UNIVERSITY of ALASKA

Many Traditions One Alaska

MATERIAL SALES DISPOSAL TERMS AND CONDITIONS

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

Facilities and Land Management
2025 Yukon Drive, Suite 106
Fairbanks, Alaska 99775-5280
PHONE: (907) 450-8133
FAX: (907) 450-8131

MATERIAL SALES
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. PURPOSE OF THIS MATERIAL SALES DISPOSAL TERMS AND CONDITIONS. The University of Alaska, Facilities and Land Management office (the "University") is hereby offering gravel, sand, rock and other material located on various parcels throughout Alaska (collectively "Material") for sale to qualified individuals or entities interested in the exploration, excavation and purchase of such Material. The Material sale will be completed pursuant to a Material Sale Agreement (a sample of which is available from the University for review upon request, and on the University website at http://www.ualand.com). The goals of this Material Sales Disposal Terms and Conditions ("Material Sale") are to generate revenue for the University, to ensure that the Material is responsibly excavated, and to serve the best interests of the University. The Materials offered in this Material Sale were previously offered by the University for competitive sale, and the notice and other requirements applicable to disposals of such Materials were satisfied when they were previously offered.

2. OFFERS. The University is interested in receiving offers for Material purchases from individuals or entities with a proven record of contract compliance, experience in material extraction and reclamation, the financial capability to properly and timely complete Material excavation projects, and a commitment to environmentally sound Material extraction and reclamation practices.

3. SUBMITTING OFFERS. Each offer to purchase Material must be made on the attached *Material Sales Disposal Offer to Purchase Form* ("Offer to Purchase Form") and sealed in an envelope and the outside of the envelope clearly labeled with the following information:

Material Sales Disposal
Parcel # _____ (enter appropriate number)
Name and Address of Individual Submitting Offer
Date

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

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

University of Alaska
Facilities and Land Management
2025 Yukon Drive, Suite 106
Fairbanks, Alaska 99775-5280

Offer to Purchase Forms that are not signed and dated will be disqualified. All offers shall be date stamped by the University with the date of receipt (the "Offer Date"). Offers may be withdrawn at any time by offeror.

4. REQUIRED INFORMATION THAT MUST BE CONTAINED IN AN OFFER. In order to be considered, all offers to purchase Material from the University must include the following:

a. **Material Sales Disposal Business Questionnaire.** The attached Material Sales Disposal Business Questionnaire must be completed, signed and dated and submitted with the offer.

b. **Material Sales Disposal Offer to Purchase Form.** Offeror's financial offer and terms (including per yard price for Material and guaranteed payment commitments to the University) must be submitted on the attached Offer to Purchase Form, which must be completed, signed and dated and submitted with the offer.

c. **Operations Plan.** A conceptual operations plan, in triplicate, must be submitted with the offer. The operations plan must describe the offeror's plans for Material extraction, a schedule of operations including proposed time of beginning and completing operations. The operations plan must include offeror's financial and operating performance record and references, and evidence of offeror's financial ability to meet the financial and other requirements of the operations plan and a Material Sale Agreement. The operations plan must contain an adequate level of detail sufficient to allow the University to: **(i.)** determine with clarity offeror's proposed operations; **(ii.)** evaluate the offer and proposed operations for compliance; and **(iii.)** compare the offer to other offers which may also be subject to evaluation by the University.

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

All offers must be signed, dated and completed in full. All materials submitted as part of the offer become the property of the University immediately upon receipt. The successful offeror will be required to submit to the University a detailed and thorough operations plan for approval prior to commencing operations.

5. EVALUATION. Material extraction activities are consumptive uses of University lands that may have implications for the University beyond the financial terms. Therefore, the University will determine, in its sole discretion, its best interests in relation to the offers it receives. The University may reject any offer which it does not determine is in its best interests. Offers may be evaluated and compared by the University with other offers the University has received in order that the University may determine in its sole discretion the offer that best serves its interests. 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. The offer complies in all material respects with the essential requirements of this Material Sale, and is otherwise acceptable to the University.

b. An operation plan that provides sufficient information to demonstrate an economically profitable and environmentally sound Materials extraction operation that the University determines in its sole discretion is in its best interests.

c. Financial offer and terms that the University determines in its sole discretion is in its best interests.

d. Demonstrated judgment, experience, integrity, skill, ability, capacity and financial ability of offeror to execute the proposed operations plan in a manner that the University determines is in its best interests.

e. Past performance record including offeror's past performance with similar projects and references.

6. ACCEPTANCE OF OFFERS. The University will accept the offer that it determines, in its sole discretion, best serves its interests. Offers may be accepted as is, or, at the University's sole 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 at any time any offer which the University determines, in its sole discretion, is not in the University's best interest. Unless the University has requested further negotiations on the terms of the offer, the offeror submitting the offer selected by the University will be required promptly to execute a Material Sale Agreement with the University and complete all paperwork necessary for the expeditious development of the property. 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 agreement the offeror will be required promptly to execute a Material Sale Agreement. In the event the offeror selected by the University does not promptly execute a Material 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 sole discretion, contact the next offeror(s) to determine if the offeror(s) wishes to execute a Material Sale Agreement with the University. **The University reserves the right to waive any defects as to form or content of this Material 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 offers, or due to the failure to complete the execution of a Material Sale Agreement. The University reserves the right to review any offers submitted in this Material Sale and negotiate with any party until such time as a Material Sale Agreement is executed. FINAL ACCEPTANCE OF AN OFFER BY THE UNIVERSITY MAY BE SUBJECT TO BOARD OF REGENTS' APPROVAL.**

7. EXAMINATION OF FINANCIAL BACKGROUND. The University reserves the right to request additional and independent verification of any financial information concerning an offeror prior to entering into a Material Sale Agreement. Verification of an offeror's financial ability to develop and manage the operations and meet all of the terms of the Material 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 sole opinion, an offeror does not possess the financial ability to meet the terms of its operations plan or the Material Sale Agreement, the University will terminate negotiations with the offeror**.** 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 payments to the University.

8. QUESTIONS OR COMMENTS. Questions or comments concerning this Material Sale must be made in writing, expressly identified as a question or comment concerning this Material Sale, and submitted to the Anchorage address listed in Paragraph 3, above. 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 Material Sale or compliance with the requirements of this Material Sale. Offeror's protests based upon any omissions or errors, or the content of this Material Sale, will be disallowed if not made in writing prior to submitting an offer.

9. MODIFICATIONS TO THIS MATERIAL SALE. The University reserves the right to modify the terms and conditions of this Material Sale at its sole discretion at any time without prior notice. Offerors shall be bound by the most current Material 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 Material Sale and related material prior to submitting an offer.

10. MATERIAL SALE PRICE. The minimum sale price for the Material shall be in accordance with the Department of Natural Resources – 2013 "Cost per Cubic Yard of Sand, Gravel and Rock Information Sheet" – Southcentral Region – DNR – MLW, attached hereto and incorporated herein.

11. 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 reject offers to purchase Material in this Material Sale, in whole or in part, based upon comments that may be received during the additional public noticing process.

12. AGE REQUIREMENT. You must be at least eighteen (18) years of age in order to submit an offer to purchase Material in this Material Sale. **THE UNIVERSITY WILL NOT ENTER INTO A CONTRACT WITH ANYONE UNDER THE AGE OF EIGHTEEN (18).**

13. PARCEL INSPECTION. Interested parties are strongly urged to do on-site and other inspections of the parcels and to investigate and determine the existence of and to physically locate all property boundaries and legal access to the parcels prior to submitting an offer to purchase Material in this Material Sale. Interested parties should thoroughly inspect parcels to ensure that the parcel is suitable for the party's intended use and to determine all permitting requirements related to that intended use**. Many of the parcels offered in the Material Sale are located in rural/remote areas and may contain physical hazards. Interested parties should exercise reasonable caution in their physical inspections of the parcels. On-site inspections shall be conducted entirely at the interested parties' own risk and responsibility. Parcel inspections may not include use of any equipment, including excavation or drilling 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 interested parties inspect all public records pertaining to these parcels, including, but not limited to, recorded plats and covenants, local improvement district assessments and topographical maps, prior to submitting an offer to purchase Material in this Material Sale. Information regarding these parcels 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, 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.

14. ACCESS, MAINTENANCE AND COMPLIANCE. Many of the parcels offered in the Material Sale are in remote locations and are not necessarily within organized service districts. Legal access, construction and maintenance of roads, driveway permits, drainage systems and all common areas shall be the responsibility of the successful offeror. Offerors will be required to comply with all laws, orders, ordinances and regulations of federal, state or local authorities concerning road construction and maintenance, and material extraction and reclamation on the parcels, including but not limited to; the Army Corps of Engineers regulations relating to the development of wetlands, EPA regulations relating to storm water pollution prevention plans, and State of Alaska mining permitting and regulations.

15. CONTRACT REVIEW. All Material Sale Agreements will be executed using the University of Alaska's standard documents. A sample Material Sale Agreement is available for review upon request, and on the University website at http://www.ualand.com. Contractors 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 contractor's failure to perform.

16. WARRANTIES. Offerors are advised that the maps, site plans, acreages and other information that may be provided with this Material Sale are approximations and that no guarantee or warranty is made to their accuracy. It is the offeror's responsibility to examine the parcels and take other steps, as may be necessary, to ascertain the exact character and location of the parcels; quantity and quality of Material located thereon, if any; and the general and local conditions that affect the use of the parcels or Material for any purpose. In addition, the University makes no warranties, either express or implied, nor assumes any liability whatsoever, regarding the physical, social, economic or environmental aspects of the parcels, to include, without limitation, the quality, quantity or fitness of the Material located on the parcels, the existence of physical or legal access to the parcels, or any other matter whether or not similar to the foregoing. The University shall not be liable for any damages relating to an offeror's use of the parcels or Material (or lack thereof) located on the parcels. The University makes no warranties or representations of any kind concerning the parcels or the Material located on the parcels. The parcels and associated Materials are being offered in "as is" condition, regardless of defects, either patent or latent. **ALL INTERESTED PARTIES ARE STRONGLY URGED TO INSPECT THE PARCELS AND MATERIAL BEFORE SUBMITTING AN OFFER.**

17. WETLANDS DISCLOSURE. Some of the parcels offered in this Material Sale may contain wetlands and/or waters, in whole or in part, which are regulated under Section 404 of the Clean Water Act. U.S. Army Corps of Engineers permitting may be required for any development on the parcels. **Interested parties are strongly urged to contact the U.S. Army Corps of Engineers, Alaska District, prior to submitting an offer to purchase**, in order to determine the specific development restrictions, if any, that pertain to the parcels.

18. OTHER CONDITIONS. The University reserves the right to postpone or cancel this Material Sale, in whole or in part, or to withdraw parcels from this Material Sale at any time prior to or during the Material Sale offering and up to the time of closing, without notice. The University shall not be liable for any expenses incurred by any parties participating in this Material Sale as a result of, but not limited to, including without limitation the costs of preparation of any offer or parcel

evaluation. The University reserves the right to decline any and all offers**,** to negotiate separately with any party participating in this Material Sale**,** to accept an offer without further discussions**,** 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 Material Sale.

19. ADMINISTRATIVE PROTESTS 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 Chief Strategy, Planning, and Budget Officer.** An Offeror may protest any decisions made in relation to the offer or this sale to the Chief Strategy, Planning, and Budget Officer for Facilities and Land Management of University of Alaska. To protest a decision, the Offeror must: **(i.)** notify the Chief Strategy, Planning, and Budget Officer, in writing, at the address listed in Section 3, 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 Chief Strategy, Planning, and Budget Officer.** The Chief Strategy, Planning, and Budget Officer shall consider the protest and may request additional information and documentation from the Offeror. The Chief Strategy, Planning, and Budget Officer 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 Chief Strategy, Planning, and Budget Officer, the University's Chief Procurement Officer may extend this deadline provided the Chief Strategy, Planning, and Budget Officer 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 Chief Strategy, Planning, and Budget Officer and the Offeror. If the Chief Strategy, Planning, and Budget Officer 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 Chief Strategy, Planning, and Budget Officer 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 Chief Strategy, Planning, and Budget Officer.** Offeror may appeal the decision of the Chief Strategy, Planning, and Budget Officer to the Chief Procurement Officer. Offeror must file written notice of the appeal, a copy of the Chief Strategy, Planning, and Budget Officer's decision, and a list of all legal and factual issues in dispute no later than **FIFTEEN (15) CALENDAR DAYS** after the date the Chief Strategy, Planning, and Budget Officer 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 Chief Strategy, Planning, and Budget Officer 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 Chief Strategy, Planning, and Budget Officer's decision or setting a hearing will be served, in writing, on Offeror and the Chief Strategy, Planning, and Budget

Officer. 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 Chief Strategy, Planning, and Budget Officer 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 Chief Strategy, Planning, and Budget Officer or Chief Procurement Officer finds that the Offeror has met the standards in AS 36.30.575.

Cost per Cubic Yard of Sand, Gravel and Rock Information Sheet – 2017
Southcentral Region – DNR – MLW
11 AAC 71.090

Parks Highway	$3.00
Glenn Highway	$3.00
Mat-Su Borough	$3.00
Kenai Peninsula – South of Portage Creek (Except those listed below)	$3.25
Seldovia & English Bay	$2.50
Valdez	$1.50
Richardson Highway	$1.50
Kodiak	$3.00
Lake Clark Shorelands (Port Alsworth)	$1.50
Bristol Bay Area	$1.50
Aleutians	$2.50
Kuskokwim \ Yukon Area	$1.50
Cordova	$5.00
Shale Rock – Hope Tidelands	$11.33
Rock – For All of the Southcentral Region	$3.00
Contracts issued under AS 38.05.810 (a)	.50

UNIVERSITY OF ALASKA
MATERIAL SALES DISPOSAL
BUSINESS QUESTIONNAIRE

This form is to be completed by all individuals or entities submitting an offer ("Offeror") to the University of Alaska, Facilities and Land Management office. It is to be completed to the full 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 number of Offeror:

Name_____ Title_____

Entity Name, if any_____

Address_____ City_____ State___ Zip_____

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

2. Name, address and telephone number of individual completing questionnaire:

Name _____ Title _____

Address _____ City _____ State ___ Zip _____

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

3. Offeror's organization:

☐ Individual ☐ Business Corporation ☐ Tax Exempt Corporation ☐ General Partnership ☐ Limited Partnership

☐ Other, please explain: _____

Place of Incorporation: _____ Date of Incorporation: _____

Alaska Business License #: _____ Taxpayer ID #: _____

***Note*:** Offerors intending to excavate Material on University Parcels must have a valid Alaska Business License. Acceptable evidence that the Offeror possesses a valid Alaska Business License will be required. Offers should include one of the following:

(a.) A current copy of Offeror's Alaska 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's business license office.

4. How long has Offeror been in business? ____ (years). Was Offeror ever organized under another name?

Yes ☐ No ☐ If yes, please explain: _____

5. List Offeror's present business activities:

_____

_____

_____

_____

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

Name	Position	Address	Phone

7. List Offeror's major stockholders and affiliated entities. An entity shall be considered affiliated with Offeror if it controls, is controlled by, or is under common control or management with Offeror:

Name	Position	Address	Phone

8. Offeror's Financial Information:

(a.) 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.

(b.) Name and address of individual who prepared Offeror's financial statement:

Prepared by: _____

9. List three professional references with which Offeror has done business in the last three years (references may be contacted by the University of Alaska):

Name	Address	Phone	Relationship

10. Identify Offeror's sources of capital for this project:

_____

_____

11. List and describe Offeror's previous projects which are similar in nature and scope to the proposed Material excavation:

_____

_____

_____

12. Has Offeror, any affiliated entity (see Question 7, above) or previously affiliated entity 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 (see Question 7, above) ever been in default on any obligation, or subject to any unsatisfied judgment or lien?

Yes ☐ No ☐ If yes, please explain: _____

_____

_____

_____

14. Has Offeror or any affiliated entity or employees or contractors working on behalf of Offeror (see Question 7, above) 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 Material Sale, subsequent Material Sale Agreement and related documents (attach copy of Offeror's corporate resolution or appropriate documents):

Name	Title

_____

_____

I HEREBY CERTIFY that I have read and understand the terms and conditions of the University of Alaska Material Sales Disposal 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 Material Sale.

Signature _____ Date _____

By:_____ Its:_____

UNIVERSITY OF ALASKA
MATERIAL SALES DISPOSAL
OFFER TO PURCHASE FORM

INSTRUCTIONS: **Please print legibly.** Please read all information in the Terms and Conditions of the University of Alaska Material Sale prior to completing this form. This form must be completed in its entirety. This form must be received at University of Alaska, Facilities and Land Management, 1815 Bragaw Street, Suite 101, Anchorage, Alaska 99508-3438 or at 2025 Yukon Drive, Suite 106, Fairbanks, Alaska 99775-5280.

OFFEROR

Name _____

Address _____

City _____ State _____ Zip _____

Telephone Number __(_____)_____ Fax Number __(_____)_____

OFFER

I hereby submit an offer to purchase Material from PARCEL# _____

The amount of my offer is (please also write out the amount in words, **rounded up to the nearest dollar**):

OFFER AMOUNT PER **YARD/TON**: _____ NO/CENTS ___($_____ NO/CENTS)
(circle one)

TOTAL YARDS/TONS: _____ PROPOSED TERM OF AGREEMENT: _____
(circle one)

GUARANTEED **ANNUAL/MONTHLY** PAYMENTS TO UNIVERSITY: ($_____ NO/CENTS)
(circle one)

TYPE(S) OF MATERIAL: _____

CONTRACT NAME VERIFICATION

Please type or print all names, as they should appear on the Material Sale Agreement.

_____

_____

SIGNATURES

I HEREBY CERTIFY that I have read and understand the Terms and Conditions of the University of Alaska Material Sale 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 Material on the Parcel if my offer is accepted. I hereby certify that I am **EIGHTEEN (18) YEARS** of age or older.

Signature _____ Date _____

Signature _____ Date _____

IMPORTANT!! CLEARLY LABEL OUTSIDE OF ENVELOPE WITH:
MATERIAL SALES DISPOSAL
PARCEL # ♦ YOUR NAME ♦ DATE