

# STATE OF ALASKA REQUEST FOR PROPOSALS (RFP)



## CENTRAL/CIRCLE HOT SPRINGS FUELS REDUCTION PROJECT - PHASE 1 RFP 2026-1000-0242

ISSUED 02/21/2026

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**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.

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## INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Natural Resources (DNR), Division of Forestry & Fire Protection (DFFP), is soliciting proposals from qualified Contractors to perform mechanical hazardous fuels reduction within and adjacent to the communities of Central and Circle Hot Springs, Alaska.

The purpose of this Request for Proposals (RFP) is to implement priority fuels reduction projects identified through the Central / Circle Hot Springs Community Wildfire Protection Plan (CWPP) – 2025 and recent wildfire risk assessment efforts. These projects are intended to reduce wildfire intensity potential, improve firefighter access and defensibility, and protect community infrastructure, residences, and other values within the Wildland-Urban Interface (WUI).

Work under this RFP consists primarily of the construction and improvement of strategically located linear fuel breaks and associated mechanical fuel treatments designed to disrupt fuel continuity and mitigate wildfire risk to high-value assets.

### SEC. 1.02 BUDGET

Division of Forestry & Fire Protection, estimates a budget of between **\$450,000.00** and **\$600,000.00** dollars for completion of this project. Proposals priced at more than **\$600,000.00** will be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** prevailing Alaska Standard Time on **MARCH 17, 2026**, as indicated by postmark or email timestamp and late proposals will not be considered.

### SEC. 1.04 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

### SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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 RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision. Deadline to receive questions is **March 10, 2026**, by **2:00 PM** Alaska Time.

Procurement Officer: **MADelyn F. LOWE**  
Phone: **(907) 761-6357**  
Email: **madelyn.lowe@alaska.gov**

## SEC. 1.06 SITE INSPECTION

Potential offerors are encouraged to visit the work site so that they can see the conditions under which the work described in this RFP will be performed. The offeror's failure to visit the work site will in no way relieve the offeror of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions, and specifications of this RFP. See attached maps for project location. This contact person is only empowered to allow potential bidders to view the work site. **The contact person cannot and will not answer potential offeror questions regarding the work to be performed under this RFP or the terms, conditions, and specifications of this RFP. Any questions potential offerors have must be directed to the procurement officer as required in Section 1.06.**

## SEC. 1.07 RETURN INSTRUCTIONS

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to **madelyn.lowe@alaska.gov**. Each PDF document must be clearly labeled with the following format: "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror, Cost Proposal is the document type). The email must contain the RFP number in the subject line.

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 proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes, and each email must comply with the requirements described above.

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

If submitting a proposal using U.S. mail, or delivery service, offerors must submit one hard copy of their proposal, in writing, to the Procurement Officer in a sealed package. The sealed proposal package must be addressed as follows:

Department of Natural Resources  
Division of Forestry & Fire Protection  
Attention: **MADelyn F. LOWE**  
REQUEST FOR PROPOSAL (RFP) Number: 2026-1000-0242  
RFP Title: CENTRAL/ CIRCLE HOT SPRINGS FUELS REDUCTION PROJECT – PHASE 1  
101 Airport Road  
Palmer, Alaska 99645

It is the offeror's responsibility to contact the issuing agency at **1 (907) 761-6357** or **madelyn.lowe@alaska.gov** to confirm that the offer has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

## SEC. 1.08 ENROLLMENT IN IRIS

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

### SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

### SEC. 1.10 AMENDMENTS TO PROPOSALS

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

### SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the OPN.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

### SEC. 1.12 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released	N/A	02/21/2026
Question Due Date	2:00 PM	03/10/2026
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM	03/17/2026
Proposal Evaluations Complete	Week of	03/30/2026
Notice of Intent to Award	Week of	03/30/2026
Contract Issued	Week of	04/13/2026

This RFP 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. 1.13 ALTERNATE PROPOSALS

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

## **SEC. 1.14 NEWS RELEASES**

News releases related to this RFP will not be made without prior approval of the project director.

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

The Central and Circle Hot Springs communities are located within the Upper Yukon Zone of Interior Alaska and are identified as **high wildfire risk areas** due to dense black spruce fuels, lichen prevalence, lightning frequency, limited natural fire barriers, and delayed suppression response times. A 2024 hazard fuels risk assessment conducted by the Bureau of Land Management – Alaska Fire Service (AFS), in coordination with the Alaska Division of Forestry & Fire Protection (DFFP) and other partners, concluded that the Greater Central Area is vulnerable to large, fast-moving wildfires with the potential to threaten homes, infrastructure, and critical community assets.

In June 2024, a lightning-caused wildfire ignited approximately three miles west of Central, growing to 121 acres before suppression resources were able to stop forward spread. The incident occurred less than one mile from the community and underscored the ongoing wildfire threat documented through decades of fire history in the area, including multiple fires exceeding Type 2 complexity and suppression costs exceeding \$20 million (inflation-adjusted).

The **Central / Circle Hot Springs Community Wildfire Protection Plan (CWPP) – 2025** identifies a series of priority fuels reduction projects intended to reduce wildfire intensity, improve firefighter access, and protect community values within the Wildland-Urban Interface (WUI). The CWPP emphasizes the construction of **strategically placed linear fuel breaks** and treatment of hazardous fuels adjacent to critical infrastructure as a cost-effective alternative to repeated large-scale suppression efforts

This Request for Proposals supports implementation of priority hazardous fuels reduction projects identified through recent wildfire risk assessment and planning efforts for the Central and Circle Hot Springs area. The projects focus on reducing wildfire risk to communities, infrastructure, and other values within the Wildland-Urban Interface through strategically placed mechanical fuel treatments.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Division of Forestry & Fire Protection (DFFP) requires mechanical hazardous fuels reduction in and around the communities of Central and Circle Hot Springs, Alaska. The successful Contractor shall furnish all labor, supervision, equipment, transportation, and lodging necessary to complete the work described herein.

The project consists of constructing multiple **linear fuel breaks and associated fuels treatments** identified as Priority #1 and Priority #2 treatment areas. Work will be accomplished primarily through mechanical mastication to reduce hazardous fuel continuity, improve wildfire defensibility, and protect community infrastructure and values within the Wildland-Urban Interface (WUI).

Unless otherwise authorized by the State, operations will occur during winter conditions to protect the vegetative mat and underlying soils.

#### LOCATION AND ACCESS

Project work is located on State of Alaska land in the vicinity of Central and Circle Hot Springs, Alaska, generally south of the Steese Highway and along CHP Road. Treatment areas include, but are not limited to:

- Priority #1
  - Central Landfill area west of Central
  - Central Interior fuel break south of the community
- Priority #2
  - Central South fuel break wrapping the southern portion of Central
  - CHP East fuel break adjacent to Circle Hot Springs

Access to treatment areas will be via a combination of existing roads, historic dozer lines constructed during the 2004 fire season, winter trails, and approved cross-country winter travel routes. Terrain is generally flat to gently rolling, with localized wet areas and creek crossings that require special consideration.

The Contractor is responsible for planning access, mobilization, and equipment movement and must ensure access routes remain passable throughout operations. Community access routes must remain open and functional during and after project completion. Any damage to roads, trails, or access points caused by Contractor operations shall be repaired by the Contractor to the satisfaction of the State.

#### PROJECT DETAILS

The Contractor shall complete mechanical hazardous fuels reduction in the Priority treatment areas described below. Treatment locations, alignments, widths, and approximate acreages will be provided by the State through project maps and GIS data. Minor field adjustments may be required to account for terrain, vegetation, or site conditions and must be approved by the DFFP Project Manager.

## GENERAL PROJECT REQUIREMENTS

- The operational period for this project is winter, contingent upon achieving a minimum of 12 inches of ground frost and 6 inches of snow cover. Operations may be delayed or suspended if these conditions are not met.
- Treatment boundaries and linear fuel break alignments will be identified by the DFFP Project Manager using GIS data, maps, and field verification.
- Primary mechanical treatment used shall be mastication.
- Mechanical treatment shall cease 100 feet from the ordinary high-water mark of all creeks, including but not limited to Crooked Creek, Boulder Creek, and Graveyard Creek.
- Storage of fuel, oil, or hazardous substances on site is prohibited.
- All work shall comply with applicable State and Federal laws and regulations, including safety requirements.
- The Contractor shall provide weekly progress reports documenting linear feet or acres treated, equipment utilized, and issues encountered. Final acceptance will be based on field inspection and/or aerial review.
- All linear fuel breaks are shall be seventy-five (75) feet wide.

## PRIORITY 1 TREATMENT AREAS

### A. Central Landfill Fuels Treatment (Approximately 15 Acres)

To reduce the risk of wildfire ignitions associated with the Central landfill:

- The Bureau of Land Management – Alaska Fire Service (BLM–AFS) will install gravel a minimum of fifty (50) feet around the circumference of the landfill transfer site.
- The Contractor shall mechanically masticate hazardous fuels within a one-hundred-fifty-foot (150') radius beyond the gravel perimeter.
- Treatment shall include brush, shrubs, and small trees capable of carrying fire toward or away from the site.
- Masticated material shall be evenly distributed within the treatment area.

### B. Central Interior Fuel Break (Approximately 1.9 Miles / 17.7 Acres)

Total treatment length is approximately 1.9 miles, encompassing roughly 17.7 acres.

- Natural fuel loading is heavy immediately south and west of Central.
- West of CHP Road, the treatment shall generally follow an existing 2004 dozer line.
- East of CHP Road, the treatment shall consist of new mechanical disturbance.
- The fuel break shall terminate at Crooked Creek, with mechanical treatment stopping one-hundred (100) feet short of the creek.

## PRIORITY 2 TREATMENTS AREAS

### C. Central South Fuel Break (Approximately 6 Miles / 54.6 Acres)

- Construct a masticated linear fuel break approximately six (6) miles in length, totaling approximately 54.6 acres.
- The fuel break shall wrap nearly all community values within Central’s southern half, including the cemetery and structures excluded from the Central Interior treatment.
- Much of the route passes through old burn scar, flat terrain, and multiple creek crossings.
- Mechanical treatment shall stop one-hundred (100) feet short of Boulder Creek, Graveyard Creek, and Crooked Creek.
- East of CHP Road, the treatment shall intersect and then follow an existing 2004 dozer line to Crooked Creek.

### D. Circle Hot Springs (CHP) East Fuel Break (Approximately 3.7 Miles / 33.1 Acres)

- Treat approximately 3.7 miles, totaling approximately 33.1 acres, adjacent to Circle Hot Springs.
- The route follows an existing 2004 dozer line east of CHP Road that wraps several subdivisions.
- Existing fuel break width ranges from fifty (50) to seventy-five (75) feet.
- Regrowth currently six (6) to twelve (12) feet tall shall be mechanically treated.
- The fuel break shall be widened and/or straightened to approximately seventy-five (75) feet where feasible.
- Fuels include black spruce, mixed hardwoods, shrubs, and tussocks.

Estimated acreages are approximate and provided for planning purposes only. The Contractor is responsible for completing the treatment areas as defined in the RFP and approved field boundaries for the firm fixed price.

## END STATE REQUIREMENTS

The desired end state is a continuous, mechanically treated fuel break corridor, generally approximately 75 feet wide unless otherwise specified, that effectively disrupts fuel continuity and reduces wildfire intensity potential.

Upon completion:

- Brush, shrubs, and small trees shall be mechanically masticated or mulched.
- Residual material shall be left evenly distributed and lie as flat as practicable against the ground surface.
- Vertical and ladder fuels shall be minimized.
- Soil disturbance, rutting, and damage to the vegetative mat shall be avoided.
- Treatment boundaries shall be clearly identifiable on the ground.

All work must meet the satisfaction of the State’s Project Manager.

## CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- Provide all labor, equipment, transportation, lodging, and per diem required.
- Provide equipment and qualified operators capable of performing mechanical fuels reduction efficiently and in accordance with specifications.
- Submit a detailed **Operating Plan** for approval prior to mobilization, including schedule, equipment list, personnel, safety measures, and identified concerns.
- Maintain all equipment in good working order and ensure equipment arrives clean and free of invasive plant material.
- Protect all survey monuments, flagged boundaries, and identified features.
- Restrict operations to approved treatment boundaries unless otherwise directed by the Project Manager.
- Repair any damage caused to access routes, trails, or project infrastructure.
- Immediately notify the Project Manager of site conflicts, unsafe conditions, or discrepancies.

## TIMBER SALVAGE & LEAVE TREES

This project is not a timber harvest contract. No commercial removal or sale of timber is authorized unless expressly approved in writing by DFFP.

Any merchantable material encountered shall be handled only as directed by the State and must not interfere with timely completion of fuels treatment objectives.

Any “leave trees” will be identified in the field and approved by the project manager or their representative.

## STATE RESPONSIBILITIES

The State, through DFFP, will:

- Designate a Project Manager and/or Area Forester.
- Provide maps, GIS data, and treatment boundaries.
- Review and approve the Contractor’s Operating Plan.
- Conduct equipment inspections prior to commencement of work.
- Monitor work for compliance with contract requirements.
- Conduct final inspection and authorize acceptance and payment upon satisfactory completion.

## ENVIRONMENTAL FACTORS AND CONSIDERATIONS

- Project operations will adhere to the “best management standards” outlined in the Alaska Forest Resources and Practices Regulations. Operations must be conducted in a manner that minimizes impacts to forest soils, surface waters, and lowland muskegs.
- All trails and roads used during the project will be maintained to minimize surface erosion. Upon completion of the project, any existing trails or roads utilized must be left in a condition that is “as good or better” than their preoperational state.
- The project area must remain free of litter, garbage, trash, and other waste materials at all times.
- All equipment must be in good working condition and will be inspected prior to the commencement of operations. Equipment must arrive at the project site clean and free of invasive plant parts and seeds. Equipment leaking hazardous fluids is prohibited on the project site.
- The contractor must have adequate spill response equipment on hand to contain any hazardous spills. Any spill must be reported immediately to the Northern Region Fuels Specialist or Area Forester and as required by law, to the Department of Environmental Conservation (DEC). The contractor is responsible for cleaning up spills unless directed otherwise by the DEC and must remove hazardous materials from the project area. The storage of hazardous materials is not permitted on State of Alaska lands.

## CLARIFICATIONS AND FIELD ADJUSTMENTS

Field adjustments, alignment refinements, staking corrections, and minor boundary modifications necessary to accomplish the intent of the project shall not constitute a change in scope and shall not result in additional compensation, provided the total treated acreage and general scope of work are not materially increased.

Additional compensation will only be authorized through a written amendment executed by the Procurement Officer in accordance with AS 36.30.400.

## PROBLEMS AND DISCREPANCIES

If operations fail to meet contract requirements, the Contractor will be notified and must correct deficiencies promptly. Failure to do so may result in suspension or termination of the contract. The State reserves the right to determine payment eligibility for completed work.

### **SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award, for approximately two years, until completion.

Unless otherwise provided in this RFP, the State and the successful offeror/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. 3.03 CONTRACT TYPE**

This contract is a firm fixed price contract.

### **SEC. 3.04 PROPOSED PAYMENT PROCEDURES**

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

### **SEC. 3.05 CONTRACT PAYMENT**

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 local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

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

### **SEC. 3.06 LOCATION OF WORK**

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

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

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 proposal as non-responsive, or cancel the contract.

### **SEC. 3.07 THIRD-PARTY SERVICE PROVIDERS**

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

### **SEC. 3.08 SUBCONTRACTORS**

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

If a proposal with subcontractors is selected, the offeror 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;

If a subcontractor on the list did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.

- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

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

**SEC. 3.09 JOINT VENTURES**

Joint ventures will not be allowed.

**SEC. 3.10 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. 3.11 CONTRACT PERSONNEL**

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

**SEC. 3.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer 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 work received) and may seek associated damages.

**SEC. 3.13 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 project director 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 any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of NATURAL RESOURCES or the Commissioner's designee.

### **SEC. 3.14 BILLING INSTRUCTIONS**

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

1. **CONTRACT NUMBER AND TITLE;**
2. **IDENTIFICATION OF BILLING PERIOD;**
3. **ITEMIZED LIST OF DELIVERABLES AND CHARGES FOR INVOICED PERIOD;**
4. **TOTAL AMOUNT BILLED;**
5. **DATE INVOICE SUBMITTED FOR PAYMENT;**
6. **ENTITY NAME, CONTACT INFORMATION, AND ALASKA VENDOR NUMBER.**

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

### **SEC. 3.15 NONDISCLOSURE AND CONFIDENTIALITY**

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 state or federal 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. 3.16 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. 3.17 INSURANCE REQUIREMENTS**

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

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

**Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**Commercial Automobile Liability Insurance:** covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**SEC. 3.18 TERMINATION FOR DEFAULT**

- a. If the Project Director or Procurement Officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all the remaining work.
  
- 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.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

## **SECTION 4. PROPOSAL FORMAT AND CONTENT**

### **SEC. 4.01 INTRODUCTION**

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

### **SEC. 4.02 PROPOSAL CONTENTS**

The following information must be included in all proposals.

#### **i. AUTHORIZED SIGNATURE**

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

#### **ii. OFFEROR'S CERTIFICATION**

By signature on the proposal, offerors certify that they comply with the following:

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

If any offeror fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

#### **iii. VENDOR TAX ID**

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

**iv. CONFLICT OF INTEREST**

Each proposal shall include a statement indicating whether or not the firm 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 proposal 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 offeror.

**v. FEDERAL REQUIREMENTS**

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

**SEC. 4.03 EXPERIENCE AND QUALIFICATIONS**

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- resume,
- location(s) where work will be performed,
- itemize the total cost and the number of estimated hours for each individual named above.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.

**SEC. 4.04 UNDERSTANDING OF THE PROJECT**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

**SEC. 4.05 METHODOLOGY USED FOR THE PROJECT**

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

**SEC. 4.06 MANAGEMENT PLAN FOR THE PROJECT**

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

**SEC. 4.07 COST PROPOSAL**

Offerors must complete and submit this Submittal Form. Proposed costs must all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

**SEC. 4.08 EVALUATION CRITERIA**

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness and responsibility. Proposals deemed non-responsive or non-responsible will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the Technical portion of all responsive proposals.
- 3) Each responsive Technical Proposal will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the proposals based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

### SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: 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 offeror.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria	Weight
Experience and Qualifications	125
Understanding of the Project	125
Methodology Used for the Project	125
Management Plan for the Project	125
Total	500

Cost Criteria	Weight
Cost Proposal	400
Total	400

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	100
Total	100

**TOTAL EVALUATION POINTS AVAILABLE: 1000**

### SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

After the PEC has scored, the scores for each section will be totaled and the following formula will be used to calculate the total amount of points awarded for each section:

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

Example (Max Points for the Section = 100):

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

**Offeror 1** was awarded 75 points:

Offeror Total Score (30)

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

**Offeror 2** was awarded 50 points:

Offeror Total Score (20)

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

**Offeror 3** was awarded 100 points:

Offeror Total Score (40)

$$\frac{\text{Offeror Total Score (40)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

#### **SEC. 5.04 EXPERIENCE AND QUALIFICATIONS ( 12.5%)**

**Proposals will be evaluated against the questions set out below:**

**1) Questions regarding the personnel:**

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

**2) Questions regarding the firm and subcontractor (if used):**

- a) How well has the firm demonstrated ~~experience~~ in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

**SEC. 5.05 UNDERSTANDING OF THE PROJECT ( 12.5%)**

**Proposals will be evaluated against the questions set out below:**

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

**SEC. 5.06 METHODOLOGY USED FOR THE PROJECT ( 12.5%)**

**Proposals will be evaluated against the questions set out below:**

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

**SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT ( 12.5%)**

**Proposals will be evaluated against the questions set out below:**

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

## SEC. 5.08 CONTRACT COST ( 40%)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

### Example (Max Points for Contract Cost = 400):

#### Step 1

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

#### Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

#### **Offeror #1 receives 400 points.**

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

#### **Offeror #2 receives 374.3 points.**

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = \mathbf{374.3}$$

#### **Offeror #3 receives 336.8 points.**

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = \mathbf{336.8}$$

## SEC. 5.09 ALASKA OFFEROR PREFERENCE (10%)

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror's overall evaluation score.

### Example:

#### Step 1

Determine the number of points available to qualifying offerors under this preference:

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference

#### Step 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

#### Step 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
<b>Offeror #3</b>	<b>900 points (800 points + 100 points)</b>

**Offeror #3** is the highest scoring offeror and would get the award, provided their proposal is responsive and responsible.

## SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director or procurement officer. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

### SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors 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 offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- 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 offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals 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 proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

### **SEC. 6.03 SITE INSPECTION**

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

### **SEC. 6.04 CLARIFICATION OF OFFERS**

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

### **SEC. 6.05 DISCUSSIONS WITH OFFERORS**

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

### **SEC. 6.06 EVALUATION OF PROPOSALS**

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

**SEC. 6.07 CONTRACT NEGOTIATION**

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

**SEC. 6.08 FAILURE TO NEGOTIATE**

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

**SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION**

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

## SEC. 6.10 PROTEST

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

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

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

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 an offeror 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 ten days after the date the Notice of Intent to Award the contract is issued.

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

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

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

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

All offerors 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."

## SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP 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 Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)
- Alaska Military Skills Program Preference – AS 36.30.321(l)

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

## **SEC. 6.12 ALASKA BIDDER PREFERENCE**

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

### **Alaska Bidder Preference Certification Form**

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror 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. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

## **SEC. 6.13 ALASKA VETERAN PREFERENCE**

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

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

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

### **Alaska Veteran Preference Certification**

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

## **SEC. 6.14 ALASKA MILITARY SKILLS PROGRAM PREFERENCE**

An Alaska Military Skills Program Preference of 2%, not to exceed \$5,000, will be applied to the price in the proposal. 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**

In order to receive the Alaska Military Skills Program Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

## **SEC. 6.15 STANDARD CONTRACT PROVISIONS**

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- 1) Identify the provision that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

**SEC. 6.16 QUALIFIED OFFERORS**

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror 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 RFP.

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

**SEC. 6.17 PROPOSAL AS PART OF THE CONTRACT**

Part of or all of this RFP and the successful proposal may be incorporated into the contract.

**SEC. 6.18 ADDITIONAL TERMS AND CONDITIONS**

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

**SEC. 6.19 HUMAN TRAFFICKING**

By signature on their proposal, the offeror certifies that the offeror 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: <https://www.state.gov/trafficking-in-persons-report/>

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

## SEC. 6.20 RIGHT OF REJECTION

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

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities that:

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

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

**A proposal from a debarred or suspended offeror shall be rejected.**

## SEC. 6.21 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

## SEC. 6.22 DISCLOSURE OF PROPOSAL CONTENTS

This section governs the ownership, return, and disclosure of any offer or other record an offeror submits in response to this request for proposals. (Herein, any reference to “Record” includes all such records and the offer; any reference to “Law” includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the offeror undertook the following protective measures:
  - a. marked information confidential;
  - b. for any information marked confidential, identified the authority that makes that specific information confidential; and
  - c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the offeror did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the offeror.
6. If the offeror undertook each protective measure, the State will withhold the information marked confidential to the following extent:
  - a. the State agrees that the Law protects the information; and
  - b. if the nondisclosure is challenged, the offeror fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify an offeror of a request for the Record and of a planned release if the offeror undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the offeror that it will disclose the information unless the offeror convinces the State not to or obtains an order prohibiting disclosure.

## SEC. 6.23 ASSIGNMENT

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.

**SEC. 6.24 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)**

The parties to a contract resulting from this RFP 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 RFP, 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. 6.25 DISPUTES**

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**SEC. 6.26 SEVERABILITY**

If any provision of the contract or agreement 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.

**SEC. 6.27 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

If the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

**SEC. 6.28 SOLICITATION ADVERTISING**

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

## SEC. 6.29 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.

## **SECTION 7. ATTACHMENTS**

### **Attachments:**

- 1) Cost Proposal
- 2) Standard Agreement Form with Appendix A
- 3) Reference Maps
- 4) Land Use Permit
- 5) Community Wildfire Protection Plan
- 6) Mastication Example (picture)
- 7) BYRD Anti-Lobbying Amendment Certification
- 8) Certification Regarding Federal Debarment

## ATTACHMENT 1 - COST PROPOSAL

Offerors are to submit their proposal using this Cost Proposal. Offerors that fail to complete this Cost Proposal shall be considered non-responsive and their proposals rejected. Proposal 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 RFP.

### 1. Questionnaire

1.	Offeror acknowledges the maximum project budget of \$600,000.00 and certifies the proposed Total Cost does not exceed this amount.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	Will subcontractors perform work equal to or greater than 0.5% of the total contract value? (If “Yes”, Offeror must complete subcontractor list below.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	Does the Offeror certify that it qualifies for and is claiming the Alaska Offeror Preference pursuant to AS 36.30.321 and 2 AAC 12.260?	<input type="checkbox"/> Yes <input type="checkbox"/> No

### 2. Subcontractor List (Use additional pages, as needed.)

	<i>Firm Name, Phone Number, Address</i>	<i>AK Business License No.</i>	<i>Scope of Work</i>	<i>% of Total Contract Value</i>
1.				
2.				
3.				

### 3. Total Cost

	<i>Description</i>	<i>Lump Sum Price</i>
1.	Priority 1 Treatment Areas	\$
	Central Landfill Fuels Treatment	<i>Included</i>
	Central Interior Fuel Break	<i>included</i>
2.	Priority 2 Treatment Areas	\$
	Central South Fuel Break	<i>Included</i>
	Circle Hot Springs East Fuel Break	<i>Included</i>
3.	Total Cost (Item 1 + Item 2)	\$

The Total Cost must equal the combined cost of Priority 1 and Priority 2 Treatment Areas. The Total Cost represents a firm fixed price to complete all work described in the RFP. No additional compensation will be allowed. By signing this Cost Proposal, the Offeror certifies that the proposed Total Cost does not contain qualifications, exclusions, or assumptions inconsistent with the RFP requirements.

The Total Cost will be used for evaluation purposes. Pricing shall remain firm for 90 days from the proposal's due date. In the event of a discrepancy between the treatment area totals and the Total Cost listed on line 3, the sum of the treatment area totals will govern.

#### 4. Unit Pricing (For Amendment Purposes Only)

	<i>Description</i>	<i>Unit</i>	<i>Unit Price</i>
1.	Mastication – Hazardous Fuels Treatment	Acre	\$

Unit pricing is provided for pricing unanticipated amendments within the general scope of work. Any amendment that materially alters the nature of the work or operating conditions may require separate negotiation in accordance with AS 36.30.400. The State reserves the right, at its sole discretion, to determine whether the unit pricing provided herein is appropriate for a particular amendment or whether separate negotiation is warranted.

#### 5. Offer Certification

2.	<i>Company Name:</i>
	<i>AK Business License No.:</i>
	<i>Authorized Representative's Printed Name:</i>
	<i>Authorized Representative's Signature:</i>
	<i>Date Cost Proposal Signed:</i>

STATE OF ALASKA					
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.Contract #		2.Contract Title			
3.VSS Vendor #		4.IRIS Transaction ID #		5.AK Business License #	
<b>This contract is between the State of Alaska,</b>					
6.Department of		7.Division		hereafter the State, and	
8.Contractor				hereafter the Contractor	
9.Mailing Address: Street or P.O. Box					
City		State		Zip Code+4	
Point of Contact:			Email Address		
10.					
<p><b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Contract</b></p> <p>2.1: Appendix A (General Conditions), Items 1 through 20, govern contract performance.</p> <p>2.2: Appendix B sets forth the indemnification and insurance provisions of this contract.</p> <p>2.3: Appendix C sets forth the scope of work/services to be performed by the Contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> The Period of Performance for this contract begins on ?????????? and ends on ??????????. There are ??? renewal options available under this contract to be exercised solely by the state.</p> <p><b>ARTICLE 4. Consideration:</b></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 Agency Contract Number and send the billing to:</p>					
11.Department of		Attn:		Division of	
Mailing Address: Street of P.O. Box					
City		State		Zip Code+4	
Point of Contact			Email Address		
<b>12. CONTRACTOR</b>			<b>13 CONTRACTING AGENCY</b>		
Name of Firm:			Department		Division
Signature of Authorized Representative			Signature of Procurement Officer		
Printed or Typed Name of Authorized Representative			Printed or Typed Name of Procurement Officer		
Date			Date		

**NOTICE!** This contract has no effect until signed by the head of the contracting agency, procurement officer or designee.

## APPENDIX A GENERAL CONDITIONS

### **1. Inspections and Reports:**

The department may inspect, in the manner and at reasonable times it considers appropriate, all the Contractor's facilities and activities under this contract. The Contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

### **2. Suitable Materials, etc.:**

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

### **3. Disputes:**

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. Contract Disclosure:**

Except as otherwise protected by law, this contract and any amendment is a public record subject to disclosure under, for example, the Alaska Public Records Act. The contractor does not assert that any information in the contract is protected under federal or State of Alaska law.

### **7. 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.

### **8. 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.

### **9. 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.

### **10. 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.

### **11. Conflicting Provisions:**

Unless specifically amended and approved by the State of Alaska, 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.

### **12. Officials Not to Benefit:**

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

### **13. 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.

**14. 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.

**15. 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.

**16. Contract Extension:**

Unless otherwise provided, the State and the Contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

**17. 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.

**18. 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.

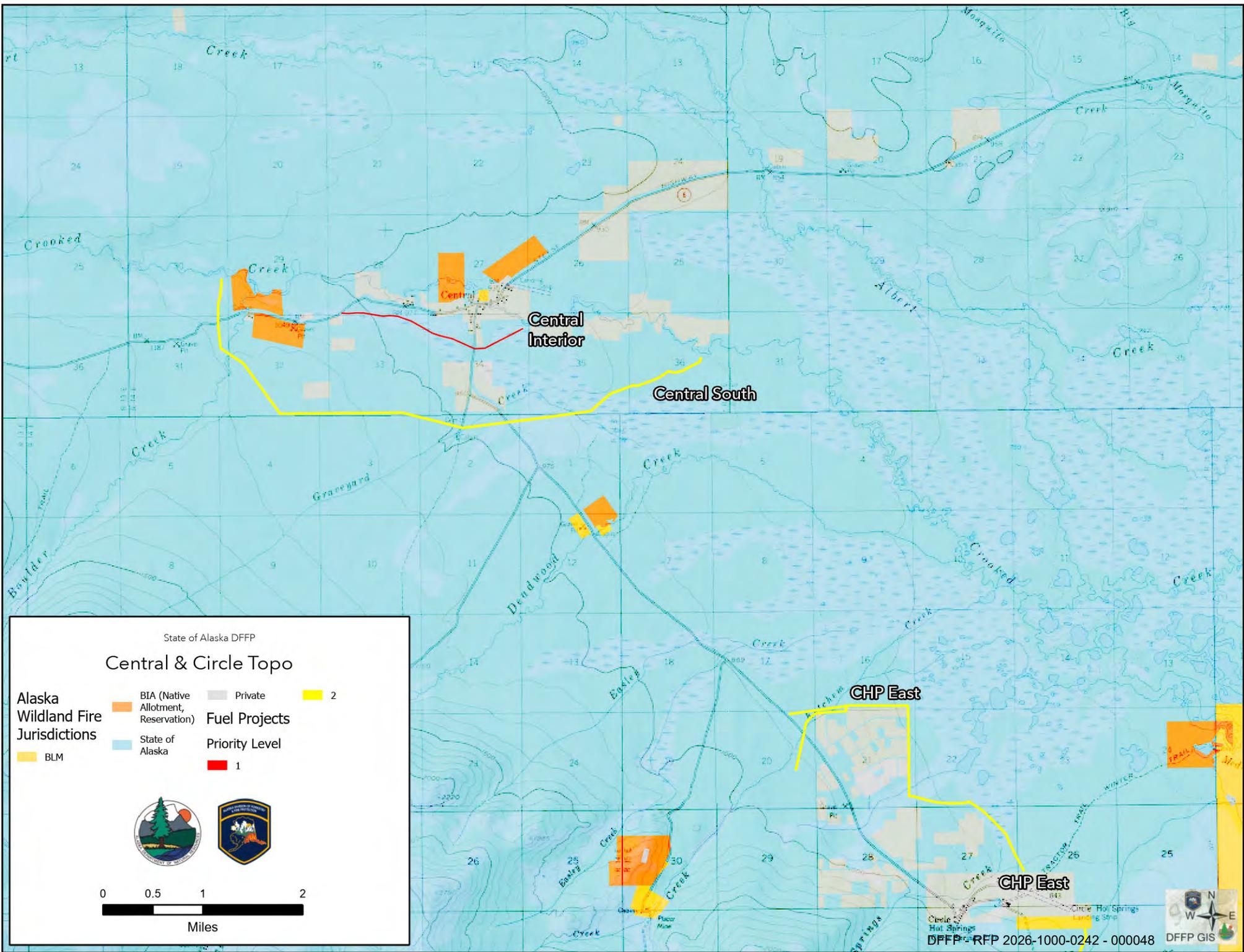
**19. Termination.**

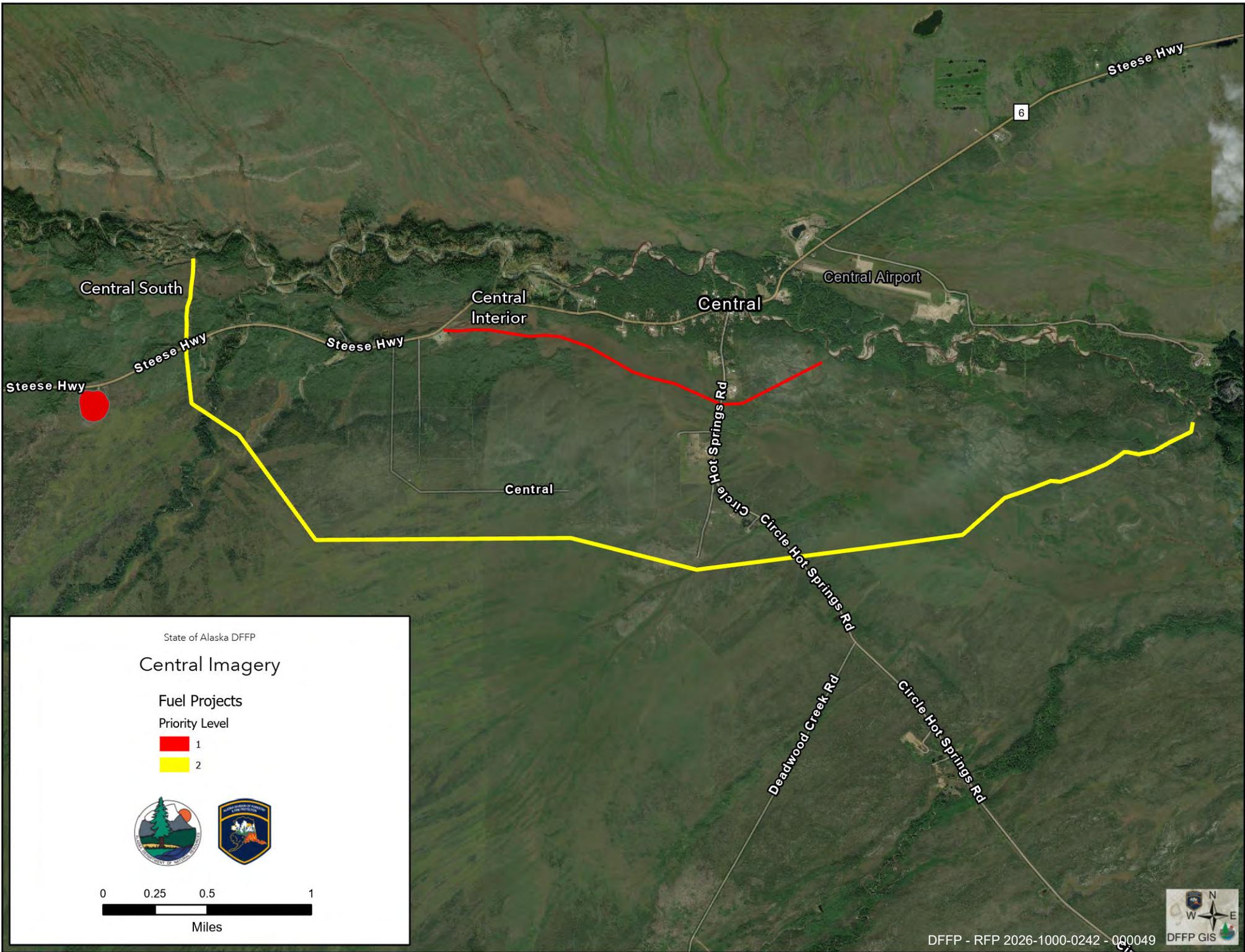
- a. The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the Contractor, the State is liable only for payment in accordance with the payment provisions of this contract for 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.

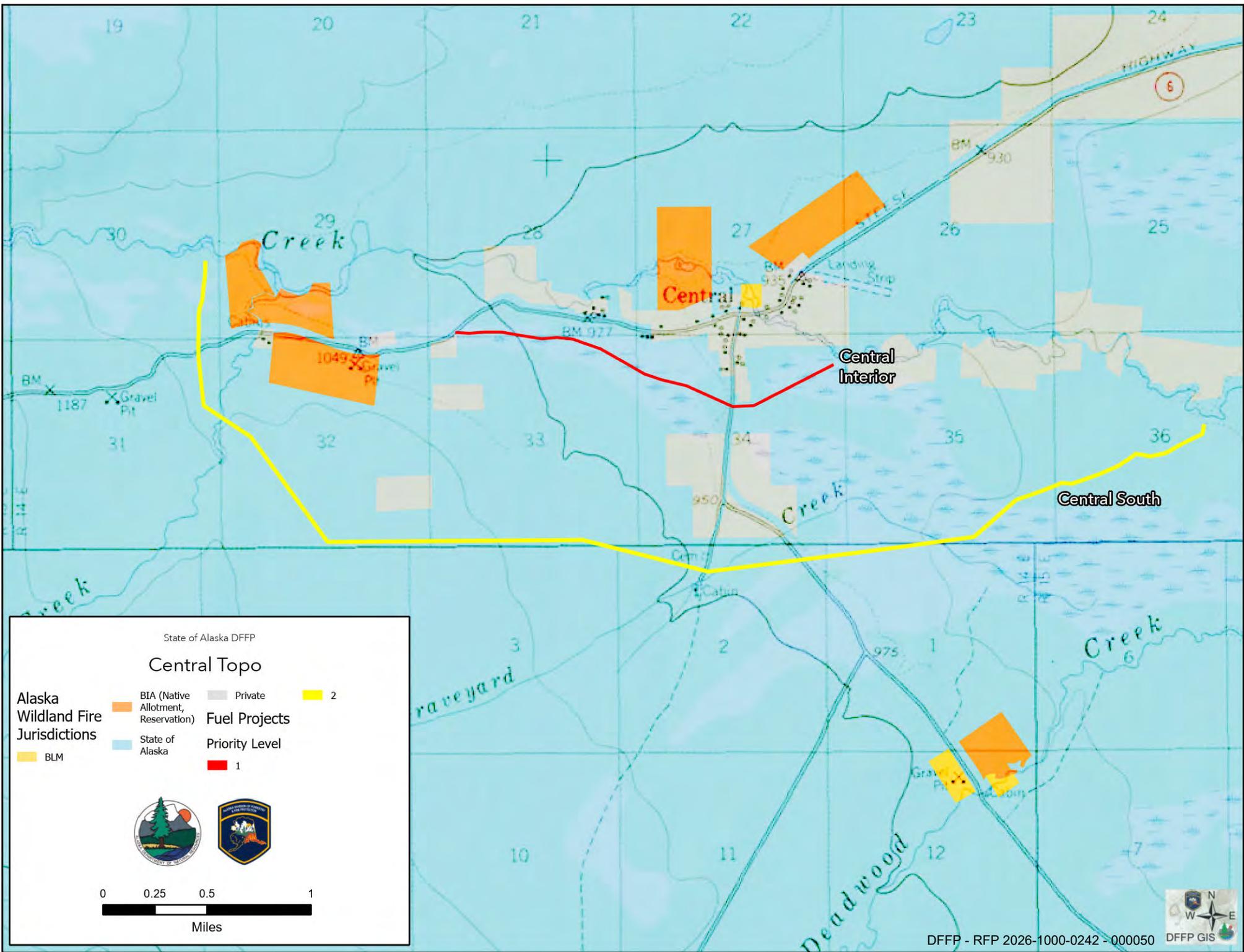
**20. Governing Law; Forum Selection**

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.









State of Alaska DFFP

### Central Topo

Alaska  
Wildland Fire  
Jurisdictions

BLM

BIA (Native  
Allotment,  
Reservation)

Private

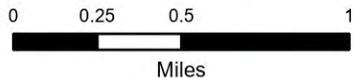
State of  
Alaska

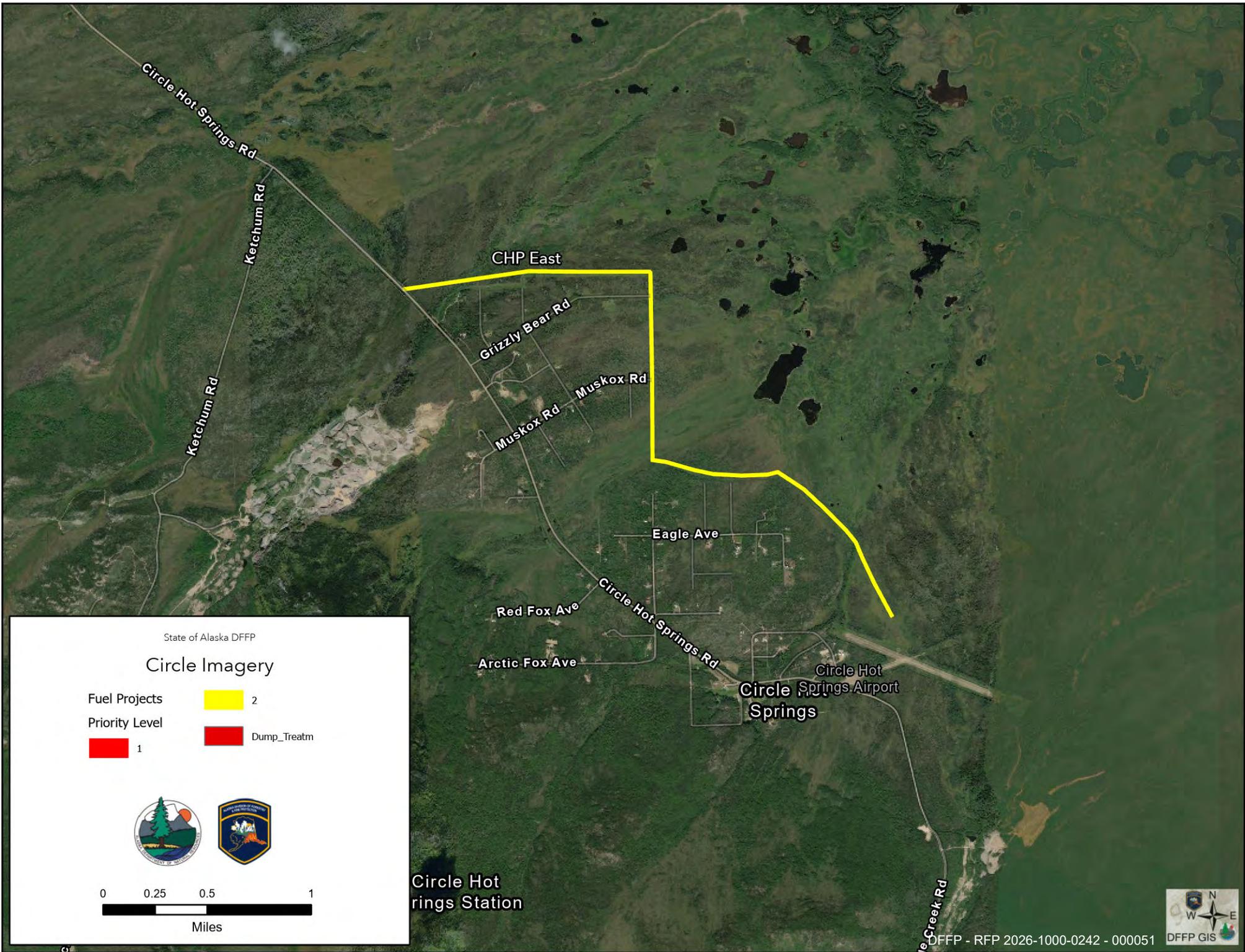
Fuel Projects

Priority Level

1

2

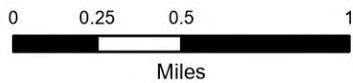




State of Alaska DFFP

### Circle Imagery

- Fuel Projects  2
- Priority Level  1 Dump\_Treatm

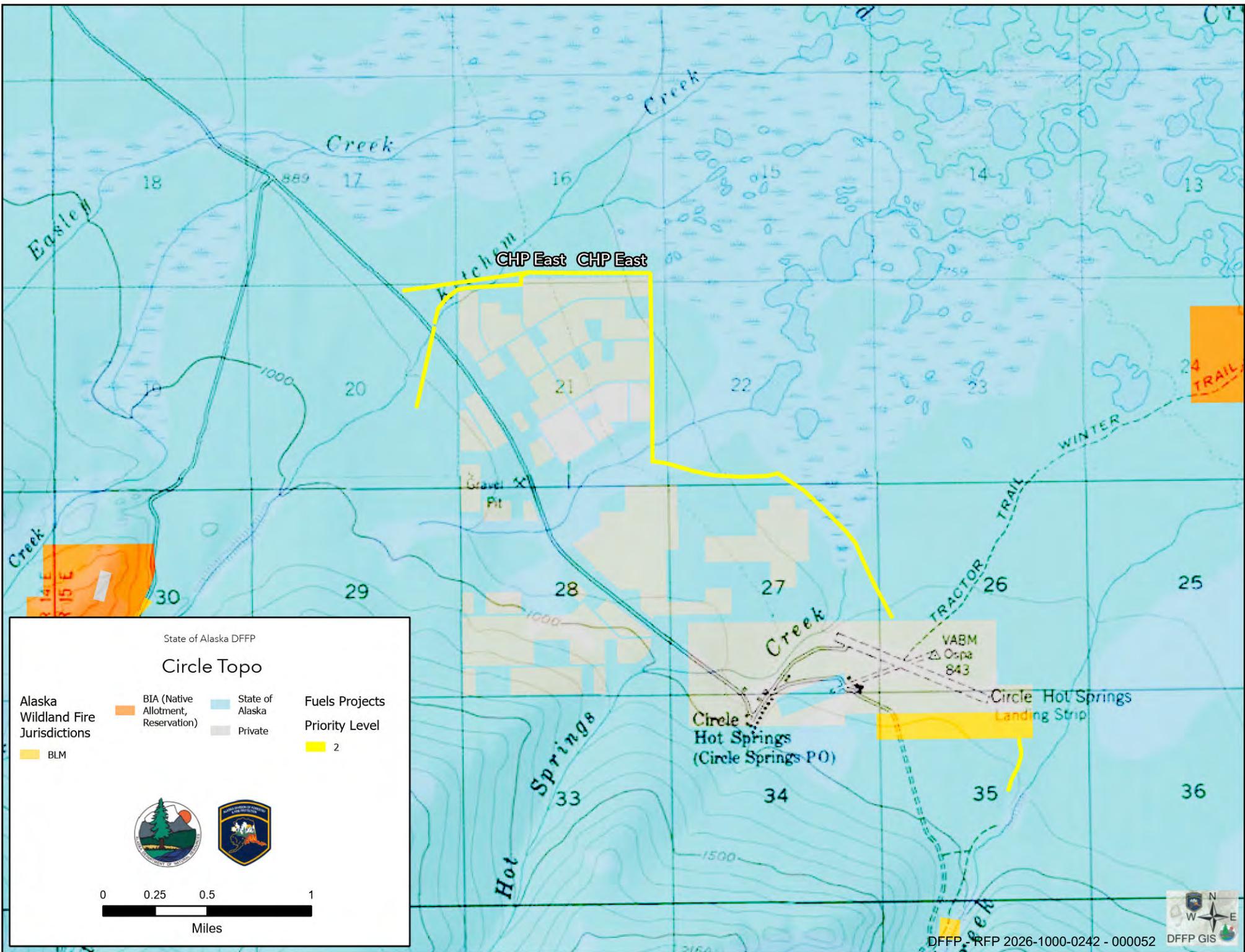


Circle Hot Springs Station

Circle Creek Rd

Circle Hot Springs Airport  
Circle Hot Springs







**LAND USE PERMIT  
AS 38.05.850**

**PERMIT # LAS 35736**

*The Division of Forestry and Fire Protection, herein known as the Grantee, is issued this permit from the Department of Natural Resources, herein known as the Grantor, authorizing the use of state land within:*

**Legal Description**

Sections 1, 2, 3, 4, 11, 12 of Township 8 North, Range 14 East, Fairbanks Meridian  
Sections 16, 20, 21, 22, 26, 27, 28, 29, 32, 33, 34, 35 of Township 8 North, Range 15 East, Fairbanks Meridian  
Sections 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 Township 9 North, Range 14 East, Fairbanks Meridian  
Sections 19, 30, 31, Township 9 North, Range 15 East, Fairbanks Meridian

**This permit is issued for the purpose of authorizing the following:**

The use of a tracked skid-steer type vehicle and hand crews to construct firebreaks totalling approximately 22 miles long and 50-150 feet wide surrounding the communities of Central and Circle Hot Springs. Additional work to lay gravel around the Central landfill is also authorized. Mechanized work would occur October through May with hand crews working during the summer and fall.

This permit is for the term beginning January 5, 2026 and ending January 4, 2031 unless sooner terminated at the state's discretion, effective the date of signature by the Authorized State Representative. This permit does not convey an interest in state land and as such is revocable, with or without cause. The Grantor will give 30 days' notice before revoking a permit at will. A revocation for cause is effective immediately. No preference right for use or conveyance of the land is granted or implied by this authorization.

This permit is issued subject to the following:

- Signed copy of permit.

All activities shall be conducted in accordance with the following stipulations:

- 1. Authorized Officer:** The Authorized Officer (AO) for the State of Alaska (State), Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), is the Regional Manager or designee.

LAS 35736 LUP

2. **Change of Contact Information:** The Grantee shall maintain current contact information with the AO. Any change of contact information must be submitted in writing to the AO.
3. **Valid Existing Rights:** This authorization is subject to all valid existing rights and reservations in and to the authorized area. The State makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.
4. **Preference Right:** No preference right for subsequent authorizations is granted or implied by this authorization.
5. **Inspections:** The AO shall have reasonable access to the authorized area for inspection, which may be conducted without prior notice. If the Grantee is found to be in noncompliance the authorized area may be subject to reinspection. The Grantee may be charged for actual expenses of any inspection.
6. **Public Access:** The construction, operation, use, and maintenance of the authorized area shall not interfere with public use of roads, trails, waters, landing areas, and public access easements. The ability to use or access state land or public waters may not be restricted in any manner. However, if a specific activity poses a safety concern, the AO may allow the restriction of public access for a specific period of time. The Grantee is required to contact the AO in advance for approval. No restriction is allowed unless specifically authorized in writing by the AO.
7. **Public Trust Doctrine:** This authorization is subject to the principles of the Public Trust Doctrine regarding navigable or public waters which guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. The AO reserves the right to grant other interests consistent with the Public Trust Doctrine.
8. **Alaska Historic Preservation Act:** The Alaska Historic Preservation Act, AS 41.35.200, prohibits the appropriation, excavation, removal, injury, or destruction of any state owned historic, prehistoric, archaeological or paleontological site without written approval from the DNR Commissioner. Should any sites be discovered, the Grantee shall cease any activities that may cause damage and immediately contact the AO and the Office of History and Archaeology in the Division of Parks and Recreation.
9. **Compliance with Government Requirements:** The Grantee shall, at its expense, comply with all federal, state, and local laws, regulations, and ordinances directly or indirectly related to this authorization. The Grantee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.
10. **Incurred Expenses:** The Grantor shall in no way be held liable for expenses incurred by the Grantee connected with the activities directly or indirectly related to this authorization.
11. **Waiver of Forbearance:** Any failure on the part of the AO to enforce the terms of this authorization, or the waiver of any right under this authorization by the Grantee, unless in writing, shall not discharge or invalidate the authorization of such terms. No forbearance or

written waiver affects the right of the AO to enforce any terms in the event of any subsequent violations of terms of this authorization.

- 12. Severability Clause:** If any clause or provision of this authorization is, in a final judicial proceeding, determined illegal, invalid, or unenforceable under present or future laws, then the grantor and the Grantee agree that the remainder of this authorization will not be affected, and in lieu of each clause or provision of this authorization that is illegal, invalid, or unenforceable, there will be added as a part of this authorization a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.
- 13. Permit Extensions/Reissuance:** Any request for permit extension or reissuance should be submitted at least 90 days prior to the end of the authorized term. A written statement requesting a one-year extension confirming there will be no changes to the development/operations plan, including photographs clearly depicting the current condition of the site and any improvements, must be submitted to the AO with any required filing fee. A new Land Use Permit application and any required filing fee is required when requesting reissuance of up to five years or for modifications to the approved development/operations plan on file with DMLW.
- 14. Assignment:** This permit may not be transferred or assigned.
- 15. Reservation of Rights:**
- a. The AO reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land under this authorization.
    - a. To meet CWPP objective, Central and Circle Hot Springs fuels treatments will be jointly managed by the Alaska Department of Natural Resources and the BLM - Alaska Fire Service. Under this land use permit, it is expected that AFS will implement fuels treatments beyond the scope of the AFS/DNR cooperative agreement (or GNA Agreement) but within the scope of the CWPP's mitigation plan.
  - b. Authorized concurrent users of state land, their agents, employees, contractors, subcontractors, and licensees, shall not interfere with the operation or maintenance activities of each user.
  - c. The AO may require authorized concurrent users of state land to enter into an equitable operation or maintenance agreement.
- 16. Violations:** A violation of this authorization is subject to any action available to the State for enforcement and remedies, including revocation of the permit, civil action for forcible entry and detainer, ejectment, trespass, damages, and associated costs, or arrest and prosecution for criminal trespass in the second degree. The State may seek damages available under a civil action, including restoration damages, compensatory damages, and treble damages under AS 09.45.730 or AS 09.45.735 for violations involving injuring or removing trees or shrubs, gathering geotechnical data, or taking mineral resources.

- 17. Directives:** Directives may be issued for corrective actions that are required to correct a deviation from design criteria, project specifications, stipulations, State statutes or regulations. Work at the area subject to the Directive may continue while implementing the corrective action. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by DNR.
- 18. Stop Work Orders:** Stop Work Orders may be issued if there is a deviation from design criteria, project specifications, stipulations, State statutes or regulations and that deviation is causing or is likely to cause significant damage to state resources. Under a Stop Work Order, work at the area subject to the Stop Work Order may not resume until the deviation is cured and corrective action is taken. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by DNR.
- 19. Notification of Discharge:** The Grantee shall immediately notify the Department of Environmental Conservation (DEC) and AO of any unauthorized discharge of any amount of oil to water, a discharge of any amount of a hazardous substances (other than oil), and any discharge of oil greater than 55 gallons on land. All fires and explosions must also be reported immediately.
- If a discharge, including a cumulative discharge, of oil is greater than 10 gallons but less than 55 gallons, or a discharge of oil greater than 55 gallons is made to an impermeable secondary containment area, the Grantee shall report the discharge within 48 hours. Any discharge of oil greater than one gallon up to 10 gallons, including a cumulative discharge, solely to land, must be reported in writing on a monthly basis.
- Notification of discharge must be made to DEC online at [ReportSpills.alaska.gov](http://ReportSpills.alaska.gov) or by phone at 1-800-478-9300.
- Notification of discharge must be made to the appropriate DNR Office, preferably by e-mail: Anchorage email [dnr.scro.spill@alaska.gov](mailto:dnr.scro.spill@alaska.gov), (907) 269-8528; Fairbanks email [dnr.nro.spill@alaska.gov](mailto:dnr.nro.spill@alaska.gov), (907) 451-2739; Juneau email [dnr.sero.spill@alaska.gov](mailto:dnr.sero.spill@alaska.gov), (907) 465-3513. The Grantee shall supply the AO with all incident reports submitted to DEC.
- 20. Returned Check Penalty:** A returned check penalty of \$50.00 will be charged for any check on which the bank refuses payment. Late payment penalties shall continue to accrue.
- 21. Late Payment Penalty Charges:** The Grantee shall pay a fee for any late payment. The amount is the greater of either \$50.00 or interest accrued daily at the rate of 10.5% per annum and will be assessed on each past-due payment until paid in full.
- 22. Use Fees:** In accordance with 11 AAC 05.020(b)(5), this permit is not subject to an annual fee.
- 23. Request for Information:** The AO, at any time, may require the Grantee to provide any information directly or indirectly related to this authorization, in a manner prescribed by the AO.

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**24. Site Disturbance:** Site disturbance shall be kept to a minimum to protect local habitats. All activities at the site shall be conducted in a manner that will minimize the disturbance of soil and vegetation and changes in the character of natural drainage systems.

Brush clearing is allowed but should be kept to the minimum necessary. Removal or destruction of the vegetative mat is not authorized under this permit.

Establishment of, or improvements to, landing areas (i.e. leveling the ground or removing or modifying a substantial amount of vegetation) is prohibited.

Attention must be paid to prevent pollution and siltation of streams, lakes, ponds, wetlands, and disturbances to fish and wildlife habitat.

Any ground disturbances which may have occurred shall be contoured to blend with the natural topography to protect human and wildlife health and safety.

**25. Indemnification:** In connection with the entry on or use of assigned lands, subject to the limitations and provisions of AS 09.50.250-.270 and AS 37.05.170, the Grantee shall ensure that its contractors and subcontractors shall indemnify, save harmless, and defend the State, its agents and its employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly from the construction or the contractor's performance of the contract, except when the proximate cause of the injury or damage is the State's sole negligence.

**26. Performance Guaranty and Insurance:** As the Grantee is a State agency that is self-insured and bonded, and as the State guarantees compliance through statutes and regulations, no performance guarantee or insurance will be required. In the event the Grantee becomes aware of a claim against any of its liability coverage, the Grantee shall notify, and provide documentation and full disclosure of the claim to the AO within 30 days.

**27. Fuel and Hazardous Substances:** No fuel or hazardous substances may be stored on state land.

**28. Fuel and Hazardous Substances:**

- a. The use and/or storage of hazardous substances by the Grantee must be done in accordance with existing federal, state and local laws, regulations and ordinances. Debris (such as soil) contaminated with used motor oil, solvents, or other chemicals may be classified as a hazardous substance and must be removed and disposed of in accordance with existing federal, state and local laws, regulations and ordinances.
- b. Drip pans and materials, such as sorbent pads, must be on hand to contain and clean up spills from any transfer or handling of fuel.
- c. Vehicle refueling shall not occur within the annual floodplain or tidelands. This restriction does not apply to water-borne vessels provided no more than 30 gallons of fuel are transferred at any given time.

- d. During equipment maintenance operations, the site shall be protected from leaking or dripping hazardous substances or fuel. The Grantee shall place drip pans or other surface liners designed to catch and hold fluids under the equipment or develop a maintenance area by using an impermeable liner or other suitable containment mechanism. Secondary containment shall be provided for fuel or hazardous substances. All fuel and hazardous substance containers shall be inspected for defects and marked with the contents and the Grantee's name using paint or a permanent label. Secondary containment shall be provided for fuel or hazardous substances. All fuel and hazardous substance containers shall be marked with the contents and the Grantee's name using paint or a permanent label.

**29. Waste disposal:** On-site refuse disposal is prohibited unless specifically authorized. All waste generated during operation, maintenance, and termination activities under this authorization shall be removed and disposed of at an off-site DEC approved disposal facility. Waste, in this paragraph, means all discarded matter, including but not limited to human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and discarded equipment.

- a. The Central landfill is unauthorized and *not* a DEC approved facility.

**30. Wastewater Disposal:** All grey-water and human waste must be disposed of in a pit, or containment which can easily be transported and disposed of at an DEC approved disposal site. If a pit is used, it must be located at least 100 feet from the ordinary high-water mark of any water body, limed and backfilled on or before the last day of each annually authorized term of use.

**31. Destruction of Markers:** The Grantee shall protect all survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed corner posts against damage, destruction, or obliteration. The Grantee shall notify the AO of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the Grantee's expense in accordance with accepted survey practices of the DMLW.

**32. Site Maintenance:** The authorized area shall be maintained in a neat, clean, and safe condition, free of any solid waste, debris, or litter, except as specifically authorized herein. Nothing may be stored that would be an attractive nuisance to wildlife or create a potentially hazardous situation.

**33. Maintenance of Improvements:** The Grantor is not responsible for maintenance of authorized improvements or liable for injuries or damages related to those improvements. No action or inaction of the Grantor is to be construed as assumption of responsibility.

**34. Amendment or Modification:** The Grantee may request an amendment or modification of this authorization; the Grantee's request must be in writing. Any amendment or modification must be approved by the AO in advance and may require additional fees and changes to the terms of this authorization.

**35. Development Plan:** Development shall be limited to the authorized area and improvements specified in the approved development plan or subsequent modifications approved by the AO. The Grantee is responsible for accurately siting development and operations within the

authorized area. Any proposed revisions to the development plan must be approved in writing by the AO before the change in use or development occurs.

**36. Proper Location:** This authorization is for activities on state lands or interests managed by DMLW. It does not authorize any activities on private, federal, native, and municipal lands, or lands which are owned or solely managed by other offices and agencies of the State of Alaska. The Grantee is responsible for proper location within the authorized area.

**37. General Operation of Vehicles:** Existing roads and trails shall be used wherever possible. A permit from the AO is required for any off-road vehicular travel other than generally allowed use. Vehicles shall be operated without disturbing the vegetative mat and underlying substrate. Crossing waterway courses will be made using an existing low angle approach in order not to disrupt the naturally occurring stream or lake banks. There shall be no bank modification.

**38. Winter Cross-Country Travel:**

- a. Adequate Coverage
  - i. To prevent damage to the vegetative mat and underlying substrate, winter cross country travel may begin only after 6 inches of snow and 12 inches of ground frost exist.
  - ii. It is the responsibility of the Grantee to measure the snow and ice thickness to ensure that it is adequate for safe crossing.
  - iii. Ice roads and ice pads may be constructed in the work areas if they are thick enough to prevent damage to the vegetative mat and underlying substrate. No other ice roads are authorized under this permit.
- b. Cross-country travel must be completed within seventy-two hours of notification of closure from the AO.
- c. Ice and/or Snow Bridges and Ramps
  - i. This permit only authorizes the establishment and use of snow and/or ice bridges. The establishment of any other type of bridge is not authorized under this permit.
  - ii. Ice and/or snow bridges and approach ramps must be of sufficient strength to adequately support the weight of vehicles crossing them.
  - iii. Ice and/or snow bridges and approach ramps constructed at stream, river or slough crossings shall not contain extraneous material (i.e., soil, rock, brush, or vegetation) and shall be removed immediately after use or prior to breakup.
  - iv. Snow ramps, snow bridges or approved cribbing may be used as appropriate to provide access across streams to preclude cutting, erosion or degradation to stream banks.
  - v. Snow ramps or other mitigating measures will be used and/or constructed to prevent ice or snow bridges from being an unsafe obstacle to snowmachiners or others using the riverway for travel.
- d. Vehicle maintenance, campsites, and storage or stockpiling of material on the surface ice of lakes, ponds, or rivers is prohibited.
- e. Filling low spots and smoothing with snow and ice is allowed.
- f. To avoid additional freeze down of deep water pools that harbor overwintering fish, watercourses shall be crossed at shallow riffle areas from point bar to point bar.

- g. River ice shall be slotted to facilitate water flow during breakup.
- h. Compaction or removal of the insulating snow cover from the deep-water pool areas of rivers is prohibited.
- i. The route shall be dragged after equipment passage to smooth the trail surface for other users and to remove any cleat or tread marks in the compacted snow surface.

**39. Cross-Country Travel:**

- a. Trash, survey lathe, roadway markers, and other debris that has accumulated along the ice roads or cross-country routes shall be picked up and properly disposed of prior to freeze-up the following winter.
- b. Trail surface may be cleared of timber, brush, stumps and snags in a manner which does not disturb the vegetative mat.
- c. Blading or removal of the vegetative mat is prohibited except as approved by the AO.
- d. Potentially hazardous berms created along the authorized travel route must be clearly marked or fenced with materials that do not blend in with the surrounding environment. Such berms shall be removed upon completion of the project.
- e. Movement of equipment through willow (*Salix*) stands shall be avoided where possible.
- f. Stream banks shall not be altered to facilitate crossing or be disturbed in any way. If stream banks are inadvertently disturbed, they shall be immediately stabilized to prevent erosion and any resultant sedimentation into fish streams which may occur during or after construction. Stabilization shall include re-vegetation to be accomplished during the growing season in accordance with the directives of the DNR Plant Materials Center, 5310 S. Bodenbug Road, Palmer, AK 99645, (907) 745-4469.
- g. Immediately following the cessation of cross country travel, the Grantee shall restore areas where soil has been disturbed, or the vegetative mat has been damaged or destroyed. Restoration shall be accomplished in accordance with the directives of the DNR Plant Materials Center, 5310 S. Bodenbug Road, Palmer, AK 99645, (907) 745-4469. All rehabilitation shall be completed to the satisfaction of DNR or the applicable land manager.
- h. Incidents of damage to the vegetative mat and follow-up corrective actions that have occurred while operating under this authorization shall be reported to the AO within 72 hours of occurrence.

**40. Fire Prevention, Protection and Liability:** The Grantee shall take all reasonable precautions to prevent and suppress forest, structure, brush and grass fires, and shall assume full liability for any damage to state land and structures resulting from the negligent use of fire. The State is not liable for damage to the Grantee's personal property and is not responsible for forest fire protection of the Grantee's activity. To report a wildfire, call 911 or 1-800-237-3633.

The Authorized Officer reserves the right to modify these stipulations or use additional stipulations as deemed necessary. The Grantee will be advised before any such modifications or additions are finalized. DNR has the authority to implement and enforce these conditions under AS 38.05.850.

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Any correspondence on this permit may be directed to the Department of Natural Resources, Division of Mining, Land and Water, Northern Regional Land Office, 3700 Airport Way, Fairbanks, AK 99709, (907) 451-2740.

I have read and understand all of the foregoing and attached stipulations. By signing this permit, I agree to conduct the authorized activity in accordance with the terms and conditions of this permit.

	Statewide Fuels Coordinator	01/09/2026
Signature of Grantee or Authorized Representative	Title	Date
3700 Airport Way	Fairbanks	Alaska
Grantee's Address	City	State
		99709
		Zip
Nathan Zalewski	(907) 687-5519	(907) 687-5519
Contact Person	Home Phone	Work Phone
<hr/>		
Signature of Authorized State Representative	Title	Date



Bureau of Land Management  
Alaska Fire Service  
Alaska Division of Forestry and Fire Protection  
Bureau of Indian Affairs

# Community Wildfire Protection Plan

## Central and Circle Hot Springs 2025



**Deception Pup Fire (120 Acres), June 2024**  
**Lightning Caused Fire, 3 mi from Central, AK**  
**Cost to Suppress: \$938,700**

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## **I. EXECUTIVE SUMMARY**

Interior Alaska is a wildfire-dependent ecosystem. Fires can help restore nutrients to the soil, diversify vegetation, and increase wildlife habitat. However, these same fires have potential to destroy communities and homes. Two especially vulnerable communities within the Upper Yukon Zone (UYD) are Central (CEM) and Circle Hot Springs (CHP).

A hazard fuels risk assessment conducted by UYD employees in 2024 concluded that CEM and CHP are in a high wildfire risk category due to the accumulation of natural fuels, mature spruce stands, lichen abundance, lightning frequency, poverty of natural fire barriers and the flammability of structures. The following summer, after completion of the risk assessment, a lightning caused fire ignited 3 miles west of Central. The fire grew to 121 acres before smokejumpers and multiple loads of retardant successfully stopped the fire's growth. By then, the fire was 2.5 miles from the center of town and .35 miles from the nearest structure. Community residents are veterans of forest fires, and this fire was only the latest ignition in a long series of historical fires.

This Community Wildfire Protection Plan highlights and quantifies wildfire risk factors in the Greater Central Area (i.e., within the Wildland Urban Interface boundary). It also aims to engage and address wildfire-related community concerns. The attached mitigation plan includes recommendations to residents regarding how they might Firewise their own land. Site-specific fuels reduction and Firewise landscaping, along with wildfire prevention/education will be the primary tools to address risk.

## **II. BACKGROUND**

The Community Wildfire Protection Plan (CWPP) process assists communities in developing an appropriate and desired wildfire protection plan. Completion of a CWPP requires five major activities: 1) Identify stakeholders, 2) Complete community risk assessment, 3) Address priorities, 4) Develop mitigation plan, and 5) Establish a monitoring plan. The Alaska Wildland Fire Coordinating Group (AWFCG) encourages the development of a Greater Central Area CWPP, as defined by the Healthy Forests Restoration ACT (HFRA).

## **III. COLLABORATION**

The Greater Central Area CWPP is a collaborative effort between state and federal agencies, and the residents of Central and Circle Hot Springs. The Alaska Fire Service has been represented in this project by UYD Fire Management Officer, Kip Shields and by UYD Fuels Specialist Ben Ferguson, Melissa Fischer and Chris Demers. This document was prepared, consulted and/or approved by:

1. Residents of Central and Circle Hot Springs. Community meetings were held on:
  - a. August 2021 at Skookum Roadhouse
  - b. May 2024 at Skookum Roadhouse
  - c. May 2025 at Skookum Roadhouse
2. State of Alaska – Division of Forestry & Fire Protection
3. Bureau of Indian Affairs – Alaska Region
4. Bureau of Land Management – Alaska Fire Service

## **IV. ASSESSMENT TO PRIORITIZE AREAS FOR FUEL REDUCTION**

### **A. Introduction:**

Central is a census designated place (CDP). It's located on the Steese Highway 125 miles northeast of Fairbanks and 28 miles southwest of Circle. It lies at approximately 65° 34.582 N Latitude, 144° 47.600' W

Longitude (Sec. 27, T009N, R014E). The community is in the Fairbanks Recording District.

After discovery of gold in the Circle Mining District in the 1890s, a centrally located roadhouse was needed between Circle and the mining operations at Mammoth, Mastodon, Preacher and Birch Creeks. Central House, originally built around 1894, was located at the supply trail's crossing of Crooked Creek. It became the center of a small community of miners who settled there and provided food and shelter to travelers and support services to nearby miners. In 1906, the Alaska Road Commission began construction of a wagon road to replace the primitive pack trail from Circle to Birch Creek mining operations. By 1908, construction had reached Central. The original roadhouse burned to the ground and was rebuilt in the mid-1920s. A post office was established in 1925. In 1927, the road link to Fairbanks was completed. The road was named the Steese Highway in honor of General James Steese, former president of the Road Commission. Mining continued until the beginning of World War II. After the war, a few miners returned to Central, but mining declined through the 1950s and 60s. Mining rebounded in the mid-1970s with rising gold prices. In 1978, the Circle Mining District was the most active in Alaska, with 65 gold mining operations employing over 200 people. Today Central still has many active mining claims in the area and hosts a checkpoint every February for the world-famous Yukon Quest sled dog race. The Mosquito Fest music festival is also featured annually in the third weekend of every August.

The separate community of Circle Hot Springs (8.5 to the Southeast) uses Central as a supply hub. For planning purposes, we have added this community to the CWPP for Central. Circle Hot Springs has also been threatened by fire multiple times in the last two decades. An estimated 26 residents reside there in summer. Circle Hot Springs was established by Franklin Leach in 1905 when he started construction on the resort. The spring was important to and has been used by the Athabaskan people for thousands of years. Like Central, this town's population peaked before the discovery of gold in the Klondike and Nome. Later, the development of the hot springs attracted miners and tourists. The post office and airstrip were established in 1924. The Artic Circle Hot Springs Resort is currently closed for business, but mining claims in the area remain active. Remote mining in Alaska is arduous. Equipment problems, inclement weather, forecasting profit margins relative to extraction methods and operating costs are lifestyle factors which reward problem solving skills and personal grit. These factors contribute to the special character and self-reliant ethos of Central and Circle Hot Springs.



*Figure 1: Circle Hot Springs, 1920*

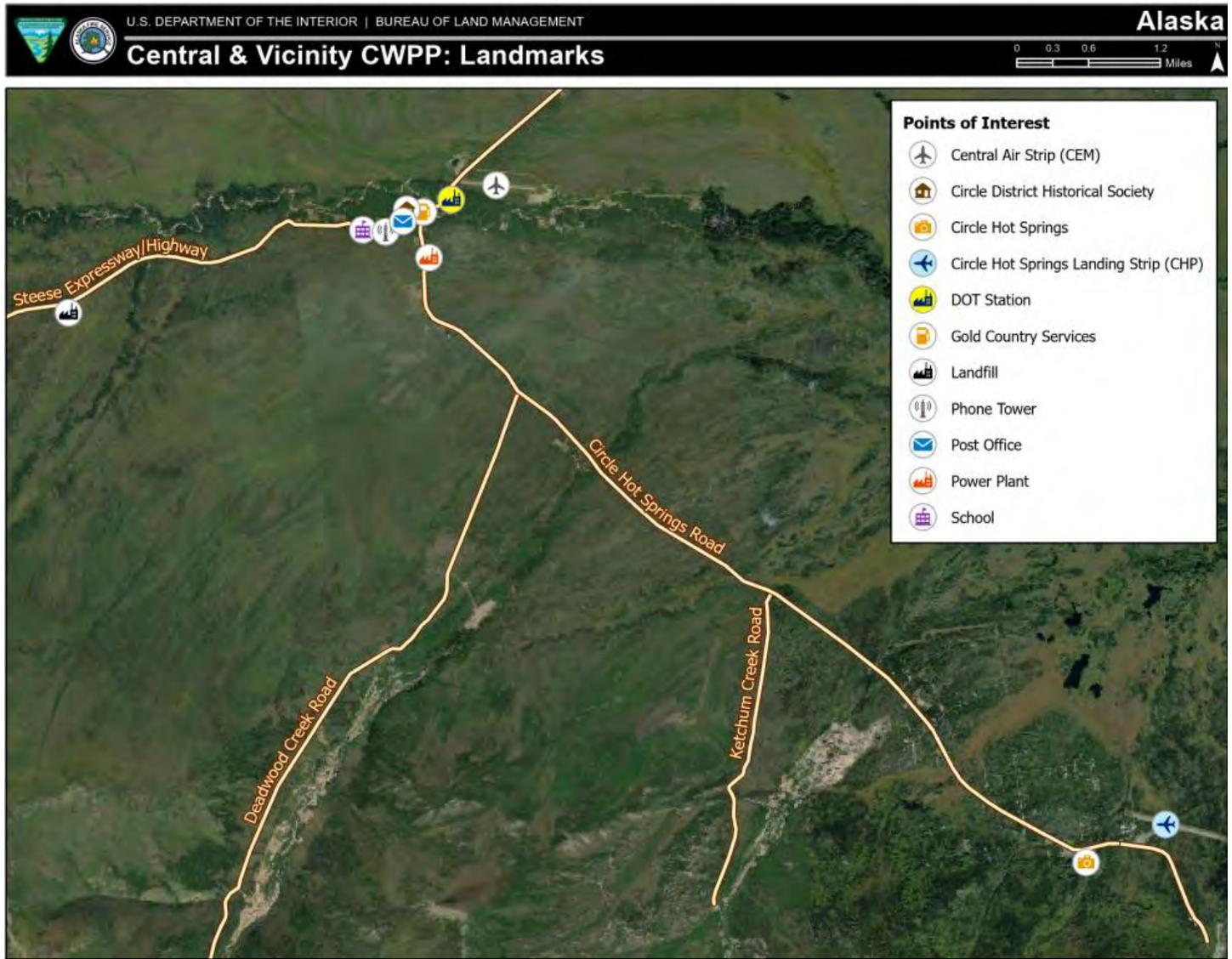


Figure 2 Central and Circle Hot Springs Landmarks



# Draft Wildland-Urban Interface Boundary

Bureau of Land Management  
 Alaska Fire Service  
 PO Box 35005  
 Fort Wainwright, AK 99703  
 (907) 356-5600



5/9/2025

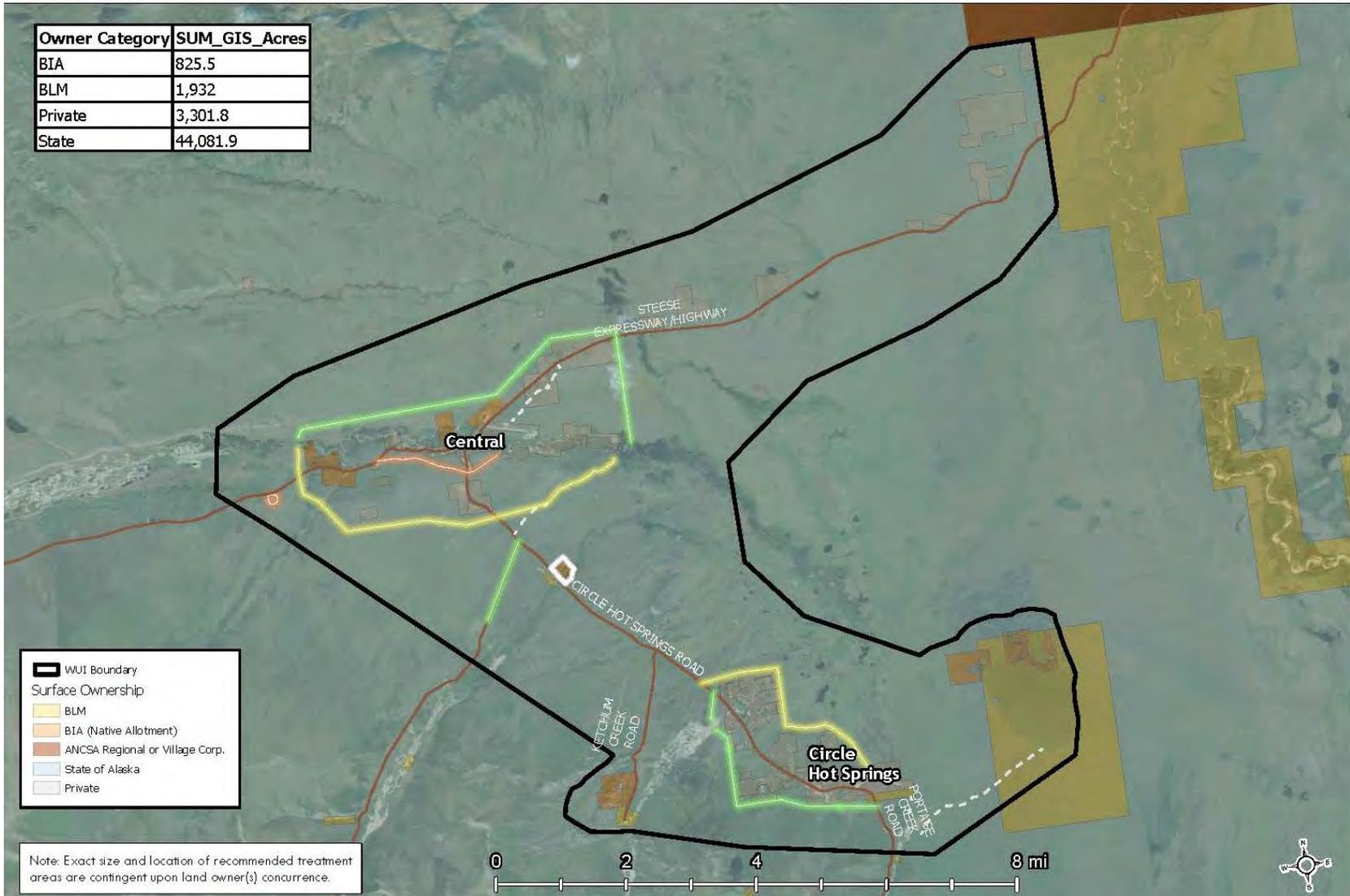


Figure 3 Proposed WUI Boundary

## **B. Identification and Description of the Community and Area**

The WUI boundary was delineated based on input from the residents of Central and Circle Hot Springs as well as employees from the Alaska Fire Service, Bureau of Indian Affairs and the Division of Forestry & Fire Protection. All proposed treatments are within the boundary. At a roughly 2 mi offset, the WUI boundary parallels CHP Road and a segment of the Steese Highway nearest CEM and CHP. The boundary stretches to the northeast (toward the Birch Creek bridge) to include additional homes and private property. Throughout the document, the WUI boundary is also referred as the Greater Central Area.

### **Community Name: Central**

Incorporation Type: Unincorporated Census-Designated Place

Location: Approximate coordinates for Central are 65° 34.582 N Latitude by 144° 47.600' W Longitude. The community is on the Steese Highway 125 miles northeast of Fairbanks and 28 miles southwest of Circle.

Climate: Central falls within the continental climate zone, characterized by extreme temperature differences. The continental climate zone encompasses most of the central part of the state and experiences extremely cold winters and warm summers.

Population: 60 (Population Year: 2023). However, according to locals, the year-around population is between 40 and 50. During the active mining season, the population in the Greater Central Area swells to hundreds.

Estimated Number of Primary Structures: 46. Primary structures include houses (inhabited or not), large buildings, commercial and community buildings. This figure was derived from local knowledge and satellite imagery.

Estimated Number of Outbuildings: 120

CEM and CHP Community Buildings/Infrastructure: (included in primary structure count)

- Church and Museum
- Electrical Power Plant (20 miles of power lines)
- School (no longer used). Building appears to be reasonably good condition.
- Landfill (State Property)
- BLM Field Station
- DOT Facility
- Post Office

Runway: A gravel runway 2782' long is owned by the State of Alaska (DOT) and is located .5 miles northeast of Central along the Steese Highway. Warbelows Air Ventures provides commercial flights.

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### **Community Name: Circle Hot Springs**

Location: Approximate coordinates are 65° 29.400 N Latitude by 144° 39.300' W Longitude

Incorporation Type: Unincorporated Census-Designated Place

Current Population: 26 estimated during fire season.

Estimated Number of Primary Structures: 80. Estimate was derived from local knowledge and satellite imagery.

Estimated Number of Outbuildings: 200

## **Central and Circle Hot Springs**

### Local Industry, Utilities and Commercial Enterprises:

Placer gold mining is the primary industry in the Greater Central Area. Lumber is also harvested by some residents and a few people harvest and sell firewood. Commercial business include:

- Gold Country Energy
- Gold Country Services
- Skookum Roadhouse: restaurant, bar, convenience store and gas station.
- Circle District Historical Society Museum
- Utilities include telephone through United Utilities and electrical service (Gold Country Energy).

### Local Government

There is no city council, mayor, or organized government and no fire department. There are several volunteer EMTs but no official emergency service provider. Most homes have wells, and there is a privately owned water fill site for community members who haul their own water.



*Figure 4 Skookum Gold Camp and Roadhouse*

Cultural Sites: Community cemetery (see map below) and historic buildings and mining equipment.

Landfill: Central maintains a Class III landfill located 1.5 mi west of Central on the south side of the Steese Highway. The site is leased from the State of Alaska and inspected every few years. There is no known community landfill for Circle Hot Springs.

Hazards: Known hazards include natural fuel loading, underground power lines, disturbed soils, overgrown/obscured mining equipment. Another possible hazard is the now decommissioned Crabb's landfill site, 2.7 mi south of Central on the west side of CHP road.

**Fire Equipment:** Neither community owns dedicated fire equipment nor operates a fire department. However, excavators are generally plentiful. Some residents also own bull dozers and large water pumps. The nearest wildland fire suppression resources are the AFS smokejumpers with a 30–40-minute response time. Drive time for ground-based resources traveling from Fairbanks to Central is 3 to 4 hours.

**Fire Prevention Efforts:** Very little to date. However, multiple fire control lines were constructed by bulldozer during the last two decades. Most were constructed during the 2004 fire season. See *Figures 8 and 11*.

**Other Community Values:** Native allotments within WUI boundary (420 acres).

### C. Areas or Values to be Protected

The highest risk of wildland fire in the Greater Central Area is a lightning or a human-caused fire starting within the WUI.

Areas of concern include the community powerplant and power lines, community buildings, private homes and property, Alaska Native allotments, and the shuttered Arctic Circle Resort in Circle Hot Springs.

### D. Assessment of Risk/Hazard, Barriers, Fire Protection Resources, and Firewise

Table 1: Fire Regime within the Boreal Forest (CFFDRS = C2)

Fire Regime Group	Frequency (Fire Return Interval)	Severity
IV A	35-100 Years	High Stand Replacing

Table 2: Overall Risk Assessment Rating Chart

Category	Rating
Fuels Risk/Hazard inside WUI	High
Fuels Risk/Hazard outside WUI	High
Barriers	High
Fire Protection	Moderate
Community Firewise Rating	Moderate
NFRC Database-Wildfire Likelihood	High
<b>Final Rating:</b>	<b>High</b>

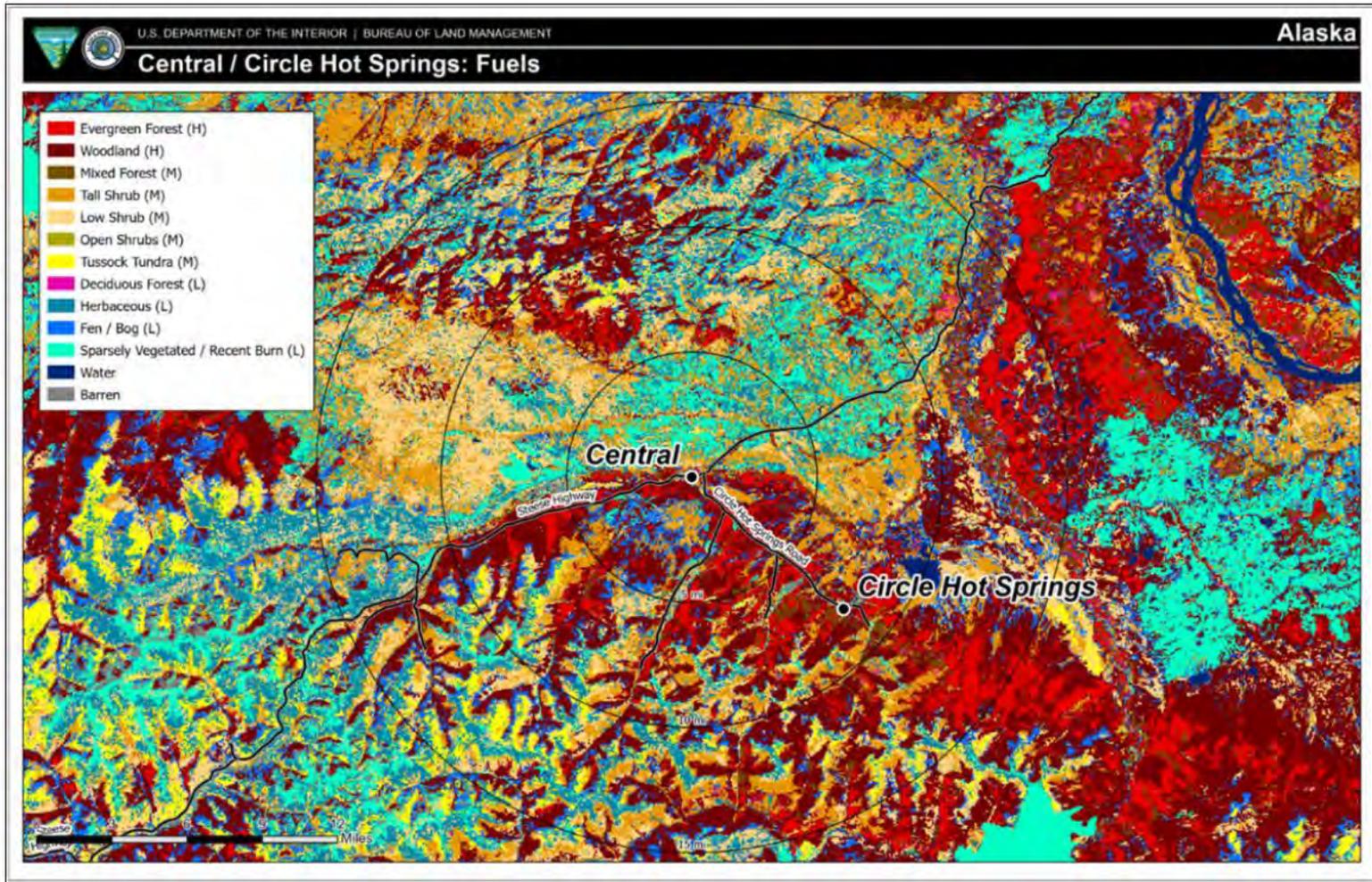


Figure 5: Hazard Fuels Map

**Discussion:** As shown, the fuels south of Central and around Circle Hot Springs are mostly spruce forest. Not shown in the map is the unique abundance of fire-carrying caribou lichen south of Central, noticeable in satellite imagery as patches of white through the forest canopy. Fuels north of Central, within the large footprint of the Bolgen Creek Fire, are mostly shrub and tussock with sapling spruce and hardwoods – fuels that will carry fire but at reduced intensity. The terrain south of Circle Hot Springs is a mixture of heavily wooded spruce forest in the lower elevations and mixed spruce and hardwoods along mid-slopes. Above 2500' elevation, hazard fuels diminish.

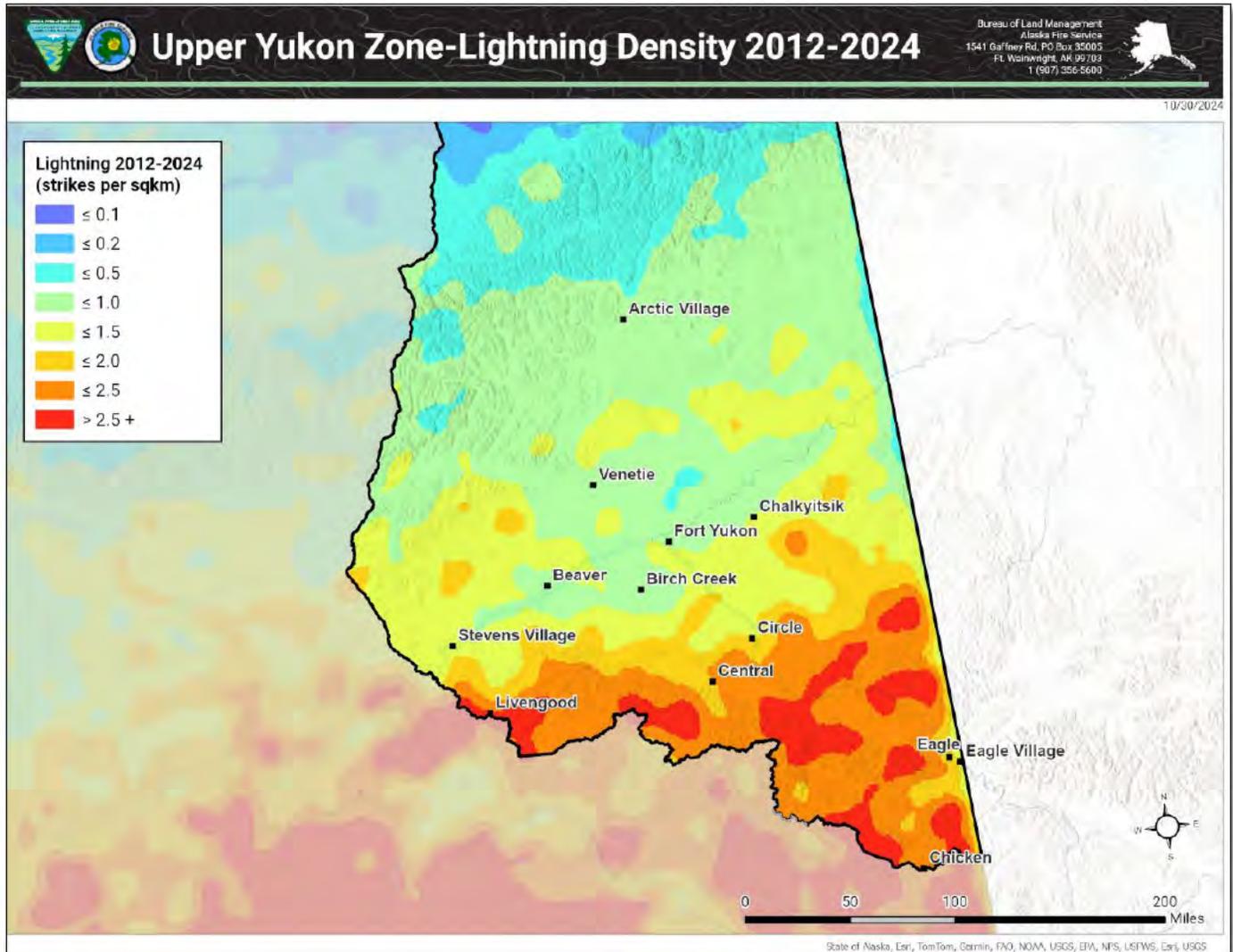


Figure 6: Average Lightning Density by Year

**Discussion:** The local geography of the upper Yukon basin along the Yukon River strongly influences ignition potential in the vicinity of Central. The density map showing 2+ strikes per square kilometer, per year (between 2012 and 2024) is higher than the Upper Yukon Zone average. Red areas show comparatively greater lightning density, although these areas are largely in the Tanana Hills – the mountain range that separates the Tanana and Yukon River watersheds. The range does not generally support large fire growth.

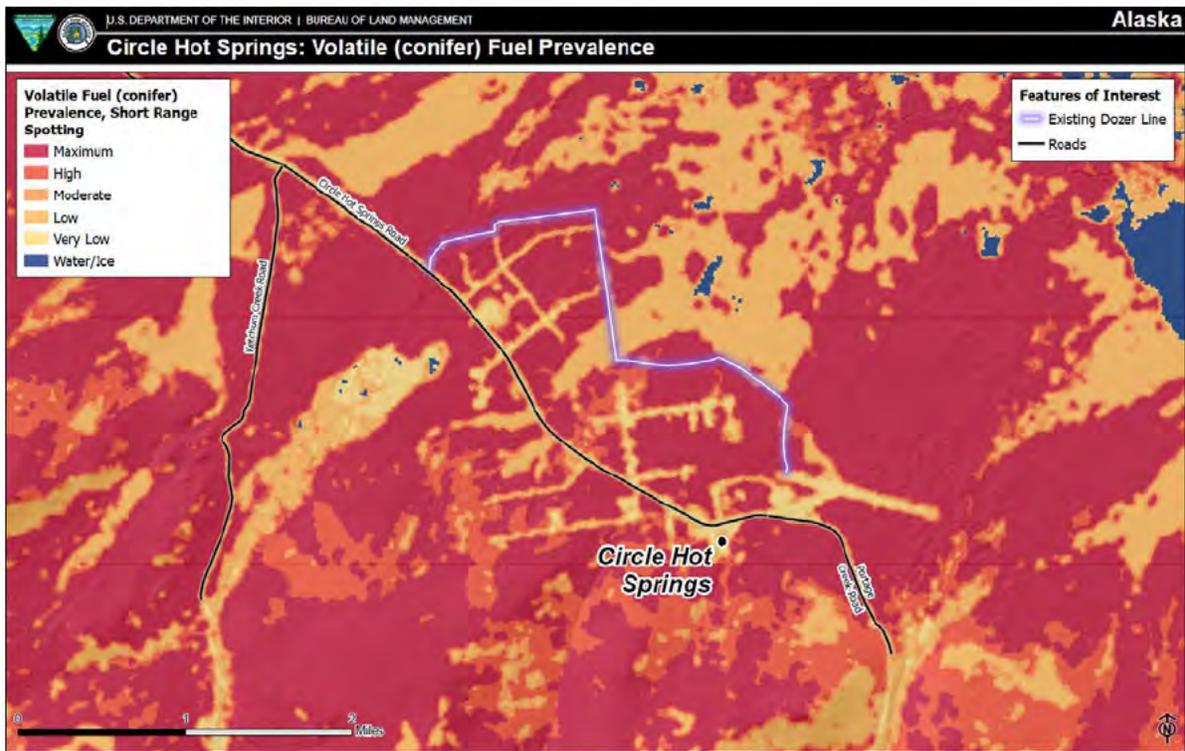
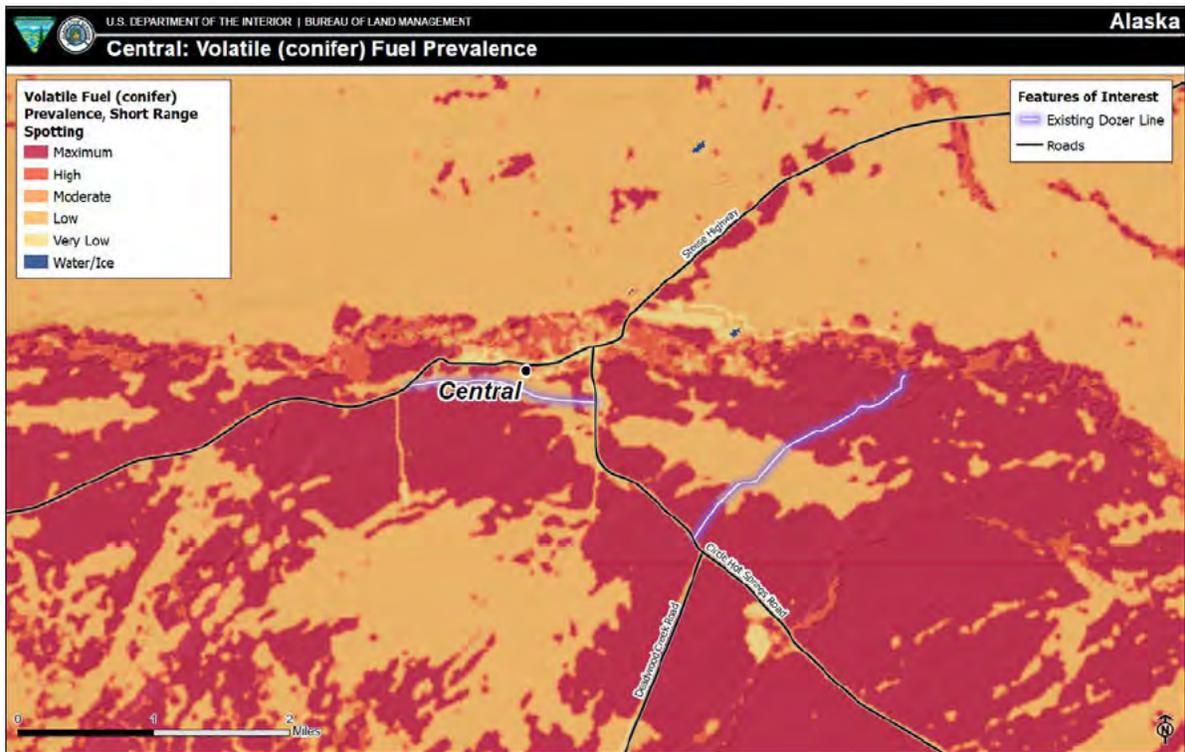


Figure 7: Volatile Fuel Prevalence

**Discussion:** Broken and unbroken stands of mature black spruce, identified by dark red, pervade Central and Circle Hot Springs. These stands have the potential to sustain large fire growth from within the WUI, or to create pathways to it from without. North of Central, the Bolgen Creek Fire scar, indicated by the brighter color scheme, is for now an effective barrier to rapid fire growth.

### Individual Risk/Hazard Analysis Charts

- Inside community: The rating area includes lands within a mile of the community in all directions. The rating is based on history/likelihood of fire in the community and the presence of hazard fuels.
- Outside community: The rating area is from 1-10 miles outside the community and is based on the history/likelihood of fire in the area and presence of hazard fuels.

**Table 3: Risk/Hazard Analysis (Inside and within 1 mile of WUI Boundary)**

<b>FUEL Types (predicated fire behavior based on historic summertime weather with, hot dry conditions)</b>	<b>Wildland Fire Hazard</b>	<b>Percent of Area</b>
Black Spruce Boreal Forest (CFFDRS=C2) <i>rate of spread: high / intensity: high / spotting potential: high</i>	High	25%
Black Spruce Lichen Woodland (CFFDRS=C1) <i>rate of spread: moderate / intensity: moderate / spotting potential: high</i>	High	10%
Grass (cured tall standing or matted; CFFDRS = O1a/O1b) <i>rate of spread: high / intensity: moderate / spotting potential: low</i>	Moderate	2%
Mixed Boreal Forest (may include white or black spruce, aspen and/or birch; CFFDRS=M1) <i>rate of spread: moderate / intensity: moderate / spotting potential: moderate</i>	Moderate	13%
Insect and Disease in Mixed Boreal Forest (may include white or black spruce, aspen and/or birch. CFFDRS=M4 30%) <i>rate of spread: moderate / intensity: high / spotting potential: moderate</i>	Moderate	10%
Hardwood Forest (includes aspen & birch; CFFDRS use D1 or M1, M2) <i>rate of spread: low / intensity: low / spotting potential: low</i>	Low	20%
Deciduous Brush (includes willow & alder) <i>rate of spread: low / intensity: low / spotting potential: low</i>	Low	20%
<b>Summary and Discussion:</b> 35% high, 25% moderate, and 40% low wildland fire hazard fuels. Although black spruce is 35% only of the fuel type, CEM and CHP are at high risk due to the density and proximity of large stands of decadent black spruce. See above volatile fuel maps.	<b>High</b>	

**Table 4: Risk / Hazard Analysis (1 -10 miles outside the community)**

<b>FUEL Types (predicated fire behavior based on historic summertime weather with, hot dry conditions)</b>	<b>Wildland Fire Hazard</b>	<b>Percent of Area</b>
Black Spruce Boreal Forest (CFFDRS=C2) <i>rate of spread: high / intensity: high / spotting potential: high</i>	High	28%
Black Spruce Lichen Woodland (CFFDRS=C1) <i>rate of spread: moderate / intensity: moderate / spotting potential: high</i>	High	18%
Grass (cured tall standing or matted; CFFDRS = O1a/O1b) <i>rate of spread: high / intensity: moderate / spotting potential: low</i>	Moderate	2%
Mixed Boreal Forest (may include white or black spruce, aspen and/or birch; CFFDRS=M1) <i>rate of spread: moderate / intensity: moderate / spotting potential: moderate</i>	Moderate	22%
Insect and Disease in Mixed Boreal Forest (may include white or black spruce, aspen and/or birch. <i>rate of spread: moderate / intensity: high / spotting potential: moderate CFFDRS=M4 30%)</i>	Moderate	10%
Hardwood Forest (includes aspen & birch; CFFDRS use D1 or M1, M2) <i>rate of spread: low / intensity: low / spotting potential: low</i>	Low	2%
Deciduous Brush (includes willow & alder) <i>rate of spread: low / intensity: low / spotting potential: low</i>	Low	10%
<b>Summary and Discussion:</b> 46% high, 40% moderate, and 12% low wildland fire hazard fuels. Although black spruce is below the 50% threshold again, the arrangement and density of never-burned spruce stands create multiple pathways for a fire burning outside the WUI to encroach within and threaten homes and infrastructure. See above Fuels Map.	<b>High</b>	

**Barrier(s) Assessment**

**Natural:** In 2004 the Bolgen Creek Fire burned a large area North of the Steese Highway. In May 2019, the Oregon Lakes fire near Delta Junction burned actively within a 2013 burn scar. The fire was carried by downed trees, cured grass and strong winds. Whether the same spring fire potential exists here is unknown. However, the 2004 fire scar is unlikely to support rapid fire growth, or extreme fire behavior after green up. Other natural barriers include Medicine Lake (east of Circle Hot Springs), Deadwood Creek and Crooked Creek. These riparian areas may afford tactical engagement opportunities but as standalone barriers they will not stop fire absent favorable weather conditions.

**Constructed:** Both Central and Circle Hot Springs possess gravel runways. There is also a mix of paved and gravel roads and old dozer control line constructed in 2004 and 2013. The dozer lines are in mixed states of useability, but all visible lines can be reopened with minimal new disturbance.

**Table 5: Barrier Rating Chart**

Barrier Type	*Rating
Water (may include lakes, rivers, streams and sloughs)	High
Natural features (may include barren landscape, rock, topographic features)	High
Human-made features (may include airstrips or other clearings)	Moderate
<b>Overall Rating</b>	<b>Moderate</b>

**Barrier Rating Chart Key:**

Low Fire Danger: The community has a barrier(s) that provides thorough protection from fuels less than one mile away in at least three cardinal directions. An example of this would be a small community sandwiched between a major river and a runway or a community on an island.

Moderate Fire Danger: The community has a barrier(s) that provides thorough protection from fuels less than one mile away in at least two cardinal directions. Communities may have multiple barriers affecting a rating. Examples are airstrips separating a community from significant outside fuels, communities set amidst certain vegetation types or some communities situated on major rivers.

High Fire Danger: Any barriers that exist provide protection from fuels less than one mile away in fewer than two cardinal directions. Examples of insignificant barriers are small streams or sloughs with narrow riparian zones situated between highly flammable fuel types.

**Fire Protection Resources**

The majority landowner within the Greater Central Area is the State of Alaska. By agreement, wildfire response is the responsibility of the BLM-Alaska Fire Service, Upper Yukon Zone, based out of Fairbanks. In the event of a wildfire, when action is required, smokejumpers, air attack, and water dropping aircraft would be dispatched out of Fort Wainwright with an ETA between 30 to 45 minutes. Ground-based resources (crews or engines), if available from Fairbanks for dispatch, theoretically could mobilize in about 4 hours. Realistically, it would take longer. Note: During the 2024 fire season, Medicine Lake was deemed an unsuitable site to refill water scooping aircraft due to aquatic vegetation and pilot/aircraft risk.

**Table 6: Fire Protection Resources Response Chart**

Response Time Risk	Overall Response Time Risk to Central, AK
<p><b>High</b></p> <p>Initial attack resources are more than 75 minutes away and adequate extended attack resources are more than 12 hours away.</p>	<p><b>Moderate</b></p>
<p><b>Moderate</b></p> <p>Adequate initial attack resources are 30-75 minutes away and adequate extended attack can be in place in 8-12 hours.</p>	
<p><b>Low</b></p> <p>Adequate initial attack resources are less than 30 minutes away and adequate extended attack can be in place in less than 8 hours.</p>	

### Local Firefighting Equipment and Contacts

Multiple residents own and operate heavy equipment; however, none are registered in SAM.gov. Emergency hiring through Alaska Fire Service may be an option.

## Firewise Assessment

**Table 7: Community Firewise Assessment Rating**

<b>Alaska Firewise Standards</b>	<b>Low</b> Over 65% of homesites and community buildings meet standard	<b>Moderate</b> 35-65% of homesites and community buildings meet standard	<b>High</b> 35% or less of homesites and community buildings meet standard
Landscaping		Moderate	
Construction		Moderate	
Water Supply			High
Access	Low		
Clear of Flammables/ Refuse/Debris (flammables stored properly & area cleared)		Moderate	
<b>Overall Rating</b>		<b>Moderate</b>	

### Alaska Firewise Rating Chart Key:

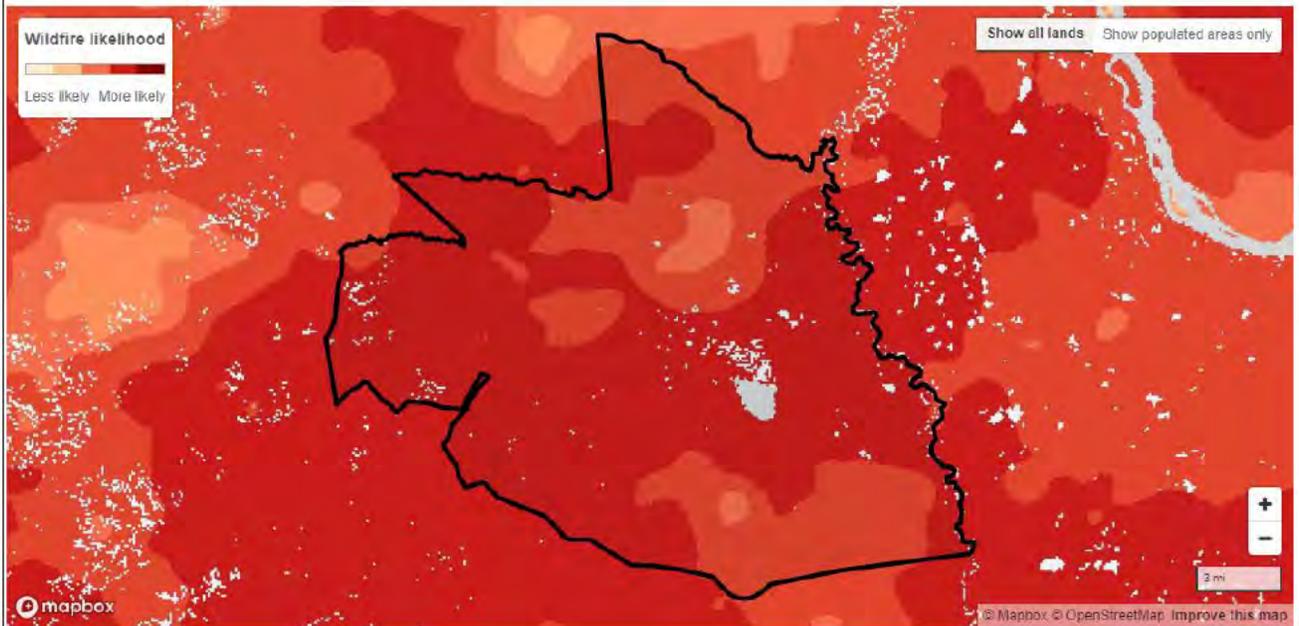
**Landscaping:** Clearing of flammable vegetation at least 30 feet around the home for firefighting equipment; coniferous brush and dead/overhanging branches are removed; trees are pruned 6-10 feet above the ground; lawn is mowed and watered regularly, and ladder fuels are removed from the yard; remaining trees are spaced at least 30 feet apart at crowns; garden equipment (hoses and hand tools) are kept on the property.

**Construction Guidelines:** Home is made of fire-resistant or non-combustible construction materials (especially important for roofing); vents are covered with wire mesh no larger than 1/8 inch; at least two ground-level doors exist; at least two means of escape exist in each room.

**Water Supply Guidelines:** Home has a reliable water source, 3 to 4 sprinklers and enough hose to circle the home.

**Access Guidelines:** Access roads are at least two lanes wide and clearly marked; ample turnaround space exists for vehicles/fire equipment. **Clear of Flammables/Refuse/Debris Guidelines:** Combustible materials are not located in the yard or under decks or porches; firewood is stored away (at least 30 feet) from the house; all debris or refuse is picked up regularly.

Populated areas in Central have, on average, greater wildfire likelihood than 99% of communities in the US.



### About wildfire likelihood

Wildfire likelihood is the probability of wildfire burning in any given year. At the community level, wildfire likelihood is averaged where housing units occur. Communities in all but the lowest classes need to be prepared for wildfire.

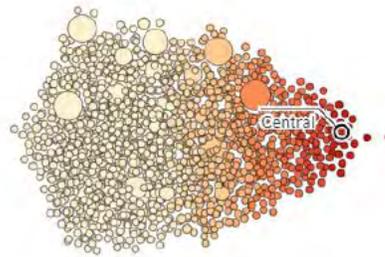


Figure 8: National Wildfire Risk Database- Wildfire Likelihood

## V. FIRE HISTORY ASSESSMENT

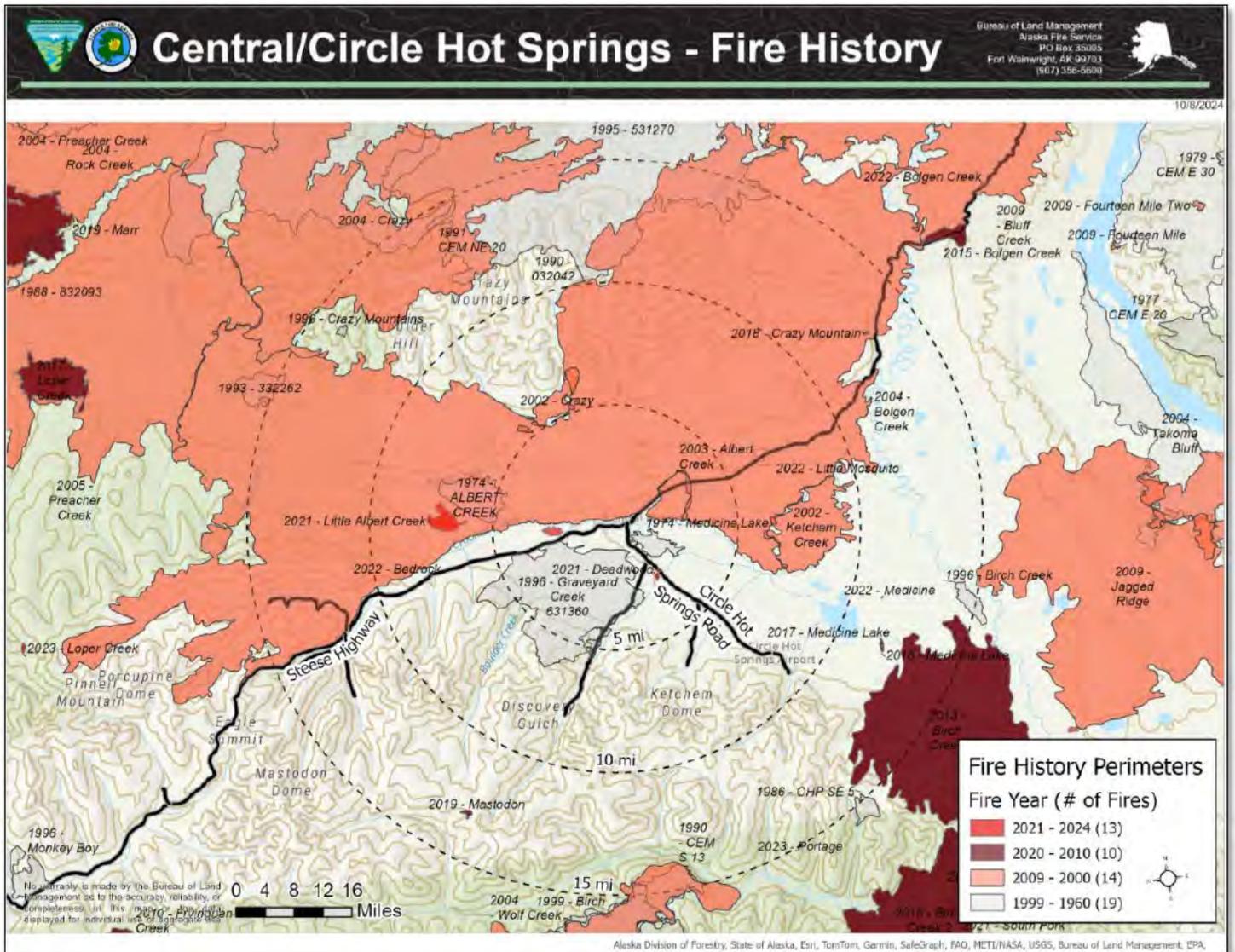


Figure 9: Fire History

**Discussion:** Between the years 1974 and 2024, the Alaska Fire Service suppressed at least eight fires within four miles of Central and Circle Hot Springs. Five of these were Type 2 and one was a Type 1 fire. Deadwood Creek, the smallest of the eight fires, cost \$239,492 to suppress. Bolgen Creek, the largest and most complex fire, consumed over 200,000 acres, was staffed by 595 people at its peak, burned actively for a month and a half, and destroyed multiple homes and outbuildings. Suppression costs exceeded \$9 M in 2004. An excerpt from the Bolgen Creek Fire Report on August 9<sup>th</sup> captures the intensity of the incident.

*Morcom's Type 2 Team took command of the Central Complex at the end of shift. The fire came down off the bluff and crossed the Steese Highway. A large front of 100 ft, flame moved toward Central on both side of the highway. Smoke prohibited air operations and all aircraft were repositioned to Fort Wainwright. Residents along the Steese Highway 1-5 mi north of Central were evacuated into Central.*

That same night two burnout operations along the Steese Highway were attempted, one at 11 PM and the other after midnight. Both efforts were abandoned due to a “plume dominated column and fire behavior associated with this.” The 1996 Graveyard Fire Report describes an ariel ignition operation, five miles south of Central, along Twenty-two Pup Creek, which was abandoned due to “elevated fire activity” Although conditions were extreme during both incidents, this same recipe of hazardous fuels remains present today. The price paid by decades of fire suppression is accumulated fuel loading and an altered fire regime landscape south and east of Central.

**Table 8: Fire History & Suppression Costs**

	<b>Fire Name</b>	<b>Fire Year</b>	<b>Size - Acres</b>	<b>Incident Complexity</b>	<b>Distance from Community - Miles</b>	<b>Duration</b>	<b>Cost to Suppress</b>	
1	Deception Pup	2024	121	3	2.4 from CEM	6/25 to 7/8	\$938,700	
2	Deadwood	2021	36	4	.62 from CHP	7/2 to 7/8	\$239,492	
3	Birch Creek	2013	24,923	2	4 mi from CHP	7/3 to 8/20	\$2,400,000	
4	Bolgen Ck	2004	201,849	1	.1 from CEM	7/23 to 9/11	\$9,900,000	
5	Albert Ck	2003	1,547	2	.3 mi from CEM	6/17 to 6/27	\$881,985	
6	Ketchum Ck	2002	5,363	2	3 mi from CHP	8/3 to 8/15	unknown	
7	Graveyard Ck	1996	11,362	2	1 mi from CEM	6/3 to 6/17	unknown	
8	Medicine Lake	1974	727	unknown	.3 mi from CEM	8/2 to 8/16	unknown	
							<b>Total Known Suppression Costs:</b>	<b>\$14.4 M</b>
							<b>Inflation Adjusted Cost (2025)</b>	<b>\$21.5 M</b>

**Note:**

\* Duration is the time between initial attack and placement of the fire into monitor status

\*\*Identifying accurate suppression costs is challenging due to cross-billing challenges, poor recording keeping and lack of standardized methods.

**Central Landfill Escaped Fires**

The landfill in Central is located on south side of the Steese Highway, three miles west of Central. Between the years 1979 and 2022, eight dump fires escaped the landfill (according to Arch GIS data). Most of these fires were caught small at less than one-tenth of an acre. However, the 1996 Graveyard Fire eventually grew to 11k acres and required at Type 2 team to suppress.

## VI. MITIGATION PLAN

### Executive Summary

A 2024 risk assessment completed by AFS concluded that Central and Circle Hot Springs are at high risk for wildfire. Building on its findings, this mitigation plan describes the role that suppression agencies (like AFS) should play with respect to Firewise community outreach. It also recommends specific large-scale hazardous fuels treatments in and around both communities. Local support was expressed for hazard fuels reduction during public meetings in the fall of 2021 and the spring of 2024 and 2025. During the 2025 meeting, two residents requested a privacy buffer between private property and the treatment located on State of Alaska land. As this project moves towards implementation, community input will continue to guide fuels treatment methods and placement.

### Background

Multiple homes and outbuildings in Central were destroyed by the Bolgen Creek Fire in 2004. A review of the fire report suggests that a key factor was aggressive fire growth, aircraft-grounding smoke obstruction and, ultimately, a fire suppression response that lagged a rapidly changing fire environment. This CWPP aims to help shift that dynamic by laying the groundwork to protect CEM & CHP before the next ignition.

Among Upper Yukon Zone communities, Central and Circle Hot Springs are among its most vulnerable to wildfire. A combination of overgrown spruce forest, lichen abundance, and lightning supportive topography contribute to this reality. Historical fire reports cite many examples of extreme fire behavior in the Greater Central Area. Total known suppression cost from 2003 to 2024 exceeded \$14 M, or \$21 M adjusted for inflation (see Table 8). Additionally, values within Central and Circle Hot Springs span a large area – the WUI, for example, is over 51k acres. This spread of values increases operational complexity (especially with respect to point protection) during large fire events. Given these considerations, treating hazard fuels within the Greater Central Area is an Upper Yukon Zone priority. Though not cheap, the cost of implementation will be fraction of historical suppression dollars.

### Goals and Objectives

The goal of this plan is to promote Firewise outreach and to recommended strategically placed fuel breaks in and around both communities.

*Objective No. 1: To promote Firewise principles, AFS personnel will discuss defensible space and funding mechanisms with interested homeowners and disseminate materials/brochures that demonstrate sound Firewise practice.*

Implementation of Alaska Firewise Standards can be achieved through community involvement and assistance from state and federal agencies. Alaska Division of Forestry & Fire Protection, Forest Stewardship Grants were introduced during at a community meeting (spring 2024 and 2025) to residents of Central and Circle Hot Springs by Northern Region Forester Kevin Meany. Forest Stewardship Grants are a type funding which reimburses homeowners for completing Firewise treatments on their land.

In addition, the Alaska Fire Service has identified another opportunity for Firewise outreach during Central's annual July 4<sup>th</sup> parade. An appearance by AFS in the July 4<sup>th</sup> parade would involve donning a Smokey the Bear costume, talking with residence and distributing copies of the "Firewise Alaska" brochure.

Finally, upon request, AFS personnel will advise individual landowners on specific mitigation measures for their individual properties. Due to summer zone fire activity, spring and fall is the best time to schedule site visits.

Successful implementation of the Firewise program begins with individual landowners becoming familiar with Alaska Firewise standards.

- Visit [Firewise Alaska Brochure](#) for more information.
- Visit [Forest Stewardship Grants](#) to learn more about how the State of Alaska will provide financial assistance to individual homeowners to assist in making their property more resilient to the threat of wildfire.

*Objective No. 2: With community input and landowner approval, AFS will recommend locations for large-scale linear fuel breaks to prevent the spread of wildland fire into and from within CEM and CHP. By disrupting fuel continuity, these constructed fuel breaks will slow fire spread and create operational areas of defense from wildland fire.*

### **Description of Possible Treatment Types**

There are different mitigation recommendations for each area, depending on fuel types, terrain, existing lines, etc. Various treatments may be subject to National Environmental Policy Act (NEPA) analysis/review or other specific landowner policies and directives.

A Shaded Fuel Break includes the removal of all dead trees, standing or on the ground, plus the creation of 8-10 foot spacing between live-standing black spruce. All remaining trees are limbed by removing lower branches (ladder fuels) 4-5 feet from the ground. Any suitable firewood (>4 inches in diameter) may be stacked in lengths and available per landowners' policies. All other material/woody debris is stacked to burn, away from standing timber to reduce mortality and scorch. These debris burns will occur as a prescribed burn under a certain prescription for safe burning conditions typically in late fall or early winter. The shaded fuel break technique not only reduces the fuel loading, it discourages growth of grasses which are also very prone to fire spread and potentially keeps permafrost from thawing. Shaded fuel breaks create a park-like appearance and is preferred method near residential areas, creeks, or wherever aesthetics matter.

Shaded Fuel Break examples. Left: Eagle, AK 2024. Right: Venetie, AK



Mechanical treatments may include, but are not limited to, mastication, shear blading and/or roller drum applications. This most closely mimics the large, severe, stand replacement fire regime without the safety risk of a severe fire near a community.

**Mastication:** Tracked or wheeled equipment with a mulching head attachment that pulverizes brush and trees up to 8” in diameter. Leftover debris are spread out over the treated area. This method may be utilized during the summer or winter on frozen ground to limit disruption to soils and the tundra mat however, operations in the winter will be the primary choice and summer operations a last alternative



Eagle Village Masticated Fuel Break

Implementation Nov/Dec 2022 post freeze-up. Equipment Used: Bobcat with Fecon masticating head. Image taken nine months post construction.

Shearblading: Implemented during the winter when the ground is frozen to limit disruption to soils and the tundra mat. A dozer shears/breaks trees near to flush with the tundra mat. Trees are moved into a round pile to be burned. Recommended conditions include 0° degrees or colder (for cleaner cuts/breaks) with less than 18” of snow and at least four inches of frozen ground. Most effective in moderate to low density black spruce tree stands that average less than 20’ feet in height. It is recommended that personnel with chainsaws “clean up” the following summer to cut residual stumps and tidy-up cut material. Like a moderate to severe fire, this treatment type is spruce-stand-replacing and stimulates fire resistant hardwood regrowth.



Pile Burning: Piled materials will be burned, under an authorized burn plan, only after the ground is frozen or saturated to limit fire creep and disturbance to the tundra mat. Environmental conditions must be considered to allow for adequate smoke dispersion with limited to no impact to smoke receptors.

### **Priority Recommended Treatments**

The treatments identified below are intended to be implemented in a phased approach. In a limited funding environment, Priority 1 treatments are comparatively low cost and help protect core infrastructure and homes in Central. Priority 2 projects represent a more expansive phase of the project supported by reliable funding. Although still at risk, values within the Priority 2 treatment zone benefit from 2004 dozer lines and a generally mixed fuel type. Priority 3 treatments, like Priority 2, represents a continued expansion of the project toward a provisional end-state.

Why recommended large-scale linear fuel breaks? The need arises from the expansive footprint of the two communities. By constructing contiguous fuel breaks that help protect whole subdivisions, operational complexity is reduced, and fire resource energy is conserved through the consolidation of effort. Additionally, each treatment is transected by roads. In the event of a fire, these roads will provide fireline access and opportunities to compartmentalize any groundfire initiated by firefighters, thereby limiting intentional fire to the smallest footprint needed to protect a given value.

Several treatments intersect creeks. Intersected creeks include Crooked, Boulder, Graveyard, and Ketchum Creek. Where such intersects occur, the mechanical treatments described below will stop 100' short of the creek. The unfinished segment may be left as is, or with time and funding, tied to creek by means of a shaded fuel break.

Finally, all proposed treatments were flown by an AFS operated drone in May 2024. Footage is available upon request.

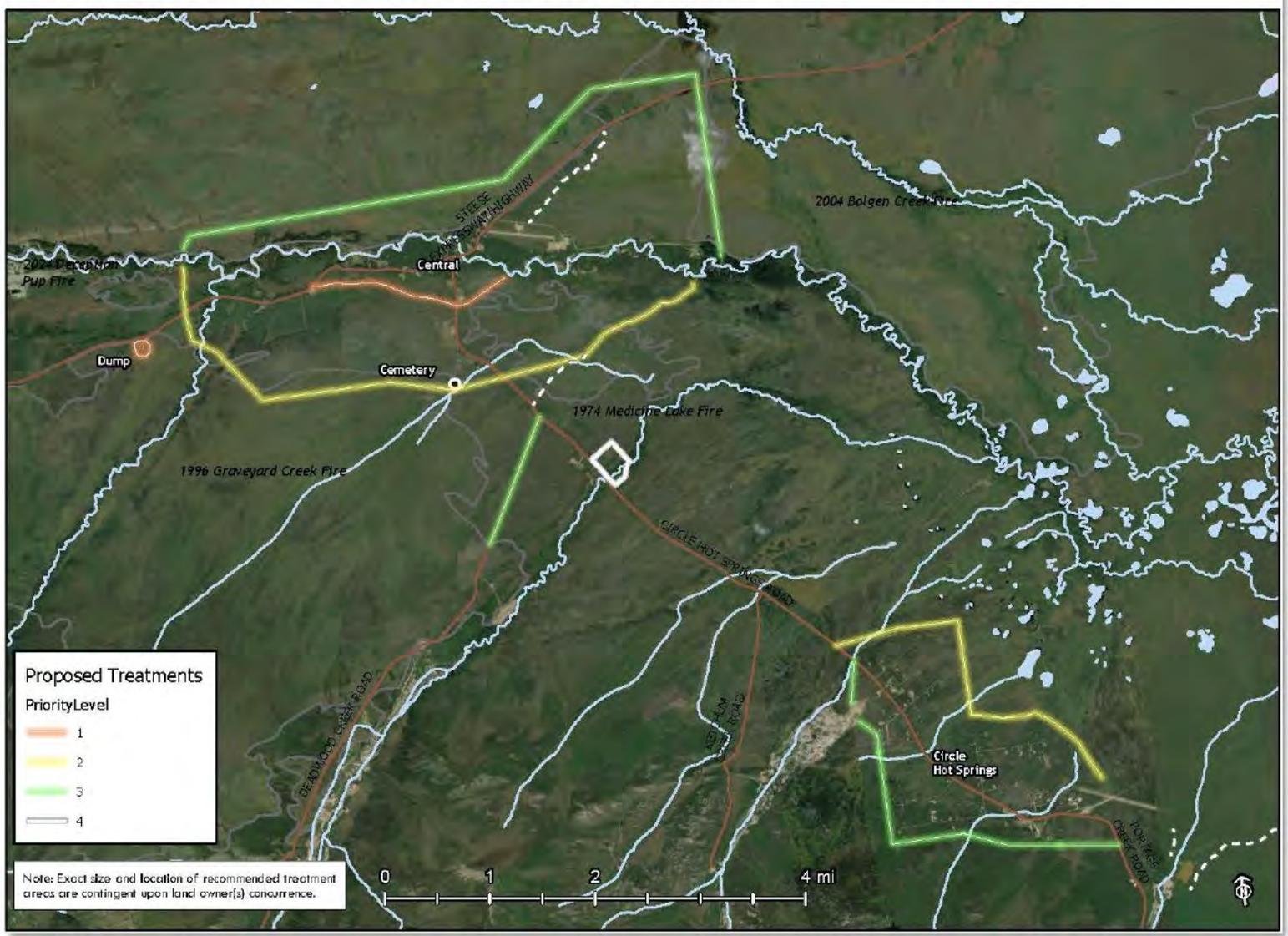


Figure 10: Central and Circle Hot Springs Treatment Priorities

# Central and Circle Hot Springs: Treatment Priorities & Ownership

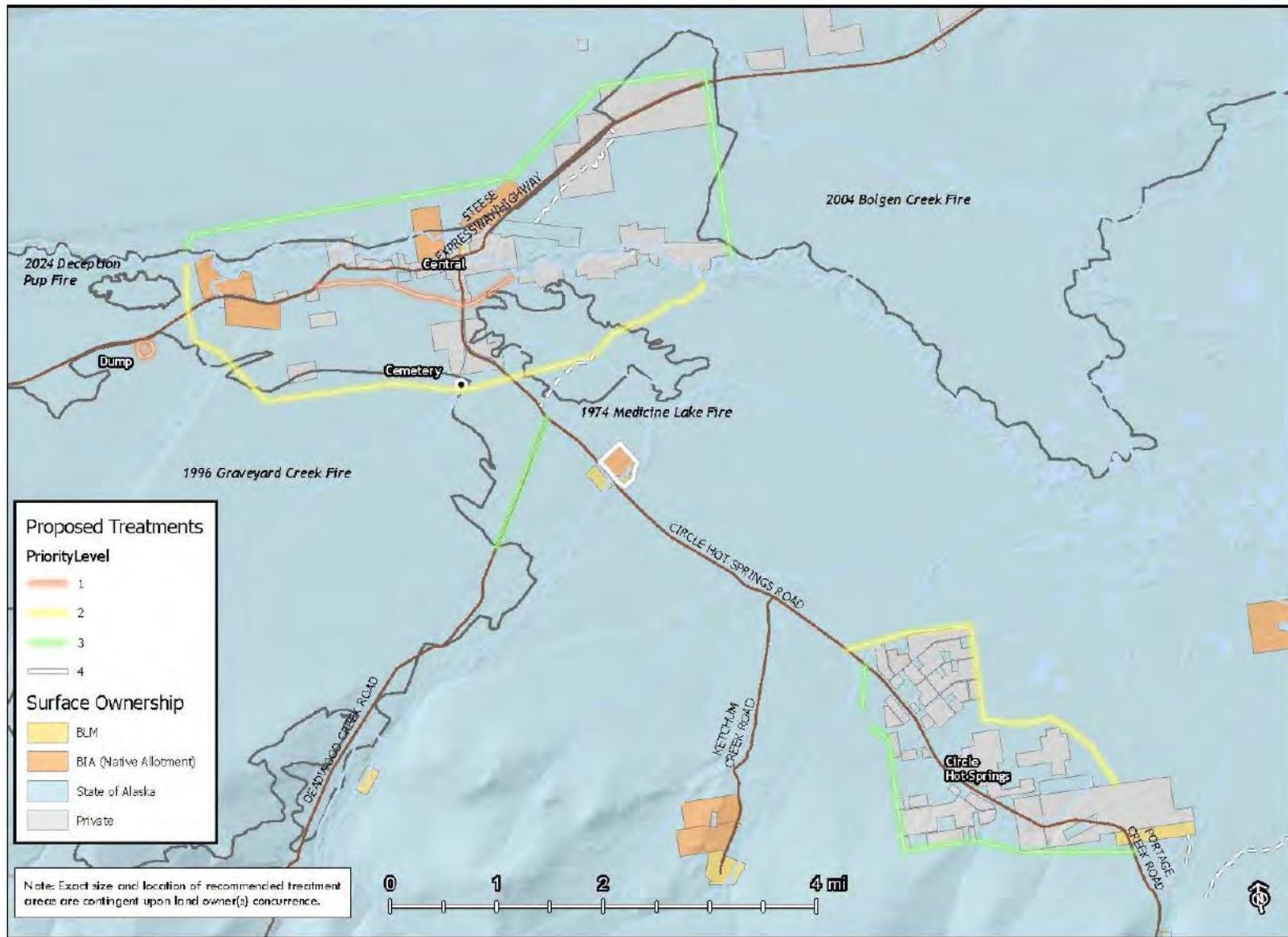


Figure 11: Treatment Priorities & Ownership

## Priority # 1 Recommended Treatments

Ownership: State of Alaska Land

**Landfill:** Between 1979 and 2022, eight dump fires escaped the landfill. To prevent future starts, gravel should be laid at least fifty feet around the circumference of the transfer site. Other treatments could include the removal hazardous fuels adjacent to the dump by mechanized equipment.

**Central Interior (1.9 mi)** To protect the residential and commercial core of Central, a 1.9 mi fuel break should be mechanically constructed to the south of Central. Natural fuel loading is heavy immediately south and west of Central. By hugging the southern half of town, this treatment reduces the possibility of a fire starting on the wrong side of the fuel break. Note: The treatment West of CHP Road overlays an existing 2004 dozer line, whereas the treatment east of the road would be new. This segment terminates at Crooked Creek.

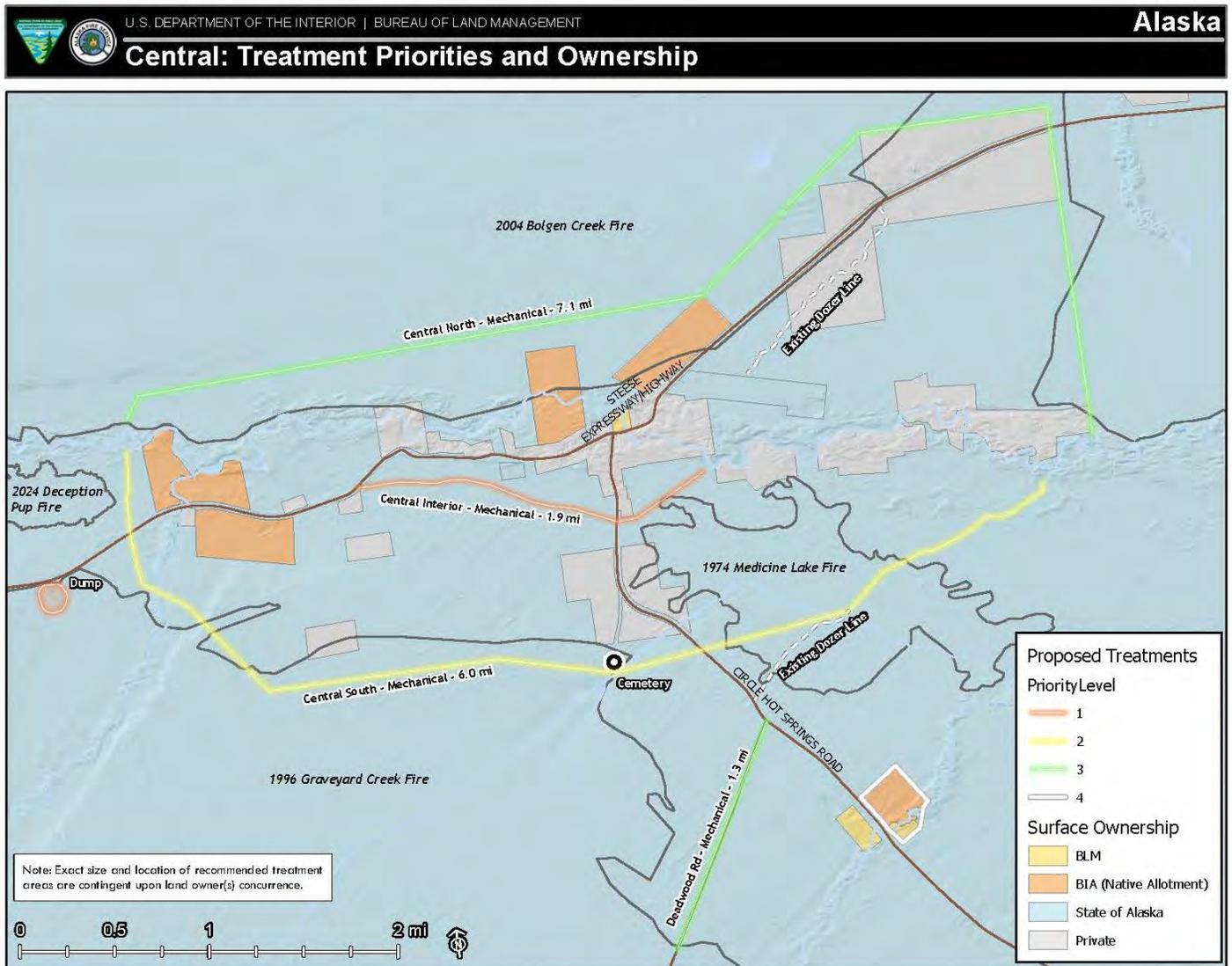


Figure 12: Central Treatment Priorities and Ownership

## Priority # 2 Recommended Treatments

Ownership: State of Alaska Land

Note: Priority 2 projects represent a more expansive phase of the project supported by reliable funding.

Central South (6 mi) includes the cemetery, and a variety of structures/homes excluded by the treatment termed Central Interior. Central South, as proposed, is a mechanically constructed linear fuel break that wraps nearly all values within Central's southern half. Much of the route passes through old burn scar, flat terrain and several creeks including Boulder, Graveyard and Crooked Creek. Trees adjacent to creeks will be left standing and, where appropriate, shaded fuel breaks will tie treatments to creeks. Although long, the fuel break is tactically defensible with hose lay and UTV access. It's placement outside the DNR land sale project area protects values within, including possible future state land sale parcels. Note: east of CHP Road, the treatment intersects then follows a 2004 dozer line to Crooked Creek.

CHP East (3.7 mi) is another mechanically constructed fuel break adjacent to Circle Hot Springs. The route follows an existing 2004 dozer line which wraps several subdivisions east of CHP Rd. The existing dozer line is 50 to 75 feet wide. Regrowth is presently 6 to 12 feet tall. This regrowth should be removed, and the fuel break widened and/or straightened in places. Fuels along the route range from black spruce and hardwoods to shrubs and tussocks (middle section).

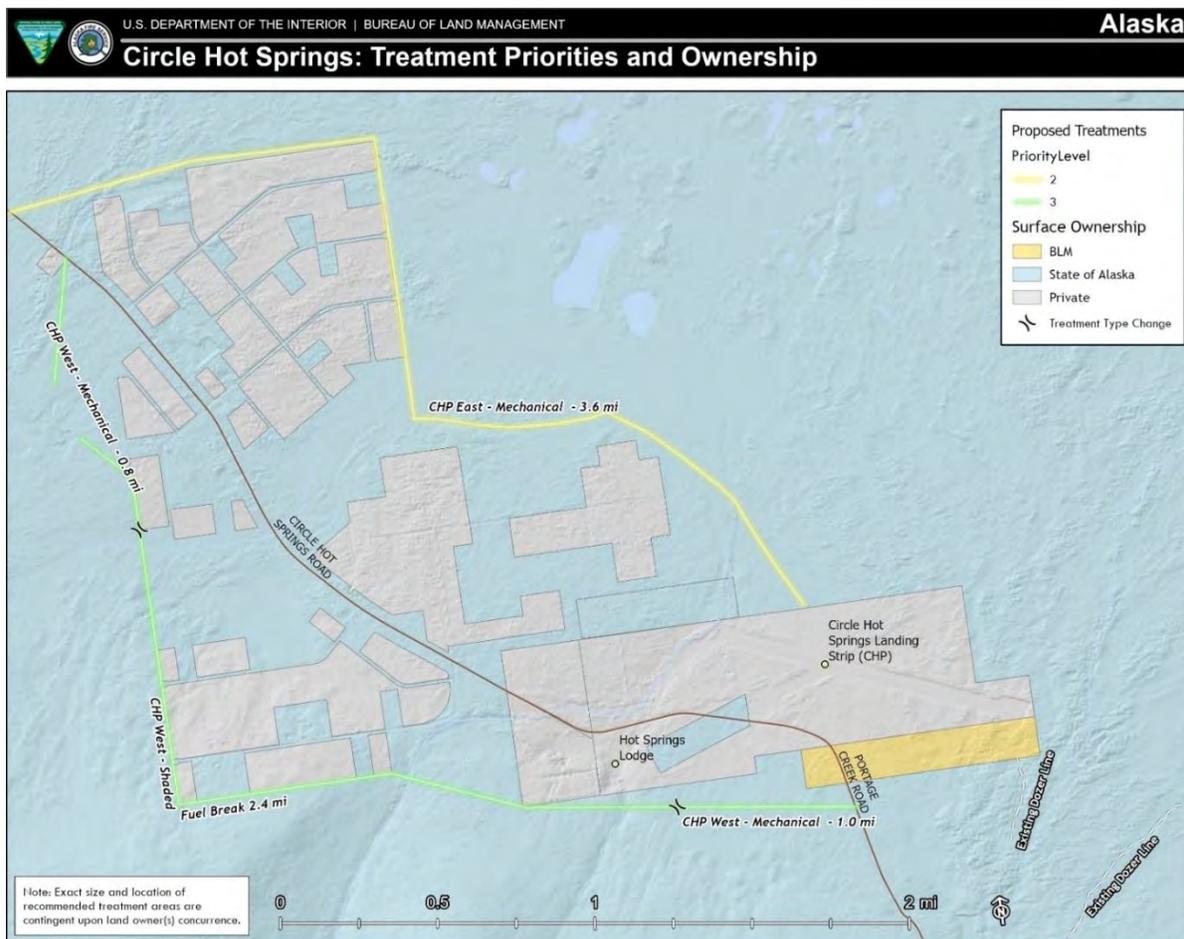


Figure 13: Circle Hot Springs Treatment Priorities & Ownership

### Priority # 3 Recommended Treatments

Ownership: State of Alaska Land

Priority # 3 treatments, like Priority # 2, represent a continued expansion of the project toward a provisional end-state.

CHP West (4.2 mi) is a linear fuel break that would complete the protection box around Circle Hot Springs. The varied terrain along this route complicates the construction of the fuel break. However, a combination of treatment types could work best. The lower elevation portions of the fuel break, dominated by black spruce, could be mechanically treated while the upper sections (featuring more varied topography and a spruce/hardwood mix) could be treated manually by cutting and hand piling (shaded fuel break). Most hardwoods would be left standing. This shaded fuel break is 2.4 mi long and the treatment type transition to mechanical is indicated on the map by the symbol of back-to-back parenthesis.

Central North (7.1 mi) is a mechanically constructed linear fuel break that would complete the protection box around Central from the north. The treatment route is almost entirely within the footprint of the 2004 Bolgen Creek Fire scar which explains its Priority # 3 status. Fuels loading along this route is minimal, fuels are primarily shrub, juvenile spruce and hardwoods and the terrain is generally flat. Like Central South, trees adjacent to creeks will be left standing and where appropriate, shaded fuel break will tie treatments to creeks.

Deadwood Road (1.3 mi) is another mechanical treatment recommendation that may provide firefighters with additional tactical engagement opportunities should a fire approach Central from the south. Between CHP Road and the edge of the 1996 Graveyard Fire scar is 1.3-mile-wide unburnt fuel corridor that leads into Central. Mechanically treating fuels adjacent to the road within this 1.3 mi corridor could allow fire personnel to cut off a fire's approach by conducting a burnout along the road and herding the fire into the 1996 burn scar.

### Priority # 4 Recommended Treatments

Ownership: State of Alaska Land

The following treatments are additional options that may be classified as Priority 4 projects. Given the scale of the project already described, the following treatments may or may not materialize.

- CHP Road native allotment (.8 mi): This treatment identified by the white polygon in *Figure 12* includes a small parcel of BLM land. The BLM land is included because the boundary coincides with the allotment. The allotment appears uninhabited; however, it ranks as Priority 4 due to its proximity to other treatment which, in the event of wildfire, may become control lines for backburning purposes. Therefore, the allotment would require immediate protection. The recommended treatment type is a shaded fuel break.
- During the Birch Creek Fire, firefighters constructed an indirect fire line from a mining claim near Portage Creek Rd to Medicine Lake. The lower half of this route is exceedingly swampy, but it may offer some utility as a fuel break in the future if maintained and/or improved. See WUI map, *Figure 3*, east side, dashed white line.
- During the same 2013 fire, a short dozer line was constructed from the same mining claim to the Southeast end of the CHP runway. The dozer line stops well short of the runway, but the line may offer some utility if maintained or improved. See *Figure 12*.

- Finally, hazard fuels adjacent to CHP Road and the Steese Highway (between the landfill and Central) could be mechanically treated. Removing hazard fuels adjacent to road would reduce crossroad spotting potential, benefiting suppression efforts.

## **Roles and Responsibilities**

This mitigation plan sets forth the goals and objectives for both Central and Circle Hot Springs to mitigate the risk of wildland fire per the Risk Assessment and CWPP planning effort completed by AFS personnel. Landownership of proposed treatment areas will dictate which funding opportunities are available for each project, however, all the identified treatments would occur on State of Alaska land. Mechanical treatments would likely be funded through Good Neighbor Agreement Authority with the State of Alaska. Non-mechanical work (e.g., shaded fuel break) could be performed by federal resources including Alaska Fire Service employees and/or Alaska contract crews.

## **Funding Opportunities**

- BLM Good Neighbor Agreement Authority
- USDA Wildfire Defense Grants
- Forest Stewardship Grants
- BIA Reserved Treaty Rights (RTRL) Grants

## **Monitoring Plan**

Treatment implementation will be a multi-year project. AFS personnel will biannually evaluate the status and progress of the project to determine if it is meeting the goals and objective set forth in this document. AFS personnel will complete environmental monitoring by capturing photo points and utilizing a Survey 1,2,3 monitoring application. Plans to maintain completed treatments (to remove regrowth) should begin at least one year prior to the treatments' failure to meet objectives.

## **VII. SIGNATURE PAGE**

### **Alaska Fire Service**

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Kip Shields, Fire Management Officer  
Upper Yukon Zone, BLM Alaska Fire Service

### **Bureau of Indian Affairs**

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Fabian Keirn, Acting Superintendent  
BIA Alaska Region, Fairbanks Agency

### **State of Alaska**

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Kevin Meany, Northern Region Forester  
Division of Forestry

### **Reviewed By:**

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Patrick Baker, Fuels/Fire Technician  
BLM - Fairbanks District Office





**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
CERTIFIED BY: (type or print)

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)



**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. 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 ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. 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.
10. Except for transactions authorized under paragraph 6 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 department or agency may terminate this transaction for cause or default.