to the claim process as currently defined by the 2019 Alaska Incident Business Management Handbook, any claim exceeding \$1,000 requires three separate quotes. This requirement puts an undue burden on the body shops providing the quotes, as it takes their time and resources and 2/3rds of them won't receive the work. As a result, body

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shops have started charging repair quote fees for vehicles returned by Forestry receiving repair quotes. The requirement to obtain three written quotes places an unreasonable burden of “free” work on the body shops unless they charge a fee. If they charge a fee for the required quotes, according to the clause listed above this places an undue burden on the contractor to pay fees that would not normally be required in the usual course of business (as it relates to having vehicle damages repaired). This also places an additional burden on the contractor to transport the damaged vehicle to and from three separate locations and perform the customer side of the process of getting a quote three separate times. If the state is going to impose requirements for submitting a claim that requires the contractor to obtain repair estimates that the body shops charge to the contractor will the state take responsibility for paying estimate fees that are incurred to meet their claim submission requirements?

Answer: As per the ITB, claims will still be handled as addressed in the Alaska Incident Business Management Handbook. Forestry is reviewing the claims process, including this specific question.

Question 5: What is the definition of the scope of "but not be limited to" in the statement in Section 4 "For the purpose of the contract, the term “normal wear and tear” shall include, but not be limited to:"

Answer: The statement “but not limited to” is standard contract language, and covers situations not directly specified in the ITB.

Question 6: How should vendors respond to forestry personnel whose actions, requests, or verbal or written commitments conflict of the terms of the MA, either due to exigent circumstances or due to ignorance of the terms of the MA?

Answer: The vendor should inform personnel that their actions, requests, or verbal commitments contradict the terms of the current MA.

End of Addendum Four