



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Education & Early Development

FINANCE AND SUPPORT SERVICES

801 West 10th Street, Suite 200
PO Box 110500
Juneau, Alaska 99811-0500
Main: 907.465.2800
Fax: 907.465.4156
www.education.alaska.gov

Posted to Alaska Online Notices (OPN)

October 7, 2019

**Mount Edgecumbe High School Special Education Speech Pathology Services
Request for Quote (RFQ) 200000019**

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 charges, but exclude applicable taxes. Return the quotation by the time, date, and address listed below. Please reference the Procurement Officer's name and the RFQ number on the outside of the return envelope.

If you are a vendor able to provide professional Speech Pathology Services for the Special Education program in the State of Alaska, Department of Education and Early Development Mount Edgecumbe High School in Sitka, Alaska, please view the solicitation described in more detail below.

Please return your quote to the Procurement Officer identified below. Be advised that quotes will be accepted until **2:00pm Tuesday, October 15, 2019**.

RETURN INSTRUCTIONS

If using United States Postal Service (USPS), please submit quote to:

Laurel Shoop

Procurement Officer

Department of Education and Early Development
PO Box 110500, Juneau, AK 99811-0500

If using FedEx or other mail delivery service, please submit quote to:

Laurel Shoop

Procurement Officer

Department of Education and Early Development
801 West 10th Street, Suite 200
Juneau, AK 99801

If using email, please submit quote to:

Laurel Shoop

Procurement Officer

Email: EED.Procurement@alaska.gov

Subject: "Attn: Laurel Shoop RFQ 200000019"

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes.

Please direct any questions about this solicitation to the Procurement Officer identified below.

Laurel Shoop

Procurement Officer

Phone: 907-465-8654

Email: laurel.shoop@alaska.gov

It is the offeror's responsibility to contact the issuing agency at **907-465-8654** to confirm that the quote has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

Background Information

Mt. Edgecumbe High School (abbreviated MEHS) is a public boarding high school in Sitka, Alaska in the United States. Located on Japonski Island, across Sitka Harbor from the northwestern corner of downtown Sitka, the school is situated on a portion of Sitka's former World War II-era military installations. Established in 1947 after the military abandoned the area, the school was originally operated by the federal Bureau of Indian Affairs (BIA) as part of a network of boarding high schools. After several decades of operation by the BIA, the school was briefly closed in the 1980s before being reopened by the Alaska Department of Education & Early Development, which operates it today.

For administrative and statistical purposes, MEHS is considered by the state to be a school district. The enrollment is 430 students for the 2019-2020 school year. The student body is predominately from rural Alaska. About sixty-five percent of its students attend universities and college after graduation.

The services requested in this solicitation are specifically for children with Special Education needs. Mt. Edgecumbe typically has 15-20 students with special education needs.

Scope of Work

Professional Speech Pathology Services are necessary for the Special Education program in its compliance with department and federal regulations. Speech Pathology Services will assist Mount Edgecumbe High School in making legal and ethical special education program decisions and changes. The success of the Speech Pathology Services program will be measured through the success of the students achieving learning goals.

The Contractor shall provide speech pathology consultation services for the special education program as needed including, but not limited to:

1. Direct Services / instructions with students
2. Speech Testing
3. Completion of evaluations, summary, and eligibility reports
4. Review of files to determine needed services;
5. Meetings with classroom teachers; and
6. Other mutually agreed upon duties within the scope of special education including, but not limited to:
 - a. Attending individualized education programs (IEP) if necessary;
 - b. Systemic review of MEHS Special Education (SPED) practices;
 - c. Other consulting services related to speech pathology

Contractor shall comply with and provide background check information requested by the state. Any costs associated with requested background check must be paid for by contractor and therefore included in contractor's fully burdened firm fixed rate.

Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, approximately October 16, 2019, for an initial one year contract with 4 one year renewal options exercised by the sole discretion of the State.

Contract Schedule

The Contract Schedule provided below is subject to change. Any changes to the Contract Schedule or Scope of Work will be communicated by the State to the Contractor.

RFQ SCHEDULE

- Issue RFQ ***Monday, October 7, 2019***
- Deadline for Receipt of Quotes ***Tuesday, October 15, 2019 at 2:00 pm Alaska Time***
- Tentative Contract start ***Wednesday, October 16, 2019***

Contract Type

The contract resulting from this solicitation will be a fully burdened firm fixed rate for professional services contract with no adjustments.

Contract Budget

The Department of Education and Early Education Mount Edgecumbe High School estimates an annual budget of between \$5,000.00 and \$15,000.00 dollars for services.

Location of Work

The location(s) the work is to be performed, completed and managed will be primarily from the contractor's own location and workspace. The state will not provide workspace for the contractor. The contractor must provide its own workspace. Travel will not be required.

By signature on their quote, the offeror certifies that all services provided under a contract resulting from this solicitation by the contractor and all subcontractors shall be performed in the United States.

Failure to comply with this requirement may cause the state to reject the quote as non-responsive, or cancel the contract.

Prior Experience

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

1. A current and active Speech-Language Pathologist License issued by the State of Alaska Department of Commerce, Community, and Economic Development;
 - a. Compliance with AS 08.11.015 Qualifications for speech-language pathologist license;
2. A current American Speech-Language-Hearing Association (ASHA) Certificate of Clinical Competency in speech-language pathology or a current original Verification of Certification issued directly from ASHA.
3. One year of professional speech-language pathology services in Alaska OR one year of professional speech-language pathology services for students who practice English as a second language.

Evidence of experience can be demonstrated by past contracts, letters of recommendation, education, and special training.

Questions Received Prior to Opening of Quotes

All questions must be in writing and directed to the issuing office, addressed to the procurement officer identified in this RFQ. The interested party must confirm telephone conversations in writing.

Laurel Shoop

Procurement Officer

Phone: 907-465-8654

Email: laurel.shoop@alaska.gov

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

If an amendment is issued, it will be posted to the Online Public Notices (OPN) website.

ATTACHMENTS

Attachment 1: Quote **REQUIRED**

Attachment 2: Questionnaire Regarding Vendor Qualifications

Attachment 3: Example Standard Agreement Form

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 charges, but exclude applicable taxes. Return the quotation using Attachment #1 by the above time and date to the above address. Please reference the Buyer's name and the RFQ number on the outside of the return envelope.

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.

45. BAA/HIPAA Requirements The contractor shall adhere to the following requirements for handling all "Protected Health Information" (PHI) during the course of this contract. The term PHI has the same meaning given to that term by HIPAA, the HITECH Act, and the Privacy and Security Rule.

The contractor may use or disclose PHI for the following purposes: to provide Occupational Therapy Services to the state. The contractor may use or disclose PHI as required by law, and shall not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the state, except for the specific uses and disclosures set out below.

Permitted uses and disclosures: The contractor may only use and disclose PHI owned by the state that it creates, receives, maintains, or transmits if the use or disclosure is in compliance with each applicable requirement of 45 C.F.R. 164.504(e) of the Privacy Rule or this contract. The additional requirements of Subtitle D of the HITECH Act contained in Public Law 111-5 that relate to privacy and that are made applicable with respect to Covered Entities shall also be applicable to the contractor and are incorporated into this contract.

To the extent that the contractor discloses the state's PHI to a subcontractor, the contractor must obtain, prior to making any such disclosure: (1) reasonable assurances from the subcontractor that it will agree to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information; and (2) an agreement from the subcontractor to notify the contractor of any breach of unsecured PHI, or security incident, promptly, and in any event within five business days of when it becomes aware of such breach or incident.

Safeguards: 45 C.F.R. 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation requirements) shall apply to the contractor in the same manner that such sections apply to the state, and shall be implemented in accordance with HIPAA, the HITECH Act, and the Privacy and Security Rule. The additional requirements of Title XIII of the HITECH Act contained in Public Law 111-5 that relate to security and that are made applicable to Covered Entities shall also apply to the contractor and are incorporated into this contract.

Unless the state agrees in writing that this requirement is infeasible with respect to certain data, the contractor shall secure all paper and electronic PHI by encryption or destruction such that the PHI is rendered unusable, unreadable or indecipherable to unauthorized individuals; or secure paper, film and electronic PHI in a manner that is consistent with guidance issued by the Secretary of the United States Department of Health and Human Services specifying the technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by Section 13101 of the HITECH Act contained in Public Law 111-5.

Reporting Unauthorized Disclosures and Breaches: During the term of this contract, the contractor shall notify the state within three business days of discovering: (i) any use or disclosure of PHI not provided for in this agreement, including any use or disclosure of the state's PHI in violation of any applicable federal or state law; (ii) any security incident of which contractor becomes aware; and/or (iii) any Breach of Unsecured PHI of which it becomes aware. The contractor shall identify for the state the individuals whose unsecured PHI has been, or is reasonably believed to have been, breached so that the state can comply with any notification requirements if necessary. The contractor shall also indicate whether the PHI subject to the breach; intrusion; or unauthorized acquisition, access, use or disclosure was encrypted or destroyed at the time. The contractor

shall take prompt corrective action to cure any deficiencies that result in breaches of security; intrusion; or unauthorized acquisition, access, use, and disclosure. For the purposes of reporting under this provision, a reportable security incident shall not include unsuccessful or inconsequential incidents that do not represent a material threat to the confidentiality, integrity or availability of PHI (such as scans, pings or unsuccessful attempts to penetrate computer networks).

If the unauthorized acquisition, access, use or disclosure of the state's PHI involves only secured PHI, the contractor shall notify the state within 10 days of discovering the breach but is not required to notify the state of the names of the individuals affected.

Contractor's Agents: If the contractor uses a subcontractor or agent to provide services under this contract, and the subcontractor or agent creates, receives, maintains, or transmits the state's PHI, the subcontractor or agent shall sign an agreement with the contractor containing substantially the same provisions as this Agreement. Contractor will indemnify the state in the event of any violation of the subcontractor or agent agreement. The contractor shall mitigate the effects of any violation of that agreement. Contractor is responsible for all subcontractor or agent's breach of the terms of this agreement, and for all acts or omissions of its subcontractors or agents with respect to the services provided to the State.

Availability of Information to the State: Within 15 days after the date of a written request by the state, the contractor shall provide any information necessary to fulfill the state's obligations to provide access to PHI under HIPAA, the HITECH Act, or the Privacy and Security Rule.

Accountability of Disclosures: If the contractor is required by HIPAA, the HITECH Act, or the Privacy or Security Rule to document a disclosure of PHI, the contractor shall make that documentation. If the state is required to document a disclosure of PHI made by the contractor, the contractor shall assist the state in documenting disclosures of PHI made by the contractor so that the state may respond to a request for an accounting in accordance with HIPAA, the HITECH Act, and the Privacy and Security Rule. Accounting records shall include the date of the disclosure, the name and if known, the address of the recipient of the PHI, the name of the individual who is subject of the PHI, a brief description of the PHI disclosed and the purpose of the disclosure. Within 15 days of a written request by the state, the contractor shall make the accounting record available to the state.

Amendment of PHI: Within 30 days of a written request by the state or an individual, the contractor shall amend PHI maintained, transmitted, created or received by the contractor on behalf of the state as directed by the state or the individual when required by HIPAA, the HITECH Act or the Privacy and Security Rule, or take other measures as necessary to satisfy the state's obligations under 45 C.F.R. 164.526.

Internal Practices: The contractor shall make its internal practices, books and records relating to the use and disclosure of the state's PHI available to the state and all appropriate federal agencies to determine the state's and the contractor's compliance with HIPAA, the HITECH Act and the Privacy and Security Rule. To the extent the contractor is to carry out one or more of state's obligations under Subpart E of 45 C.F.R. Part 164, the contractor must comply with the requirements of that Subpart that apply to the state in the performance of such obligations.

Breach: A breach of a material term of this Appendix by the contractor that is not cured within a reasonable period of time may be grounds for the immediate termination of the contract.

Effect of Termination: Upon termination of the contract, the contractor will, at the direction of the state, either return or destroy all PHI received from the state or created, maintained, or transmitted on the state's behalf by the contractor in any form. Unless otherwise directed, the contractor is prohibited from retaining any copies of PHI received from the state or created, maintained, or transmitted by the contractor on behalf of the state. If destruction or return of PHI is not feasible, the contractor must continue to extend the protections of this Appendix to PHI and limit the further use and disclosure of the PHI. The obligations in this Appendix shall continue until all of the PHI provided by the state to the contractor is either destroyed or returned to the state.

Attachment 1 Quote

RFQ 200000019

Mount Edgecumbe High School Speech Pathology Services

REQUIRED

To be considered responsive, vendor must use Attachment 1 *Quote* to submit a quote as a fully burdened firm fixed rate with all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, and travel expenses.

| | |
|--|--|
| Company Name | |
| Alaska Business License # | |
| Address | |
| City, State ZIP Code | |
| Phone Number | |
| Email Address | |
| IRIS Vendor Customer Number (VCUST) | |

| Deliverable | Unit | Fully Burdened Firm Fixed Hourly Rate | Estimated Units | Evaluated Cost |
|------------------------------|------|--|-----------------|----------------|
| Speech Pathology Services | Hour | | 70 | |

(Fully Burdened Firm Fixed Hourly Rate) x (Estimated Units) = Evaluated Cost

Does your firm qualify for an Alaska Preference as described in this RFQ?* _____

Authorized Signature

Date

Printed Name

Preferences

*If yes, complete Attachment 2 *Questionnaire Regarding Vendor Qualification for the Alaska Offeror & Bidder Preferences*.

Attachment 2
QUESTIONNAIRE REGARDING VENDOR QUALIFICATION FOR
THE ALASKA OFFEROR & BIDDER PREFERENCES
AS 36.30.321(A) / AS 36.30.990(2)

| | |
|---|--|
| Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Please list any additional Alaska Preferences below that you believe your firm qualifies for.* | |

*Evidence for additional Alaska Preferences must be submitted with quote.

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

Alaska Bidder Preference Questions

1. Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?

☐ YES ☐ NO

If **YES**, enter your current **Alaska business license number**: _____

2. Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?

☐ YES ☐ NO

3. Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?

☐ YES ☐ NO

If **YES**, please complete the following information:

A. Place of Business

Street Address: _____

City: _____

ZIP: _____

“Place of business” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

☐ **YES** ☐ **NO**

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

1. Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?

☐ **YES** ☐ **NO**

2. Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?

☐ **YES** ☐ **NO**

3. Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

☐ **YES** ☐ **NO**

4. Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

☐ **YES** ☐ **NO**

4. Per [AS 36.30.990\(2\)\(D\)](#), is your business (CHOOSE ONE):

A. **Incorporated or qualified to do business under the laws of the state?**

☐ **YES** ☐ **NO**

If **YES**, enter your current **Alaska corporate entity number**: _____

B. A **sole proprietorship** AND the proprietor is a resident of the state?

☐ **YES** ☐ **NO**

C. A **limited liability company** organized under AS 10.50 **AND** all members are residents of the state?

☐ **YES** ☐ **NO**

D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of the state?

☐ **YES** ☐ **NO**

Alaska Veteran Preference Questions

5. Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

A. A **sole proprietorship** owned by an Alaska veteran?

☐ **YES** ☐ **NO**

B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?

☐ **YES** ☐ **NO**

C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?

☐ **YES** ☐ **NO**

D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?

☐ **YES** ☐ **NO**

Per [AS 36.30.321\(F\)\(3\)](#) "**Alaska veteran**" is defined as an individual who:

(A) Served in the

(i) Armed forces of the United States, including a reserve unit of the United States armed forces; or

(ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

☐ **YES**

☐ **NO**

By signature below, I certify under penalty of law that I am an authorized representative of the firm below and all information on this form is true and correct to the best of my knowledge.

Signature

Date

Printed Name

Company Name

EXAMPLE STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

| | | | |
|--|--------------------|---|------------------------------|
| 1. Agency Contract Number | 2. Contract Title | 3. Agency Fund Code | 4. Agency Appropriation Code |
| 5. Vendor Number | 6. IRIS CT Number | 7. Alaska Business License Number | |
| This contract is between the State of Alaska, | | | |
| 8. Department of Education and Early Development | | Division | hereafter the State, and |
| 9. Contractor | | hereafter the contractor | |
| Mailing Address | Street or P.O. Box | City | State ZIP+4 |
| <p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the Federal Debarment certification requirements of the contract.</p> <p>2.2 Appendix D sets forth the services to be performed by the Contractor.</p> <p>2.2 Appendix E sets forth the payment procedures of this contract.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ _____ in accordance with the provisions of Appendix E.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p> | | | |
| 11. Department of Education and Early Development | | Attention: Division of | |
| Mailing Address PO Box 110500, Juneau, AK 99811-0500 | | Attention: Accounts Payable | |
| 12. CONTRACTOR | | <p>14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p> | |
| Name of Firm | | | |
| Signature of Authorized Representative | Date | | |
| Typed or Printed Name of Authorized Representative | | | |
| Title | | | |
| 13. CONTRACTING AGENCY | | Signature of Head of Contracting Agency or Designee | |
| Department/Division | Date | Date | |
| Signature of Project Director | | Typed or Printed Name Heidi Teshner | |
| Typed or Printed Name of Project Director | | Title Division Director of Finance & Support Services | |
| Title | | | |

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX A GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

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

Article 3. Disputes.

- 3.1 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 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. 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 Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional 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 Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. 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.

Article 12. 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 seeks 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) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. 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.

Article 16. 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.

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

APPENDIX C
Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the bid (by the bidder) that they have not been debarred or suspended from doing business with the federal government. This "Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," must be acknowledged and submitted with this signed Agreement.

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(SIGNING THIS AGREEMENT COMPLETES THE CERTIFICATION. BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Agreement.

Instructions for Certification

1. By signing and submitting this Agreement, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Agreement is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Agreement," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.