

# STATE OF ALASKA INVITATION TO BID (ITB)



## AS NEEDED RENTAL VEHICLES FOR INCIDENT SUPPORT

ITB 2026-1000-0293

ISSUED 04/14/2026

**IMPORTANT NOTICE:** If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed below if you desire to receive notification of subsequent amendments to the solicitation.

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

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

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

DEPARTMENT OF NATURAL RESOURCES

DIVISION OF FORESTRY & FIRE PROTECTION

PROCUREMENT OFFICER:

**MADelyn LOWE**

PHONE: (907) 761-6357

EMAIL: [madelyn.lowe@alaska.gov](mailto:madelyn.lowe@alaska.gov)

\_\_\_\_\_  
COMPANY SUBMITTING BID

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

# TABLE OF CONTENTS

<b>SECTION 1. INTRODUCTION &amp; INSTRUCTIONS .....</b>	<b>4</b>
SEC. 1.01 PURPOSE OF THE ITB .....	4
SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS .....	4
SEC. 1.03 PRIOR EXPERIENCE .....	4
SEC. 1.04 REQUIRED REVIEW .....	4
SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS .....	4
SEC. 1.06 RETURN INSTRUCTIONS .....	5
SEC. 1.07 ASSISTANCE TO BIDDERS WITH A DISABILITY .....	6
SEC. 1.08 AMENDMENTS TO BIDS .....	6
SEC. 1.09 AMENDMENTS TO THE ITB .....	6
SEC. 1.10 ITB SCHEDULE .....	6
SEC. 1.11 ALTERNATE BIDS .....	7
SEC. 1.12 SUPPORTING INFORMATION .....	7
SEC. 1.13 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER .....	7
SEC. 1.14 VENDOR REGISTRATION AND COMMUNICATION .....	7
<b>SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION.....</b>	<b>8</b>
SEC. 2.01 SCOPE OF WORK .....	8
SEC. 2.02 CONTRACT TERM .....	12
SEC. 2.03 ANNUAL RATE ADJUSTMENTS .....	12
SEC. 2.04 CONTRACT TYPE.....	12
SEC. 2.05 PAYMENT FOR STATE PURCHASES .....	13
SEC. 2.06 ELECTRONIC PAYMENTS.....	13
SEC. 2.07 CONTRACT ADMINISTRATION.....	13
SEC. 2.08 CONTRACT PERFORMANCE LOCATION .....	13
SEC. 2.09 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED .....	13
SEC. 2.10 SUBCONTRACTORS.....	14
SEC. 2.11 JOINT VENTURES .....	14
SEC. 2.12 RIGHT TO INSPECT PLACE OF BUSINESS .....	14
SEC. 2.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES .....	14
SEC. 2.14 EQUIPMENT INSPECTION.....	15
SEC. 2.15 SHIPPING DAMAGE.....	15
SEC. 2.16 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS .....	15
SEC. 2.17 CONTINUING OBLIGATION OF CONTRACTOR.....	15
SEC. 2.18 BILLING INSTRUCTIONS .....	16
SEC. 2.19 ESTIMATED QUANTITIES .....	16
SEC. 2.20 NONDISCLOSURE AND CONFIDENTIALITY.....	17
SEC. 2.21 INDEMNIFICATION .....	18
SEC. 2.22 INSURANCE .....	18
<b>SECTION 3. BID FORMAT AND CONTENT .....</b>	<b>19</b>
SEC. 3.01 BID FORMS .....	19
SEC. 3.02 PRICES .....	19
<b>SECTION 4. EVALUATION AND CONTRACTOR SELECTION.....</b>	<b>20</b>
SEC. 4.01 EVALUATION OF BIDS .....	20
SEC. 4.02 APPLICATION OF PREFERENCES .....	20
SEC. 4.03 ALASKA BIDDER PREFERENCE.....	21
SEC. 4.04 ALASKA VETERAN PREFERENCE .....	21
SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE.....	22
SEC. 4.06 USE OF LOCAL FOREST PRODUCTS.....	22
SEC. 4.07 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE.....	22
SEC. 4.08 ALASKA PRODUCT PREFERENCE .....	23
SEC. 4.09 EMPLOYMENT PROGRAM PREFERENCE .....	24
SEC. 4.10 ALASKANS WITH DISABILITIES PREFERENCE .....	24
SEC. 4.11 PREFERENCE QUALIFICATION LETTER.....	24
SEC. 4.12 EXTENSION OF PRICES.....	24
SEC. 4.13 METHOD OF AWARD .....	24
SEC. 4.14 CONTRACTOR SELECTION PROCESS .....	25
SEC. 4.15 NOTICE OF INTENT TO AWARD .....	25

**SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION.....26**

SEC. 5.01 INFORMAL DEBRIEFING.....26

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES .....26

SEC. 5.03 AUTHORITY .....27

SEC. 5.04 COMPLIANCE.....27

SEC. 5.05 SUITABLE MATERIALS, ETC. ....27

SEC. 5.06 SPECIFICATIONS .....27

SEC. 5.07 ITEM UPGRADES .....27

SEC. 5.08 WORKMANSHIP AND MATERIALS .....27

SEC. 5.09 CONTRACTOR SITE INSPECTION .....27

SEC. 5.10 ORDER DOCUMENTS.....28

SEC. 5.11 HUMAN TRAFFICKING .....28

SEC. 5.12 RIGHT OF REJECTION .....28

SEC. 5.13 STATE NOT RESPONSIBLE FOR PREPARATION COSTS .....29

SEC. 5.14 DISCLOSURE OF BID CONTENTS .....29

SEC. 5.15 ASSIGNMENTS .....30

SEC. 5.16 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM) .....30

SEC. 5.17 DEFAULT .....30

SEC. 5.18 DISPUTES.....30

SEC. 5.19 SEVERABILITY.....30

SEC. 5.20 CONTRACT CANCELLATION .....31

SEC. 5.21 GOVERNING LAW; FORUM SELECTION .....31

SEC. 5.22 QUALIFIED BIDDERS .....31

SEC. 5.23 FEDERALLY IMPOSED TARIFFS .....32

SEC. 5.24 PROTEST.....33

**SECTION 6. ATTACHMENTS.....34**

SEC. 6.01 BID SCHEDULE .....35

## **SECTION 1. INTRODUCTION & INSTRUCTIONS**

### **SEC. 1.01 PURPOSE OF THE ITB**

The Department of Natural Resources, Division of Forestry & Fire Protection (DFFP), is soliciting bids to establish contract(s) for the rental of vehicles used in support of wildfire suppression and all-risk activities throughout the State of Alaska.

### **SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS**

Bids must be received no later than **2:00 PM** Alaska Time on **APRIL 28, 2026**, at which time they will be publicly opened. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

### **SEC. 1.03 PRIOR EXPERIENCE**

No specific minimums have been set for this ITB.

### **SEC. 1.04 REQUIRED REVIEW**

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

### **SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS**

**All questions should be submitted in writing through the State's designated online form:**

[https://form.jotform.com/Madelyn\\_Lowe/ITB\\_2026-1000-0293](https://form.jotform.com/Madelyn_Lowe/ITB_2026-1000-0293)

The online form is the State's preferred method for receiving and tracking vendor questions. Use of the form ensures questions are properly documented and allows for consistent distribution of responses to all interested parties. Only questions submitted through the online form will be guaranteed consideration for inclusion in a formal amendment.

The State may, at its discretion, respond to questions submitted outside of the online form; however, vendors who do not utilize the form assume the risk that their question may not be answered or may not be addressed in an official amendment.

The State reserves the right to request that any bidder resubmit information through the online form for clarification or administrative purposes.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered informally. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that determination.

Deadline to receive questions is **APRIL 21, 2026**, by **2:00 PM** Alaska Time.

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

## **SEC. 1.06 RETURN INSTRUCTIONS**

**Bidders are strongly encouraged to submit their bid through the State’s designated online form:**

[https://form.jotform.com/Madelyn\\_Lowe/ITB\\_2026-1000-0293](https://form.jotform.com/Madelyn_Lowe/ITB_2026-1000-0293)

The online form is the State’s preferred method for bid submission and will be used to collect bidder information, facilitate communication, and streamline the evaluation process.

Bidders who do not utilize the online form assume all risk of incomplete submission, failure to receive amendments, or failure to provide required information necessary for evaluation. The State reserves the right to request that any bidder resubmit information through the online form for clarification or administrative purposes.

If submitting a bid via email, the Bid Schedule must be saved as a PDF document and emailed to madelyn.lowe@alaska.gov. The PDF document must be clearly labeled such as “Vendor A – Bid Schedule.pdf” (Vendor A is the name of the bidder). The email must contain the ITB 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 bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

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

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

Department of Natural Resources  
Division of Forestry & Fire Protection  
Attention: **MADLYN F. LOWE**  
Invitation to Bid (ITB) Number: **2026-1000-0293**  
ITB Title: **AS NEEDED RENTAL VEHICLES FOR INCIDENT SUPPORT**  
101 Airport Road  
Palmer, Alaska 99645

It is the bidder’s responsibility to contact the issuing agency at **(907) 761-6357** or **madelyn.lowe@alaska.gov** to confirm that the bid has been received. The State is not responsible for unreadable, corrupt, incomplete, or missing submissions regardless of the method used.

### **SEC. 1.07 ASSISTANCE TO BIDDERS WITH A DISABILITY**

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

### **SEC. 1.08 AMENDMENTS TO BIDS**

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

### **SEC. 1.09 AMENDMENTS TO THE ITB**

If an amendment is issued before the deadline for receipt of bids, 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 ITB and to those who have registered with the procurement officer after receiving the ITB from the OPN.

### **SEC. 1.10 ITB SCHEDULE**

The ITB schedule below represents the State of Alaska’s best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Standard Time (AST).

<b>ACTIVITY</b>	<b>TIME</b>	<b>DATE</b>
Issue Date / ITB Released	N/A	04/14/2026
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	04/28/2026
Bid Evaluations Complete	Week of	04/28/2026
Notice of Intent to Award	Week of	04/28/2026
Contract Issued	Week of	05/04/2026

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

**SEC. 1.11 ALTERNATE BIDS**

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

**SEC. 1.12 SUPPORTING INFORMATION**

Provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

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

**SEC. 1.13 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER**

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

**SEC. 1.14 VENDOR REGISTRATION AND COMMUNICATION**

The State has established an online form for vendor registration, submission of questions, and bid coordination: [https://form.jotform.com/Madelyn\\_Lowe/ITB\\_2026-1000-0293](https://form.jotform.com/Madelyn_Lowe/ITB_2026-1000-0293)

Vendors are strongly encouraged to register as an interested party through this form. Registration will ensure vendors receive timely notification of amendments, responses to questions, and other official communications related to this ITB.

All questions regarding this ITB should be submitted through the online form. The State may, at its discretion, decline to respond to questions submitted outside of this process.

The online form may also be used to submit bids; however, bidders remain responsible for ensuring their bid is submitted in accordance with the requirements outlined in this ITB.

The State is not responsible for a bidder's failure to receive communications if the bidder does not register through the online form. Vendors who do not register through the online form assume all risk of not receiving amendments or critical solicitation updates.

## **SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION**

### **SEC. 2.01 SCOPE OF WORK**

The Contractor shall provide rental vehicles on an as-needed basis to support wildfire suppression and all-hazard activities conducted by the State of Alaska, Department of Natural Resources, Division of Forestry & Fire Protection (DFFP). Contract(s) awarded under this ITB are non-exclusive and may be used statewide within the State of Alaska. The State is not obligated to place orders under the contract, and the Contractor is not obligated to accept orders. However, once an order is accepted, all terms and conditions of the contract shall apply.

#### **AVAILABILITY & ORDERING**

Because emergency response needs and vehicle availability cannot be determined in advance, the Contractor shall furnish vehicles upon request to the extent the Contractor is willing and able at the time of order.

Vehicles will be ordered by authorized State personnel through established dispatch or procurement processes. Each vehicle shall be assigned to a specific incident or project and documented by a resource order or other State-issued ordering document.

#### **VEHICLE OWNERSHIP & LEASING**

All vehicles offered under this contract must be currently registered with the Alaska Division of Motor Vehicles in the name of the Contractor or leased by the Contractor.

Lease arrangements are considered subcontracting. Vehicles leased from subcontractors may be registered in the subcontractor's name, provided documentation is submitted demonstrating the subcontractor's agreement to be bound by all terms and conditions of the contract. All contract requirements apply equally to vehicles owned by the Contractor or provided through subcontractors.

Vehicles currently offered under an Emergency Equipment Rental Contract and registered in the Online Application System (OLAS) are not eligible for use under this contract.

#### **FUEL TYPE IDENTIFICATION**

Vehicles provided under this contract may be powered by gasoline or diesel fuel. The fuel type must be clearly and permanently identified on the exterior fuel cap. Vehicles that are not clearly marked may be rejected at inspection.

**AS NEEDED RENTAL VEHICLES FOR INCIDENT SUPPORT**

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**AUTHORIZED DRIVERS**

All vehicles rented under this contract shall be operated only by authorized drivers who are State of Alaska Executive Branch employees; this includes individuals traveling on official State business, at least 18 years of age, and in possession of a valid driver's license. Except as a last resort, Contractor personnel working under separate State contracts (e.g., pilots, mechanics) are prohibited from operating vehicles rented under this contract. Contractor personnel may ride as passengers. Exceptions may be permitted in remote locations when no State driver is available, and transportation is required solely for mission-related duties.

**OPERATING CONDITIONS AND WEAR & TEAR**

Vehicles rented under this contract are expected to operate in extreme wildfire and all-hazard response environments. Accordingly, acceptable wear and tear under this contract exceeds normal commercial vehicle rental standards and reflects exposure to unimproved roads, vegetation, smoke from wildfires, dust, mud, heat, and extended operational use.

By entering into this contract, the Contractor acknowledges that such enhanced wear and tear is inherent to the intended use of the vehicles and is reflected in the rental rates paid by the State.

For purposes of this contract, normal wear and tear includes, but is not limited to:

- Scratches, scuffs, abrasions, and paint damage caused by brush, vegetation, rocks, or debris
- Dents, dings, chips, or surface deformations that do not impair safe operation
- Damage to bumpers, trim, spoilers, or exterior plastics resulting from terrain or field conditions
- Chips, pits, cracks, or surface scratches to windshields, windows, mirrors, or lights caused by road debris or environmental exposure
- Punctures, sidewall damage, blowouts, or accelerated tread wear to tires caused by rocks, sticks, or debris
- Dust-related wear to air filters, oil filters, and interior surfaces
- Wildfire smoke odor or discoloration resulting from wildfire operations
- Interior wear consistent with extended operational use, including dirt, ash, and debris

Cosmetic damage alone, regardless of extent, is not eligible for a claim.

The State shall not be liable for loss, damage, or destruction of vehicles furnished under this contract except when such loss, damage, or destruction is caused by negligence, wrongful acts, or intentional misuse of State employees acting within the scope of their employment. Determinations of negligence shall be made solely by the State.

Examples of damage that may be eligible for a claim under this contract include, but are not limited to:

- Damage resulting from vehicle operation under the influence of alcohol or intoxicating substances
- Damage caused by use of the vehicle for an unauthorized or illegal purpose
- Interior damage caused by prohibited smoking
- Vandalism or intentional destruction of vehicle components
- Mechanical damage resulting from operation outside manufacturer specifications
- Loss or theft of a vehicle resulting from failure to reasonably secure the vehicle

These examples are illustrative only and do not create automatic entitlement to payment. All claims are subject to review and determination in accordance with this contract and the Alaska Incident Business Management Handbook. The existence of damage alone does not establish negligence or claim eligibility.

**TIRES**

For 4x4 pickup trucks, a minimum 8-ply tire is required, 10-ply preferred. If tire replacement is required during incident use, the State may replace the tire with the same size (brand not guaranteed) due to operational urgency and bill the cost back to the Contractor.

**VEHICLE INSPECTION & ACCEPTANCE**

All vehicles shall be subject to inspection by the State prior to acceptance for use. Vehicles must be safe, mechanically sound, and compliant with all applicable federal, state, and local laws.

Vehicle inspections shall be conducted using the Vehicle/Heavy Equipment Pre-Use Inspection Checklist (OF-296), attached to this ITB, which documents pre-existing condition and determines suitability for incident use

At the time of inspection, vehicles must have:

- A minimum tire tread depth of 6/32 inches
- A spare tire, jack, and wheel wrench
- A road safety kit, including reflectors, fire extinguisher, and spare fuses

Vehicles failing inspection or ownership/registration requirements may be rejected without liability for payment. Each vehicle may be re-inspected once after corrective action is taken.

Possession of the vehicle begins upon acceptance of the vehicle keys by a designated State employee. The Contractor shall provide documentation confirming the date and time possession is transferred.

**CLEANLINESS & FUEL**

Vehicles shall be provided clean on the interior and exterior, with a full fuel tank and full windshield washer fluid reservoir. Vehicles shall be returned in the same condition.

If a vehicle is returned unclean on the interior and/or exterior, the Contractor may bill the Division of Forestry & Fire Protection (DFFP) a flat cleaning fee of one hundred & fifty dollars (\$150.00) per vehicle. No additional cleaning fees or administrative charges will be allowed.

If a vehicle is returned without a full fuel tank or full windshield washer fluid reservoir, the Contractor may invoice DFFP for the actual cost to refill the fuel or washer fluid at the prevailing commercial rate, less all applicable state and local taxes.

All cleaning and fuel charges must be supported by photographic documentation.

**CONTRACTOR SELECTION & DISPATCH**

When vehicles are required, the State will contact the lowest-priced available Contractor for the applicable location. If the lowest-priced Contractor is unable to provide the requested vehicle, the State will contact the next lowest-priced Contractor.

Although price is the primary consideration, operational factors such as location, availability, response time, and number of units available may be considered due to the emergency nature of wildfire suppression and all-hazard response activities.

There is no guarantee that any Contractor will receive orders under this contract.

**DELIVERY & PICK-UP**

Delivery and pick-up charges shall not exceed the rates stated in the Bid Schedule. At the time of order, the State reserves the right to apply either the flat delivery fee or the per-mile rate, whichever is most advantageous to the State. Mileage, when applicable, will be calculated using the shortest publicly accessible route as determined by a commercially available mapping service. No additional delivery-related charges, including but not limited to after-hours fees, administrative fees, fuel surcharges, minimum trip charges, or other ancillary costs, shall be permitted.

Vehicles delivered by the Contractor to a Forestry designated facility must meet all cleanliness, fuel, and inspection standards specified in this ITB prior to acceptance. If a vehicle is delivered unclean or with less than a full tank of fuel or windshield washer fluid, the State may charge the Contractor, or deduct from the Contractor's invoice, the cost of required cleaning and fuel replenishment in accordance with the contract.

When vehicles are delivered by tow vehicle, truck, or trailer, the Contractor is responsible for fully off-loading the vehicles at the Forestry designated facility. The State will not accept possession of any vehicle delivered by tow vehicle, truck, or trailer that has not been off-loaded by the Contractor.

**RESOURCE ORDERS**

Each vehicle is assigned to a specific incident or project. Vehicles may not be reassigned to another incident without issuance of a new resource order.

**CLAIMS**

Claims for damage, loss, or destruction of vehicles shall be incident-specific and handled by the responsible area office in accordance with the terms of this contract and the Alaska Incident Business Management Handbook. No claims will be accepted for normal wear and tear as defined in this contract.

Under no circumstances shall the Contractor charge, or the State be obligated to pay, any special, incidental, or consequential damages in connection with a claim. This includes, but is not limited to, loss-of-use fees, downtime, lost revenue, diminished value, administrative costs, costs to obtain estimates or quotes, and any other fees, charges, or costs associated with the claim or the processing of a claim.

**PROPERTY IN VEHICLES**

The Contractor is not responsible for loss or damage to personal or State property left in vehicles. The Contractor shall notify the State if any personal or State property is discovered after a vehicle is returned.

**SEC. 2.02 CONTRACT TERM**

The length of the contract will be from the date of award for approximately five years with the option to renew for one additional five-year term under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

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

**SEC. 2.03 ANNUAL RATE ADJUSTMENTS**

Contract prices shall remain firm for the first twelve (12) months of the contract.

Beginning one (1) year after the effective date of the contract, and annually thereafter, the Contractor may request a rate adjustment. Any approved rate increase shall not exceed the lesser of:

1. Three percent (3%); or
2. The percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, for the preceding 12-month period.

Requests for adjustment must be submitted in writing at least sixty (60) days prior to the contract anniversary date. No adjustment shall be applied retroactively.

All approved rate adjustments shall be implemented by written contract amendment issued by the Procurement Officer.

The State reserves the right to reject any requested rate increase and may resolicit the contract if it is determined to be in the best interest of the State.

**SEC. 2.04 CONTRACT TYPE**

This contract is a firm fixed cost contract.

**SEC. 2.05 PAYMENT FOR STATE PURCHASES**

No payment will be made until the contract is approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay 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.

**SEC. 2.06 ELECTRONIC PAYMENTS**

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

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

**SEC. 2.07 CONTRACT ADMINISTRATION**

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

**SEC. 2.08 CONTRACT PERFORMANCE LOCATION**

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids. The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

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

**SEC. 2.09 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED**

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

**SEC. 2.10 SUBCONTRACTORS**

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

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

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

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

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

**SEC. 2.11 JOINT VENTURES**

Joint ventures will not be allowed.

**SEC. 2.12 RIGHT TO INSPECT PLACE OF BUSINESS**

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

**SEC. 2.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

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

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

**SEC. 2.14 EQUIPMENT INSPECTION**

Equipment offered (including for lease) may be subject to inspection and approval by the state prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

**SEC. 2.15 SHIPPING DAMAGE**

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

**SEC. 2.16 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS**

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

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

**SEC. 2.17 CONTINUING OBLIGATION OF CONTRACTOR**

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

**SEC. 2.18 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. 2.19 ESTIMATED QUANTITIES**

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

**SEC. 2.20 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. 2.21 INDEMNIFICATION**

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

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

**SEC. 2.22 INSURANCE**

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

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

**Proof of insurance is required for the following:**

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

## SECTION 3. BID FORMAT AND CONTENT

### SEC. 3.01 BID FORMS

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

#### BIDDER'S CERTIFICATION

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

- B. the laws of the State of Alaska;
- C. the applicable portion of the Federal Civil Rights Act of 1964;
- D. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- E. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government and certifies that programs, services, and activities provided to the general public on behalf of the State under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, 28 CFR, Part 35, Subpart B 35.130;
- F. all terms and conditions set out in this ITB;
- G. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- H. that the bid will remain open and valid for at least 90 days.

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

#### CONFLICT OF INTEREST

Each bid shall include a statement indicating whether the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

### SEC. 3.02 PRICES

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

## SECTION 4. EVALUATION AND CONTRACTOR SELECTION

### SEC. 4.01 EVALUATION OF BIDS

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

### SEC. 4.02 APPLICATION OF PREFERENCES

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

<https://oppm.doa.alaska.gov/policy-oversight/policy-resources/user-guide-matrixes/>

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

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

**SEC. 4.03 ALASKA BIDDER PREFERENCE**

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

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

**Alaska Bidder Preference Certification Form**

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

**SEC. 4.04 ALASKA VETERAN PREFERENCE**

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

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

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

**Alaska Veteran Preference Certification**

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

**SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE**

An Alaska Military Skills Program Preference of 2%, not to exceed \$5,000, 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 bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

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

**SEC. 4.06 USE OF LOCAL FOREST PRODUCTS**

In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

**SEC. 4.07 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE**

When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

**SEC. 4.08 ALASKA PRODUCT PREFERENCE**

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II, or Class III Alaska Product by the Department of Community & Economic Development (DCCED) may receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

When the bids are evaluated, the preference percentage will be deducted from the product price. If a bidder fails to specify the brand being offered, no preference will be given. For more information on the Alaska Product Preference and to see the list of products currently on the Alaska Product Preference List, use the following web link:

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx>

**Brand Offered**

If offering a product that qualifies for the Alaska Product Preference, the bidder must indicate the brand of product they intent to provide. If a bidder is not offering a product that qualifies for the Alaska Product Preference, the bidder does not need to indicate a product brand.

**Brand of Product Changes**

During the course of the contract including all renewal options, a contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

If a bidder offers a product brand in the original bid that does not qualify for the Alaska Product Preference, a change in the product brand may be made at any time during the course of the contract, including all renewals, as long as the product band continues to meet the required specifications. A contract amendment is not required if the product brand originally offered did not qualify for the Alaska Product Preference.

**SEC. 4.09 EMPLOYMENT PROGRAM PREFERENCE**

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

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

**SEC. 4.10 ALASKANS WITH DISABILITIES PREFERENCE**

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

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

**SEC. 4.11 PREFERENCE QUALIFICATION LETTER**

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

**SEC. 4.12 EXTENSION OF PRICES**

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

**SEC. 4.13 METHOD OF AWARD**

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

**SEC. 4.14 CONTRACTOR SELECTION PROCESS**

Once the contracts are established this selection process will be used. When the state needs to order the product or service, the lowest priced contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the service needed, the state will contact the next lowest priced contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For example, if there was a need to transport a person from Anchorage to Fairbanks and then remain for two days in Fairbanks, the agency would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

**SEC. 4.15 NOTICE OF INTENT TO AWARD**

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

## SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 5.01 INFORMAL DEBRIEFING

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

### SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

**SEC. 5.03 AUTHORITY**

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

**SEC. 5.04 COMPLIANCE**

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

**SEC. 5.05 SUITABLE MATERIALS, ETC.**

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

**SEC. 5.06 SPECIFICATIONS**

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

**SEC. 5.07 ITEM UPGRADES**

The state reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

**SEC. 5.08 WORKMANSHIP AND MATERIALS**

All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, maintenance, and inspections. Service, maintenance, and inspections that are improperly done will be redone, by the contractor, at the contractor's risk and expense.

**SEC. 5.09 CONTRACTOR SITE INSPECTION**

The state may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid 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. 5.10 ORDER DOCUMENTS**

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

**SEC. 5.11 HUMAN TRAFFICKING**

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

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

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

**SEC. 5.12 RIGHT OF REJECTION**

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it is determined to be in the state's best interest.

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

**SEC. 5.13 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

**SEC. 5.14 DISCLOSURE OF BID CONTENTS**

This section governs the ownership, return, and disclosure of any offer or other record a bidder submits in response to this invitation to bid. (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 bidder 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 bidder 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 bidder.
6. If the bidder 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 bidder 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 a bidder of a request for the Record and of a planned release if the bidder 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 bidder that it will disclose the information unless the bidder convinces the State not to or obtains an order prohibiting disclosure.

**SEC. 5.15 ASSIGNMENTS**

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

**SEC. 5.16 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)**

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

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

**SEC. 5.17 DEFAULT**

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

**SEC. 5.18 DISPUTES**

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

**SEC. 5.19 SEVERABILITY**

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

**SEC. 5.20 CONTRACT CANCELLATION**

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

**SEC. 5.21 GOVERNING LAW; FORUM SELECTION**

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

**SEC. 5.22 QUALIFIED BIDDERS**

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

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

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

**SEC. 5.23 FEDERALLY IMPOSED TARIFFS**

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
  - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

**SEC. 5.24 PROTEST**

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

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

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

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

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

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

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

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

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

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

## **SECTION 6. ATTACHMENTS**

### **Attachments:**

- 1) Bid Schedule
- 2) Standard Contract Form for Goods and Non-Professional Services
- 3) Vehicle/Heavy Equipment Safety Inspection Checklist
- 4) BYRD Anti-Lobbying Amendment Certification
- 5) Certification Regarding Federal Debarment

**SEC. 6.01 BID SCHEDULE**

Bidders are to submit their bids using this Bid Schedule. Bidders that fail to complete this Bid Schedule may be considered non-responsive and their bids rejected. Bid prices are to remain firm for the duration of the contract and are to include all cost associated with provided the required supplies or services, including, but not limited to, direct expenses, payroll, supplies, equipment, overhead, and profit. All respondents to this ITB will be awarded a contract provided they meet the specifications, terms, and conditions of this ITB and provided they are determined responsive and responsible bidders.

The State has established an online form for vendor registration, submission of questions, and bid coordination:

[https://form.jotform.com/Madelyn\\_Lowe/ITB\\_2026-1000-0293](https://form.jotform.com/Madelyn_Lowe/ITB_2026-1000-0293)

The Bidder acknowledges that this form is the State's preferred method for submission and communication.

The Bidder further acknowledges that failure to utilize the online form may result in incomplete submission, failure to receive amendments, or delays in communication, and assumes all associated risk.

The State reserves the right to request that any bidder resubmit information through the online form for clarification or administrative purposes.

**Rates shall be all-inclusive.** Except as expressly allowed under the Cleanliness and Fuel provisions of this ITB, the State will not be billed for any costs, charges, or fees beyond the rates shown below. All rates are for unlimited mileage. The State reserves the right to apply the daily, weekly, or monthly rate that is most advantageous to the State.

**AS NEEDED RENTAL VEHICLES FOR INCIDENT SUPPORT**

**SECTION A – PASSENGER VEHICLES**

**A-1. Compact Sedan**

Location	Daily Rate	Weekly Rate	Monthly Rate	<input type="checkbox"/> No Bid
Fairbanks	\$	\$	\$	
Mat-Su/Anchorage	\$	\$	\$	
Kenai	\$	\$	\$	

**A-2. Mid-Size Sedan**

Location	Daily Rate	Weekly Rate	Monthly Rate	<input type="checkbox"/> No Bid
Fairbanks	\$	\$	\$	
Mat-Su/Anchorage	\$	\$	\$	
Kenai	\$	\$	\$	

**A-3. Full-Size Sedan**

Location	Daily Rate	Weekly Rate	Monthly Rate	<input type="checkbox"/> No Bid
Fairbanks	\$	\$	\$	
Mat-Su/Anchorage	\$	\$	\$	
Kenai	\$	\$	\$	

**AS NEEDED RENTAL VEHICLES FOR INCIDENT SUPPORT**

**SECTION B – PASSENGER VANS**

**B-1. Minivan – 7 Passengers**

Location	Daily Rate	Weekly Rate	Monthly Rate	<input type="checkbox"/> No Bid
Fairbanks	\$	\$	\$	
Mat-Su/Anchorage	\$	\$	\$	
Kenai	\$	\$	\$	

**B-2. Passenger Van – 12 Passengers**

Location	Daily Rate	Weekly Rate	Monthly Rate	<input type="checkbox"/> No Bid
Fairbanks	\$	\$	\$	
Mat-Su/Anchorage	\$	\$	\$	
Kenai	\$	\$	\$	

**B-3. Passenger Van – 15 Passengers**

Location	Daily Rate	Weekly Rate	Monthly Rate	<input type="checkbox"/> No Bid
Fairbanks	\$	\$	\$	
Mat-Su/Anchorage	\$	\$	\$	
Kenai	\$	\$	\$	

**AS NEEDED RENTAL VEHICLES FOR INCIDENT SUPPORT****SECTION C – PICK-UP TRUCKS (4X4)****C-1. Pick-Up – ½ Ton, Regular Cab**

Location	Daily Rate	Weekly Rate	Monthly Rate	<input type="checkbox"/> No Bid
Fairbanks	\$	\$	\$	
Mat-Su/Anchorage	\$	\$	\$	
Kenai	\$	\$	\$	

**C-2. Pick-Up – ½ Ton, Extended Cab**

Location	Daily Rate	Weekly Rate	Monthly Rate	<input type="checkbox"/> No Bid
Fairbanks	\$	\$	\$	
Mat-Su/Anchorage	\$	\$	\$	
Kenai	\$	\$	\$	

**C-3. Pick-Up – ½ Ton, Crew Cab**

Location	Daily Rate	Weekly Rate	Monthly Rate	<input type="checkbox"/> No Bid
Fairbanks	\$	\$	\$	
Mat-Su/Anchorage	\$	\$	\$	
Kenai	\$	\$	\$	

**C-4. Pick-Up – ¾ Ton, Regular Cab**

Location	Daily Rate	Weekly Rate	Monthly Rate	<input type="checkbox"/> No Bid
Fairbanks	\$	\$	\$	
Mat-Su/Anchorage	\$	\$	\$	
Kenai	\$	\$	\$	

**AS NEEDED RENTAL VEHICLES FOR INCIDENT SUPPORT****C-5. Pick-Up – ¾ Ton, Extended Cab**

Location	Daily Rate	Weekly Rate	Monthly Rate	<input type="checkbox"/> No Bid
Fairbanks	\$	\$	\$	
Mat-Su/Anchorage	\$	\$	\$	
Kenai	\$	\$	\$	

**C-6. Pick-Up – ¾ Ton, Crew Cab**

Location	Daily Rate	Weekly Rate	Monthly Rate	<input type="checkbox"/> No Bid
Fairbanks	\$	\$	\$	
Mat-Su/Anchorage	\$	\$	\$	
Kenai	\$	\$	\$	

**C-7. Pick-Up – 1 Ton, Regular Cab**

Location	Daily Rate	Weekly Rate	Monthly Rate	<input type="checkbox"/> No Bid
Fairbanks	\$	\$	\$	
Mat-Su/Anchorage	\$	\$	\$	
Kenai	\$	\$	\$	

**C-8. Pick-Up – 1 Ton, Extended Cab**

Location	Daily Rate	Weekly Rate	Monthly Rate	<input type="checkbox"/> No Bid
Fairbanks	\$	\$	\$	
Mat-Su/Anchorage	\$	\$	\$	
Kenai	\$	\$	\$	

**C-9. Pick-Up – 1 Ton, Crew Cab**

Location	Daily Rate	Weekly Rate	Monthly Rate	<input type="checkbox"/> No Bid
Fairbanks	\$	\$	\$	
Mat-Su/Anchorage	\$	\$	\$	
Kenai	\$	\$	\$	

**AS NEEDED RENTAL VEHICLES FOR INCIDENT SUPPORT****SECTION D – UTILITY / SUV****D-1. Utility Vehicle – 5 Passenger (Tahoe, Explorer, or Similar\*)**

Location	Daily Rate	Weekly Rate	Monthly Rate	<input type="checkbox"/> No Bid
Fairbanks	\$	\$	\$	
Mat-Su/Anchorage	\$	\$	\$	
Kenai	\$	\$	\$	

**D-2. Utility Vehicle – 7 Passenger (Suburban, Expedition, or Similar\*)**

Location	Daily Rate	Weekly Rate	Monthly Rate	<input type="checkbox"/> No Bid
Fairbanks	\$	\$	\$	
Mat-Su/Anchorage	\$	\$	\$	
Kenai	\$	\$	\$	

\* “Or Similar” means comparable passenger capacity, size, and drivetrain.

\*\* Blank rows will be considered a “No Bid”.

**SECTION E – DELIVERY & PICK-UP CHARGES**

Bidders must provide both a flat delivery fee and a per-mile rate for each location in which they are submitting vehicle rental rates. Failure to provide delivery pricing for a location where vehicle rates are offered may result in the bid being deemed non-responsive for that location. The State reserves the right to apply either the flat delivery fee or the per-mile rate, whichever is most advantageous to the State at the time of order.

Location	Flat Rate	Per-Mile	<input type="checkbox"/> No Bid
Fairbanks	\$	\$	
Mat-Su/Anchorage	\$	\$	
Kenai	\$	\$	

**SECTION F – QUESTIONNAIRE**

F-1.	Does the Bidder acknowledge and agree that vehicles operated under this contract will be subject to enhanced wear and tear due to wildfire and all-hazard response conditions, and that cosmetic damage and normal wear consistent with Section [Operating Conditions and Wear & Tear] are anticipated and not eligible for a claim? <i>Note: A selection of “No” will result in the Bid being deemed non-responsive</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
F-2.	Bidder certifies vehicles will be available for dispatch during the primary fire season (May – September).	<input type="checkbox"/> Yes <input type="checkbox"/> No
F-3.	Will subcontractors be used to complete 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
F-4.	Does the Bidder certify that it qualifies for and is claiming the Alaska Bidder Preference pursuant to AS 36.30.321 and AS 36.30.990	<input type="checkbox"/> Yes <input type="checkbox"/> No

**SECTION G – SUBCONTRACTOR** *(Use additional pages, as needed.)*

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

**SECTION H – BIDDER INFORMATION & CERTIFICATION**

By signing below, the Bidder certifies under penalty of perjury that:

1. The rates submitted in this Bid Schedule are firm, fixed, and inclusive of all costs required to perform the services described in ITB 2026-1000-0237, including all delivery, administrative, overhead, and profit costs, except as expressly permitted in the ITB.
2. The Bidder has completed all applicable sections of this Bid Schedule for each location where vehicle rates are offered, including delivery pricing.
3. The Bidder has reviewed and agrees to all terms and conditions of the ITB, including but not limited to the Operating Conditions and Wear & Tear provisions and the Annual Rate Adjustment provisions.
4. The Bidder is authorized to bind the company to the pricing and representations made herein.

The Bidder understands that failure to comply with the material requirements of the ITB may result in the bid being deemed non-responsive.

H-1.	<i>Company Name:</i>
H-2.	<i>Alaska Business License No.</i>
H-3.	<i>Physical Address:</i>
H-4.	<i>Mailing Address:</i>
H-5.	<i>Phone Number:</i>
H-6.	<i>Email Address:</i>
H-7.	<i>Authorized Representative Name:</i>
H-9.	<i>Authorized Representative Signature:</i>
H-10.	<i>Date Bid Scheduled 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.

# VEHICLE/HEAVY EQUIPMENT PRE-USE INSPECTION CHECKLIST

GENERAL EQUIPMENT INFORMATION	
1. INCIDENT NAME/NO.	2. RESOURCE ORDER NO.
3. CONTRACTOR NAME	
4. AGREEMENT NO.	5. EXPIRATION DATE
6. MAKE/MODEL	7. EQUIPMENT TYPE
8. VIN/SERIAL NO.	9. LICENSE NO./STATE

Section I—HEAVY EQUIPMENT	Acceptable	
	YES	NO
1. ROPS, roll-over protection system: Manufacturer-approved system secured to mainframe of tractor. Must include approved seat belts. *		
2. Gauges and lights: mounted and function properly. *		
3. Battery: check for corrosion, loose terminals, and hold downs.		
4. Engine running: check oil pressure, knocks and leaks.		
5. Sweeps, deflectors, safety screens. *		
6. Steering components: tight, free of play. *		
7. Brakes: damaged, worn or out of adjustment. *		
8. Exhaust system: equipped with a USFS-qualified spark arrester unless turbocharged. *		
9. Fuel system: free of leaks and damage. *		
10. Cooling system: full, free of leaks and damage. *		
11. Fan and fan belts: check for proper tension. No fraying/cracks.		
12. Engine support, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf. *		
13. Belly plate, radiator guards: securely mounted and free from debris. *		
14. Final drive, transmission and differential: check for dripping.		
15. Sprocket and idlers: crack in spokes, sharp sprocket teeth, no welds.		
16. Tracks and rollers: no broken pads, loose rollers, broken flanges. *		
17. Dozer and assembly: trunnion bolts missing, cracks. *		
18. Rear hitch (drawbar): serviceable, safe.		
19. Body and cab condition: describe dents and damage.		
20. Equipment cleanliness: all areas free of flammable materials, noxious weeds, and invasive species.		
21. All hydraulic attachments: operate smoothly and all cylinders hold at extension; hose, lines, and pumps have no excessive wear and/or leaks.		
22. Backup or travel alarm (minimum 87 db). *		
23. Oil level and condition: full and clean.		

Section II—ATTACHMENTS/PUMP/CHAINSAW/OR OTHER (Specify)	Acceptable	
	YES	NO
1. No missing/broken components, no loose hardware.		
2. Sufficient fluid levels (oil, coolant, etc.)		
3. Cutting bar: straight, chain in good condition.		
4. Cutting teeth: sharp, good repair.		
5. Pump: builds pressure, no water or oil leaks.		
6. Engine starts, idles, and shuts off with switch.		

Section V—REMARKS
(Describe all unsatisfactory items and identify by line number)

10. PRE-USE INSPECTION		
<input type="checkbox"/> Accepted	<input type="checkbox"/> Rejected	
MILES/HRS _____	DATE _____	TIME _____
Inspector's printed name _____		Title _____
Inspector's signature _____		

Section III—LIABILITY
The purpose of this checklist is to document pre-existing vehicle/equipment condition and to determine suitability for incident use. I hereby acknowledge full responsibility and liability for the operation and mechanical condition of the vehicle/equipment described herein.
Operator's printed name _____ Title _____
Operator's signature _____ Date _____

Section IV—TRANSPORT OR SUPPORT VEHICLES	Acceptable	
	YES	NO
1. "DOT" or CVSA inspection in the last 12 months (if required). *		
2. Gauges and lights: mounted and function properly. *		
3. Seat belts: operate properly for each seating position. *		
4. Glass and mirrors, no cracks in vision. *		
5. Wipers, washers, and horn operate properly. *		
6. Clutch pedal: proper adjustment (if applicable).		
7. Cooling system: full, free of leaks and damage.		
8. Fluid levels (e.g. oil) and condition: full and clean.		
9. Battery: check for corrosion, loose terminals and hold downs.		
10. Fuel system: free of leaks and damage. *		
11. Electrical system: alternator and starter work.		
12. Engine running: check oil pressure, knocks, and leaks.		
13. Transmission: check for leaks.		
14. Steering components: tight, free of play. *		
15. Brakes: damaged, worn or out of adjustment. *		
16. 4-Wheel drive: check transfer case, leaks (if applicable).		
17. Drive line U-joints: check for looseness.		
18. Suspension systems: springs, shocks, other. *		
19. Differential(s): check for leaks.		
20. Exhaust system: no leaks under cab or before turbo. *		
21. Frame condition, body/bed properly attached. *		
22. Tires/wheels (including spare and all changing equipment) sufficient load rating, tread depth, no major damage. *		
23. Body and interior condition: describe and locate damage on back of page 3, Section IV, item 23.		
24. Emergency equipment required. *		
Fire extinguisher _____ Spare fuses _____ Reflectors _____		
25. Operator(s) properly licensed. † Expiration Date _____		
State _____ License No _____ Class _____		
Endorsement _____ Med. Cert. Expiration Date _____		

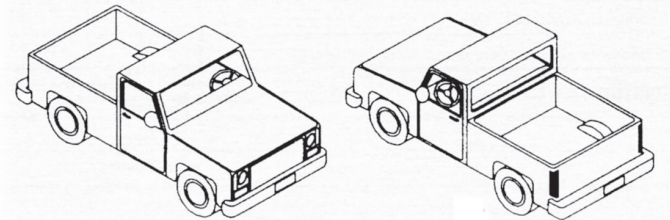
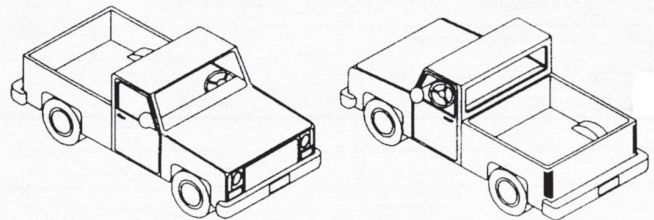
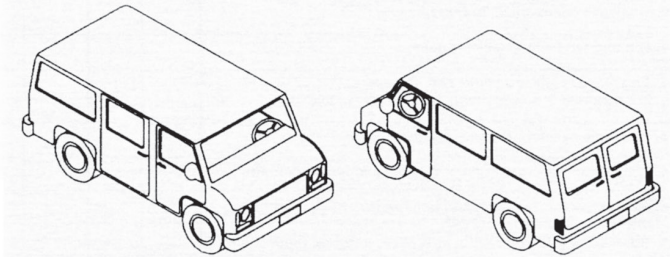
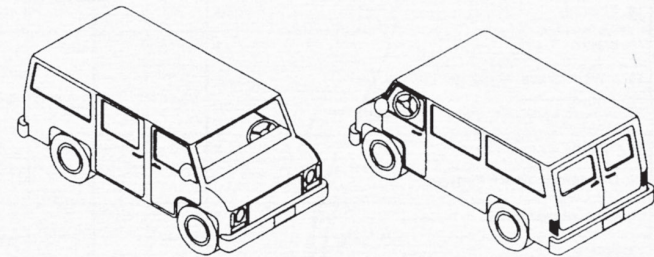
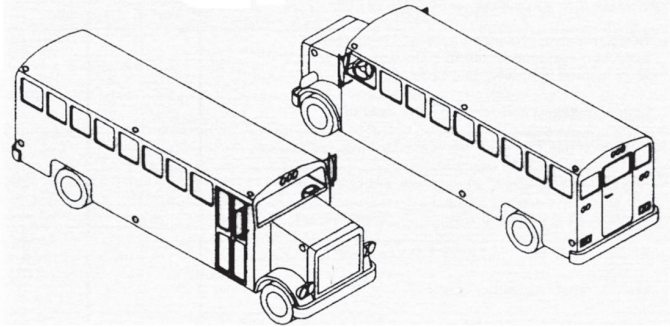
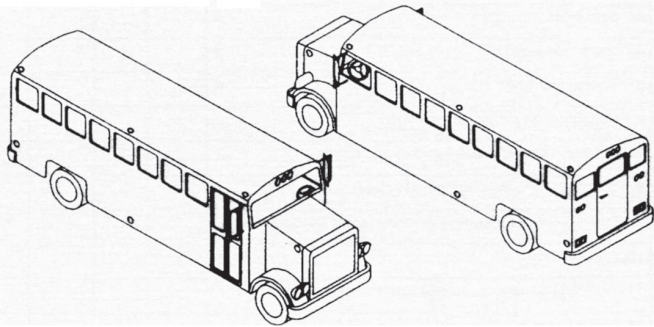
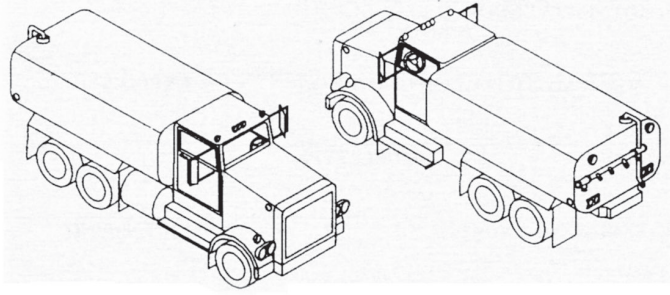
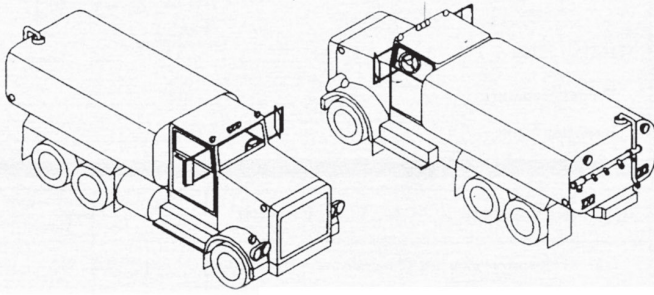
11. RELEASE	<input type="checkbox"/> No Damage/No Claim	
MILES/HRS _____	DATE _____	TIME _____
Operator's printed name _____		Title _____
Operator's signature _____		Date _____
Inspector's printed name _____		Title _____

Contractor \_\_\_\_\_ Resource Order No. \_\_\_\_\_

# Section IV, Item 23 - Truck, Bus, Van, Pickup, Body Condition Inspection

**Pre-Use Inspection**

**Release Inspection**



**Remarks**

**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.