



UNIVERSITY
of ALASKA
Many Traditions One Alaska

*** PUBLIC NOTICE ***

Public Comment Period and Bid Offer Date Extended

UNIVERSITY OF ALASKA CHILKAT PENINSULA COMPETITIVE TIMBER SALE DEVELOPMENT AND DISPOSAL PLAN HAINES, ALASKA

The University of Alaska is currently offering, on a competitive basis, all or a portion of timber located near Haines on the Chilkat Peninsula to qualified individuals or entities interested in the harvest of such timber. The Chilkat Peninsula parcels total approximately 400 acres and are located on the Chilkat Peninsula, southeast of Haines. Access to the Chilkat Peninsula is by road.

The Chilkat Peninsula Competitive Timber Sale Development and Disposal Plan, including maps and terms and conditions is available online at www.ualand.com or upon written request at the address listed below. Parties interested in commenting on the Chilkat Peninsula Competitive Timber Sale Development and Disposal Plan must submit written comments to the University of Alaska through its Facilities and Land Management department by fax at (907) 786-7733, by email at ua-land@alaska.edu or at the address below, by no later than **5:00 P.M. on Wednesday, November 22, 2017** to be considered.

Parties interested in submitting offers for timber must do so in accordance with the University of Alaska 2017 Chilkat Peninsula Competitive Timber Sale Development and Disposal Terms and Conditions. Competitive offers must be received at the address below, by no later than **5:00 P.M. on Wednesday, November 22, 2017**.

University of Alaska
Facilities and Land Management
1815 Bragaw Street, Suite 101
Anchorage, Alaska 99508-3438

If you have any questions or need additional information, please contact Patrick Kelly, Regional Resource Manager, at the University of Alaska Facilities and Land Management office at 907-786-7795. Thank you for your interest in the University of Alaska's land program.

**CHILKAT PENINSULA COMPETITIVE TIMBER SALE
DEVELOPMENT AND DISPOSAL PLAN**

**CHILKAT PENINSULA HAINES, ALASKA
T31S, R60E, SECS. 19, 20 & 29
COPPER RIVER MERIDIAN
HAINES RECORDING DISTRICT**

The University of Alaska (the “University”) intends to offer to qualified individuals or entities the opportunity to harvest timber on the University’s Chilkat Peninsula parcels.¹ The Chilkat Peninsula parcels are located approximately 4 miles southeast of Haines, as shown on Exhibit A. The total area for the Chilkat Peninsula parcels is approximately 400 acres. These described parcels are part of the University’s 2016 Southeast Alaska Timber Stewardship Plan and 5-year Timber Harvest Schedule. Both the plan and the schedule were coordinated with Alaska’s Division of Forestry and Alaska’s Mental Health Trust Land Office. Additionally, a portion of the timber sale area (120 acres) was logged in 1965 by Coe & Wilson and administered by Alaska Division of Forestry (Juneau) under ADL 105649.

The timber sale will consist of old growth Sitka spruce and western hemlock. Access to the Chilkat Peninsula parcels is by road. Shovel logging or other conventional logging methods could be feasible after the construction of roads. Upon approval of this development and disposal plan, the University will consider offers at fair market value to harvest timber from qualified individuals or entities in accordance with the “2017 Chilkat Peninsula Competitive Timber Sale Development and Disposal Terms and Conditions.”² The University reserves the right to reject any and all offers submitted; to negotiate the terms of any offer submitted; and to select the offer which the University determines to be in the best interest of the University.

The Alaska Department of Fish and Game (“ADFG”) currently identifies one anadromous fish stream on the University’s Chilkat Peninsula parcels.

The University’s development projects and contractors must comply with any applicable laws, orders, ordinances and regulations of federal, state or local authorities (including, but not limited to Federal Environmental Protection Administration (EPA) Alaska Department of Environmental Conservation regulations relating to National Pollutant Discharge Elimination System (NPDES) and storm water pollution prevention plans, the U.S. Army Corps of Engineers, Alaska District, U.S. Fish & Wildlife Service Migratory Bird Management, Alaska Forest Resources and Practices Act (FRPA), Alaska Department of Environmental Conservation (DEC) Regulations, Alaska Worker’s Compensation Laws, and State of Alaska mining permitting and regulations). Interested parties will need to thoroughly inspect these parcels prior to submitting an offer to ensure that the parcels are suitable for the parties intended use and to determine all permitting requirements related to that intended use. The University is interested in receiving

¹ Regents’ Policy P05.11.020.A, (Definitions “development plan”).

² Regents’ Policy P05.11.020.C, (Definitions “disposal plan”).

**CHILKAT PENINSULA COMPETITIVE TIMBER SALE
DEVELOPMENT AND DISPOSAL PLAN**

offers from qualified individuals or entities with a proven record of contract compliance in large timber harvest sales; proven experience of harvesting timber, high level of operational efficiency, financial capability to properly complete the project in a timely manner, and a commitment to environmentally sound timber harvest.

Parties interested in commenting on the Chilkat Peninsula Development and Disposal Plan must submit written comments to the University of Alaska through its Facilities and Land Management department by fax at (907) 786-7733, by email at ua-land@alaska.edu or at the address below, by no later than **5:00 P.M. on Monday, October 23, 2017** to be considered.

Wednesday, November 22, 2017

Parties interested in submitting offers for timber must do so in accordance with the University of Alaska "2017 Chilkat Peninsula Competitive Timber Sale Development and Disposal Terms and Conditions." Competitive offers must be received at the address below, by no later than **5:00 P.M. on Monday, October 23, 2017**. **Wednesday, November 22, 2017**

**University of Alaska
Facilities and Land Management
1815 Bragaw Street, Suite 101
Anchorage, Alaska 99508-3438**

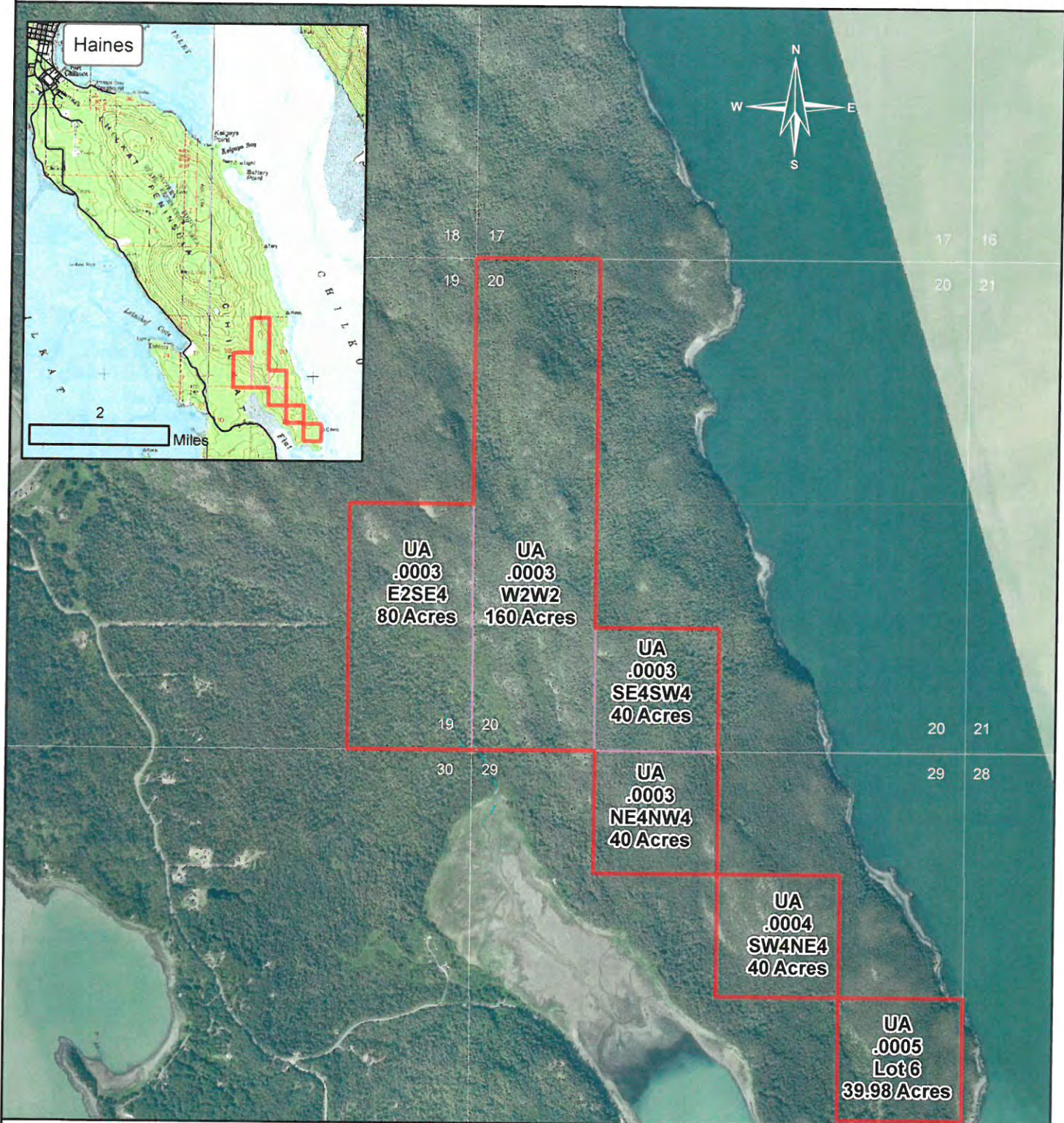
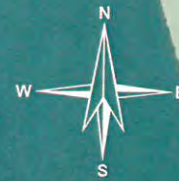
It is the sole responsibility of any interested party to ensure that they have received any amendments to this Chilkat Peninsula Development and Disposal Plan. The Chilkat Peninsula Development and Disposal Plan and any amendments thereto, are available on the Land Management website at <http://www.ualand.com>.

LEGAL DESCRIPTION AND PARCEL NUMBERS

<u>PARCEL #</u>	<u>AREA</u>	<u>LEGAL</u>	<u>ACRES</u>
HA.CP.0003	Chilkat Peninsula	<u>T31S, R60E:</u> Section 19: E2SE4 Section 20: SE4SW4 AND W2W2 Section 29: NE4NW4	320.00
HA.CP.0004	Chilkat Peninsula	<u>T31S, R60E:</u> Section 29: SW4NE4	40.00
HA.CP.0005	Chilkat Peninsula	<u>T31S, R60E:</u> Section 29: Lot 6	39.98

Chilkat Peninsula Exhibit A

HA.CP.XXXX.002



UNIVERSITY
of ALASKA
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1,500
Feet

**UA FACILITIES and
LAND MANAGEMENT
September 2017**

Photo Source : UAF-GINA
Photo Date : May-Sept. 2006

Meridian Township Range
CR 31S 60E

Skagway A-1 (USGS)



UNIVERSITY
of ALASKA

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***2017 CHILKAT PENINSULA
COMPETITIVE TIMBER SALE
DEVELOPMENT AND DISPOSAL
TERMS AND CONDITIONS***

Closing Date

~~*October 23, 2017, 5:00 P.M.*~~

Wednesday, November 22, 2017

Facilities and Land Management
1815 Bragaw Street, Suite 101
Anchorage, Alaska 99508-3438
PHONE: (907) 786-7766
FAX: (907) 786-7733

**2017 CHILKAT PENINSULA COMPETITIVE TIMBER SALE
DEVELOPMENT AND DISPOSAL
TERMS AND CONDITIONS**

UNIVERSITY OF ALASKA LAND

The trust land owned and managed by the University of Alaska was originally granted to the University by the Federal Government in accordance with two Acts of Congress dated March 4, 1915, and January 21, 1929. These trust lands are for the exclusive use and benefit of the University of Alaska and, therefore, are not state public domain land. The University develops, leases, and sells land and resources to generate revenue for the University's Land Grant Trust Fund ("Fund"). Proceeds from the Fund are used for, among other things, the UA Scholars Program, natural resources related education and research, Fund inflation proofing and the effective management and development of the University's land portfolio.

- 1. TIMBER SALE DEVELOPMENT AND DISPOSAL.** The University of Alaska, Facilities and Land Management office (the "University") is offering timber in a single competitive sale on various University parcels on the Chilkat Peninsula near Haines, in Southeast Alaska, as depicted on the map attached hereto as Exhibit A. The timber sale will be a scaled sale with monthly stumpage payments, with an advance stumpage fee deposit (the "Advance Stumpage Fee Deposit"). The Advance Stumpage Fee Deposit will be due at the time the Successful Offeror executes the Timber Sale Agreement with the University. The amount of the Advance Stumpage Fee Deposit will be included in the form Timber Sale Agreement to be executed by the Successful Offeror, which will be made available for review on or about **September 25, 2017**.

The goals of this 2017 Chilkat Peninsula Competitive Timber Sale Development and Disposal (this "Competitive Timber Sale") are to generate revenue for the University, ensure that the Timber is responsibly harvested and the parcel is responsibly managed, and to serve the best interests of the University.

There will be a **ONE HUNDRED (100') FOOT** management zone from the mean high water line for all areas bordering saltwater where no tree cutting may take place unless select cutting is authorized by the University in certain areas on a case-by-case basis.

This Competitive Timber Sale shall have a term of five (5) years and all timber harvest activities shall be completed within the term of this sale. Any request for an extension of the term of this sale may be granted, if at all, only in the sole discretion of the University.

If timber harvest activities have not begun within three years from the date of execution of the Timber Sale Agreement, a **FOUR THOUSAND AND NO/DOLLARS (\$4,000.00)** non-refundable Maintenance Fee shall be due to the University of Alaska. Additional non-refundable \$4,000 Maintenance Fees will also be due if timber harvest activities have not begun on the fourth and fifth anniversaries of the execution date of the Timber Sale Agreement, or on any subsequent anniversaries falling within any extension thereof, until timber harvest activities begin. Once timber harvest activities begin, the University shall credit this total amount of the Maintenance Fees against Stumpage Fees.

The minimum stumpage price per thousand board feet net Scribner or net utility for the Timber offered in this Competitive Timber Sale is listed in Section 13. The Timber Sale Agreement, to be executed by the Successful Offeror, will be made available for review on or about **September 25, 2017** (see Section 18 of this Competitive Timber Sale Terms and Conditions). The University reserves the right to reject any and all offers submitted; to negotiate the terms of any offer submitted; and to select the offer which the University determines to be in the best interest of the University.

Each Offeror in this Competitive Timber Sale will be required to submit an initial bid offer deposit with its offer in the amount of **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)** (the “**Initial Bid Offer Deposit**”). In addition, the individual or entity awarded the Timber Sale Agreement from this Competitive Timber Sale (the “Successful Offeror”) shall submit an Administrative Fee deposit upon the effective date of the Timber Sale Agreement in the amount of **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)** (the “**Administrative Fee Deposit**”), for a total deposit amount of **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**. Beginning one year after Timber harvest begins; the University shall credit this total amount against Stumpage Fees as they become due. However, the successful proposer’s Initial Bid Offer Deposit and Administrative Fee Deposit shall otherwise be non-refundable, and the University shall retain any amount of these Deposits not credited against Stumpage Fees as an Administrative Fee in consideration for entering into this Agreement.

The University is interested in receiving offers for this Competitive Timber Sale from individuals or entities (“Offeror”) with a proven record of contract compliance with large timber sales, with proven experience harvesting timber, having a high level of operational efficiency, the financial capability to properly and timely complete the project, and a commitment to environmentally sound timber harvesting practices.

Please read the terms and conditions of this Competitive Timber Sale carefully before submitting an offer. Offerors must submit an offer using the attached *2017 Chilkat Peninsula Competitive Timber Sale Development and Disposal Offer-to-Purchase Form*.

- 2. SUBMITTING OFFERS.** Each Competitive Timber Sale offer must be made on the attached *2017 Chilkat Peninsula Competitive Timber Sale Development and Disposal Offer-to-Purchase Form* (“Offer-to-Purchase Form”) and sealed in an envelope. The outside of the envelope must be clearly labeled with the following information:

2017 Chilkat Peninsula Competitive Timber Sale Development and Disposal

Parcel #HA.CP.XXXX.002

Name and Address of Individual or Entity Submitting Offer

Date

Offers must be submitted to University of Alaska, Facilities and Land Management office at the following address to be considered:

**University of Alaska
Facilities and Land Management
1815 Bragaw Street, Suite 101
Anchorage, AK 99508-3438**

Offer-to-Purchase Forms must include all of the information and the deposit required in Section 4. If the Offer-to-Purchase Forms are submitted and are incomplete, submitted without the required deposit, submitted without the required information, plans or supporting documentation the offer will be disqualified.

All offers received prior to the Closing Date, as listed on the cover page, shall be stamped by the University with the date and time of receipt (the "Receipt Date"). Offers received may not be withdrawn at any time by the Offeror.

Wednesday, November 22, 2017

3. **DEADLINE.** All offers must be received at the University of Alaska, Facilities and Land Management office by no later than **5:00 P.M., Monday, October 23, 2017** ("Closing Date"). All parties submitting offers are responsible for ensuring that their offers are received by the Closing Date. Offers received after the Closing Date will not be considered.
4. **REQUIRED INFORMATION CONTAINED IN THE OFFER.** In order for your offer to be considered, it must include the following:
 - A. **2017 Chilkat Peninsula Competitive Timber Sale Development and Disposal Offer-to-Purchase Form.** The attached Offer-to-Purchase Form must be completed, signed and dated. If this Offer-to-Purchase Form is not completed in its entirety, the offer shall be disqualified and not considered.
 - B. **2017 Chilkat Peninsula Competitive Timber Sale Development and Disposal Business Questionnaire.** The attached 2017 Chilkat Peninsula Competitive Timber Sale Development and Disposal Business Questionnaire ("Business Questionnaire") must be completed, signed and dated. If this Business Questionnaire is not completed in its entirety, the offer may be disqualified as non-responsive and not considered.
 - C. **2017 Chilkat Peninsula Competitive Timber Sale Required Deposit.** In order for your offer to be considered, it must also include the required Initial Bid Offer Deposit in the amount of **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)**.
 - **DO NOT SEND CASH.** Deposits must be in the form of a **cashier's check made payable to the University of Alaska.**
 - Initial Bid Offer Deposits may, at the University's sole discretion, be held up to **NINETY (90) DAYS** following the Closing Date.
 - Initial Bid Offer Deposits from the Successful Offeror shall be applied towards the Advance Stumpage Fee Deposit upon execution of a Timber Sale Agreement, and the University shall credit this total amount against Stumpage Fees as they become due. However, the successful proposer's Initial Bid Offer Deposit shall otherwise be non-refundable, as discussed above.
 - Initial Bid Offer Deposits, less any fees that may apply under Section 10, shall be returned to unsuccessful Offerors within that **NINETY (90) DAY** period. The Initial Bid Offer Deposit of the Successful Offeror shall be retained by the University.
 - D. **Operating Plan/General Harvest Plan.** Each Offer shall also contain an Operating Plan/General Harvest Plan. The harvest plan must contain an adequate level of detail, sufficient to allow the University to (1) determine with clarity the offeror's proposed operations; (2) evaluate the offer and proposed operations for compliance with the University's best interests; and (3) compare the offer to other offers on a competitive basis. All Operating Plan/General Harvest Plans shall include, at a minimum, the following information:

- i. Operations Plan/General Harvest Plan: a description of timber harvesting methodology, plan for transportation (including Sortyard and log transfer operations), road construction development and maintenance, method(s) of fire suppression, erosion protection, and drawings to scale showing the proposed operating plan (i.e., Offeror's proposed Cutting Units to be harvested with identifying information including locations, landing(s), roads, and other relevant operating information).
- ii. Management and Organizational Plan: names of key managers, general experience and total number of anticipated personnel.

The Successful Offeror is required to submit to the University an Annual Operating Plan, established during negotiations, for approval prior to commencing operations. The Operating Plan/General Harvest Plan required as part of this Competitive Timber Sale may be reviewed and, if appropriate, modified by agreement after entering into a Timber Sale Agreement with the University and after having had the opportunity to more fully evaluate and determine other technical aspects of the project.

E. Ethics Disclosure Form. If applicable, the Ethics Disclosure Form must be completed and must accompany all offers from University employees or family members. If applicable, the Ethics Disclosure Form must be approved prior to the execution of a Timber Sale Agreement. The Ethics Disclosure Form can be found at www.ualand.com.

5. RESPONSIVE OFFERS. After the Closing Date offers will be opened, evaluated and deemed responsive, non-responsive, or deficient as follows:

A. Responsive. Any offer that conforms, in all material respects, to the essential requirements of this Competitive Timber Sale, as described in Section 4 above, and that is in the University's best interests as described in Section 7.

B. Non-responsive. Any offer which modifies or fails to conform in any material respect to an essential requirement of this Competitive Timber Sale or contains false information. A non-responsive rating at any stage of the evaluation will eliminate an offer from further consideration.

C. Deficient. Any offer which fails to supply all information necessary to make a determination as to whether the offer is responsive or non-responsive but which appears reasonably likely to become responsive with additional information clarifying the offer and/or an offer which is not non-responsive and, with minor modifications, would be acceptable to the University. In the event an offer is deemed deficient, the University will provide the offeror with written notice of the deficiency and the offeror shall have the option to cure the deficiency within the time period specified in the notice. If the offeror cures the deficiencies in the time period specified by the University, the University will accept the offer as responsive. Failure to cure the deficiency in the time period specified by the University shall result in the offer being deemed non-responsive.

As specified in Section 4(C), the University shall return deposits received for offers which are determined to be non-responsive.

6. INTERVIEWS. Offerors submitting responsive Offers may be invited to interview with the University. The interview format will typically consist of a twenty (20) minute presentation by the Offeror and a thirty (30) minute question and answer period after with the review committee.

- 7. EVALUATION.** Timber harvest activities are consumptive uses of University lands that may have implications for the University beyond the financial terms. Therefore, the University will consider how the offers affect its best interests. Offers that have been determined by the University to be responsive may be evaluated and compared competitively by the University with other responsive offers the University has received in order that the University may determine in its sole discretion the responsive offer that best serves its interests. Offers may be evaluated by the University for a period of up to **NINETY (90) DAYS** after the Closing Date (unless the University extends this period in writing). In determining its best interests in the matter, the University will consider and evaluate offers using criteria which include (but are not limited to) the following:
- A.** An operation plan that provides sufficient information to demonstrate an economically viable and environmentally sound timber harvest plan that the University determines in its sole discretion is in its best interests.
 - B.** Financial offer and terms that the University determines in its sole discretion are in its best interest.
 - C.** Demonstrated experience, skill, ability, capacity, and financial ability of offeror to execute the proposed timber harvest plan in a manner that the University determines is in its best interest.
 - D.** Past performance record including offeror's past performance with similar projects and references.
 - E.** The University intends to negotiate a Timber Sale Agreement with the Successful Offeror that is in University's sole discretion in the best interests of the University. In this sale the University is free to identify and pursue its own best interests in its sole discretion. Some Factors in determining whether an offer is in the University's best interest:
 - i.** The experience, the demonstrated financial ability to develop and manage the operations and meet all of the terms of the Timber Sale Agreement, and qualifications of the company to construct roads, harvest, and market timber in remote areas of Alaska in compliance with all relevant requirements and standards, including timeliness and satisfactory completion of such projects, and its record of previous performance in contracts with the Seller. The Successful Offeror will document successful past timber sales in Alaska.
 - ii.** The proposed sale price from the Successful Offeror for the timber sale. The proposal will be evaluated based on a total projected price. The total projected price will be the sum of the submitted price per MBF per species multiplied by an estimated volume for the species plus the utility rate times utility volume.
 - iii.** Past litigation history of the Successful Offeror involving timber sale purchases. A history of Alaska Forest Resource and Practice Act compliance and violations must also be submitted. This will list timber sale and road system closures as well as road construction.
 - iv.** If a Successful Offeror qualifies for the Alaska Bidder Preference, the Successful Offeror will receive an Alaska Proposer Preference.

The University, in its sole discretion, may accept the offer which is: a) responsive and b) determined to be in the best interests of the University in light of the level of responsibility of the apparent Successful Offeror and the amount of the financial offer proposed.

8. RESERVATION OF RIGHTS BY UNIVERSITY. This Competitive Timber Sale does not commit the University to accept any offers, award a contract or enter into an agreement. Further, the University will not be liable for and will not pay any costs incurred in the submission or preparation of an offer or expenses incurred due to the rejection for any reason of any offer, cancellation of this Sale, the offeror's failure for any reason to execute the Agreement or any other reason, including the fault of the University. The University reserves the right, in its sole discretion, to accept or reject any offer and/or financial terms for any reason or no reason, to extend the deadline for this Sale, to cancel this Sale, to solicit new proposals, to negotiate separately with any responsive Offeror as permitted by these terms and conditions, to award the contract without further discussions, to waive any informality, technicality impropriety or insufficiency in the Sale documents or the Sale process and in the offers received, and to award the Timber Sale Agreement if it is in the best interests of the University and only on terms that are in the best interests of the University. The University is not required to accept the proposal with the most favorable financial terms.

The University 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 over the counter, and/or to not sell the Timber.

9. ACCEPTANCE OF OFFERS. The University will accept the offer that it determines, in its discretion, best serves its interests and which is submitted by an offeror who is determined to be responsible by the University. Offers may be accepted as is, or, at the University's discretion, may be subject to requests for additional information or further negotiation, on a case-by-case basis. The University reserves the right to reject any offer for any reason or because the University determines, in its discretion, that the offer is not in the University's best interest. Offers shall be accepted or rejected in writing within **NINETY (90) DAYS** of receipt, unless this time for acceptance is extended by the University and the Offeror. Unless the University has requested further negotiations on the terms of the offer, the responsible offeror submitting the offer selected by the University will be required promptly to execute a Timber Sale Agreement with the University and complete all paperwork necessary for the expeditious development of the property, and to submit to the University the remaining **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)** balance of the Additional Deposit. If the University requests further negotiations, the negotiations will be required to be completed within a reasonable time, as determined by the University, and if the University and the Offeror reach an agreement, the Offeror will be required promptly to execute a Timber Sale Agreement. In the event the Offeror selected by the University does not promptly execute a Timber Sale Agreement with the University (or where further negotiations are not completed within a reasonable time as determined by the University), the University may, at its discretion, contact the next responsive responsible offeror(s) to determine if the offeror(s) wishes to execute a Timber Sale Agreement with the University. The University reserves the right to waive any defects as to form or content of this Competitive Timber Sale or any responses submitted in response to this Competitive Timber Sale, to reject any and all offers submitted, to negotiate the terms of any offer submitted, and to select the offer which the University determines to be in the best interest of the University. The University will not pay any costs incurred in the submission or preparation of an offer or expenses incurred due to the rejection of any or of all offers, or due to the failure to complete the execution of a Timber Sale Agreement. The University reserves the right to review any responsive offers submitted in this Competitive Timber Sale and negotiate with any party until such time as a Timber Sale Agreement is executed. **FINAL ACCEPTANCE OF AN OFFER BY THE UNIVERSITY MAY BE SUBJECT TO BOARD OF REGENTS' APPROVAL.**

10. EXAMINATION OF FINANCIAL BACKGROUND. The University reserves the right to request additional and independent verification of any financial information concerning an offeror when

considering the offers under Section 7(E)(i) and prior to entering into a Timber Sale Agreement. Verification of an offeror's financial ability to develop and manage the operations and meet all of the terms of the Timber Sale Agreement may include, but not be limited to, an examination of credit history, debt obligations, income and assets of the offeror. An offeror may be required to pay for and furnish a business, personal or mortgage credit report issued by a credit reporting agency approved by the University. In the event the University determines that, in its opinion, an Offeror does not possess the financial ability to meet the terms of its operations plan or the Timber Sale Agreement, the University will terminate negotiations with the offeror and their offer deposit shall be refunded as provided in Section 4(C), less any costs that the University has incurred in review of the offeror's offer and/or its financial background, including, but not limited to, a **FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) administration fee**. The University shall then be free to accept another offer. The University reserves the right to decline any and all offers submitted by parties who are currently in default on, or have previously defaulted on contracts with the University.

- 11. QUESTIONS OR COMMENTS.** Questions or comments concerning this Competitive Timber Sale must be made in writing, expressly identified as a question or comment concerning this Competitive Timber Sale, and received by the University at the address listed in Section 2 by no later than **5:00 P.M., Monday, October 23, 2017**. The University will respond to questions and comments, if appropriate, only in writing. Any modifications made by the University to the Competitive Timber Sale in response to questions or comments will be in writing. Offerors shall not rely in any manner upon any verbal information received from the University for any purpose, including interpretation of any of the terms and conditions of this Competitive Timber Sale or compliance with the requirements of this Competitive Timber Sale. Offeror's protests based upon any omissions or errors, or the content of this Competitive Timber Sale Terms and Conditions, will be disallowed if not made in writing and received at the address above by no later than **5:00 P.M., Monday, October 23, 2017**. **Wednesday, November 22, 2017**
- 12. MODIFICATIONS TO THIS COMPETITIVE TIMBER SALE.** The University reserves the right to terminate this Competitive Timber Sale or to modify the terms and conditions of this Competitive Timber Sale in its discretion at any time without prior notice. Offerors shall be bound by the most current Competitive Timber Sale terms and conditions at the time an offer is submitted. It is the sole responsibility of offerors to ensure that they have received the most current terms and conditions of this Competitive Timber Sale and related material prior to submitting an offer.
- 13. TIMBER SALE PRICE.** The suggested minimum stumpage price per thousand board feet net Scribner or net utility for each species of the Timber is listed below:

Minimum Stumpage Price:

Sitka Spruce	\$100.00/mbf net Scribner
Western Hemlock	\$20.00/mbf net Scribner
All Other Species	\$1.00/mbf net Scribner
All Species Utility Logs	\$1.00/mbf net utility

- 14. BOARD OF REGENTS' APPROVAL AND PUBLIC NOTICING.** Acceptance of offers may be subject to Board of Regents' approval. Pursuant to Board of Regents' Policy 05.11.042, acceptance of offers may also be subject to additional public noticing, including but not limited to, public notice specific to the Successful Offeror's proposed development plans. The University reserves the right to terminate

this Competitive Timber Sale based on the comments received during the public notice and comment period and reserves the right to reject offers to purchase Timber in this Competitive Timber Sale, in whole or in part, based upon comments that may be received during the public noticing process.

- 15. AGE REQUIREMENT.** You must be at least eighteen (18) years of age in order to submit an offer. The University will not enter into a contract with anyone under the age of eighteen (18).
- 16. PARCEL INSPECTION.** Interested parties are strongly urged to do on-site and other inspections of the parcel and to investigate and determine the existence of and to physically locate all property boundaries and legal access to the parcel prior to submitting an offer to purchase Timber in this Competitive Timber Sale. Interested parties should thoroughly inspect the parcel to ensure that the parcel is suitable for the party's intended use and to determine all permitting requirements related to that intended use. The parcel offered for sale in this Competitive Timber Sale is located in a rural/remote area and may contain physical hazards. Interested parties should exercise reasonable caution in their physical inspections of the parcel. On-site inspections shall be conducted entirely at the interested parties' own risk and responsibility. Parcel inspections may not include use of any equipment; such activities may only be conducted after receipt of a letter of entry from the University, and after verification by the interested party that they have secured legal access to the parcel from adjacent land owners, if necessary. It is also recommended that offerors inspect all public records pertaining to this parcel, including, but not limited to, recorded plats and covenants, local improvement district assessments and topographical maps, prior to submitting an offer to purchase Timber in this Competitive Timber Sale. Information regarding this parcel may be available from local, state and federal offices, including but not limited to: the city or borough assessor's office, building permitting office and land planning office; local utility companies; district recorder's office; the State of Alaska Department of Natural Resources, Department of Environmental Conservation, Department of Fish and Game and Department of Transportation and Public Facilities; and the U.S. Department of the Interior Bureau of Land Management, Geological Survey, Environmental Protection Agency and Army Corps of Engineers.
- 17. ACCESS, MAINTENANCE AND COMPLIANCE.** This Competitive Timber Sale is in a remote location and within the Haines Borough. Legal access, construction or maintenance of the roads, permits associated with Sortyard and log transfer operations, and compliance with all applicable regulations pertaining to timber harvest and forest practices shall be the responsibility of the Successful Offeror. Offerors must comply with any applicable laws, orders, ordinances and regulations of federal, state or local authorities (including, but not limited to Federal Environmental Protection Administration (EPA) Alaska Department of Environmental Conservation regulations relating to National Pollutant Discharge Elimination System (NPDES) and storm water pollution prevention plans, the U.S. Army Corps of Engineers, Alaska District, U.S. Fish & Wildlife Service Migratory Bird Management, Alaska Forest Resources and Practices Act (FRPA), Alaska Department of Environmental Conservation (DEC) Regulations, Alaska Worker's Compensation Laws, and State of Alaska mining permitting and regulations).
- 18. TIMBER SALE AGREEMENT.** The Timber Sale Agreement will be executed using the University of Alaska's documents. The Successful Offeror will be required to provide adequate insurance and performance bonds to protect the University in the event of environmental or other damage to the property or Offeror's failure to perform. The University's Timber Sale Agreement will be available from the University for review by proposed offerors on or about **September 25, 2017**, and an electronic PDF copy can be obtained from the University at that time by request.

- 19. WARRANTIES.** Offerors are advised that any and all maps, site plans, acreages, timber volume and grade information, timber value information, and timber cruise data, and other information that may be provided with this Competitive Timber Sale are approximations and that no guarantee or warranty is made to their accuracy, and that such information does not constitute an inducement to make an offer at this Competitive Timber Sale, or to enter into the Timber Sale Agreement with the University. It is the offeror's sole responsibility to examine the parcel (including matters of title) and take other steps, as may be necessary, to ascertain the exact character and location of the parcel; operability, value, quantity and quality of Timber located thereon, if any; and the general and local conditions that affect the use of the parcel or Timber for any purpose. The University shall not be liable for any damages relating to an offeror's use of the parcel or Timber (or lack thereof) located on the parcel. The University makes no warranties or representations of any kind concerning the parcel or the Timber located on the parcel or title thereto. The parcel and timber are being offered in "as is" condition, regardless of defects, either patent or latent. All interested parties are strongly urged to inspect the parcel and timber before submitting an offer.
- 20. WETLANDS DISCLOSURE.** This Competitive Timber Sale may contain wetlands and/or waters regulated under Section 404 of the Clean Water Act. The U.S. Army Corps of Engineers Alaska District (COE) regulates dredge, fills and permitting., However, construction or maintenance of forest roads is exempt under the Silviculture Road Exemption from these permitting requirements under Section 404(f)(1), where such roads are constructed and maintained in accordance with 33 CFR Best Management Practices, The Successful Offeror shall be solely responsible for all permits and authorizations to operate and conduct timber harvest operations and related activities pursuant to this Competitive Timber Sale and Timber Sale Agreement,
- 21. OTHER CONDITIONS.** The University reserves the right to postpone or cancel this Competitive Timber Sale, in whole or in part or to modify this Competitive Timber Sale at any time prior to or during the competitive offering and up to the time of closing, without notice, and without any liability whatsoever to any Offeror or potential Offeror. The University shall not be liable for any expenses incurred by any parties participating in the Competitive Timber Sale including without limitation the costs of preparation of any offer or timber evaluation. The University reserves the right to terminate this Competitive Timber Sale, to decline any and all offers, to negotiate separately with any party participating in this Competitive Timber Sale, to accept an offer without further discussions, or to waive any informality in the offers received, and to accept that offer which represents the best interests of the University. The University reserves the right to waive technical defects in this Competitive Timber Sale.
- 22. ROAD CONSTRUCTION AND INFRASTRUCTURE REQUIREMENTS.**
- A. Roads.** The Successful Offeror shall be responsible for acquiring legal access to the Timber Sale Area as well as constructing all roads, bridges, improvements and facilities required to access and harvest the Timber.
- B. Logging Camp.** There is no logging camp associated with the Timber Sale Area.
- C. Log Transfer Facility.** There is currently no log or barge loading facility located on University property.
- 23. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.**
- By submitting a proposal pursuant to this competitive timber sale, offeror hereby acknowledges and agrees that it has been given full and unrestricted access to the sale area and has had the opportunity to

closely inspect the sale area, timber, University permits, title documents, access and operating conditions and has evaluated options available for transporting logs, fuel, equipment and material. The University 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, operability of the timber, matters of title, physical conditions, availability of access, permits, leases, roads, bridges, camp, log transfer facility, sort yard, log storage facility, conceptual operating plan, operating projections, operating and harvest costs, valuations, governmental regulations or any other matter concerning the timber offered herein for sale. Offeror represents that it is a knowledgeable purchaser of timber and it is relying solely upon its own expertise or that of its consultants. Offeror hereby assumes each, every and all risk with regard to the sale by and purchase of timber from the University. University shall not be liable under any circumstances for any damages relating to the purchase or use of such timber or for any special, consequential or incidental damages, furthermore, in no event shall the University's liability exceed the aggregate amount of payments actually received by the University from the offeror. This disclaimer controls all other terms of this competitive timber sale, In the event of this competitive timber sale or any sale document including but not limited to this timber sale agreement between University and offeror, this disclaimer shall control.

24. ADMINISTRATIVE PROTEST OF UNIVERSITY DECISIONS.

An Offeror may protest a University decision concerning the offer or the sale and if appropriate appeal that decision as follows:

- A. Protest to the Director.** An Offeror may protest any decisions made in relation to the offer or this sale to the Director for Facilities and Land Management of University of Alaska. To protest a decision, the Offeror must: (i.) notify the Director, in writing, at the address listed in Section 2, of the protest, within **TEN (10) CALENDAR DAYS** after the University has given notice of the decision the Offeror wishes to protest; and (ii.) explain in detail all the reasons for the protest and the relief requested.
- B. Decision of the Director.** The Director shall consider the protest and may request additional information and documentation from the Offeror. The Director will issue a written determination within **FIFTEEN (15) CALENDAR DAYS** after the offeror has supplied the requested information and documentation. If necessary and at the request of the Director, the University's Chief Procurement Officer may extend this deadline provided the Director establishes good cause for the extension. Any request for an extension granted by the Chief Procurement Officer must be in writing and mailed to the Director and the Offeror. If the Director does not issue a written decision on the protest within **NINETY (90) CALENDAR DAYS** after the Offeror has filed the requested information and documents with the Director and within any extension granted by the Chief Procurement Officer, then Offeror's protest shall be deemed to have been denied.
- C. Appeal from a Decision of the Director.** Offeror may appeal the decision of the Director to the Chief Procurement Officer. Offeror must file written notice of the appeal, a copy of the Director's decision, and a list of all legal and factual issues in dispute no later than **FIFTEEN (15) CALENDAR DAYS** after the date the Director mailed the decision to the Offeror.
- D. Decision of the Chief Procurement Officer.** Within **FIFTEEN (15) CALENDAR DAYS** of receipt of the appeal, the Chief Procurement Officer shall adopt the decision of the Director as the

Chief Procurement Officer's final decision or give notice that a hearing will be held to resolve the dispute. The notice adopting the Director's decision or setting a hearing will be served, in writing, on Offeror and the Director. If there is a hearing, it will be conducted under Sections 10.14 - 16 of the University's Procurement Code, Board of Regents' Policy 05.06.670 and Alaska Statute 36.30.670, as amended or superseded from time to time. The Chief Procurement Officer's decision must be issued, in writing, and mailed to the Offeror and the Director within **TWENTY (20) CALENDAR DAYS** after the hearing. Chief Procurement Officer's decision is the final University decision.

- E. Appeal from the Final Decision of the Chief Procurement Officer.** An appeal of the Chief Procurement Officer's final decision may be filed under Appellate Rule 602(a) (2) with the Superior Court, Third Judicial District, located in Anchorage, Alaska no later than **THIRTY (30) CALENDAR DAYS** of the date the Chief Procurement Officer mailed the final decision to the Offeror.
- F. Stay.** A protest or appeal will not automatically stay a decision of the University. A party protesting or appealing must request a stay of the decision. Such a stay may be granted only where the Director or Chief Procurement Officer finds that the Offeror has met the standards in AS 36.30.575.

UNIVERSITY OF ALASKA
2017 CHILKAT PENINSULA COMPETITIVE TIMBER SALE DEVELOPMENT AND DISPOSAL
BUSINESS QUESTIONNAIRE

This form is to be completed by all individuals and entities submitting an offer ("Offeror") to the University of Alaska, Facilities and Land Management office. It is to be completed based on the actual, personal knowledge of the authorized representative of the Offeror. Please explain any omissions and use additional pages where appropriate.

An Ethics Disclosure Form, if applicable, must be completed and must accompany all offers from University employees or family members. The Ethics Disclosure Form can be found at www.ualand.com.

1. NAME, ADDRESS AND TELEPHONE # OF OFFEROR:

Owner(s) Name _____ Title _____

Owner(s) Name _____ Title _____

Owner(s) Name _____ Title _____

Entity Name (if any) _____

Address _____ City _____ State _____ Zip _____

Telephone # (_____) _____ Fax # (_____) _____

2. NAME, ADDRESS AND TELEPHONE # OF INDIVIDUAL COMPLETING QUESTIONNAIRE:

Name _____ Title _____

Entity Name (if any) _____

Address _____ City _____ State _____ Zip _____

Telephone # (_____) _____ Fax # (_____) _____

3. OFFEROR'S ORGANIZATION: Choose ownership type.

Sole Proprietor Partnership Corporation LLC (Limited Liability Company)

LLP (Limited Liability Partnership) LP (Limited Partnership)

Other (please explain): _____

Place of Incorporation _____ Date of Incorporation _____

Alaska Business License # _____ Tax Payer ID # _____

NOTE: Offerors intending to harvest the Timber on this University parcel must have a valid Alaska Business License. Offer must include one of the following:

A. A current copy of the Offeror's Business License

B. A canceled check that demonstrates Offeror's payment of the Alaska Business License Fee.

C. *A copy of Offeror's Alaska Business License application with a receipt stamp from the State of Alaska, Department of Commerce, Community and Economic Development, Division of Corporations, Business and Professional Licensing.*

4. LIST NUMBER OF YEARS IN BUSINESS: _____

5. LISTED UNDER SAME ENTITY NAME? Yes No

If no, please explain: _____

6. LIST PRESENT BUSINESS ACTIVITIES. _____

7. LIST PARTNERS, PRINCIPALS, DIRECTORS, OFFICERS, AND PROJECT MANAGERS.

Name	Position	Address	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

8. OFFEROR'S FINANCIAL INFORMATION:

The financial condition of Offeror, as of _____, is as reflected in the attached financial statements (balance sheet, income statement and statement of retained earnings).

NOTE: Attached to this statement is a financial statement showing the assets and liabilities, including contingent liabilities, fully itemized in accordance with accepted accounting standards. If the date of the financial statement precedes the date of this submission by more than SIX (6) MONTHS, also attach an interim balance sheet not more than SIXTY (60) DAYS old.

Name and address of individual who prepared Offeror's financial statement:

Name _____ Title _____

Entity Name (if any) _____

Address _____ City _____ State _____ Zip _____

9. LIST THREE (3) PROFESSIONAL REFERENCES THAT YOU HAVE CONDUCTED BUSINESS WITH IN THE LAST THREE YEARS (References may be contacted by the University of Alaska).

Name	Position	Address	Phone
<hr/>			
<hr/>			
<hr/>			

10. IDENTIFY OFFEROR'S SOURCES OF CAPITAL FOR THIS PROJECT: _____

11. LIST AND DESCRIBE PREVIOUS PROJECTS WHICH ARE SIMILAR IN NATURE AND SCOPE TO THIS TIMBER SALE: _____

12. HAS OFFEROR OR ANY AFFILIATED ENTITY (listed in Question 8) 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. HAS OFFEROR OR ANY AFFILIATED ENTITY (listed in Question 8) EVER BEEN IN DEFAULT ON ANY OBLIGATION, OR SUBJECT TO ANY UNSATISFIED JUDGEMENT OR LIEN? Yes No

If yes, please explain: _____

14. HAS OFFEROR OR ANY AFFILIATED ENTITY (listed in Question 8), EMPLOYEE OR CONTRACTOR WORKING ON BEHALF OF OFFEROR EVER BEEN SERVED WITH A NOTICE OF VIOLATION OR CITATION IN RELATION TO ITS BUSINESS ACTIVITIES? Yes No

If yes, please explain: _____

15. THE FOLLOWING INDIVIDUAL(S) HAVE SIGNATORY AUTHORITY TO SIGN ANY AND ALL DOCUMENTS RELATED TO THIS 2017 CHILKAT PENINSULA COMPETITIVE TIMBER SALE, SUBSEQUENT TIMBER SALE AGREEMENT AND RELATED DOCUMENTS (attach copy of corporate resolution and/or appropriate documents authorizing such individuals):

Name

Title

I HEREBY CERTIFY that I have read and understand the Terms and Conditions of the University of Alaska 2017 Chilkat Peninsula Competitive Timber Sale Development and Disposal Plans and all amendments thereto, and accept the terms and conditions therein. I hereby certify that I am eighteen (18) years of age or older. The information submitted herein is true to my own knowledge; and I have the signatory authority to sign any documents associated with this Competitive Timber Sale.

Signature _____ Date _____

Print Name _____

By: _____ Its: _____

UNIVERSITY OF ALASKA
2017 CHILKAT PENINSULA COMPETITIVE TIMBER SALE DEVELOPMENT AND DISPOSAL
OFFER-TO-PURCHASE FORM

INSTRUCTIONS: Please print legibly. Please read all information in the Terms and Conditions of the University of Alaska 2017 Chilkat Peninsula Competitive Timber Sale Development and Disposal prior to completing this form. This form must be completed in its entirety and submitted with the \$25,000.00 Offer Deposit amount. This form must be received at University of Alaska, Facilities and Land Management, 1815 Bragaw Street, Suite 101, Anchorage, Alaska 99508 by **no later than 5:00 P.M., ~~Monday, October 23, 2017.~~ Wednesday, November 22, 2017**

OFFEROR

Name _____

Address _____

City _____ State _____ Zip _____

Telephone # (_____) _____ Fax # (_____) _____

OFFER

I hereby submit an offer to purchase Timber from Parcel # _____ HA.CP.XXXX.002

Please fill out each field below specific to your offer. Please list bid prices below as Net Scribner Scale.

Spruce: \$ _____ /MBF

Hemlock: \$ _____ /MBF

Other/Utility: \$ _____ /MBF

DEPOSIT ENCLOSED: _____ TWENTY-FIVE THOUSAND DOLLARS AND NO/100 _____ (\$25,000.00)

AGREEMENT NAME VERIFICATION

Please type or print all names, as they should appear on the Timber Sale Agreement. Please note, the University will not extend financing for timber rights.

SIGNATURES

I HEREBY CERTIFY that I have read and understand the Terms and Conditions of the University of Alaska 2017 Chilkat Peninsula Competitive Timber Sale Development and Disposal and all amendments thereto, and accept the terms and conditions therein. I hereby agree that the Offer above represents the purchase price I will pay for the Timber on the parcel if my offer is accepted. I have enclosed a cashier's check, payable to the University of Alaska, in an amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) as my offer deposit. **IF MY OFFER IS ACCEPTED AND, FOR WHATEVER REASON, I DECIDE NOT TO ENTER INTO A TIMBER SALE AGREEMENT, I AGREE THAT THIS DEPOSIT SHALL BE RETAINED BY THE UNIVERSITY AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY.** I hereby certify that I am eighteen (18) years of age or older.

Signature _____ Date _____

Signature _____ Date _____