

REQUEST FOR QUOTATION

PURCHASING OFFICE
DEPARTMENT OF PUBLIC SAFETY

QUOTATIONS WILL BE RECEIVED UNTIL **1:00 PM, SEPTEMBER 08, 2015**
RFQ No.: 160000074

524 EAST 48TH AVE.

ANCHORAGE, AK 99503

RQS No.: 160001470

Page 1 of 8

Date: August 18, 2015

VENDOR NOTICE (This is NOT a Purchase Order)

This is an informal quotation that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. **Email Bid (preferred) please send to: dps.supplybids@alaska.gov** Please reference the Buyer's name and the RFQ number on the outside of the return envelope, if mailed.

DELIVERY LOCATION: DPS SUPPLY
524 EAST 48TH AVE. ANCHORAGE, AK 99503

BUYER: FRANK D. WHITTINGTON EMAIL:
FRANK.WHITTINGTON@ALASKA.GOV
907-929-8952 / **561-9178 FAX**

VENDOR QUOTATION

| ITEM | DESCRIPTION OF SUPPLY OR SERVICE | QTY | UNIT | UNIT PRICE | EXTENDED PRICE |
|------|---|-----|-------|------------|----------------|
| 1 | <p>GENERAL: This Department of Public Safety, Administrative Services, Supply Section, is soliciting for a janitorial service contract for the Alaska State Trooper Post, located In Dillingham Alaska 99576.</p> <p>JANITORIAL CLEANING SERVICE, AST "C" Detachment, AST Dillingham Post 536 Kenny Wren Road Dillingham, AK 99576</p> <p>This Request for Quotation (RFQ) is intended to result in a contract, from date of award, approximately September 17, 2015, through June 30, 2017. There will be three (3) one (1) year renewal options, from July 1 to June 30 of each state fiscal year, dependent upon funding, under the same terms and conditions as the original contract, not to exceed \$50,000 for the life of the contract. The renewal option periods shall be exercised solely by the State of Alaska.</p> <p>Scope of Work follows, beginning on page 2.</p> <p>Email Bid (preferred) please send to: dps.supplybids@alaska.gov</p> <p>QUOTATIONS WILL BE RECEIVED UNTIL 1:00 PM LOCAL TIME, SEPTEMBER 08, 2015</p> | 21 | month | _____ | _____ |

THIS SECTION MUST BE COMPLETED BY VENDOR

| | | | | | |
|-----------------------------|---------------------|--|-------|----------|--------------|
| COMPANY NAME | ADDRESS | CITY | STATE | ZIP CODE | PHONE NUMBER |
| ALASKA BUSINESS LICENSE NO. | VENDOR TAX I.D. NO. | DO YOU QUALIFY FOR ALASKA BIDDERS' PREFERENCE? [] YES [] NO | | | |

SIGNATURE _____

DATE _____

TYPED NAME AND TITLE _____

RFQ 160000074
AST “C” Detachment, Dillingham
Janitorial Services
Scope of Work

GENERAL REQUIREMENTS/INFORMATION

GENERAL: This Department of Public Safety, Administrative Services, Supply Section, is soliciting for a janitorial service contract for the Alaska State Trooper Post, located In Dillingham Alaska 99576.

CONTRACT PERIOD: This Request for Quotation (RFQ) is intended to result in a contract, from date of award through June 30, 2017. There will be three (3) one (1) year renewal options, from July 1 to June 30 of each state fiscal year, dependent upon funding, under the same terms and conditions as the original contract, not to exceed (NTE) \$50,000 for the life of the contract. The renewal option periods shall be exercised solely by the State of Alaska.

QUESTIONS:

Questions regarding the scope of work or terms and conditions shall be sent to the procurement officer identified herein. Questions shall be made in writing via email to the procurement officer and received no later than: August 31, 2015, 1:00 p.m. local time.

Location:

AST Dillingham Post
536 Kenny Wren Road
Dillingham, AK 99576

Cleaning Periods:

The Contractor shall provide janitorial services every Saturday (between 10 am – 4 pm).

Weekly -

- During the contract period this work shall be performed during each janitorial shift:
- Vacuuming all carpet areas and mats
- Sweep and mop all hard surface floors
- Clean/sanitize and deodorize restrooms and fixtures/replenish products in all paper and soap dispensers
- Dust/clean all countertops, window seals, cabinetry and other surfaces (does not include employee desks)

- Remove all trash and replace trash liners
- Clean windows, blinds and ledges
- Carpets must be shampoo cleaned a minimum of one (1) time each month during the months from May to December
- Other tasks assigned or incidental to maintaining a clean building

Twice a year –

- Clean windows inside and out in May and September
- Clean heater vents/baseboard (vacuum dust from inside cover)

Yearly –

- Shampoo carpets starting in early May after spring meltdown. (For 2015 in September)
- Other tasks assigned or incidental to maintaining a clean building

As needed:

- replace burned out light bulbs and clean fixtures

Supplies & Equipment:

The Department of Public Safety will provide all standard cleaning materials: cleaners, rags, broom, mop, vacuum, toilet paper, paper towel and light bulbs. Supplies will be maintained in a supply closet with access for the janitorial staff.

Background checks:

The successful bidder's on-site personnel are required to pass an extensive background check that is processed by the Department of Public Safety to determine eligibility to perform work on site. The decision of the background check, pass or fail, is final. Some individuals may appeal a background check denial through the procurement officer identified herein. The decision of the appeal process is final. The background check process may take two or more weeks to process and the individuals are required to be finger printed at a Public Safety facility. Only the individuals who have passed the background check investigation are permitted on site.

On site workers:

No more than 2 (two) janitorial personnel shall be allowed access to the DPS Office during hours of cleaning. The contractor shall enter the building through the front entrance. The contractor shall ensure all doors are securely locked behind them. All doors and windows are to be checked to make sure they are securely locked at the end of each work period.

Service Contract Deficiencies:

Failure to provide any of the services herein described will cause the Department of Public Safety to issue a written warning to the janitorial contractor. If the deficiency is not corrected within 24 hours of notification, the Department of Public Safety will hire another janitorial firm to correct the deficiency and deduct the cost from the next payment due under the contract. More than two (2) valid deficiency claims in the life of the contract will be grounds for the state to declare the janitorial contractor in default of the contract.

On Site Communications:

The State will provide the Contractor the name and contact information of someone on site who is available if there are questions. The janitorial service supervisor is to have regular contact with the AST contact person. The janitorial crew will communicate with the AST contact person on an as-needed basis with notes from the janitor's clipboard. The Contractor is required to give the On-Site State contact the name of the worker(s) on site and their cell phone number for communication purposes.

Workmanship & Materials:

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

Insurance:

Contractor shall provide updated business license and insurance documentation to:

**Department of Public Safety
524 E 48th Ave
Anchorage, AK 99503-7315**

INVOICES: Invoices must be sent directly to the:

**AST Headquarters
C/O Accounts Payable
5700 Tudor Road
Anchorage, AK 99507.**

Payments will only be made after AST receives the service and the invoice. Questions concerning payment must be addressed to the AST contact person.

OTHER TERMS AND CONDITIONS

Contract Changes:

The state reserves the right to delete or add areas during the life of the contract anywhere within the Alaska State Trooper Dillingham Post building or out buildings on the grounds.

Delegated Authority:

All terms and conditions of this contract are under the delegated authority of the Department of Public Safety, Administrative Services; Supply Section procurement officer. Any additions or deletions of work or duties shall be recognized via a change order to the contract.

Experiences & References:

The successful bidder must possess documented prior janitorial experience and provide a minimum of two (2) references (including contact names, emails and telephone numbers). The references submitted shall be attached to the price quotation on or before the quotations are due.

Surveillance & Restrictions:

The Contractor is advised that only the individuals who have background clearances are permitted on site during the performance of this work. The Contractor is advised that there are security cameras throughout the building and the workers will be monitored in the performance of the work. Under no circumstances are minors under the age of 18 permitted at the job site during the performance of work.

DESCRIPTION OF WEEKLY JANITORIAL PERFORMANCE DUTIES

Cleaning & Disinfecting:

All restroom surfaces and break room shall be cleaned with the cleaner(s) provided by the state; including plumbing, toilet(s), urinals, handles, counter tops, privacy panels, toilet paper dispensers, seat cover dispensers, trash receptacles and feminine hygiene dispensers. All fixtures shall be cleaned and free from any visible bodily fluids, dust and dirt. The sinks shall be cleaned and wiped dry. Toilets and urinals shall be treated with the disinfectant provided. Door handles shall be cleaned and sanitized to prevent germs from transferring.

Dusting:

The Contractor is responsible for dusting all surfaces fixed and not-fixed from floor to ceiling. Flat surfaces shall be cleaned with a treated dust rag provided. Blinds, ledges and furnishings shall be dusted with a feather duster. No waxing or wet dusting is required with the exception of window ledges that may require periodic cleaning when dusting does not clean the surface. Care shall be given to ensure the cleaner does not drip on the window ledges or walls which could cause damage.

Floor Mats:

The Contractor is responsible for shaking the floor mats outdoors to remove large debris from the mat(s) before vacuuming weekly. The floor mats must be removed and cleaned before mopping the floors. Floor mats shall be put back in place after the flooring is dry to prevent mildew and odors. After cleaning the floor mats, the Contractor shall place the mat in its original location and ensure the edges are flat.

Glass surface cleaning:

All glass surface mirrors and interior windows shall be cleaned with glass cleaner and dried. Mirrors and interior windows are to be free from smudges or streaks on the surface. Care shall be given to ensure the glass cleaner does not drip on the window ledges or walls which could cause damage.

Inventory Replenishment:

The State shall provide all cleaning, paper products and equipment in the performance of this contract. Contractor shall be responsible for replacing all soap dispensers, paper towels, seat covers and toilet paper in their receptacles each week. The Contractor shall leave in each restroom back up supplies of toilet paper, paper towels and seat liners (for use by state employees during the week when no janitorial service is performed). The Contractor shall advise the Post contact when cleaning and paper products are running low for reorder. There should be a minimum of two weeks of supplies on hand at all times.

Sweeping and Mopping:

The Contractor shall sweep the hard surfaces and remove the large particles before mopping hard surface flooring and cove base in the restrooms, administrative offices, break room, hallway, stairs, entryways and lobbies. The Contractor shall remove all floor mats, trash cans, and other freely moved items from the floor in preparation of mopping. The hard surface shall be swept with a broom or vacuumed to remove large debris, dirt and grit prior to wet mopping. After prepping the floor, the Contractor shall wet mop the hard surface using a clean mop. The Contractor is required to use the cleaning products provided. No waxing is required. When the mopping is complete, there shall not be any residue or dirt

trapped along the cove base or in corners. The cove base and flooring shall be free from streaking and smudges.

Trash Removal:

The Contractor shall remove the trash from all trash receptacles (wall and floor) and dispose of the trash in the building dumpster located on site. Each receptacle is required to have a trash liner (to be provided by the state) and the contractor is responsible for removing the soiled or torn liner and replacing with a fresh liner. If the trash receptacle is soiled, the Contractor is responsible for cleaning the trash receptacle before replacing the liner.

Vacuuming & Spot Cleaning:

All carpeted areas of the building shall be thoroughly vacuumed (from corner to corner) including under desks, tables, etc. The Contractor shall move loose objects such as chairs, waste baskets, and other items before vacuuming the floor. The Contractor shall be responsible for returning all cleaning supplies and equipment to the storage location provided by the State. All loose items shall be replaced in their original location. The Contractors shall spot clean spills with provided cleaner when spills are visible.

INSTRUCTIONS TO BIDDERS

TERMS AND CONDITIONS

- 1. REQUEST FOR QUOTATION (RFQ) REVIEW:** Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ.
- 2. QUOTATION FORMS:** Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.
- 3. SUBMISSION:** Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.
- 4. QUOTE REJECTION:** The State reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.
- 5. EXTENSION OF PRICES:** In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.
- 6. ALASKA PROCUREMENT CODE:** The Procurement Code (AS.36.30) and its Regulations (2 AAC Ch. 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC Ch. 12 are available at most public libraries and legislative information offices; and both are available for review at Alaska State Purchasing Offices.
- 7. PRICES:** The offeror shall state prices in the units of issue on this RFQ. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:
 - Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
 - "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
 - Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
 - Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers;
 - Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

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

9. PAYMENT DISCOUNT: Discounts for prompt payment will not be considered in evaluating the price you quote. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.

10. VENDOR TAX ID NUMBER: If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

11. INDEMNIFICATION: The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

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

13. TITLE: Title passes to the State for each item at FOB destination.

14. FILING A PROTEST: An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.

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

16. SUITABLE MATERIALS, ETC.: Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

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

18. FIRM OFFER: For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of ninety (90) days from the date of quote opening.

19. QUOTE PREPARATION COSTS: The State is not liable for any costs incurred by the offeror in quote preparation.

20. CONSOLIDATION OF AWARDS: Due to high administrative costs associated with processing of purchase orders, a single low quote of \$50 or less may, at the discretion of the State, be awarded to the next low offeror receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST" above.

21. CONTRACT FUNDING: Offerors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

22. CONFLICT OF INTEREST: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

23. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the procurement officer of the contracting agency. Quotes that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

24. SUBCONTRACTOR(S): Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

25. FORCE MAJEURE (Impossibility to perform): The parties to a contract resulting from this RFQ are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by

any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

26. LATE QUOTES: Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.

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

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

29. DISPUTES: If a contractor has a claim arising in connection with a contract resulting from this RFQ that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

30. GOVERNING LAW; FORUM SELECTION: A contract resulting from this RFQ is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 29 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

31. CONSUMER ELECTRICAL PRODUCT: AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this quote the offeror certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

32. CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this RFQ, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

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

34. BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

35. OFFERORS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFQ as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.

36. COMPLIANCE WITH ADA: By signature of their quote the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

37. ALASKA BIDDER PREFERENCE: The award of a contract based on a Request for Quotation (RFQ) will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. An "Alaska bidder" is a person who: (1) holds a current Alaska business license; (2) submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license; (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

38. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public. AS 36.30.321(i)

39. USE OF LOCAL FOREST PRODUCTS: In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

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

41. ALASKA PRODUCT PREFERENCE: A bidder that designates the use of an Alaska Product which meets the requirements of the RFQ specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Commerce & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

42. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference, under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

43. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaskan bidder's preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined AS 36.30.321(d), the will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

44. PREFERENCE QUALIFICATION LETTER: Regarding preferences 42 and 43 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan: [1] employment programs that qualify for preference and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' qualification for a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 42 or 43 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the quote is opened, and must attach a copy of their certification letter to their quote. The bidder's failure to provide this certification letter with their quote will cause the State to disallow the preference.

APPENDIX B²
INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

| Contract Amount | Minimum Required Limits |
|------------------------|--|
| Under \$100,000 | \$300,000 per Claim / Annual Aggregate |
| \$100,000-\$499,999 | \$500,000 per Claim / Annual Aggregate |

\$500,000-\$999,999
\$1,000,000 or over

\$1,000,000 per Claim / Annual Aggregate
Refer to Risk Management

STANDARD CONTRACT FORM – SAMPLE FORM – DO NOT USE

Goods and Non-Professional Services

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices

| | | | | |
|--|------------------------|---------------------|---------------------------------------|--------------------------|
| 1. Agency Contract Number | 2. Contract Title | 3. Financial Coding | 4. Agency Assigned Encumbrance Number | |
| 5. Vendor Number | 6. Project/Case Number | | 7. Alaska Business License Number | |
| This contract is between the State of Alaska, | | | | |
| 8. Department of | | Division | hereafter the State, and | |
| 9. Contractor | | | | hereafter the Contractor |
| Mailing Address | Street or P.O. Box | City | State | ZIP+4 |

| | |
|--|------------------------|
| 10. | |
| ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. | |
| ARTICLE 2. Performance of Contract: | |
| 2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance. | |
| 2.2 Appendix B sets forth the liability and insurance provisions of this contract. | |
| 2.3 Appendix C sets forth the scope of work/services to be performed by the contractor. | |
| ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____. | |
| ARTICLE 4. Considerations: | |
| 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D. | |
| 4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to: | |
| 11. Department of | Attention: Division of |
| Mailing Address | Attention: |

| 12. CONTRACTOR | 13. CONTRACTING AGENCY |
|--|--|
| Name of Firm | Department/Division |
| Signature of Authorized Representative | Signature of Procurement Officer |
| Typed or Printed Name of Authorized Representative | Typed or Printed Name of Procurement Officer |
| Date | Date |

APPENDIX A

GENERAL CONDITIONS

1. Inspections and Reports:

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

2. Suitable Materials, Etc.:

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

3. Disputes:

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

4. Default:

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

5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

8. Payment of Taxes:

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

9. Compliance:

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

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

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

15. Contract Extension:

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

16. Severability:

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

17. Continuing Obligation of Contractor:

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

18. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.