

STATE OF ALASKA INVITATION TO BID (ITB)



ITB 2025-1000-0240 AS-NEEDED PRE-COMMERCIAL THINNING, AND SILVICULTURE SERVICES

ISSUED JANUARY 3, 2025

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 if you desire to receive notification of subsequent amendments to the solicitation.

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 must be 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 state and federal government;
 - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal 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.

DEPARTMENT OF NATURAL RESOURCES SUPPORT SERVICES DIVISION	
PROCUREMENT OFFICER: Shawn M. Olsen	COMPANY SUBMITTING BID
PHONE: 1 (907) 269-8687 EMAIL: shawn.olsen@alaska.gov	AUTHORIZED SIGNATURE
	PRINTED NAME
	DATE

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Natural Resources, Division of Forestry & Fire Protection is soliciting bids for a qualified contractors to provide as-needed pre-commercial thinning, and silviculture services in remote locations in Southeast Alaska. All bidders meeting the Prior Experience and Minimum Requirement in Sec. 1.04 will be awarded a contract from this ITB. The bidder with the lowest cost will be awarded the Task Order associated with Section 2.02 Representative Project.

SEC. 1.02 BUDGET

The Department of Natural Resources, Division of Forestry & Fire Protection, estimates a budget of **\$3,000,000.00** for completion of future projects. Bids priced at more than **\$211,000.00** for the Representative Project will be considered non-responsive.

The services are as-needed, and the budget amount is an estimate only and does not represent a work commitment. When there is a need for pre-commercial thinning and/or silviculture services, and funds become available the Project Manager will email the Term Contractors a Task Order solicitation, which will provide a defined scope of work, specific deliverables, deliverable due dates, and other important solicitation requirements and/or instructions. The State does not guarantee a minimum or maximum number of services to be provided or dollar amount to be spent under any contract resulting from this ITB.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **February 14, 2025**, at which time they will be publicly opened. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE AND MINIMUM REQUIREMENTS

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

- **The bidder must not have had a contract terminated for cause by the State within the last three years.**
- **At least three years of experience in silvicultural practices and pre-commercial thinning services in remote locations, with a crew that can:**
 - **determine tree species, and gauge tree health,**
 - **accurately leave residual trees to a desired tree/acre count, and**

- **Knowledge of fire protection, and able to maintain firefighting tools in the operating area.**
- **At least three years of experience in professional silviculture services in remote locations.**

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

Bidder must certify that they meet the Prior Experience and Minimum Requirements in Attachment 5, Bid Submission Cover Sheet.

SEC. 1.05 REQUIRED REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the Procurement Officer at least 10 days before the deadline for receipt of bids. This will allow time for an addendum 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. 1.06 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 **February 04, 2025**, by **2:00 PM** Alaska Time.

Procurement Officer: **SHAWN M. OLSEN** – Phone 1 (907) 269-8687 –TDD/TTY: 711 (Alaska Relay); Email: shawn.olsen@alaska.gov.

SEC. 1.07 SITE INSPECTION

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions, and specifications of this ITB. The site may be inspected by contacting **MARK BARRY** at mark.barry@alaska.gov.

This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this ITB or the terms, conditions, and specifications of this ITB. Any questions potential bidders have must be directed to the Procurement Officer as required in Section 1.05.

SEC. 1.08 RETURN INSTRUCTIONS

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. Like providing 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 bids.

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
Support Services Division
Attention: **SHAWN M. OLSEN**
Invitation to Bid (ITB) Number: 2025-1000-0240
ITB Title: AS-NEEDED PRE-COMMERCIAL THINNING, AND SILVICULTURE SERVICES
550 W 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. 1.09 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>. Bidders who are not enrolled prior to award of a contract will be notified by the Procurement Officer. Failure of a bidder to enroll in the IRIS database will delay award of the contract and may delay issuance of contract work.

SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the Procurement Officer no later than 10 days prior to the closing of the bid to make any necessary arrangements.

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 ADDENDUMS TO THE ITB

If an addendum is issued before the deadline for receipt of bids, the addendum will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the addendum 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 OPN.

SEC. 1.13 ITB SCHEDULE

The ITB schedule below 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	N/A	January 03, 2025
Deadline for Receipt of Questions	2:00 PM	February 04, 2025
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	February 14, 2025
ANTICIPATED Bid Evaluations Complete	N/A	February 14, 2025
ANTICIPATED Notice of Intent to Award	N/A	February 17, 2025
ANTICIPATED Contract Issued	N/A	March 01, 2025

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 PRE-BID CONFERENCE/TELECONFERENCE

Not applicable for this ITB.

SEC. 1.15 SUPPORTING INFORMATION

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, may cause the State to consider the offer non-responsive and reject the bid.

SEC. 1.16 ALTERNATE BIDS

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

SEC. 1.17 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 must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION

SEC. 2.01 SCOPE OF WORK

The Department of Natural Resources, Division of Forestry & Fire Protection, is soliciting bids for as-needed pre-commercial thinning and silviculture services in remote locations in Southeast, Alaska. Silviculture practices include, but are not limited to, pre-commercial thinning, slash treatment, weed control, tree planting, tree pruning, and tree removal. The Division of Forestry and Fire Protection will designate the lands on which silviculture practices are to occur. Future Task Order solicitation for silviculture services will prescribe more specific detail in the scope of work.

Prior to starting any work, the Contractor will provide a work plan and budget detailing all costs.

(a) PREWORK MEETING

After award of contract and prior to commencement of work, a pre-work meeting will be held at the Division of Forestry & Fire Protection's Office in Ketchikan, Alaska, or at some other mutually agreeable location. The Contractor or an authorized representative of the Contractor must attend this meeting. The parties to the contract will discuss the project, the contract terms, conditions, completion date, and the operating plan, which will be submitted by the Contractor to the state Project Manager.

(b) OPERATING PLAN

The Contractor shall, at the pre-work meeting or within 10 calendar days prior to the expected work commencement date, prepare and submit to the State for approval a practicable operating plan. No work can proceed until written authorization is obtained from the State. Authorization will be given after the State receives, reviews and accepts the operating plan.

- (i) The plan will detail, as a minimum, the dates on which the Contractor intends to start work, the order in which the Contractor plans to perform the work, the expected rate of progress per day, the planned number of calendar days until completion of 25%, 50%, 75% and 100% of the unit acreage. Failure to satisfactorily complete work within the timeframes submitted in the operating plan will be defined as unsatisfactory progress under this contract. In addition, the plan must show any plans for subcontracting, and the names and brief experience of all workers. If the Contractor fails to submit an operating plan within the time prescribed, the State shall withhold authorization of contract commencement until the Contractor submits the required operating plan.
- (ii) In the event of an allowable work stoppage exceeding 90 days in length, the Contractor shall submit an additional operating plan for the remaining portion of the item yet to be completed. All requirements of the original operating plan must be detailed in the supplementary operating plan as well. The State must approve the supplementary operating plan prior to the Contractor commencing operations after an allowable work stoppage.

(c) SELECTION OF LEAVE TREES

- (i) The Contractor shall identify leave trees using the criteria as ordered in ‘Leave Tree Criteria.’ Leave trees shall not be pruned or damaged.
- (ii) Leave and excess trees are unmarked. The State reserves the right to designate leave trees in any portion of the work area.

(d) LEAVE TREE CRITERIA

- (i) The first criterion for the selection of leave trees shall be the spacing, the second criterion shall be health and form, the third species, and fourth shall be height.
- (ii) Leave trees shall be selected by examining the availability of the best tree in terms of health and form, within the spacing limitations. If trees of different species have comparable form and vigor, then the Contractor shall select the leave trees based on the order of preference in (vi) of this section. Finally, the tallest tree within that group shall be selected and retained as the leave tree. If at any time one of these criteria is not met, then the examination and selection process shall start over with the next closest tree in terms of priority.
- (iii) Leave trees shall be spaced as specified for each unit in this contract. Leave trees shall not be closer or farther than the specified distance to another leave tree, unless there are no other acceptable leave trees. The specified leave tree spacing distance may vary by up to 40 percent (e.g., plus or minus 5.2 feet variation with 13' X 13' spacing). This spacing variation is permitted due to the inherent variability of natural tree spacing so that the most desirable tree can be left. However, spacing control as close as possible to the desired spacing shall be maintained, and the number of leave trees per acre shall not be increased or decreased more than 10%.
- (iv) Except for alders, all trees with a DBH of 5 inches or greater shall be retained and will not be considered as either excess trees or as leave trees beyond the one needed to make spacing requirements.
- (v) Tree health and form shall be used after spacing. Healthy leave trees do not have evidence of disease or insects. Healthy trees are usually obvious by the absence of brown foliage, swollen irregular branching (mistletoe), fluting or animal or mechanical damage to stems and branches. Animal or mechanical damage to the stem or branches will not be allowed in leave trees. Trees with desirable form shall have one straight main stem without multiple tops.
- (vi) Cedar (Alaska yellow, western red) shall be the first choice for leave tree species. Sitka spruce shall be the second choice. Western or mountain hemlock shall be the third choice. No other species shall be a leave tree.
- (vii) The tallest trees meeting all previous characteristics shall be selected as leave trees.

(e) CUTTING SPECIFICATIONS FOR EXCESS TREES

- (i) Excess trees over 2 feet in height shall be cut. Excess trees with a DBH less than 5 inches shall be cut below the lowest live branch or no higher than four inches above a natural obstacle. Stump height shall be less than 12". Excess trees will be completely severed from the stump. Pruning of live branches to increase the height of the severing cut or stem girdling will not be permitted.
- (ii) Excess alder trees with a stump diameter greater than 7 inches may be cut or girdled only if badly damaged, scarred or deteriorating. All trees within 50 feet of the road edge shall be cut, not girdled. Girdling shall consist of two saw cuts not less than two inches apart. Each cut shall have one quarter inch minimum width, one half inch minimum depth, shall completely sever the cambium layer around the entire tree and must be below the lowest live limb.
- (iii) All live alder 50 % or greater in height than the crop tree canopy shall be cut or girdled if over 7" DBH.

(f) SLASH TREATMENT

Excess trees that are cut shall not be left leaning against a leave tree. The Contractor shall immediately remove slash that results from thinning operations in the following areas:

- (i) Slash on roads, which are identified on the contract map, and the associated ditches and uphill cut banks,
- (ii) Slash located in a stream, or within 5 horizontal feet of the upper bank of a stream,
- (iii) Slash on or within 10 horizontal feet of all culverts and bridges,
- (iv) Slash on or within 5 horizontal feet of survey monuments or property corners.

Removal of this slash means to remove it from these immediate areas and place it where it will not re-enter the above stated areas.

(g) STATE INSPECTION AND ACCEPTANCE

The State will have an authorized agent who will inspect work quality and quantity. If inspections reveal unsatisfactory contract performance as defined in this contract, the State will notify the Contractor in writing of the unsatisfactory work quality and/or quantity. The Contractor, or Contractor's designated representative, is encouraged to observe the inspection and shall receive written inspection reports upon request.

Sufficient plots within each area will be measured by the State so at least 0.5% (1/2 of 1 %) of the thinned acreage is inspected.

Plots will be randomly located and identified with plastic flagging. Inspections will be made using fixed radius plots of 1/50th acre with a radius of 16.65 feet.

The State Project Manager shall record the following information for each plot:

- (i) Unit and plot number,
- (ii) Number of leave trees which should have been left,
- (iii) Number of leave trees per plot,
- (iv) Number of excess or deficient trees,
- (v) Number of acceptable leave trees.

(h) QUALITY OF WORK CALCULATION

Work quality will be calculated from field data collected as listed in ‘State Inspection and Acceptance’ for each unit. The formula that will be used to calculate thinning work quality is as follows:

$$1 - \left\{ \frac{\text{Number of Excess Trees} + \text{Number of Deficient Trees}}{\text{Number of Leave Trees Which Should Have Been Left}} \right\} \times 100 = \% \text{ Thinning Quality}$$

Example: 10 plots established for a total of 50 leave trees which should have been left. One tree is found deficient and two trees in excess.

$$1 - (3/50) \times 100 = 94.0\% \text{ Thinning Quality}$$

(i) INSPECTIONS

Authorized agents of the State shall have access to the contract area at all times.

- (i) At all times when pre-commercial thinning operations are in progress, the Contractor shall have a representative readily available to the area of operations who will be authorized to receive, on behalf of the Contractor, any notices and instructions given by authorized State personnel in regard to performance under this contract, and to take such action thereon as is required by the terms of this contract. The State shall perform inspections and tests in a manner that will not unduly delay the work.
- (ii) If any of the services are in noncompliance with contract requirements, the State, in writing, may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by rework, the State shall;
 - 1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements,

- 2) reduce the contract price to reflect the reduced value of the services performed or withhold payment for the area in noncompliance [see Section 3: Basis of Payment,
- (iii) If the Contractor fails to promptly perform the services again as directed in writing, or to take the necessary actions to ensure future performance shall be in compliance with contract requirements, the State shall;
- 1) by contract or otherwise, satisfactorily complete the services and charge to the Contractor any cost incurred by the State that is directly related to the performance of such service, or;
 - 2) terminate the contract.

(j) UNSATISFACTORY WORK

The State agent shall notify the Contractor in writing if an inspection reveals unsatisfactory contract performance. Future performance must be raised to acceptable standard, or the contract shall be in default and the contract may be terminated.

- (i) The State agent shall notify the Contractor in writing if an inspection reveals unsatisfactory contract performance. Unsatisfactory Work will be considered either a failure in performance quality, quantity or both. Future performance must be raised to meet or exceed the specifications outlined herein as well as the progress agreed to in the Operating Plan or the Contractor will be in default and the State shall terminate the contract.
- (ii) When work quality is less than 80% and the State determines that work quality can be increased by reworking an area, the Contractor must rework the area. No other area within the unit shall be worked on until a failed inspection area is satisfactorily completed. Rework shall continue until the work quality for the item increases to at least 80%, or until the State determines the work quality cannot be increased with additional work. Failure to complete rework to the State's satisfaction will be considered default and the State shall terminate the contract.
- (iii) If, in the judgment of the State, the Contractor falls behind the approved schedule outlined in the Operating Plan, the Contractor shall take those steps necessary to attain satisfactory progress, including those that may be required by the State, without additional cost to the State. In this circumstance, the State shall require the Contractor to submit for approval a supplementary operating plan or plans detailing how the approved rate of progress will be gained. If the Contractor is unable to progress satisfactorily according to the supplementary operating plan, the State shall consider the Contractor in default and the State shall terminate the contract.

- (iv) Failure of the Contractor to comply with the requirements of the State under this Section will be grounds for a determination by the State that the Contractor is not making satisfactory progress towards contract completion within the time specified in the contract or the operating plan. Upon making this determination, the State shall terminate the contract, or any separable part of the remaining obligation. At the discretion of the State, payment to the Contractor for work completed at the time of contract termination may be no less than 50% and no more than 80% of the contract value of the acreage worked and identified as “satisfactory work completed” at that time.

(k) COMPLETION OF WORK

The Contractor shall begin work in one location within an item and continue so there is only one enlarging area of completed work. Separate areas within an item will not be inspected until the entire item is completed. The Contractor shall proceed in an orderly manner and once an item is started, unless otherwise approved in advance by the State, must complete that item before starting on other items.

All work under this contract must be performed in a skillful and responsible manner and must be completed by September 1, 2025. The State shall require, in writing, that the Contractor remove from the work area any employee or individual subcontractor that the State deems incompetent, careless, or otherwise objectionable. Failure by the Contractor to comply with such written requirement may result in termination of the contract.

(l) CONTRACTOR’S REPRESENTATIVE

It is required that the Contractor have an authorized representative available on the project during the Contractor's absence and that the representative be able to communicate with DNR. When authorizing a representative, the Contractor shall furnish a copy of the authorization in writing to the State Project Manager. Such authorization shall clearly indicate the name and limitations (if any) of authority of the representative.

(m) ASSIGNMENT OR SUBCONTRACTOR

If using a Subcontractor, the Contractor shall furnish sufficient evidence that the subcontractor is experienced and equipped for such work.

Moreover, the written request shall be specific in indicating which separable, identifiable, and measurable portion of the project is to be subcontracted. Written consent will not be construed as approval of a subcontract but rather an approval to subcontract a specific portion of the project to a specific entity.

(n) NOTIFICATION

The Contractor shall notify the State at least 48 hours prior to leaving the project area for 5 or more consecutive calendar days and notify the State 24 hours prior to returning to the project area. If the Contractor fails to give notice as required under this section, the State shall consider the contract abandoned and will place the Contractor in danger of default and contract termination.

(o) ALTERATION OF DETAILS

The State reserves the right to make, at any time during the contract, minor changes or alterations of the unit boundaries as the State determines to be necessary or desirable. However, the changes or alterations shall not change the character of the work to be done, nor increase the cost thereof unless the cost increase is approved in writing by the Contractor. The Contractor agrees to do the work as changed or altered as if it had been a part of the original contract. Any changes or alterations so made shall not invalidate this contract.

(p) BASIS OF PAYMENT

The State shall make partial payments monthly for thinning that meets the minimum acceptable standards, or at intervals as determined by the State from estimates of work accomplished which meets the minimum acceptable standards of the contract, and;

- (i) Payment shall be based upon quantity and quality of work completed at the time of an inspection. The amount of work completed will be based upon horizontal acreage measurements. Progress payments will be 80% of the amount of satisfactory work completed until the final inspection approves the completion of the entire item.
- (ii) Full payment of 100% of the item price shall be made for work inspected which receives 85% or greater work quality as determined in the inspection procedures.
- (iii) When work quality is between 80% and 85%, the Contractor has the following payment options:
 - 1) If the quality of work is at least 80%, the Contractor can receive payment directly proportional to that inspection result (e.g. 82% work quality would receive 82% of the item bid per acre).
 - 2) If the quality is less than 80%, the Contractor must rework an item/area, so the quality of work is increased to at least 80% to receive partial payment. If the State determines that work quality cannot be increased or has not been reworked to at least 80% quality, then no payment for that area shall be made by the State. If there are no applicable trees within a certain work area, this clause will not apply.
- (iv) If the State finds that satisfactory progress on item completion has not been made during a period when payment is to be made, the State shall retain 50 percent of the amount of the payment until satisfactory progress is achieved.

Funding is limited and the total amount to complete all items may not be available at time of award. The State reserves the right to issue partial or multiple awards.

(q) DEFINITIONS

- **ACRE:** The measure of area used in land measurement equal to 43,560 square feet. Acres in this contract are calculated on a horizontal plane.

- **DAMAGED TREES:** Trees with limb stobs longer than 1/4", trees having cuts into the sap wood that cover a circumference larger than the largest diameter limb on the tree in question, or the removal of the limb collar (cutting too close to the bole of the tree) during the pruning of the limb.
- **DBH: (Diameter at Breast Height)** Diameter of tree trunk measured at a point 4.5 feet above the top of the root collar on the uphill side of the tree.
- **DEFICIENT TREE:** A tree which should not have been cut when a lesser quality tree was available to select as a leave tree, or tree not selected according to the technical specification requirements (such as a tree cut that should have been left to meet spacing/stocking requirements), or a leave tree that is excessively damaged by the prescribed operations (see Damaged Trees above).
- **EXCESS TREE:** A tree which does not meet leave tree specifications and should be cut, for example: a poor-quality tree left which leaves the area over stocked, a tree not completely severed from the stump, a cut tree leaning against a leave tree, and a tree stump with a live limb 4 inches above an obstruction, a tree not girdled if required, or a tree not treated as prescribed.
- **GIRDLING:** A cut through the bark and cambium tissue below the lowest live branch completely encircling the tree trunk for the purpose of killing the excess tree. Girdling will consist of at least two cuts at least 4 inches apart which will each be at least 1/4-inch-wide, and 1 inch deeper than the inner bark depth.
- **ITEM:** A pay item designated on the bid schedule and described by a contract specification.
- **LEAVE TREE:** Any live, healthy conifer tree that is selected or required to be left standing as prescribed in the silviculture operations scope of work.
- **SLASH:** Limbs over one inch in diameter and tree trunks cut as part of this contract.
- **SPACING:** The horizontal distance from the trunk of one leave tree to the trunk of the next nearest leave tree. The distance between leave trees necessary to provide the desired number of leave trees per acre.

SEC. 2.02 REPRESENTATIVE PROJECT

The representative project will require pre-commercial thinning of Cedar (Alaska yellow, western red), Sitka Spruce, and Western Hemlock trees, slash treatment, and related work in compliance with the terms, specifications, and provisions of this ITB. The Contractor shall furnish all labor, equipment, supervision, lodging, transportation, operating supplies, and incidentals needed to complete the work required and defined herein as Terms and Conditions and Additional Terms and Conditions.

FINAL STOCKING AFTER THINNING

<u>Item</u>	<u>Location</u>	<u>Acreage</u>	<u>Final Stocking</u>	<u>Desired Spacing</u>
1	Coffman Cove, Unit 1	91 acres	257 trees/acre	13x13
2	Coffman Cove, Unit 2	120 acres	257 trees/acre	13x13

The Division of Forestry & Fire Protection supplies no estimates of current stocking. To determine stocking and subsequent pre-commercial thinning requirements, potential bidders are encouraged to visit the site and make their own estimates of stocking, as well as logistical requirements and operational constraints for the purpose of bidding.

(I) LOCATION AND ACCESS

The work area is located approximately 3.8 miles west of the community of Coffman Cove, Alaska on the 3030500 Road. Coffman Cove is located on the east coast of Prince of Wales Island (POW). Unit 1 is legally defined as being within Sections 4 and 9, and Unit 2 within Section 4, of T68S, R81E, Copper River Meridian. Access to the work area is by the POW road system.

1) GENERAL DIRECTIONS TO THE WORK AREAS

Turn Northeast onto USFS 3030000 (Coffman Cove Rd) from State Highway FH43 (North Prince of Wales Road). Continue on USFS 3030000 for 17.0 miles towards Coffman Cove. Turn left onto USFS 3030500 and continue 0.7 miles to Unit 1.

Alternatively, turn South onto USFS 3030000 from the community of Coffman Cove. Continue on USFS 3030000 for 2.9 miles. Turn right onto USFS 3030500 and continue 0.7 miles to Unit 1.

Logging spur roads adjacent to the units may be overgrown with brush in places and/or blocked by fallen trees and may not be open for vehicle traffic, although foot or ATV access may be developed. Potential bidders must determine current access condition prior to bidding as well as develop and maintain the necessary access required to perform this work as contracted.

The 3030500 Road is a US Forest Service road and must remain open to other public and authorized users. The Contractor shall not restrict access or use of these roads by others as part of their operations under this contract.

SEC. 2.03 CONTRACT TERM

The length of the contract will be from the date of award, for approximately five years until approximately June 30, 2030.

Other projects under this ITB and resulting contract may be awarded at any time with project-specific work schedules.

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 notice to the Contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the Procurement Officer via a written contract amendment.

SEC. 2.04 CONTRACT TYPE

The resulting contracts will be Master Agreements (MAs) and will be a Term Contracts. The dollar amount shown on the MAs will be the maximum dollar amount to be spent for all services provided under the agreement. The State does not guarantee a minimum or maximum number of services to be provided, or dollar amount to be spent under any contract resulting from this ITB. Future projects will be awarded through Task Order Solicitations using the process set by Sec. 4.14 TASK ORDER SOLICITATION AND DELIVERY ORDER PROCESS.

SEC. 2.05 PAYMENT FOR STATE PURCHASES

No payment will be made until the contract is approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee. Under no conditions will the State be liable for the payment of any interest charges associated with the cost of the contract. The State is not responsible for and will not pay federal, state or taxes. All costs associated with the contract must be stated in U.S. currency.

Payment for agreements under \$500,000.00 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.

SEC. 2.06 ELECTRONIC PAYMENTS

The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). Bidders may review information concerning the EFT process and access the [Electronic Payment Agreement Form for Vendors](https://doa.alaska.gov/dof/vendor.html) at the following link: <https://doa.alaska.gov/dof/vendor.html>. Method of payment is not a factor in the State's determination for award.

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

SEC. 2.07 PROMPT PAYMENT FOR STATE PURCHASES

Not applicable for this ITB.

SEC. 2.08 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 & Fire Protection.

SEC. 2.09 CONTRACT PRICE ADJUSTMENTS

Not applicable for this ITB.

SEC. 2.10 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed, and managed will be in remote locations, in Southeast Alaska, within State forests.

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 appropriate number person(s) to make the necessary number of trip(s) to work location(s). Travel to other locations outside of the designated work location(s) 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. 2.11 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SEC. 2.12 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must identify in the bids the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience **SHALL NOT** be considered in determining whether the bidder meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE AND MINIMUM REQUIREMENTS**.

If a bid with subcontractors is selected, the bidder must provide the following information concerning each prospective subcontractor within five working days from the date of the State's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A bidder's failure to provide this information, within the time set, may cause the State to consider their bid non-responsive and reject it.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 2.13 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.14 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.15 F.O.B. POINT

Not applicable for this ITB.

SEC. 2.16 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. 2.17 EQUIPMENT INSPECTION

Not applicable for this ITB.

SEC. 2.18 NEW EQUIPMENT

Not applicable for this ITB.

SEC. 2.19 REMANUFACTURED/RECONDITIONED EQUIPMENT

Not applicable for this ITB.

SEC. 2.20 LEMON CLAUSE

Not applicable for this ITB.

SEC. 2.21 DISCONTINUED ITEMS

Not applicable for this ITB.

SEC. 2.22 LIQUIDATED DAMAGES

Not applicable for this ITB.

SEC. 2.23 SHIPPING DAMAGE

Not applicable for this ITB.

SEC. 2.24 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 and issued a written contract amendment.

SEC. 2.25 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. 2.26 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. 2.27 ESTIMATED QUANTITIES

The services are as-needed, and the budget amount is an estimate only and does not represent a work commitment. When there is a need for pre-commercial thinning or silviculture services, and funds become available the Project Manager will email the Contractor a Task Order solicitation, which will provide a more defined scope of work, specific deliverables, and deliverable due dates. The State does not guarantee a minimum or maximum number of services to be provided or dollar amount to be spent under any contract resulting from this ITB.

SEC. 2.28 WARRANTY

Not applicable for this ITB.

SEC. 2.29 NONDISCLOSURE AND CONFIDENTIALITY

The Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The Contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. “Reasonable care” means compliance by the Contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The Contractor must promptly notify the State in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the State or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the State to the Contractor or a contractor agent or otherwise made available to the Contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the Contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the Contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable federal or state law, regulation, governmental or regulatory authority, the Contractor may disclose the confidential information after providing the State with written notice of the requested disclosure (to the extent such notice to the State is permitted by applicable law) and giving the State opportunity to review the request. If the Contractor receives no objection from the State, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the Contractor must be provided to the State within a reasonable time after the Contractor's receipt of notice of the requested disclosure and, upon request of the State, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 2.30 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. 2.31 INSURANCE

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

Certificates of Insurance must be furnished to the Procurement Officer prior to beginning work and must provide 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 \$300,000.00 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 \$300,000.00 combined single limit per occurrence.

SECTION 3. BID FORMAT AND CONTENT

SEC. 3.01 BID FORMS

Bidders shall use the front page of this ITB, the Bid Submission Cover Sheet, 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 state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government and certifies that programs, services, and activities provided to the general public on behalf of the State under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, 28 CFR, Part 35, Subpart B 35.130;
- 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 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. 3.02 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

Not applicable for this ITB.

SEC. 3.03 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.

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 to 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:

[Application Of Preferences](#)

- Alaska Military Skills Program Preference – AS 36.30.321(l)
- 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 bids. Bidders must attach a copy of their certification letter to the bid. **A bidder's failure to provide this certification letter with their bid 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

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 or Alaska Military Skills Program questions on the form if not claiming the Alaska Veteran or Alaska Military Skills Program Preferences. 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 \$5,000.00, 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

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 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

An Alaska Military Skills Program Preference of 2%, not to exceed \$5,000.00, will be applied to the price in the bid. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and:

- a) Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- b) has an active partnership with an entity that employs an apprentice through a program described above.

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 Military Skills Program Preference Certification

To receive the Alaska Military Skills Program 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.

In addition, proof of graduation of the qualifying employee from an eligible program as described in AS 36.30.321(l) must be provided to the Procurement Officer at time of bid submission. Bidders must provide clarification or additional information requested by the Procurement Officer related to the preference not later than 5:00 PM Alaska Time one (1) business day following the date of the request. Failure to provide sufficient documentation will result in the bidder not receiving the Military Skills Program Preference.

SEC. 4.06 USE OF LOCAL FOREST PRODUCTS

Not applicable for this ITB.

SEC. 4.07 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

Not applicable for this ITB.

SEC. 4.08 ALASKA PRODUCT PREFERENCE

Not applicable for this ITB.

SEC. 4.09 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. 4.10 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. 4.11 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. 4.12 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. 4.13 METHOD OF AWARD

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

SEC. 4.14 TASK ORDER SOLICITATION AND DELIVERY ORDER PROCESS

Once the MAs are established this process will be used to issue Task Order Solicitation against the MA. When the State requires services under an MA the DNR Procurement Officer or Project Manager will issue a Task Order Solicitation to the Term Contractors. The solicitation will be a written document sent by email; will outline the required services to be provided; will inform the Term Contractors when the work will need to be completed by and will set a deadline for receipt of quotes. Responses will be evaluated solely on cost.

Term Contractors may provide a written negotiable cost estimate within the designated timeframe for the services. Evaluation of the Task Order Solicitation will be in accordance with the State Procurement Code. Task Order Solicitations may require Term Contractors to return a Task Order Solicitation Response Form.

The State may negotiate the services or costs in the offered proposal within the parameters of the State Procurement Code. Once an agreement is reached the State will issue a written Delivery Order to the Contractor authorizing the work.

If a Term Contractor has a potential conflict of interest with providing required services or is otherwise unable or unavailable to do the required work within the required timeline, the State reserves the right to acquire services off contract at its sole discretion under the provisions of the State Procurement Code.

The total cost for a project will not exceed the amount authorized on the Delivery Order without prior written approval from the DNR Project Manager or Procurement Officer. If at any time during the performance of the Delivery Order the Term Contractor has reason to believe the amount authorized on the Task Order will be exceeded, the Term Contractor must notify the DNR Project Manager and provide a justification and an estimate of the additional cost for completion of the work. Similarly, if at any time during the performance of the Delivery Order the State has reason to believe that the work required will exceed the total cost due to a change in conditions, or if additional work will be required, the DNR Project Manager will so advise the Term Contractor and will require revised cost estimates from the Contractor.

The State will not be obligated to pay any amount in excess of the total cost set forth in any Delivery Order. If condition changes increase the Delivery Order amount, the Term Contractor will not be obligated to continue performance resulting in charges exceeding the price unless and until the DNR Procurement Officer has authorized the increase in writing and a revised Delivery Order has been issued.

Revision of Delivery Orders will be issued when an extension of time is needed to complete the project, or when the scope of work has been modified by the State, which may cause a change in the project costs. The revised Delivery Order must be signed by both the DNR Project Manager and the Term Contractor's authorized signatory prior to performing any additional work incurring additional cost or working past the original time limit. Inability of a Term Contractor to follow these procedures may be grounds for dismissal from a project or termination of their contract(s) with the State.

No work will commence by the Contractor without a prior authorization by DNR.

SEC. 4.15 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 sent 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 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the Procurement Officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the Contractor.

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, 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. 5.03 AUTHORITY

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

SEC. 5.04 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. 5.05 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. 5.06 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. 5.07 BRAND SPECIFIC

Not applicable for this ITB.

SEC. 5.08 ITEM UPGRADES

Not applicable for this ITB.

SEC. 5.09 CONTRACTOR SITE INSPECTION

Not applicable for this ITB.

SEC. 5.10 WORKMANSHIP AND MATERIALS

All work must be performed in a thorough and workmanlike manner. The Contractor will be held responsible for the quality of the finished work. If any job is rejected because of error attributable to the Contractor or authorized subcontractor, the State may, at its option, receive a no cost reprint, negotiate a lower price, or hold the Contractor in default.

SEC. 5.11 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. 5.12 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. 5.13 RIGHT OF REJECTION

Bidders must comply with all the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable federal, state, and local laws, codes, and regulations. The Procurement Officer may reject any bid that does not comply with all 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 counteroffer, 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 bidders,
- 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 is determined to be in the State’s best interest.

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

SEC. 5.14 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. 5.15 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 a bidder 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 a bidder submits with its bid as CBI, the bidder must do the following when submitting their bid: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the bidder asserts make the information CBI. If the bidder does not do these things, the information will become public after the Notice of Intent to Award is issued. If the bidder does these things, OPPM or their designee will evaluate the bidder'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 bidder an opportunity to object to the disclosure of the information.

SEC. 5.16 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. 5.17 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. 5.18 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. 5.19 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. 5.20 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. 5.21 CONTRACT CANCELLATION

- 1) The State reserves the right to cancel the contract at its convenience upon **30** calendar days written notice to the Contractor. The State is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.
- 2) By signature on their bid, the bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the State to reject the bid as non-responsive or cancel the contract.

SEC. 5.22 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. 5.23 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 to meet these requirements, the Procurement Officer may not accept the bidder as a qualified bidder under AS 36.30.

SEC. 5.24 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The Contractor must promptly notify the Procurement Officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the Procurement Officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the Contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
 - b) The Contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.
- **State's Ability to Make Changes:** The State reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.00.

SEC. 5.25 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 bidder whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

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

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

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

A protester must have submitted a bid 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) Alaska Bidder Preference Certification Form;
- 3) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;
- 4) 28 CFR Part 67-Certification Regarding Drug-Free Workplace Requirements;
- 5) Bid Submission Cover Sheet;
- 6) Bid Schedule;
- 7) Coffman Cove Pre-Commercial Thinning Unit Map.

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		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 Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 19, governs the performance of services under this contract.</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 services to be performed by the Contractor.</p> <p>Article 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>Article 4. Considerations:</p> <p>4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the Contractor shall refer to the Authority Number or the Agency Contract Number</p>			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
12. CONTRACTOR		13. CONTRACTING AGENCY	
Name of Firm		Department/Division	
Signature of Authorized Representative		Signature of Procurement Officer	
Typed or Printed Name of Authorized Representative		Typed or Printed Name of Procurement Officer	
Date		Date	

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

SCF.DOC (Rev. 04/14)

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:

The 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. Termination:

- a) The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.
- b) The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the Contractor supports or participates in a boycott of the State of Israel.

19. 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

ALASKA BIDDER PREFERENCE CERTIFICATION FORM

AS 36.30.321 (A) / AS 36.30.990 (2)

ALASKA PREFERENCES

If you wish to claim any Alaska Preferences, please complete the Alaska Bidder Preference Certification Form that follows the below signature section.

Solicitation Number	
Project Description	
Business Name	
Alaska Business License Number	

A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of the above entity and all information on this form is true and correct to the best of my knowledge.

Printed Name:	
Title:	
Date:	
Signature:	

Alaska Bidder Preference: Do you believe your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veterans Preference: Do you believe your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Military Skills Program Preference: Do you believe your firm qualifies for the Alaska Military Skills Program Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No

To qualify for and claim the **Alaska Bidder Preference** you must answer **YES** to all questions in the Alaska Bidder Preference Question section below:

Alaska Bidder Preference Questions

1	Does your business hold a current Alaska business license per AS 36.30.990(2)(A)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business submitting a bid or proposal under the name appearing on the Alaska Business license identified above? Per AS36.30.990	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Has your business maintained a place of business within the state staffed by the bidder or offeror or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per AS 36.30.990 (2)(C)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If the answer to question 3 is **YES**, complete the following:

Physical Place of Business Address	
City	
Zip Code	

“**Place of business**” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify the Place of Business identified above meets this definition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

Per AS 16.05.415(a) per 2AAC 12.990(b)(7), the bidder or offeror, or at least one employee of the bidder or offeror must be a resident of the state?

1	Do you certify the bidder or offeror, or at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per AS 16.05.415(a)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Do you certify the resident(s) used to meet this requirement has maintained a domicile in Alaska for the 12 months immediately preceding the deadline set for receipt of bids or proposals per AS 16.05.415(a)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Do you certify the resident(s) used to meet this requirement is only claiming residency in Alaska per AS 16.05.415(a)(3)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Do you certify the resident used to meet this requirement is not obtaining benefits under a claim of residency in another state, territory, or country per As 16.05.415 (a)(4)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Per AS 36.30.990(2)(D), is your business:

1	Incorporated or qualified to do business under the laws of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, enter the current Alaska Corporate Entity Number:		

Indicate below how your business is organized:

1	Is your business a Sole Proprietorship and the Proprietor is a resident of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business a Limited Liability Corporation organized under AS 10.50 and ALL members are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to question 2 above is YES, please identify each member by name:		
3	Is your business a partnership under former AS32.05, AS32.06, or AS32.11 and all partners are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to question 3 above is YES, please identify each partner by name:		

Alaska Veterans Preference Questions:

To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section above.

Per AS36.30.321(F), is your business:

1	A sole proprietorship owned by an Alaska veteran?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	A partnership under AS32.06 or AS32.11 and a majority of the members are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	A limited liability company organized under AS10.50 and a majority of the members are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	A corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Per AS36.30.321(F)(3), an “Alaska veteran” is defined as an individual who:

A. Served in the:

- a. Armed forces of the United States, including a reserve unit of the United States armed forces; or
- b. Alaska Territorial Guard, The Alaska Army National Guard, the Alaska Air Nations Guards, or the Alaska Naval Militia; and,

B. Was separated from services under a condition that was not dishonorable.

4	Do you certify the individual(s) indicated in items 1-4 above meet this definition and can provide documentation of their service and discharge in necessary?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Alaska Military Skills Program Preference Questions

To qualify for and claim the Alaska Military Skills Program Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Bidder Preference section above.

Per 36.30.321(l), does your business:

1	Employ at least one person who is enrolled in, or within the past two years, graduated from, a United States Department of Defense SkillBridge or United States Army career skills program that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or during the last 180 days before a person separates or retires from the	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Have an active partnership with an entity that employs an apprentice through a program described in item 1 above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Have proof of an employee's graduation or enrollment in a qualified program as described in 1. above?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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 bid.

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 bid, 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 bid 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," "bid," 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 bid is submitted for assistance in obtaining a copy of those regulations.
- 5.** The prospective recipient of federal assistance funds agrees by submitting this bid 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 bid 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

28 CFR PART 67-CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations that the grantee certifies that it will or will continue to provide a drug-free workplace by.

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Print Name and Title of Authorized Representative

Signature

Date

ATTACHMENT 5 BID SUBMISSION COVER SHEET

Solicitation Number	
Solicitation Title	
Business Name	
Business Address	
City, State, Zip Code	
Alaska Business License Number	
Alaska Vendor Number (if known)	
Printed Name	
Title	
Email Address	
Telephone Number	
Signature	

ADDENDUM ACKNOWLEDGEMENT

The bidder acknowledges receipt of the following addendums and has incorporated the requirements of such amendments into their bid. Failure to identify and sign for all addendums may subject the bidder to disqualification. The bidder must list all addendums (by number), then initial and date to confirm that you have received and incorporated them into your bid (add more rows as necessary).

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

CERTIFICATIONS

No	Criteria	Response*
1	The bidder certifies they comply with the laws of the State of Alaska.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	The bidder is presently engaged in the business of providing the products and/or services required in this ITB.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	The bidder confirms that it has the financial strength to provide and/or perform and maintain the services required under this ITB.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	The bidder accepts the terms and conditions set out in the ITB and agrees not to restrict the rights of the state.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	The bidder confirms that they can obtain and maintain all necessary insurance as required on this project.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	The bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7	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.	<input type="checkbox"/> Yes <input type="checkbox"/> No
8	The bidder complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	<input type="checkbox"/> Yes <input type="checkbox"/> No
9	The bidder complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	<input type="checkbox"/> Yes <input type="checkbox"/> No
10	The bidder complies with the applicable portion of the Federal Civil Rights Act of 1964.	<input type="checkbox"/> Yes <input type="checkbox"/> No
11	The bidder can provide (if requested) financial records for the organization for the past three years.	<input type="checkbox"/> Yes <input type="checkbox"/> No
12	The bidder has not had any contracts terminated for cause by the State of Alaska (within the past three years).	<input type="checkbox"/> Yes <input type="checkbox"/> No
13	The bidder certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	<input type="checkbox"/> Yes <input type="checkbox"/> No
14	The offeror certifies that they will not support or participate in a boycott of Israel. Failure to comply with this requirement may cause the state to reject the proposal as non-responsive or cancel the contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No
15	The bidder certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide products and/or services to the State.	<input type="checkbox"/> Yes <input type="checkbox"/> No
16	The bidder certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	<input type="checkbox"/> Yes <input type="checkbox"/> No

AS-NEEDED PRE-COMMERCIAL THINNING, AND SILVICULTURE SERVICES

17	The bidder does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	<input type="checkbox"/> Yes <input type="checkbox"/> No
18	The bidder is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	<input type="checkbox"/> Yes <input type="checkbox"/> No
19	The bidder confirms their bid will remain valid and open for at least 90 days.	<input type="checkbox"/> Yes <input type="checkbox"/> No
20	The bidder certifies they meet the minimum prior experience and minimum requirements outlined in Sec. 1.04 Prior Experience and Minimum Requirements.	<input type="checkbox"/> Yes <input type="checkbox"/> No

* Failure to answer or answering “No” may be grounds for disqualification. For any “No” responses, provide clarification (up to 250 word maximum for each “False” clarification) below (add rows as necessary).

No	Clarification

CONFLICT OF INTEREST STATEMENT

Indicate below whether or not the firm or any individuals that will work 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 services to be provided by the bidder.

Does the bidder, or any individuals that will work on this contract, have a possible conflict of interest?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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** Failure to answer may be grounds for disqualification.*

If “Yes”, please provide additional information regarding the nature of that conflict:

FEDERAL REQUIREMENTS

Indicate below all known federal requirements that apply to the bid, its evaluation, or the resulting contract:

ATTACHMENT 6 BID SCHEDULE

Attachment 6 Bid Schedule will be evaluated for the purposes of awarding Term Contracts, and for awarding a Delivery Order for the Representative Project – Coffman Cove Pre-Commercial Thinning.

Bidders are to submit their bid using this Bid Schedule. Bidders that fail to complete this bid schedule shall be considered non-responsive and their bids rejected. Costs offered on this Bid Schedule are to remain firm for the duration of the Delivery Order for the pre-commercial thinning of approximately 211 acres in Coffman Cove, Alaska, specified in Section 2.02 REPRESENTATIVE PROJECT. Bid prices are to remain firm for the duration of the contract and are to include all costs associated with providing required services, including, but not limited to, direct expenses, payroll, supplies, equipment, overhead, and profit. The Total Cost shown on this form is the cost that will be used for evaluation and award purposes under this ITB.

As stated in this ITB, the pre-commercial thinning and silviculture services are as-needed, and the budget amount is an estimate only and does not represent a work commitment. The State does not guarantee a minimum or maximum number of services to be provided or dollar amount to be spent under any contract resulting from this ITB.

For future Task Order solicitations, when the State requires pre-commercial thinning or silviculture services, the Project Manager will email the Term Contractors a Task Order solicitation, which will provide a defined scope of work, specific deliverables, and deliverable due dates and other important solicitation requirement and/or instructions. Term Contractors may submit responses to the Task Order Solicitation. The State will award a Delivery Order to the Term Contractor with the lowest priced quote.

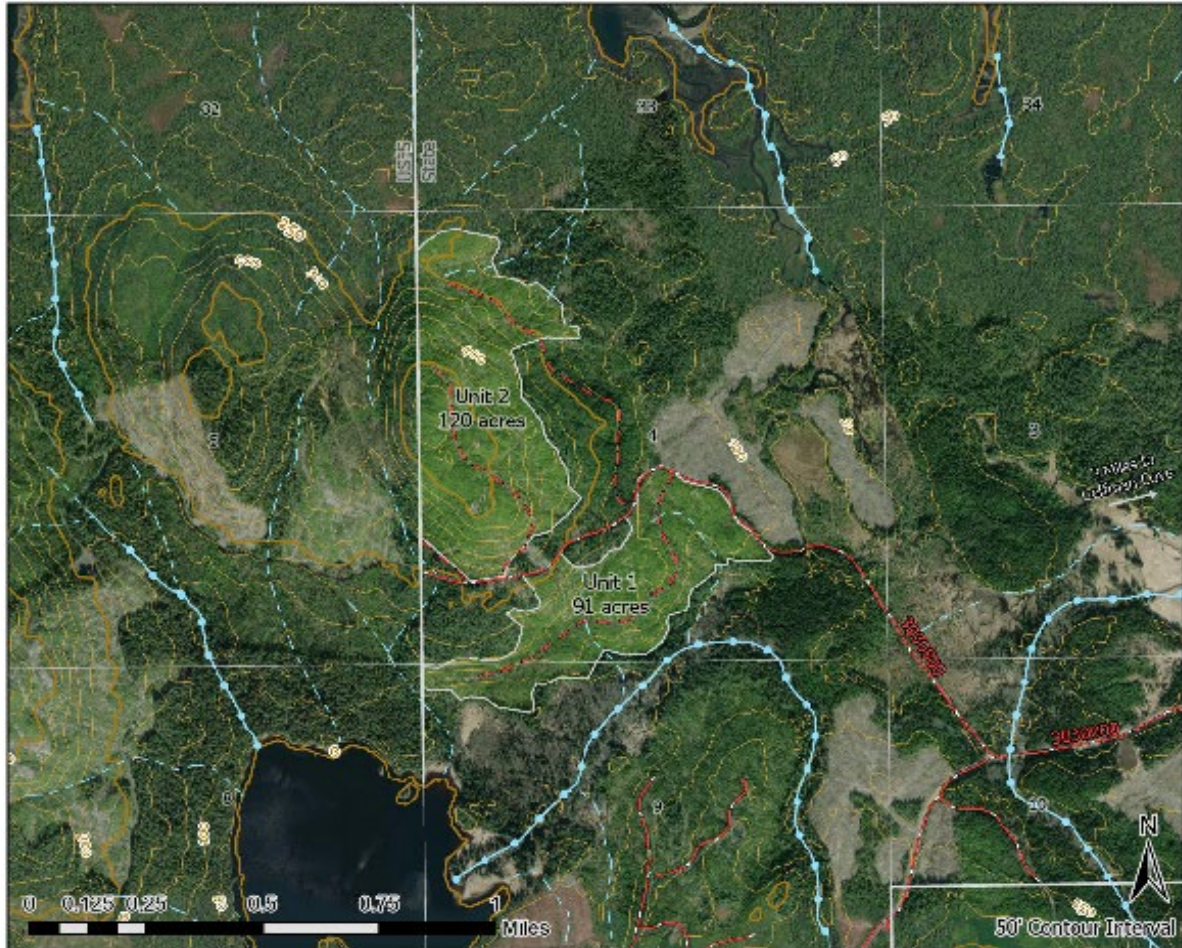
1. Representative Project

ITEM	DESCRIPTION	ACRES	UNIT COST PER ACRE	TOTAL COST
1.	Pre-Commercial thinning in Coffman Cove, Unit 1	91	\$	\$
2.	Pre-Commercial thinning in Coffman Cove, Unit 2	120	\$	\$
3.	TOTAL COST (add Total Cost on Items 1 +2)			\$
4.	Company Name:			
	Authorized Representative's Printed Name:			
	Authorized Representative's Signature:			
	Date Bid Schedule Signed:			

ATTACHMENT 7

REPRESENTATIVE PROJECT AREA - COFFMAN COVE

Pre-Commercial Thinning Unit Map



T68S R81E C.R.M.



Precommercial Thinning Unit Map Coffman Cove Area

Total Acreage: 211

Legend	
 PCT Unit	 Closed Road
 Property Line	 Anadromous Stream
 Existing Road	 Surface Water



MI 12/2024

Source: Based on Vicinity Map of Alaska for Geographic Names Society, Inc. 1993, 1996, 1998, 2000, 2002, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022, 2024.