

STATE OF ALASKA

INVITATION TO BID (ITB)



ITB 2023 1000 0162

LONG-TERM TRUCK RENTAL IN THE PALMER AND FAIRBANKS AREAS

ISSUED MARCH 14, 2023

IMPORTANT NOTICE: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed below in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that they comply with the following:

- (1) the bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the federal and state government;
 - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal and state government;
 - the bid will remain open and valid for at least 90 days;
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the State will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the State may reject the bid, terminate the contract, or consider the Contractor in default.

NAME SHAWN M. OLSEN	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
Phone: 1 (907) 269-8687 TDD: 1 (907) 269-8411	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: shawn.olsen@alaska.gov	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ VENDOR CUSTOMER NUMBER	_____ E-MAIL ADDRESS

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Natural Resources, Division of Forestry and Fire Protection (DOF) is soliciting bids for a qualified contractor(s) to provide up to 18, 4x4, one-ton, Crew Cab, with automatic transmissions, for its three wildland firefighting crews, from April through August. This ITB is intended to result in up to two Master Agreements (MAs), one MA for the rental of 12 crew cab pick-up trucks (trucks) with unlimited mileage for the Division of Forestry and Fire Protection, Palmer area, and one MA for the rental of six crew cab trucks with unlimited mileage for the Division of Forestry and Fire Protection, Fairbanks area.

A total of 18 trucks meeting the specifications detailed herein are needed to support wildland fire fighting operations on or near the road system within Alaska. These three crews are an elite team of firefighters, providing for the protection of life and property and other values at risk. They often make the difference in catching a fire, and ultimately preventing significant loss.

Due to the emergency nature of wildland fire fighting, consistency within each crew's respective fleet is paramount for crew safety. That is, each crew must have the same year, make and model of truck so that there is no confusion during high-stress situations with potential for significant consequences. These needs are described in the scope of work and specifications.

Two of the crews are stationed in Palmer and the third is in Fairbanks. It is expected that the trucks for the **Palmer location are delivered by the first Monday in April** and the trucks for the **Fairbanks location are to be delivered prior to April 13th** so the crews can begin outfitting them with gear and supplies, begin training and prepare for the season. The trucks will be needed continuously April through August 15th and will be returned at the end of the season. It is preferable/anticipated that there be consistency in the fleet from year to year to streamline spring readiness.

As emergency vehicles, these trucks need to be reliable and capable of operating under difficult and adverse conditions (dirt roads, uneven terrain, smoke, dust). The trucks must allow the ability to secure essential equipment (tools, personal gear, potable water) and provide cover from rain, dust, embers. Locking compartments will keep cargo from shifting and damaging bed liners. Seat covers will minimize excessive soiling or damage to interior upholstery. The A 1000-watt power inverter will allow personnel to operate essential equipment (handheld radios, cell phones, laptop computers) in the field and maintain a high level of mobility.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **March 28, 2023**, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 MINIMUM REQUIREMENTS

In order for a bid to be considered responsive the bidder must meet these minimum requirements:

- **All trucks** provided shall **not** be older than three years and must have less than 50,000 miles.

- **All trucks** provided must be 4x4, one-ton, Crew Cab, with automatic transmissions, with the exception of the first year, which must be ¾ ton Crew Cab, and must meet the specification in **Sec. 2.09 Scope of Work and Specifications**.

A bidder's failure to meet these minimum requirements will cause their bid to be considered non-responsive and rejected.

SEC. 1.04 INVITATION TO BID (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

Deadline to receive questions is **March 17, 2023, by 2:00 PM** Alaska Time.

Procurement officer: [SHAWN M. OLSEN](#); – PHONE: 1 (907) 269–8687; TDD: 711 – Alaska Relay;
Email: shawn.olsen@alaska.gov

SEC. 1.06 SUBMITTING BIDS

If submitting a bid via email, the bid may be emailed to shawn.olsen@alaska.gov and must contain the ITB number in the subject line of the email. The **maximum** size of a single email (including all text and attachments) that can be received by the State is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

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

If submitting bids using U.S. mail, or delivery service, bidders must submit one hard copy of their bid, in writing, to the procurement officer in a sealed package. The sealed bid package must be addressed as follows:

Department of Natural Resources
Procurement Section
Attention: [SHAWN M. OLSEN](#)
Invitation to Bid (ITB) Number: 2023 1000 0162
ITB Title: LONG TERM TRUCK RENTAL IN THE PALMER AND FAIRBANKS AREAS
550 West 7th Avenue, Suite 1330

Anchorage, Alaska 99501

It is the bidder's responsibility to contact the issuing agency at **1 (907) 269-8687** to confirm that the bid has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.07 ENROLLMENT IN IRIS

Bidders will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this ITB. Enrollment can be done online at the following link: <https://iris-vss.alaska.gov/webapp/PRDVSS1X1/AltSelfService>. Bidders who are not enrolled prior to award of a contract will be notified by DNR Procurement. Failure of a bidder to enroll in the IRIS database will delay award of the contract and may delay issuance of contract work.

SEC. 1.08 BID FORMS

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

BIDDER'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal and state government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

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

CONFLICT OF INTEREST

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

SEC. 1.09 PRICES

The bidder shall state prices in the units of issue on this ITB. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the state, the bidder may list such taxes separately, directly below the bid price for the affected item.

SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY

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

SEC. 1.11 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

SEC. 1.12 AMENDMENTS TO THE ITB

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

SEC. 1.13 ITB SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / ITB Released		March 14, 2023
Deadline for Receipt of Questions	2:00 PM	March 17, 2023
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	March 28, 2023
ANTICIPATED Bid Evaluations Complete		Week of March 28, 2023
ANTICIPATED Notice of Intent to Award		Week of March 28, 2023
ANTICIPATED Contract Issued		Week of April 11, 2023
ANTICIPATED Contract Start Date		April 11, 2023

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

SEC. 1.14 ALTERNATE BIDS

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

SEC. 1.15 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

SEC. 1.16 SUPPORTING INFORMATION

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the State reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the State and may include the requirement that a bidder will provide a sample product(s) so that the State can make a first-hand examination and determination.

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

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award, for approximately **five years** until September 30, 2027. It is the State's intent to purchase utility trucks as part of the regular vehicle fleet, potentially within the term of this contract. If the State is successful in acquiring crew trucks, some of the trucks under a resulting contract will be returned to the Contractor, and the State shall be released from its obligation and payment for the returned trucks. The Contractor will be given at least 30 days' notice for the number of trucks to be subtracted from the resulting contract and the date they are no longer needed.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Natural Resources, Division of Forestry and Fire Protection.

SEC. 2.03 CONTRACT FUNDING

Department of Natural Resources, Division of Forestry and Fire Protection, estimates a budget of between \$84,000.00 and \$125,000.00 per year and \$420,000.00 and \$625,000.00 for five years (duration of resulting contract) for the **Palmer Location**. Bids priced at more than **\$625,000.00** will be considered non-responsive.

Department of Natural Resources, Division of Forestry and Fire Protection, estimates a budget of between \$42,000.00 and \$62,500.00 per year and \$210,000.00 and \$312,500.00 for five years (duration of resulting contract) for the **Fairbanks Location**. Bids priced at more than **\$312,500.00** will be considered non-responsive.

The estimated budget for both locations combined is between \$126,000.00 and \$187,500.00 per year and between \$630,000.00 and \$937,500.00 for five years (duration of resulting contract).

Approval or continuation of a contract resulting from this ITB is contingent upon legislative appropriation.

SEC. 2.04 CONTRACT EXTENSION

Unless otherwise provided in this ITB, the State and the successful bidder/Contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide written notice to the Contractor of the intent to cancel the month-to-month extension at least 30 days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.06 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed, and managed **Palmer and Fairbanks**.

The State **WILL NOT** provide workspace for the contractor. The Contractor must provide its own workspace.

The Contractor should include in their bid price: transportation, lodging, and per diem costs sufficient to pay for their staff to **deliver the trucks to Palmer and/or Fairbanks**. Travel to other locations will not be required.

By signature on their bid, the bidder certifies that all services provided under this contract by the Contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

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

SEC. 2.09 SCOPE OF WORK AND SPECIFICATIONS**(a) SCOPE**

Except for the first year of the contract, the successful Contractor(s) shall provide long term rental of up to 18, 1-ton trucks with unlimited mileage for the Division of Forestry and Fire Protection to provide support for fire suppression. Twelve of the trucks are for the Palmer Area, and six of the trucks are for the Fairbanks Area. The first year of the contract, all trucks must be $\frac{3}{4}$ ton meeting the specifications as provided for the 1-ton trucks.

NOTE: Three of the trucks must be configured as special utility trucks with walk in utility bodies. See truck specifications below.

It is the State's intent to purchase utility trucks as part of the regular vehicle fleet, potentially within the term of this contract. As such, bids from proposers should include an "if needed" price schedule for each truck for each year of the contract. If the State is successful in acquiring crew trucks, some of the trucks under this contract will be returned to the Contractor and the State shall be released from its obligation and payment for the trucks returned. The Contractor will be given at least 30 days' notice for the number of trucks to be subtracted from the resulting contract the date they are no longer needed. The Contractor shall make arrangements to retrieve the returned trucks, at their own expense, no later than 10 business

days after the no longer needed date. Similarly, the Contractor will be notified in advance of the season end date and shall make arrangements to retrieve the trucks, at their own expense, no later than 10 business days after the end of season.

Condition upon delivery

Each truck shall be delivered clean, ready for use, and professionally serviced (oil change, new air filters etc.) within 1,500 miles of delivery. All fluids must be full of factory specified fluids, equipment and accessories shall function within specifications. Check engine lights shall be off, emissions systems shall be intact and operating within normal parameters, and tires should be balanced.

(i) Palmer Area

All trucks must meet the requirements listed below, except for the first year, which must be ¾-ton trucks meeting the specifications as required for 1-ton trucks defined below.

1) Requirement:

Twelve trucks total are required for the Pioneer Peak Hotshots and Gannett Glacier Initial Attack crews.

- a. Trucks - Each crew will require five, 4 x 4, long bed, crew cab, 1 ton trucks (10 trucks total).
- b. Utility trucks - Each crew will require one 4 x 4 crew cab 1-ton truck, with high-top, walk in utility body, Knapheide KUVCC (two trucks total).

2) Truck Specifications:**a. Crew Cab Trucks:**

- i. 10, 4 x 4, 1 ton 6 passenger Crew Cab trucks;
- ii. Diesel, long beds with bed liner;
- iii. Matching BF Goodrich All-Terrain KO2 all-terrain/all-season, 10 ply, off-road tires with less than 25% wear, no weather cracks;
- iv. All trucks must have an automatic transmission;
- v. The State requires that all trucks provided are not older than three years and have less than 50,000 miles;
- vi. There is no make/model preference, however the State requires all trucks supplied are the same make/model and year within each crew. The intent is to provide for consistent operations and uniformity within each crew structure (example five each Ford F-350 assigned to the Pioneer Peak Crew & 5 each Dodge Ram 3500 assigned to the Gannett Glacier Crew);
- vii. There is no color preference, however the State requires all five of the long bed trucks be of the same color within each crew (example five each blue long bed crew cabs for Pioneer Peak & 5 black long bed crew cabs for Gannett Glacier). It is preferable that the utility truck match the color of the pickup trucks;
- viii. All trucks shall be equipped with WeatherTech or DOF project manager approved seat covers on all seats;

- ix. All trucks shall be equipped with WeatherTech or equivalent heavy-duty floor mats;
- i. All trucks must have a supplied, and mounted 2 lb. fire extinguisher;
- x. All trucks must be equipped with a 1000-watt hard-wired power inverter;
- xi. All trucks must have a Class 5 tow hitch with 2.5-inch receiver;
- xii. A spare set of keys must be provided to the Division of Forestry and Fire Protection, Palmer at the time of delivery.

b. Utility Trucks:

- ii. Two, 1 ton, 6 passenger, crew cabs;
- iii. Equipped with Dual Rear Wheel (DRW);
- iv. Trucks shall be equipped with one-piece high-top, walk in, utility bodies, Knapheide KUVCC. Utility bodies must be equipped with locking compartments and locking cargo doors to secure the cargo area. Each utility body must have no less than three locking storage compartments on either side.
- v. Matching BF Goodrich All-Terrain KO2 all-terrain/all-season, 10 ply, off-road tires with less than 25% wear, no weather cracks;
- vi. All trucks must have an automatic transmission;
- vii. The State requires that all trucks offered are not older than three years and have less than 50,000 miles. However, trucks with over 50,000 miles may be considered if trucks with less than 50,000 miles are not available pending inspection and approval from the DOF project manager;
- viii. There is no make/model preference, but the State requires that trucks supplied are the same make/model and year within each crew;
- ix. There is no color preference for the utility body, but the utility body-color shall match the chassis/cab color;
- x. All trucks must be equipped with WeatherTech or DOF project manager approved seat covers on all seats;
- xi. All trucks must be equipped with WeatherTech or equivalent heavy-duty floor mats.
- xii. All trucks must have a supplied, and mounted 2 lb. fire extinguisher;
- xiii. All trucks must be equipped with a 1000-watt hard-wired power inverter;
- xiii. All trucks must have a Class 5 tow hitch with 2.5-inch receiver;
- xiv. A spare set of keys must be provided to the Division of Forestry, Palmer at the time of delivery.

3) Maintenance:

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

4) Period of Performance:

- a) The six trucks used by the Pioneer Peak Hotshots crew are to be delivered the first Monday in April, each year and returned approximately August 15, each year.
- b) The six trucks used by the Gannett Glacier Initial Attack crew are to be delivered the first Monday in April, each year and returned approximately August 15, each year.
- c) Depending on the length of the fire season, all truck rentals may be extended on a weekly basis through September 30th of each contract year.
- d) The delivery and return dates for subsequent contract years will be similar to those listed above and will be determined by the State at the time of contract renewal.
- e) F.O.B. Point. The F.O.B. point will be the final destination. For Palmer this will be 101 Airport Road, Palmer, Alaska, 99645.

(ii) Fairbanks Area

All trucks must meet the requirements listed below, except for the first year, which must be ¾-ton trucks meeting the specifications as required for 1-ton trucks defined below.

1) Requirement:

Six trucks total are required for the for the White Mountain Initial Attack crew.

- a. The White Mountain Crew will require five, 4 x 4, long bed, crew cab trucks.
- b. The White Mountain Crew will require one, 4 x 4, crew cab truck, with high-top, Walk in utility body, Knapheide KUVCC (one truck total).

2) Truck Specifications:**a. Crew cab pick-up:**

- i. Five, 4 x 4, 1 ton, 6 passenger, crew cab trucks;
- ii. Diesel, long beds with bed liner;
- iii. Matching BF Goodrich All-Terrain KO2 all-terrain/all-season, 10 ply, off-road tires with less than 25% wear, no weather cracks;
- iv. All trucks must have an automatic transmission;
- v. The State requires that all trucks offered are not older than three years and have less than 50,000 miles;
- vi. There is no make/model preference, but the State requires that trucks supplied are the same make/model and year. The intent is to provide for consistent operations and

uniformity within each crew structure (example -5 each Dodge Ram 3500 assigned to the White Mountain Crew);

- vii. There is no color preference, but the State requires that all five of the long bed trucks be of the same color (example five each RED long bed crew cabs assigned to the White Mountain Crew);
- xiv. All trucks must be equipped with WeatherTech or DOF project manager approved seat covers on all seats;
- viii. All trucks must be equipped with WeatherTech or equivalent heavy-duty floor mats;
- xv. All trucks must have a supplied, and mounted 2 lb. fire extinguisher;
- ix. All trucks must be equipped with a 1000-watt hard-wired power inverter;
- x. All trucks must be equipped with A Class 5 tow hitch with 2.5-inch receiver;
- xi. A spare set of keys are to be provided to the Division of Forestry and Fire Protection, Fairbanks at the time of delivery.

b. Utility truck:

- i. One, 1 ton, 6 passenger, crew cab.
- ii. The truck shall be equipped with Dual Rear Wheels (DRW);
- iii. Matching BF Goodrich All-Terrain KO2 all-terrain/all-season, 10 ply, off-road tires with less than 25% wear, no weather cracks;
- iv. The truck shall be equipped with one-piece high-top, walk in, utility body, Knapheide KUVCC, or DOF project manager approved equivalent. The utility body must be equipped with locking compartments and locking cargo doors to secure the cargo area. Each utility body shall have no less than three locking storage compartments on either side.
- v. The truck shall have an automatic transmission;
- vi. The State requires the truck offered shall not be older than three years and have less than 50,000 miles. However, trucks with over 50,000 miles may be considered if trucks with less than 50,000 miles are not available pending inspection and approval from the DOF project manager;
- vii. There is no make/model preference, but the State requires that trucks supplied are the same make/model and year;
- viii. There is no color preference for the utility body, but the utility body-color shall match the chassis/cab color, and it is preferable that this truck's color matches the other five;
- xv. The truck must be equipped with WeatherTech or DOF project manager approved seat covers on all seats;
- ix. The truck must be equipped with WeatherTech or equivalent heavy duty floor mats.

- x. The truck must have a supplied, and mounted 2 lb. fire extinguisher;
- xi. The truck must be equipped with a 1000-watt hard-wired power inverter.
- xvi. The truck must be equipped with a Class 5 tow hitch with 2.5-inch receiver;
- xii. A spare set of keys are to be provided to the Division of Forestry and Fire Protection, Fairbanks at the time of delivery.

3) Maintenance

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

4) Period of Performance

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

(b) OWNERSHIP

All trucks offered to the Division of Forestry and Fire Protection must be currently registered with the Alaska Division of Motor Vehicles in the name of the bidder or be leased by the Contractor. The rates established in this contract shall apply to all trucks owned or leased by the Contractor and the Contractor is not allowed to offer any trucks 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, trucks would be allowed to be registered in the name of the subcontractor as long as documentation is provided to the State that clearly shows the commitment by the subcontractor to be bound by the terms and conditions of the contract between DNR and the successful bidder(s). The successful bidder must submit the names of their subcontractors within five days of the request by the State. The terms and conditions of the contract between DNR and the successful bidder will apply to all trucks rented to the State whether owned by the successful bidder or the successful bidder's subcontractor.

(c) DRIVERS

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

(d) WEAR AND TEAR

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

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

- (i) Brush scratches on the body of the truck, bumpers, and trim;
- (ii) Punctures, tears, or destruction of tires and/or sidewalls due to rocks or sticks common to the working environment;
- (iii) Wear on the paint on the inner and outer surfaces of the truck, top, sides, rails, and tailgate, including chips from flying rocks and minor bumps and dents;
- (iv) Clogged air filters and oil filters from dust;
- (vi) Smoke smell from burning wildfire; and
- (vii) Surface chips, and scratches to windshields, window glass, headlights/taillights, and mirrors.

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

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

For equipment furnished under the Contract, the Division of Forestry and Fire Protection 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 and Fire Protection employee(s) while acting within the scope of their employment.

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

(e) TIRES AND TIRE REPLACEMENT

In the event a tire has to be replaced, the Division of Forestry and Fire Protection 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 and Fire Protection will then bill the cost of the tire back to the vendor.

(f) TRUCK INSPECTION

Prior to acceptance of any truck for contract use, the truck shall be inspected by the State to determine that it meets all the terms, conditions and specifications set forth herein. The truck shall be safe (brakes, tires, headlights, turn indicators, etc.), in good mechanical condition. At the time of pre-use inspection, all truck tires must have a minimum tire tread depth of 6/32 inches. Trucks shall also be equipped with a spare tire, wheel wrench and jack.

Trucks that fail the inspection or fail to comply with applicable laws such as ownership/registration shall be rejected. Equipment may be re-inspected after repairs or other reasons for the failed inspection are corrected. Division of Forestry and Fire Protection will only re-inspect each truck one time.

(g) CLEANLINESS AND FUEL

All trucks 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 and Fire Protection will return the trucks 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 truck is not returned clean on the interior and washed on the exterior and windshield washer fluid reservoir full, a \$50.00 cleaning charge may be billed to the State. If the fuel tank is not filled, the Contractor may invoice the Division of Forestry and Fire Protection at the commercial rental car rate for fuel less all state and local taxes. The Contractor must fully document with pictures all trucks returned unclean and submit documentation with the cleaning invoices.

(h) REQUIRED MANUALS AND HARDWARE

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

(i) INVOICES

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

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

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

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

(j) CLAIMS

Claims settlement is Area specific and remains the incident's Area office responsibility. Claims will be settled in accordance with the Alaska Incident Business Management Handbook. Claims of \$5,000.00 or more are processed through the DNR Procurement Officer and contractors should contact the DNR Procurement Officer for assistance. If claims of less than \$5,000.00 are not settled within the designated timeframe the Contractor should notify the Area Forester.

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

(k) CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE

The Contractor, at the Contractor's sole expense, shall maintain adequate public liability and property damage insurance during the term of this contract, insuring the Contractor against all claims for injury or damage.

The Contractor shall maintain Worker's Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

The State shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the State shall be indemnified and saved harmless against claim for damage or injury in such cases.

(l) DRIVER RESPONSIBILITIES

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

- (i) by a driver who is under the influence of alcohol or any prohibited drugs;
- (ii) for any illegal purpose;
- (iii) to push or tow another vehicle unless the vehicle is equipped for towing and is specified in the rental agreement;
- (iv) to carry passengers or property for hire;
- (v) in a test, race or contest;
- (vi) by an unlicensed driver;
- (vii) by a person other than an authorized driver or passenger with the minimum driver requirements;
- (viii) outside of the United States except where such use is specifically authorized by the contract;
- (ix) by a driver who allows more passengers to occupy the vehicle than there are seatbelts or who does not require all passengers to comply with applicable seatbelt laws;
- (x) by a driver who is under 18 years of age;
- (xi) by a driver or occupant who is smoking;
- (xii) by a driver who obtained the vehicle through fraud or misrepresentation; or
- (xii) by a driver who intentionally caused the damage to or loss of the vehicle.

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

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

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

(j) LIABILITY FOR RENTAL VEHICLE

For equipment furnished under the Contract, the Division of Forestry and Fire Protection 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 and Fire Protection employee(s) while acting within the scope of their employment. In addition to the Driver Responsibilities listed in this ITB, this includes one or more of the following:

- (i) Operation of the truck by a driver who contributed to the accident and/or damage while such person was (and has been adjudged by the courts to have been) under the influence of alcohol (in excess of the legal limits) or any illegal non-prescription drug;
- (ii) Operation or use of the truck for any intentionally illegal purpose.

Notwithstanding the above, drivers shall not smoke in Contractor's trucks, and the Contractor may reasonably charge the State for any smoking damages caused by a driver or driver's passengers in the truck while in the driver's possession. In this instance the Contractor can directly bill the State a reasonable cost for the cleaning without the need to file a claim.

The Contractor shall not charge the State or driver any collision or loss damage waiver fee for a truck 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 truck except for normal wear and tear as defined within the contract. Claims will be settled as specified in this ITB.

Under no circumstances will the Contractor charge, or the State be obligated to pay, any special, incidental, or consequential damages as part of a claim filed by the Contractor. This includes but is not limited to loss of use fees, downtime, loss of revenue, diminished value, administrative expenses, costs to obtain required quotes, and any other fees, charges, or costs associated with the claim or filing the claim.

(k) PROPERTY IN THE VEHICLE

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

SEC. 2.10 F.O.B. POINT

The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the Contractor until the items have been delivered to their final destination and are accepted by the State.

The cost of shipping and delivery within Alaska is to be included in the bid price. There will be no additional charge for shipping and delivery within Alaska. trucks shall be delivered to:

FOB Point for DOF Palmer Facility 101 Airport Road Palmer Alaska 99645

FOB point for DOF Fairbanks Facility Airport Way, Fairbanks, Alaska, 99709.

SEC. 2.11 SHIPPING DAMAGE

The State will not accept or pay for damaged goods. The Contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the Contractor with written notice when damaged goods are received. The State will deduct the cost of the damaged goods from the invoice prior to payment. The Contractor must file all claims against the carrier(s) for reimbursement of the loss.

SEC. 2.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 2.13 CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of a contract resulting from this ITB, the Contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

SEC. 2.14 ESTIMATED QUANTITIES

The quantities referenced in this ITB are the State's estimated requirements and may vary more or less from the quantities actually purchased. The State does not guarantee any minimum or maximum purchase. Orders will be issued throughout the contract period on an as-needed basis.

SEC. 2.15 INDEMNIFICATION

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

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

SEC. 2.16 INSURANCE

Without limiting the Contractor's indemnification, it is agreed that the Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

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

Proof of insurance is required for the following:

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

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

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

- Contract number and title;
- Identification of the billing period;
- An itemized listing of deliverables and charges for the invoiced period;
- Total amount billed;
- Date invoice was submitted for payment;
- Entity name, contact information, and Alaska vendor number.

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

SEC. 3.02 PAYMENT FOR STATE PURCHASES

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

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

<https://www.commerce.alaska.gov/web/portals/4/pub/APP/00ApplicationOfPreferences2017.pdf>

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

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Bidders must attach a copy of their certification letter to the proposal. **A bidder's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;

- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a Limited Liability Company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

SEC. 4.04 ALASKA VETERAN PREFERENCE

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

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

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other State agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the State to disallow the preference.

SEC. 4.05 EMPLOYMENT PROGRAM PREFERENCE

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

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

SEC. 4.06 ALASKANS WITH DISABILITIES PREFERENCE

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

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

SEC. 4.07 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the state to disallow the preference.

SEC. 4.08 EXTENSION OF PRICES

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

SEC. 4.09 METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder based on Lot 1 and Lot 2. In order to be considered responsive, bidders must bid on all items within each lot.

SEC. 4.10 NOTICE OF INTENT TO AWARD

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the State's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement officer does so without a contract and at their own risk.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

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

SEC. 5.02 AUTHORITY

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

SEC. 5.03 COMPLIANCE

In the performance of a contract that results from this ITB, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

SEC. 5.04 SUITABLE MATERIALS, ETC.

Unless otherwise specified in this ITB, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model, or crop and of recent manufacture.

SEC. 5.05 SPECIFICATIONS

Unless otherwise specified in this ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

SEC. 5.06 ORDER DOCUMENTS

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. Unless otherwise specified in this ITB, the State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

SEC. 5.07 HUMAN TRAFFICKING

By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>.

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

SEC. 5.08 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

SEC. 5.09 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.10 DISCLOSURE OF BID CONTENTS

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

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be Confidential Business Information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 5.11 ASSIGNMENTS

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

SEC. 5.12 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

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

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

SEC. 5.13 DEFAULT

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

SEC. 5.14 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.

SEC. 5.15 SEVERABILITY

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

SEC. 5.16 CONTRACT CANCELLATION

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

SEC. 5.17 GOVERNING LAW; FORUM SELECTION

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by Section 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 5.18 SOLICITATION ADVERTISING

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

SEC. 5.19 QUALIFIED BIDDERS

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

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

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

SEC. 5.20 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The Contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the Contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The Contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the procurement officer.

- **State's Ability to Make Changes:** The State reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 5.21 PROTEST

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

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

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

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

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

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

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

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

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

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Standard Contract Form for Goods and Non-Professional Services - Appendix A, General Conditions;
- 2) Certification Of Entitlement To The Alaska Bidder Preference;
- 3) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;
- 4) Bid Schedule Lot 1 - Palmer Area;
- 5) Bid Schedule Lot 2 - Fairbanks Area.

ATTACHMENT 1

STANDARD CONTRACT FORM

Goods and Non-Professional Services

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code Internal Use Only	4. Agency Appropriation Code Internal Use Only
5. Vendor Number	6. IRIS Document ID #	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of Natural Resources		Division	Hereafter the State, and
9. Contractor		Hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Contract:</p> <p>2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the scope of work/services to be performed by the Contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>XXXX</u>, and ends <u>XXXX</u>. There are no renewal options for this contract.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the Contractor shall pay the State a sum not to exceed <u>\$XXXX</u> in accordance with the provisions of Appendix D.</p> <p>4.2 When submitting payment to the State, the Contractor shall refer to the Agency Contract Number and send the payment to:</p>			
11. Department of Natural Resources		Attention: Division of	
Mailing Address		Attention:	
12. CONTRACTOR		13. CONTRACTING AGENCY	
Name of Firm		Department/Division Natural Resources, Division of Shared Services	
Signature of Authorized Representative		Signature of Procurement Officer	
Typed or Printed Name of Authorized Representative		Typed or Printed Name of Procurement Officer	
Date		Date	

NOTICE: This contract has no effect until signed by the contracting agency.

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 reasonable requires.

2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies, or equipment offered by the Contractor shall be new, unused, and of the latest edition, version, model, or crop and of recent manufacture.

3. Disputes:

If the Contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620-AS 36.30.632.

4. Default:

In case of default by the Contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the Contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. No Assignment or Delegation:

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

The Contractor and any agents and employees of the Contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

8. Payment of Taxes:

As a condition of performance of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

9. Compliance:

In the performance of this contract, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits, and bonds.

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the Contractor may seek to add. The Contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The Contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the Contractor for acts of Contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

Contractor must comply with all applicable federal or state laws regulating ethical conduct of public officers and employees.

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

15. Contract Extension:

Unless otherwise provided, the State and the Contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 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.

ATTACHMENT 2

CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

I am the offeror or a duly authorized agent of the offeror, and I certify that the offeror is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the offeror, and which could affect the award of the Informal Request for Proposals to the offeror's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference:

- 1) As of the deadline for receipt of the bids, the offeror possesses a valid Alaska business license in any one of the following forms:
 - a copy of an Alaska business license;
 - certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
 - a canceled check for the Alaska business license fee;
 - a copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; *OR*
 - a sworn notarized affidavit that the offeror has applied and paid for the Alaska business license.
- 2) In addition to holding a current Alaska business license prior to the deadline for receipt of proposals, the offeror:
 - (a) is submitting a bid for goods or services under the name appearing on the offeror's current Alaska business license;
 - (b) has maintained a place of business within the state staffed by the offeror, or an employee of the bidder, for a period of six months immediately preceding the date of the proposal;
 - (c) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state, is a Limited Liability Company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; *AND*
 - (d) if a joint venture, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

Signature of Bidder or Bidder's Authorized Agent

Date

Printed Name

ATTACHMENT 3
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

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

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

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

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

Name of Representative: _____.

Title of Representative: _____.

Signature: _____.

Date: _____.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number _____ or the Cage Code _____.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving federal funds. Failure to do so will result in cancellation of the contract.

INSTRUCTIONS FOR CERTIFICATION

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

ATTACHMENT 4

BID SCHEDULE

LOT 1 – PALMER AREA

Bidders are to submit their bid using this Bid Schedule. Bid prices are to remain firm for the duration of the contract and are to include all costs associated with providing required goods, including, but not limited to, direct expenses, insurance, maintenance, airport access fees, taxes, payroll, supplies, equipment, overhead, and profit. The Total Bid Costs, Lot 1 amount shown on this form is the cost that will be used for evaluation and award purposes under this ITB. Bidders that fail to complete this bid schedule shall be considered non-responsive and their bids rejected.

With the exception of payment for vehicles returned that do not meet the cleanliness and fuel provisions of this ITB, the State will not be billed for or pay any costs, charges, or fees above the rates shown on this bid schedule.

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

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

LOT 1, PALMER AREA

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

Brand and Model Offered: _____

Year 1 – Monthly price per ¾-ton truck \$_____ Extended Price (10 trucks x monthly price x five months) \$_____ per year.

Year 2 – Monthly price per 1-ton truck \$_____ Extended Price (10 trucks x monthly price x five months) \$_____ per year.

Year 3 – Monthly price per 1-ton truck \$_____ Extended Price (10 trucks x monthly price x five months) \$_____ per year.

Year 4 – Monthly price per 1-ton truck \$_____ Extended Price (10 trucks x monthly price x four months) \$_____ per year.

Year 5 – Monthly price per 1-ton truck \$_____ Extended Price (10 trucks x monthly price x five months) \$_____ per year.

EXTENDED TOTAL COST FOR LOT 1, ITEM 1, YEARS 1 THROUGH 5: \$_____.
(add extended price totals for Years 1 through Year 5)

ITEM 2 – Two Crew-cab trucks with high-top walk-in utility boxes and locking compartments as specified within this ITB.

Brand and Model Offered: _____

Year 1 – Monthly price per ¾-ton truck \$_____ Extended Price (two trucks x monthly price x five months) \$_____ per year.

Year 2 if needed – Monthly price per 1-ton truck \$_____ Extended Price (two trucks x monthly price x five months) \$_____ per year.

Year 3 if needed – Monthly price per 1-ton truck \$_____ Extended Price (two trucks x monthly price x five months) \$_____ per year.

Year 4 if needed – Monthly price per 1-ton truck \$_____ Extended Price (two trucks x monthly price x five months) \$_____ per year.

Year 5 if needed – Monthly price per 1-ton truck \$_____ Extended Price (two trucks x monthly price x five months) \$_____ per year.

EXTENDED TOTAL COST FOR LOT 1, ITEM 2, YEARS 1 THROUGH 5: \$_____.
(add extended price totals for Years 1 through Year 5)

TOTAL BID COST FOR LOT 1, ITEMS 1 AND 2: \$_____.
(add extended cost totals for Item 1 and Item2)

1. The first six vehicles for the Pioneer Peak Hotshots crew are required by April 01, each year.

a. Can you meet this delivery date? (Circle one) YES NO

b. If not, what is your guaranteed delivery date: _____.

2. The second six vehicles for the Gannett Glacier Initial Attack crew are required by April 01, each year.

a. Can you meet this delivery date? (Circle one) YES NO

b. If not, what is your guaranteed delivery date: _____.

BIDDER INFORMATION

Company Name: _____

Physical Address: _____

Mailing Address: _____

Company Website: _____

Contact Name: _____

Contact Telephone Number: _____

Contact Email Address: _____

Signature of Authorized Agent: _____

PREFERENCE CERTIFICATION.

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

ATTACHMENT 5 BID SCHEDULE LOT 2 – FAIRBANKS AREA

Bidders are to submit their bid using this Bid Schedule. Bid prices are to remain firm for the duration of the contract and are to include all costs associated with providing required goods, including, but not limited to, direct expenses, insurance, maintenance, airport access fees, taxes, payroll, supplies, equipment, overhead, and profit. The Total Bid Costs, Lot 2 amount shown on this form is the cost that will be used for evaluation and award purposes under this ITB. Bidders that fail to complete this bid schedule shall be considered non-responsive and their bids rejected.

With the exception of payment for vehicles returned that do not meet the cleanliness and fuel provisions of this ITB, the State will not be billed for or pay any costs, charges, or fees above the rates shown on this bid schedule.

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

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

LOT 2, FAIRBANKS AREA

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

Brand and Model Offered: _____

Year 1 – Monthly price per $\frac{3}{4}$ -ton truck \$_____ Extended Price (five trucks x monthly price x five months) \$_____ per year.

Year 2 – Monthly price per 1-ton truck \$_____ Extended Price (five trucks x monthly price x five months) \$_____ per year.

Year 3 – Monthly price per 1-ton truck \$_____ Extended Price (five trucks x monthly price x five months) \$_____ per year.

Year 4 – Monthly price per 1-ton truck \$_____ Extended Price (five trucks x monthly price x five months) \$_____ per year.

Year 5 – Monthly price per 1-ton truck \$_____ Extended Price (five trucks x monthly price x five months) \$_____ per year.

EXTENDED TOTAL COST FOR LOT 2, ITEM 1, YEARS 1 THROUGH 5: \$_____.
(add extended price totals for Years 1 through Year 5)

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

Brand and Model Offered: _____

Year 1 – Monthly price per $\frac{3}{4}$ -ton truck \$_____ Extended Price (one truck x monthly price x five months) \$_____ per year.

Year 2 – if needed Monthly price per 1-ton truck \$_____ Extended Price (one truck x monthly price x five months) \$_____ per year.

Year 3 – if needed Monthly price per 1-ton truck \$_____ Extended Price (one truck x monthly price x five months) \$_____ per year.

Year 4 if needed – Monthly price per 1-ton truck \$_____ Extended Price (one truck x monthly price x five months) \$_____ per year.

Year 5 if needed – Monthly price per 1-ton truck \$_____ Extended Price (one truck x monthly price x five months) \$_____ per year.

EXTENDED TOTAL COST FOR LOT 2, ITEM 2, YEARS 1 THROUGH 5: \$_____.
(add extended price totals for Years 1 through Year 5)

TOTAL BID COST FOR LOT 2, ITEMS 1 AND 2: \$_____.
(add extended cost totals for Item 1 and Item2)

1. These vehicles for the White Mountain Initial Attack crew are required by April 13, each year.

a. Can you meet this delivery date? (Circle one) YES NO

b. If not, what is your guaranteed delivery date: _____.

BIDDER INFORMATION

Company Name: _____

Physical Address: _____

Mailing Address: _____

Company Website: _____

Contact Name: _____

Contact Telephone Number: _____

Contact Email Address: _____

Signature of Authorized Agent: _____

PREFERENCE CERTIFICATION.

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