

INVITATION FOR PROPOSALS
STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
MENTAL HEALTH TRUST LAND OFFICE
Exchange Cove Timber Sale
Prince of Wales Island
May 6, 2016, 2016

MHT 9100775

I) GENERAL BACKGROUND INFORMATION

The Alaska Mental Health Trust Land Office (TLO) requests proposals from qualified individuals or firms (Proposer) to harvest timber from a portion of the Alaska Mental Health Trust's holdings on Prince of Wales Island (POW) in the vicinity of Whale Pass, Alaska. The intention of this Invitation for Proposal (IFP) is to enter into a Contract to maximize revenue from the timber located on these lands. The initial term of the Contract will be one (1) year. The TLO is soliciting proposals that would maximize value to the land owner, provide sustainable forest management and marketing of forest products, and provide access to and maintenance of access to Trust Lands.

The timber sale area encompasses the Trust's ownership of a parcel located near Whale Pass, Alaska which includes approximately 77 acres, some of which is suitable for timber harvest. The timber lands contain primarily old growth timber with a significant proportion of red cedar. The parcel is located on a peninsula with no road access. Harvest methods are at the discretion of the purchaser. (Please refer to Attachment A, which generally depicts the location of the sale area.)

The sale area is located within Alaska Mental Health Trust property. Acquisition of access authorizations, additional timber from adjacent landowners, regulatory permits, identification of property lines, and payment of taxes (if any), will be the responsibility of the Contractor, as well as construction, reconstruction and maintenance of access and sale area roads. The Contractor will be responsible for any permits, surveys and cleanup associated with this timber sale.

II) PROPOSALS

The TLO is seeking proposals from financially capable Proposers with proven experience harvesting and marketing timber in Alaska. The harvest location involves the need for logistical support, a high level of operational efficiency, and the financial capability to complete the project properly and on schedule, with a commitment to environmentally sound logging practices. The successful Proposer-Contractor will be required to supply all capital, labor, equipment, materials, staff and subcontractors necessary to construct or arrange for use of the necessary infrastructure, harvest, processing and transport of timber from the sale area to sort, scale, and market logs. The Contractor will provide and complete all other obligations that are required under this Contract.

- a) Contract Term, Review and Reappraisal: The Contract term is for one (1) year with rights to renew for up to one (1) additional year if the contractor is in good standing and compliant with all terms and conditions of the contract.
- b) Proposal Options: The TLO will consider proposals submitted in the following formats. A proposer may submit multiple proposals (only one proposal deposit is required):
 - i) A “Harvest and Marketing” Agreement, wherein the successful Proposer will continuously during the term of the Contract provide all services associated with the management and marketing of the timber in the sale area. A critical requirement will be that the Contractor provides the TLO with actual sales invoices, contracts, and financial reporting information regarding the timber sale operations. The proposal must include a clear pricing structure which can be compared with other offers and may vary from the minimum stumpage requirements. Payments to the TLO shall be scheduled with production revenue, and must meet specific minimum requirements. This agreement requires an annual reconciliation of the financial terms of the contract.
 - ii) A “Pay-as-Cut” Timber Sale, wherein the Contractor pays a set price per 1,000 board feet for all timber produced with payments based on production volumes within a specified period of time.
 - iii) A “Lump Sum” Timber Sale, wherein the Contractor pays a lump sum amount, up front, for the right to harvest a specific amount of timber within the sale area within a specified period of time, not to exceed one (1) year. This requires 50% payment at time of contract signature (within 30 days of notification of award). The balance will be due prior to commencement of operations or no later than six (6) months after contract signature.

The TLO will make its determination as to which proposal, or any proposals, to accept, modify, or reject based on its own determination as to what is in the best interest of the Trust.

The TLO reserves the right to award or reject any or all proposals based on internal objectives and ratings.

Proposals are to be received at the TLO office no later than 2:00 PM on May 27, 2016.

III) GENERAL TIMBER SALE DESCRIPTION

- a) Location and Description of Timber: The sale area lies approximately 5 miles northeast of Whale Pass, Alaska. The timber sale includes all standing, down, live, and dead merchantable timber within the Contract Area as shown on the map (Attachment A).

- b) Timber Volume Estimate: Prospective Proposers are responsible for making their own determination of the species, volumes, and quality of timber available for harvest within the Contract Area. Interested parties should be prepared to conduct their own timber inventory or other estimate of the timber that is subject to this Invitation for Proposals.

The TLO has conducted a timber cruise of portions of the sale area. The cruise utilized the Atterbury Cruise System and consisted of a limited number of plots (See Attachment B). The sale contains an estimated 1million board feet net Scribner of timber. The estimate is based on 15 timber cruise plots (Attachment B).

c) Infrastructure:

- i) Roads: The Contractor will be responsible for proposing timber harvest methodology; there is no anticipated road construction. All plans must be preapproved in writing by the TLO prior to implementation. A detailed Plan of Operations that is compliant with the Alaska FRPA must be filed with the Alaska Division of Forestry prior to commencement of operations.
- ii) Logging Camp: No logging camp will be required.
- iii) Log Transfer Facility: There is no Log Transfer Facility designated for this sale.
- iv) Permits: The Contractor is solely responsible for the acquisition of all necessary permits and authorizations.
- v) Property Lines: The Contractor will be responsible for conducting operations within the Contract Areas as outlined in Attachment A (Timber Sale Map). The Contractor will be responsible for locating or surveying property lines as needed to prevent trespass on adjacent landowners.
- vi) Logging Conditions: Prior to commencement of operations the Contractor will prepare a plan of areas proposed to be harvested by harvest method. The logging method as well as the required road construction and reconstruction needed for access will also be shown. The operations will be planned and conducted in a manner which complies with FRPA requirements.
- vii) Access for Due Diligence Inspection: Access to the sale areas for inspection of the timber is by road and foot. Prior authorization will be required from the Trust Land Office located in Ketchikan in order to conduct on-site due diligence activities.

IV) FINANCIAL TERMS

Pay-as-cut proposals will require payment of the purchase on a monthly basis (section IV (c)) based on the proposed price per mbf of cut timber from operations. Proposer must provide a verifiable means to determine volume of timber removed from the sale area. This may be by

100% scale, or an approved scale method. A minimum production deposit of \$50,000 dollars will be paid in advance of harvest activities or within ninety-days (90) days of the effective contract date. The deposit will be maintained through the duration of the contract, the amount of this deposit will reflect the value of production within a 30-day period and may be adjusted to reflect average rate of production at the discretion of the TLO.

The TLO has set minimum proposal requirements. The TLO will evaluate proposals (including the plan of operations, marketing, financial offer and stumpage rates) based on what it determines to be in the best interest of the Trust. **It is the Proposer's/Contractor's obligation to present material in a manner which the TLO is able to quantify.**

Decision criteria will be based on the revenue which will be derived for the Trust, the operator's success in previous contracts, and compliance history with environmental and regulatory statutes. Prior history of litigation may also be a factor and will be reviewed. The Trust reserves the right to refuse any or all offers for any reason.

The proposal must include a method by which timber volume can be tracked and verified as to quantity and price at the time of sale. Anticipated revenue to the Trust will be determined by utilizing timber cruise volumes (Attachment B) by species expanded by the proposed purchase price per mbf.

The proposal must provide a calculable means to determine return to the Trust (as determined by the TLO):

a) Minimum Stumpage Price:

Old Growth Sitka spruce	\$300.00/mbf net Scribner
Western hemlock	\$75.00/mbf net Scribner
Western red cedar	\$350.00/mbf net Scribner
Alaska yellow cedar	\$250.00/mbf net Scribner
Lodgepole pine**	\$1.00/mbf net Scribner
All species utility logs***	\$1.00/mbf net utility

**Pine logs will be treated as utility logs for scaling and payment.

***Utility logs will be scaled as utility and priced at \$1.00 per mbf net utility.

b) Mandatory Financial Offers:

- i) Offers may be submitted on Attachment D or similar form containing at a minimum, all of the required information outlined in Attachment D. Your replacement form must be easy to understand and must not require additional explanation. Please designate - **Financial Offer**.
- ii) Financial offers must meet or exceed the Minimum Stumpage Price (Section IV(a)) above, to be considered.

- iii) A proposal deposit of \$25,000 in the form of a cashier's check must be submitted with the proposal. Proposal deposits will be returned to unsuccessful Proposers upon the award to a successful Proposer or the cancellation of this solicitation. The proposal deposit of the successful Proposer will be applied to the performance deposit.
- c) Payment Schedule:
 - i) The production deposit will be required two weeks in advance of timber harvest and will be held based on the operating plan. This deposit shall be a minimum of \$50,000 and will, at the discretion of the TLO, be increased or decreased to reflect the average rate of production in a 30-day period.
 - ii) Monthly stumpage payments will be paid to the TLO by the 15th day of each month, following the month after the production of logs. A monthly production report will be submitted by the 10th day of each month (even during months when no production has occurred).

There will be an end of fiscal year and end of contract reconciliation of stumpage and payments.

- d) Performance Deposit: A separate \$50,000 cash performance deposit will be required prior to the execution of the Contract. The proposal deposit of \$25,000 will be applied to the performance deposit for the successful Proposer. The remaining balance is due prior to contract signature. This deposit is designed to cover possible costs connected with the Proposer's failure to perform or complete the terms of the Contract, including, but not limited to, clean up of environmental contamination and any regulatory requirements that need to be addressed following the active life of the Agreement.

V) TIMBER SALE AGREEMENT TERMS

- a) General Information: The Draft Timber Sale Contract (Attachment C), sets forth the terms and conditions applicable to the Exchange Cove Timber Sale. The attached Draft Timber Sale Contract is designed for a "Pay-as-Cut" Sale; however, it will be modified by the TLO to accommodate terms for a "Lump Sum Timber" Sale.

The TLO will negotiate limited changes to the Draft Timber Sale Contract if they are determined to be in the best interest of the Trust. The Draft Timber Sale Contract should be reviewed carefully and thoroughly. If Proposers wish to negotiate changes they should submit with their proposal a statement identifying each section or provision they wish to negotiate and a summary of the proposed changes. If there are any conflicts between this IFP and the Draft Contract, this IFP prevails.

VI) SUBMITTING PROPOSALS

- a) **Qualifications of Proposer:** All Proposers must be at least 18 years of age, if an individual; legally competent to enter into and carry out the provision of the Timber Sale Contract; and licensed to do business in the State of Alaska. All Proposers must submit a completed Business Questionnaire, Attachment E.
- b) **Pre-Proposal Conference:** The TLO does not intend to conduct a pre-proposal conference on issues relating to this IFP.
- c) **Questions and Comments:** Questions or comments concerning this IFP must be made in writing, no later than 2:00 PM on Friday, May 20, 2016 so that there is adequate time to make and distribute necessary responses on amendments, if any. All correspondence and inquiries must be directed in writing to:

Paul Slenkamp, Senior Resource Manager
Alaska Mental Health Trust Land Office
1900 First Avenue, Suite 313
Ketchikan, AK 99901
Fax: (907) 225-6617 or email: paul.slenkamp@alaska.gov

- d) **Amendments:** Proposers are required to keep themselves informed of any amendments to the IFP. Amendments to the IFP will be in writing signed by the TLO representative, will be made prior to the Due Date, and will expressly be identified as such. Only persons to whom the IFP has been sent by the TLO will be sent amendments and such supplemental information or clarifications as may be issued by the TLO. By submitting a proposal, each Proposer agrees to all terms and conditions in the IFP as amended by all amendments issued by the TLO prior to the date and time the proposal is received by the TLO.
- e) **Submitting Proposals:** Each Proposer must submit two (2) complete copies of its proposal, in a sealed envelope labeled as follows: Exchange Cove Timber Sale Contract (Proposer's Name and Address) **May 27, 2016**.

To be complete, each proposal must include the following:

- i) A bid deposit in the form of a **certified Cashier's Check** or **money order** made out to the Trust Land Office for **\$25,000.00**. The successful Proposer's check or money order will be used towards timber sales advanced stumpage deposit. The unsuccessful Proposers will have their check or money order returned.
- ii) A detailed operating plan, complete with maps, as discussed in Contents of Proposal.
- iii) Proposer must complete and sign Attachment D, entitled FINANCIAL OFFER and provide a detailed price proposal as discussed in **CONTENTS OF PROPOSAL**.

- iv) The Proposer must complete and sign Attachment E, entitled BUSINESS QUESTIONNAIRE.
- v) Statement identifying each section or provision of the Draft Contract Proposer wishes to negotiate and summarizing Proposer's proposal on the matter.
- f) Contents of Proposal: Detailed proposal to include:
 - i) Detailed plan of highest economic return to the Trust;
 - ii) Price per thousand board feet net Scribner for #4 Sawmill and better for each species: spruce, red cedar, yellow cedar and hemlock, logged by cable or shovel;
 - iii) Payment for Utility logs and pine will be \$1.00 per thousand board feet net utility scale.
 - iv) List of facilities that proposer plans for access, sortyard, log transfer and storage logs.

***Please Note:** Proposals which do not comply with the minimum content requirements may be considered unresponsive.*

- g) Deadlines for Submittals:

**All Proposals must be received no later than the Due Date:
2:00 p.m. May 27, 2016 at:**

The Alaska Mental Health Trust Land Office
1900 First Avenue, Suite 313
Ketchikan, AK 99901

An authorized representative of the Proposer must sign all proposals. Only original proposals will be accepted. Proposals will not be accepted by fax. It is the responsibility of each Proposer to ensure that its proposal is received at the address noted above prior to the Due Date. Proposals received after the Due Date will not be considered.

- h) Proposals Opening: Proposals will be opened at the Trust Land Office at 3:00 p.m. on May 27, 2016 at the Ketchikan Office, 1900 First Ave., Suite 313, Ketchikan, Alaska. The proposal opening is open to the public. Proposers are not required to be present at the proposal opening.
- i) Duration of Proposals: All proposals must remain in effect and irrevocable for 90 days following the Due Date (**May 27, 2016**) of the proposals. Proposers may withdraw proposals prior to the proposal opening by delivering a written request for revocation to the TLO Representative at the address provided in Section VI (c) above prior to the Due Date.

VII) PROPOSAL EVALUATION AND AWARD

- a) Proposals will be evaluated on the following criteria:
- i) The TLO's judgment as to the ability of the Proposer to satisfy financial commitments and manage the project to completion as proposed;
 - ii) The Proposer's demonstrated experience with similar logging and marketing projects in Alaska, including Proposer's history of violations and stop-work orders related to the Alaska Forest Resources and Practices Act;
 - iii) Past litigation history related to timber sale purchases;
 - iv) Revenue to the Trust, with a schedule of projected revenue;
 - v) The completeness of the proposal with respect to addressing issues of local, state or federal regulations, coordination with adjacent landowners, the ability to perform the financial obligations of the proposed contract;
 - vi) Any other information that the TLO deems appropriate for consideration.
- b) Proposals which do not include the required information as listed above may be rejected.

VIII) AWARD PROCEDURE

The TLO intends to evaluate all proposals and select an apparent successful Proposer, or reject any and all proposals, at its sole discretion, by July 15, 2016. Evaluation and award will be made at the sole discretion of the TLO, solely in the best interest of the Alaska Mental Health Trust. The TLO may use TLO employees, attorneys, outside consultants and other appropriate parties to evaluate any and all proposals submitted, including financial offers and financial statements. The TLO or its advisers may conduct due diligence including, but not limited to, credit and litigation examinations that go beyond the material presented by Proposer and may seek written or oral opinions regarding Proposer's ability to financially and operationally perform as stated in the proposal.

This IFP does not commit the TLO to accept any proposals, award a contract or enter into a Contract. The TLO reserves the right, in its sole discretion, to accept or reject any and all proposals and/or financial offers for any reason or no reason, to extend the deadline for this IFP, to cancel this IFP, solicit new proposals, to negotiate separately with any person whether or not it submitted a proposal, to award the contract without further discussions, to waive any informality or technicality in this IFP and in the proposals received, and to award the contract to any Proposer which the TLO believes to be in the best interest of the Alaska Mental Health Trust, whether or not the proposal is purported to be the highest value proposal. If there are no responsive proposals from responsible Proposers received by the Due Date, the TLO, in its sole discretion, reserves the right to extend the offering, to re-

advertise under the same or different terms, to offer this timber for sale through negotiation with any entity the TLO chooses, and/or to not sell the timber.

The TLO's decision to award a contract may be appealed in writing within twenty (20) days in accordance with 11 AAC 99.060. To appeal the decision the aggrieved Proposer must have submitted a complete and timely proposal to the TLO for the timber sale in contention.

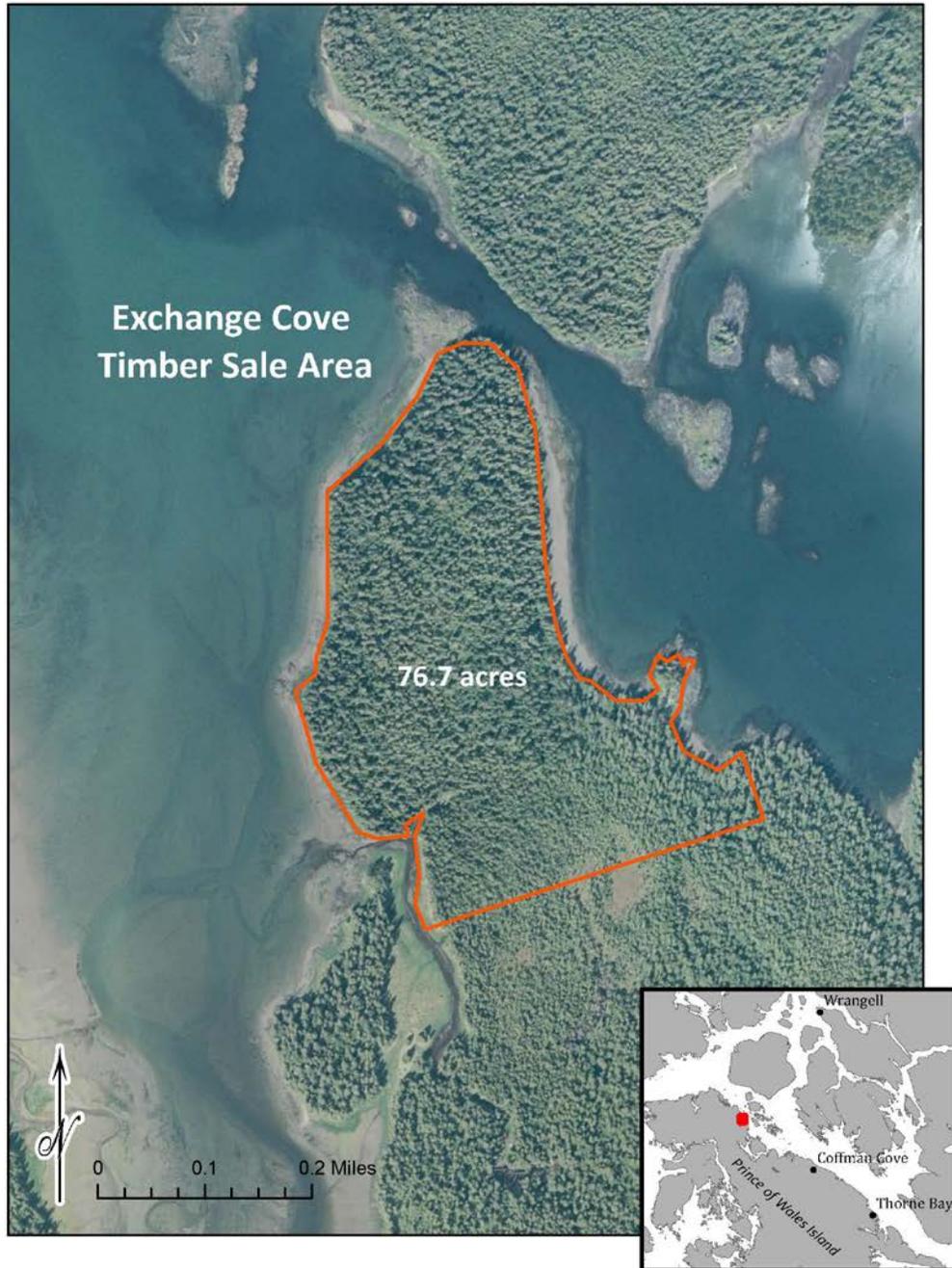
Communication regarding the timber sales will not be considered relevant unless presented in writing.

IX) DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- a) This IFP is subject to the following disclaimers and limitations of liability. By submitting a proposal, Proposer hereby acknowledges and agrees that:
 - i) The information provided in the IFP is only general background information. Upon TLO authorization, the Proposer has full and unrestricted access to the sale area, and has the full and unlimited opportunity to closely inspect the property, timber, access, infrastructure, and operating conditions and has evaluated options available for transporting logs, fuel, equipment and material; and that the proposer is knowledgeable of timber and is relying solely upon its own expertise or that of its consultants.
 - ii) Proposer assumes each, every, and all risk with regard to the sale and purchase of timber from the TLO.
 - iii) Proposer accepts full responsibility for determining stand characteristics, timber volume and species composition, harvest unit terrain, harvest system requirements and operational conditions as they pertain to Proposer's markets, needs, equipment and other resources.
 - iv) Proposer may not rely in any manner upon any representation by the TLO or any of its employees or representatives outside the provisions of this IFP or the terms or conditions contained in this IFP and the Draft Contract, for any purpose, including the interpretation of any provision of this IFP or compliance with the requirements of the IFP. No amendment of this IFP may be made orally.
 - v) The maps provided with this IFP are approximations and no guarantee or warranty is made as to their accuracy. It is Proposer's responsibility to examine the sale area and take such other steps as may be necessary to ascertain the exact character and location of the sale area, the general and local conditions which can affect this project, and to satisfy itself as to the quantities and quality of timber present.
 - vi) The TLO believes that the statements of fact in this IFP are substantially accurate. However, the TLO cannot and does not make any warranties or representations of any kind or character, express or implied, as to availability, quantity, quality,

harvestability, merchantability, fitness for a particular use or purpose, matters of title, physical conditions, availability of access, operating projections, valuations, governmental regulations or any other matter concerning the timber offered herein for sale. The composition of the timber offered for sale is not warranted for grade, size, density, defect, taper or any other stand or log component. The TLO makes no warranties and shall have no liability respecting the condition or availability for use of the roads, log transfer facility, permits, or other infrastructure. The TLO will not be liable under any circumstances for any damages relating to the purchase or use of such timber or any infrastructure or for any special, consequential or incidental damages. The TLO will not be liable for and will not pay any costs incurred in the evaluation, submission or preparation of a proposal or expenses incurred due to the rejection for any reason of any or all proposals, cancellation of this IFP, the successful Proposer's failure to execute the Contract or any other reason, including fault of TLO or its representatives.

ATTACHMENT A
(Sale Area Map)



Item B Exhibit 1
RMC 09-02-2014

Exchange Cove Timber Sale - MHT 9100775

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ATTACHMENT B Timber Cruise (volume estimate)

TC P5PCSTGR		Species, Sort Grade - Board Foot Volumes (Project)																		
T01S R01E S01 Ty0001 39.00 T01S R01E S01 Ty0002 40.00		Project: XCHNGCVE				Page 1														
		Acres 79.00				Date 9/5/2014														
						Time 8:13:55AM														
Spp	S So Gr T rt ad	% Net BdFl	Bd. Ft. per Acre			Total Net MBF	Percent of Net Board Foot Volume								Average Log				Logs Per /Acre	
			Def%	Gross	Net		Log Scale Dia.				Log Length				Ln Ft	Dia In	Bd Ft	CF/ Lf		
							6-7	8-12	13-33	34+	12-20	21-30	31-35	36-99						
RC	PU UC	4		144	144	11	100					100				25	6	30	0.56	4.8
RC	CS 3S	28	24.9	1,180	886	70	18	9	73			100				38	10	170	1.66	5.2
RC	LS 2S	11	6.2	351	329	26						100				36	18	450	3.06	.7
RC	LS 3S	29	28.0	1,306	940	74			63	37		100				39	20	580	4.42	1.6
RC	CC UC	8	49.5	480	243	19			100			100				26	28	480	7.12	.5
RC	SH 3S	10		330	330	26			100			100				31	13	190	2.00	1.7
RC	SH 4S	10		286	286	23			100			100				19	9	47	0.82	6.1
RC Totals		25	22.5	4,078	3,158	250	10	12	68	11	9	12	10	68	28	11	153	1.79	20.7	
WH	PU 3S	4	18.2	103	84	7			100			100				26	11	90	1.35	.9
WH	PU UC	28	29.9	812	570	45			83			51		49		30	10	101	1.44	5.6
WH	A 3S	22	9.5	499	451	36	100						53	47		34	7	54	0.60	8.3
WH	DI 2S	19	14.9	430	366	29			65					100		38	12	171	1.94	2.1
WH	DI 3S	11	9.6	245	221	17	100					37		63		34	6	44	0.81	5.0
WH	K 2S	16	11.1	358	318	25			100					100		40	15	320	2.20	1.0
WH Totals		16	17.8	2,447	2,011	159	38	10	51			23	12	66	33	9	87	1.08	23.0	
YC	YC 3S	35	4.2	284	272	22			100					100		40	13	230	1.77	1.2
YC	CP 3S	65	8.7	552	504	40	47	53					47	53		36	7	65	0.78	7.7
YC Totals		6	7.1	836	776	61	31	34	35				31	69	36	8	87	0.92	8.9	
SS	RS 1S	8	8.1	610	560	44			100					100		36	27	1130	6.22	.5
SS	PU 2S	5	11.5	415	367	29			100					100		36	28	1160	5.83	.3
SS	PU 3S	2		128	128	10			100				100			28	15	250	2.21	.5
SS	PU UC	6	37.1	600	377	30			100					100		40	20	440	3.15	.9
SS	DI 2S	2	40.0	225	135	11			100					100		30	9	65	1.37	2.1
SS	DI 3S	1		79	79	6	100				47		53			22	6	29	0.74	2.7
SS	CX 2S	5		312	312	25			100				100			26	23	610	3.73	.5
SS	K 2S	38	18.4	3,167	2,585	204	1	17	83				13	87		37	16	385	2.82	6.7
SS	LS 1S	17	11.3	1,252	1,110	88			55	45			100			36	30	1342	7.59	.8
SS	SH 2S	11	21.5	966	758	60			100				41	59		28	26	686	5.11	1.1
SS	T 2S	5		297	297	23			100					100		40	19	600	3.18	.5
SS Totals		53	16.7	8,050	6,708	530	1	8	83	7	1	16	7	76	33	16	404	3.03	16.6	
Totals			17.9	15,410	12,654	1,000	11	11	71	7	3	15	10	72	32	11	183	1.72	69.2	

COMBINED (PAUC + 5m)

ATTACHMENT C
Draft Timber Sale Contract (sample contract)
(Attached Separately)

**ATTACHMENT D
EXCHANGE COVE TIMBER
SALE FINANCIAL PROPOSAL**

Name of Proposer _____

Address _____

Telephone # () Fax # () _____

Authorized Representative(s): _____

Proposer hereby makes the following offer (in United States currency) for the purchase of the Alaska Mental Health Trust's Exchange Cove Timber Sale, MHT 9100775, as described in the Invitation for Proposals, including any amendments issued prior to the Due Date.

Proposal:

Stumpage Price:

Old growth Sitka spruce	\$____.00/mbf net Scribner
Young growth Sitka spruce	\$____.00/mbf net Scribner
Western hemlock	\$____.00/mbf net Scribner
Young growth w. hemlock	\$____.00/mbf net Scribner
AK yellow cedar	\$____.00/mbf net Scribner
Red cedar	\$____.00/mbf net Scribner

ATTACHMENT E
EXCHANGE COVE TIMBER SALE
BUSINESS QUESTIONNAIRE

This form is to be completed by any persons submitting a proposal on the subject timber sale and returned to the Alaska Mental Health Trust Land Office as part of their proposal packet. It is to be completed with the full knowledge of the authorized representative of the Proposer. Please explain any omissions and use additional pages where appropriate.

1. Name, address, and contact information for Proposer:

Name _____ Title _____

Business Name, if any _____

Address _____ City _____ State ____ Zip _____

Telephone Number () _____ Fax # () _____

E-Mail _____

2. Name, address and contact information for individual completing questionnaire:

Name _____ Title _____

Address _____ City _____ State ____ Zip _____

Telephone Number () _____ Fax # () _____

E-mail _____

3. Proposer's organization:

- Individual Business Corporation Tax Exempt Corporation
- General Partnership Limited Partnership
- Other (explain) _____

Place of Formation of Proposer: _____ Date of Formation: _____

Alaska Business License #: _____

Taxpayer ID #: _____

Note: Proposer must have a valid Alaska Business License. Proposer should include any of the following that demonstrates evidence that the Proposer possesses a valid Alaska Business License:

- (a) A current copy of Proposer's Alaska Business License.
- (b) A canceled check that demonstrates Proposer's payment of the Alaska Business License fee.
- (c) A copy of Proposer's Alaska Business License application with a receipt stamp from the State's business license office.

4. How long has Proposer been in business? _____ (years). Was Proposer ever organized under another name? Yes No

If yes, please explain:

5. List Proposer's present business activities and locations:

6. List partners, principals, directors, officers, and project managers of Proposer:

Name	Phone	Position	Address
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7. List Proposer’s major equity interest owners and affiliated entities. An equity interest owner shall be considered “major” if more than 5% of the total equity interest or voting power is owned and controlled. An entity shall be considered affiliated with Proposer if it controls, is controlled by or is under common control or management with Proposer. Describe any voting, sale or similar Contracts:

Name	Position	Address	Interest	Phone
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8. Proposer’s Financial Information:

a) The financial condition of Proposer as of _____ (date), is reflected in the attached financial statements certified as prepared or reviewed by a CPA. Include: balance sheets, income statements, statement of retained earnings, and a statement of assets and liabilities, all fully itemized in accordance with generally accepted accounting standards. If the date of the financial statement precedes the date of this submission by more than six months, also attach an interim financial statement not more than 60 days old.

b) Name, address and contact number(s) of individual who prepared Proposer’s financial statement:

Prepared by: _____

NOTE: If requested, and to be the extent allowed by law, financial information marked confidential will be kept confidential.

9. List three business and three credit references with whom Proposer has done business in the last three years:

Name	Relationship	Address	Phone
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10. Identify Proposer's sources of capital for this project:

11. List and describe Proposer's previous projects that are similar in nature and scope to the proposed timber sale:

12. Has Proposer or any person listed in question 6 and 7 or any entity currently or previously affiliated with Proposer or any person listed in question 6 or 7 ever filed a petition for bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors?

Yes No If yes, please explain:

13. Within the past 10 years, has Proposer or any person listed in question 6 and 7 or any entity currently or previously affiliated with Proposer or any person listed in question 6 or 7 ever been in default on any obligation, or been subject to any unsatisfied judgment or lien or litigation to enforce performance of a contract? Has litigation ever been required to satisfy such a judgment or lien? Was a default judgment ever entered in such proceeding?

Yes No If yes, please explain:

14. Identify and describe, including dates, any and all governmental notices, including, without limitation, Stop Work Orders, Notices of Violation, Citations or other documents notifying Proposer of non-compliance under Alaska Statutes 16 or 41 or similar applicable wildlife or habitat protection and forest practices statutes in other states or federal jurisdictions within the past 10 years. Includes such notices issued to Proposer, to its current or previously affiliated entities, its employees or to contractors working on behalf of Proposer.

15. List all legal actions or administrative claims, within the past 10 years to which Proposer, any person listed in question 6 or 7 or any entity currently or previously affiliated with Proposer or any person listed in question 6 or 7 has been a party.

16. The following individual(s) have authority to sign any and all documents related to this IFP, subsequent timber sale contract and related documents (attach copy of Proposer's corporate resolution or appropriate notarized documents):

Name	Title
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I HEREBY CERTIFY that I have received, read, and understand the Alaska Mental Health Trust Land Office's Exchange Cove Timber Sale Invitation for Proposal, and any/all amendments thereto and accept the terms and conditions therein. The information submitted herein is true to my own knowledge. I have relied solely on my own professional judgment and not on any representatives of the Alaska Mental Health Trust Land Office in the preparation and submission of this Proposal and, I have the signatory authority to sign any documents associated with this Proposal. I hereby acknowledge and agree that the Alaska Mental Health Trust Land Office may in its sole discretion use staff, consultants and others it deems necessary to review this Proposal and Business Questionnaire and conduct due diligence to evaluate information contained therein.

Proposer: _____ Date _____

By: _____

Its: _____