



REQUEST FOR QUOTATION

Request for Quotation 10-023-23
Haines Sitka Spruce Seedling Planting
Quotations will be received until 2:00 PM Alaska
Standard Time, May 2, 2023

PURCHASING OFFICE

Department of Natural Resources
Division of Forestry,
550 West 7th Ave. Suite 1440
Anchorage, Alaska 99501

Page: 1 of 19

Date: April 10, 2023

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. Please reference the Buyer's name and the RFQ number on the outside of the return envelope.

WORKSITE LOCATION:

Division of Forestry & Fire Protection, 550 W. 7th ave, Suite 1450, Anchorage, AK 99501

BUYER:

[Michael T. Burkhead](#), Procurement Specialist 3, Phone: (907) 269-8461,
Email: michael.burkhead@alaska.gov

VENDOR QUOTATION

Description of Goods or Services

Haines Sitka Spruce Seedling Planting

PURPOSE

The Division of Forestry & Fire Protection (DOF) is soliciting competitive quotes from qualified vendors to provide Sitka Spruce seedling planting in the Haines, AK area.

The Division of Forestry & Fire Protection has 16,484 Sitka spruce seedlings for planting starting on or about June 1, 2023. Seedlings will be planted on harvested units located about 38 miles northwest of Haines, Alaska on approximately 30 acres per the attached specifications: These are (1-0) plug seedlings.

PERIOD OF PERFORMANCE -

The contract term shall be the date of award through June 30, 2023..

DNR may enter into a month-to-month holdover extension, prior to the expiration of the current contract term. All exercised month-to-month holdover extensions shall be executed via written amendment to the contract. DNR will provide the Contractor written notice 30 calendar days prior to cancellation of any month-to-month holdover extension. The total cumulative dollar amount of each month-to-month holdover extension shall not exceed the unanticipated amendment limitations stated in Alaska Administrative Manual 81.700. All other terms and conditions specified by the contract shall remain the same during any month-to-month holdover extension period.

MINIMUM REQUIREMENTS

The offeror's on-site foreman must have a minimum of two seasons tree planting experience to be eligible to bid on this contract. Proof of this experience is required on page 6 of this RFQ. Offerors that do not meet the minimum requirements or fail to return the experience questionnaire (Pg. 6) will be deemed non-responsive to this RFQ.

METHOD OF AWARD

Award will be made to the lowest responsive and responsible offeror. The STATE is requesting bids from individuals, groups or businesses (CONTRACTOR), to contract for the planting of these seedlings. Bids must be in writing, must be given on a total dollar value per thousand seedlings basis.

CONTRACT PRICES

Contract prices are to remain firm throughout the duration of the contract and any extension or renewal of the contract, unless authorized in writing by DNR.

SCOPE OF WORK –

The Division of Forestry & Fire Protection (STATE) has 16,484 Sitka spruce seedlings for **planting in the spring of 2023**. Planting is to begin as soon as the snow is gone from the planting areas. This is expected to be around the first week of June.

The CONTRACTOR will be required to plant the seedlings according to the following stipulations.

PLANTING DATA TABLE					
UNIT	ACRES	SPACING	% PLANTABLE	TREES/ACRE	#TREES REQUIRED
KB 20	30.0	14x14	85%	189	5,670
KB 21	30.0	14x14	85%	189	5,670
KB 22	25.0	14x14	85%	189	4,725
Sunshine/Porcupine	1.6	12x12	85%	257	411
TOTALS	86.6				16,476

The CONTRACTOR must plant the seedlings per the spacing requirement and areas as identified in the above planting data table. The exact number of seedlings to be planted in each area is an estimate and may vary from the planting data table.

The CONTRACTOR agrees to have all seedlings planted within two weeks' time following the melt of the last snow on the units as determined by the STATE. Failure to complete planting by the given time period will result in contract default.

The total bid price will be for the planting of all 16,484 seedlings. The seedlings will be plug 1+0 seedlings Styro 10 nursery stock. These seedlings are plug seedlings and are estimated to be 9 to 23 inches in height.

PLANTING LOCATION(S): All the planting sites are accessed by existing forest roads. Map of planting sites is provided on page 10 of this RFQ. Individual unit maps are available by request to: Haines Forester, Greg Palmieri, greg.palmieri@alaska.gov. The descriptions of each of the planting sites are as follows:

KB 20 – This site is located approximately 1.0 miles past the Bear Creek Bridge on the Porcupine Road. Harvesting was completed with a skidder in the summer of 2018. The planting terrain is flat. Some of this area was selectively harvested. There are residual trees present in the harvest area and planting must stay a minimum of 10 feet away from any standing trees.

KB 21 – This site is located approximately 0.75 miles past the Bear Creek Bridge on the Porcupine Road. Harvesting was completed with a skidder in the summer of 2020. The planting terrain is flat. Some of this area was selectively harvested. There are residual trees present in the harvest area and planting must stay a minimum of 10 feet away from any standing trees.

KB 22 – This site is located approximately 0.36 miles past the Bear Creek Bridge on the Porcupine Road. Harvesting was completed with a skidder in the summer of 2022. The planting terrain is flat. Some of this area was selectively harvested. There are residual trees present in the harvest area and planting must stay a minimum of 10 feet away from any standing trees.

SunPorcJct – (Designated overflow unit) This unit will be used to fulfill the planting of remaining stock following the planting of seedlings as specified in units KB-20, 21, & 22 only. This site is located approximately 0.14 miles east of the Porcupine Creek Bridge on the Porcupine Road. Harvesting was completed with a skidder in the summer of 2019. The planting terrain is flat. Some of this area was selectively harvested. There are residual trees present in the harvest area and planting must stay a minimum of 10 feet away from any standing trees.

SEEDLING STORAGE: Seedlings will be stored in a refrigerator van in town, or in a snow cache area to be determined. The CONTRACTOR will be responsible for moving them to the planting site each day and is responsible for the care and handling of them. Only the number of trees expected to be planted in any one day should be removed from refrigerated storage at a time. A snow cache may be set up on site to hold more than one day planting stock at a time if approved by the STATE. **Damages may be assessed if the trees are not properly cared for before planting.**

PLANTING PERIOD: The CONTRACTOR will plant the seedlings within a two-week time period beginning immediately after the snow is gone and the ground is thawed. Failure to complete the planting within this two-week period will result in contract default. The STATE will coordinate the planting start date with the CONTRACTOR to begin the two week planting period. The STATE may extend the time period if it is in the STATE'S best interest. It is unknown when the snow will be melted enough to gain access to begin planting but it is anticipated to be mid-May to mid-June.

The planting bid from each CONTRACTOR shall list the intended starting date, work schedule including the number of people, the estimated number of trees to be planted per day and the supervisor of the planting crew.

PRE-WORK CONFERENCE: Before starting work under these specifications, a pre-work conference will be scheduled to discuss the terms of the specifications, work performance requirements, and the CONTRACTOR'S plans for conducting the work. The date and location of the pre-work conference will be mutually decided upon by the STATE and the successful CONTRACTOR.

DEFAULT: A CONTRACTOR'S failure to comply with any of the terms and conditions of this contract may result in a default action by the STATE.

CONTRACT CANCELLATION: The STATE reserves the right to cancel the contract if the CONTRACTOR fails to properly perform the duties set out herein.

PLANTING:

1. Trees must be planted at the average spacing indicated, except where existing seedlings of acceptable species are established. Acceptable seedlings are described as spruce or hemlock seedlings in excess of 6 inches tall, with at least 50% crown and which are undamaged by logging, insects, or environment. Deviation from these spacing requirements is acceptable where any of the following conditions are encountered: acceptable regeneration of spruce or hemlock tree, rocks, soil too shallow to accept the tree roots, wet depressions, tree stumps, or concentrated slash.

2. Each planting hole must be of a size that will accommodate the entire root mass of the tree, in a natural position and not in a compressed or doubled-up position (no J or L roots).
3. Each seedling shall be planted in the center of the prepared hole, deep enough so that the top of the root collar is level with or slightly below the level of the surrounding soil. See Exhibit A. Soil shall be filled in and firmed around the roots so that no loose soil or air pockets remain and that the tree is firmly planted. Dry soil, rock and other debris shall be kept out of the holes.
4. Each planted tree must be capable of withstanding a reasonable tug by hand without being extracted from the soil (i.e., grasp 3-5 needles at top of tree between fingers and pull gently). The needles should pull off before the tree is extracted from the soil.
5. All trees must be planted using a hoedad or any other planting tool acceptable to the STATE
6. The CONTRACTOR is responsible for the transport of seedlings to the planting site.

CARE AND HANDLING OF TREES: The CONTRACTOR shall adhere to the guidelines as outlined in the accompanying Seedling Handling and Planting Guidelines. Any trees handled in a manner inconsistent with these guidelines shall be declared wasted trees and deductions will be made from the CONTRACTOR'S payment.

TOOLS AND EQUIPMENT: The STATE will make the following tools and equipment available for the CONTRACTOR'S use:

- 1) 6 hoedads
- 2) 6 tree planting bags

LOST OR DAMAGED EQUIPMENT PROVIDED BY THE STATE: The CONTRACTOR is responsible for all tools and equipment provided by the STATE. All equipment will be returned to the STATE upon completion of the project. Equipment not returned or found to be damaged beyond the normal daily wear and tear will be deducted from the CONTRACTORS payment at the following rates:

Planting bags: \$60.00 each

Hoedads: \$50.00 each

INSPECTION AND ACCEPTANCE: The STATE will inspect each planting unit for acceptability as the work progresses. Inspections will consist of observations of tree handling, site preparation, planting procedures, and examination of individual trees on sample plots. Determination of the acceptability of the work performed and the total unit planting requirement will be based on these inspections, which will be considered conclusive, except as otherwise provided in the contract. The CONTRACTOR or his representative is encouraged to observe the inspection. Payment will be based upon the results of these inspections. The STATE will provide the CONTRACTOR written results of these planting inspections.

INSPECTION PROCEDURES: The inspector will mark on the ground a series of randomly selected one/50 acre plots, (16.65' radius circle), sufficient in number to yield at least a 1% sample. Inspection will be as follows:

- 1) Locate and mark the plot center on the ground
- 2) Determine and record the number of planting spots on the plot. (Average spacing will be used to determine spots).
- 3) Record the number of acceptably planted and unacceptably planted (wasted) trees on the plot.
- 4) Inspect and record the number of trees meeting the above ground contract specifications. This number cannot exceed the available planting spots multiplied by 1.2 (those trees in excess will be considered "wasted trees")
- 5) Determine and dig the following number of trees from those satisfactory aboveground trees, starting with those closest to the plot center and progressing outward. For one to six planted trees, one seedling will be dug; for seven to nine, two trees will be dug; for over ten, three trees will be dug.

These trees will be inspected above the ground for:

- 1) Planting spot selection
- 2) Clearing around the planted seedling
- 3) Preparation of the planting hole
- 4) Tree placement - Planting depth, exposed roots, stem position or damage
- 5) Firmness
- 6) Spacing

The trees that are dug up will be inspected for the following:

- 1) Planting hole orientation (vertical)
- 2) Root placement
- 3) Material in planting hole
- 4) Loose soil or air pockets
- 5) Altered root length or damage

RE-EXAMINATION: If the first inspection results are unacceptable to the CONTRACTOR, and a re-examination is requested, the same inspection procedure will be used but new plots will be selected. If the results of the re-examination are within 5% of the previous examination, the CONTRACTOR will be charged for the actual cost of the re-examination. The highest examination's results will be used in computing payments to the CONTRACTOR.

METHOD OF PAYMENT: Payment will be made for completed acres at the bid rate per 1000 seedlings, whenever the quality of planting is 90% or above, based on inspections as outlined herein. Where inspections indicate planting quality to be less than 90%, a 3% reduction will be made from the CONTRACTOR'S payment for each 1% that the quality is below 90%. Wasted trees will reduce payment by 80 cents per tree.

liquidated damages will be difficult to assess, therefore, it is mutually agreed upon, that the CONTRACTOR will be bound by the below described payment apportionment, if the inspection warrants such actions.

The planting quality percentage will be computed as follows:

$$\frac{A}{B} \times \frac{C}{D} \times 100 = \% \text{ of Acceptable Trees}$$

where

- A = Number of satisfactory trees above ground
- B = Number of available planting spots
- C = Number of satisfactory dug trees
- D = Number of dug trees

CLEAN UP: The CONTRACTOR shall remove all excess materials daily. All rubbish or garbage will be cleaned up and the unit left in a satisfactory condition determined by the STATE.

WARRANTY: The CONTRACTOR warrants that it has read the specifications in its entirety and understands them completely.

EXPERIENCE QUESTIONNAIRE
FOR TREE PLANTING SPECIFICATIONS

1. How many years has your organization been in business as a general contractor under your present business name?

2. How many years experience in tree planting has your organization had as:

a. contractor

b. subcontractor

3. List tree planting projects your organization completed in the last three years.

Contract Amount
seedlings

Date Completed

Name of Land Owner

4. How many planters will you provide

5. How many foremen will you provide

6. Years of experience: foreman

planting crew

7. Estimated rate of production

8. Have you failed to complete work awarded to you within the past three years?

Yes ☐ No ☐

If yes, where and why?

Company Name:

Owner Name:

Address:

Telephone #:

DIVISION OF FORESTRY
SE REGIONAL OFFICE
SEEDLING HANDLING & PLANTING
GUIDELINES

Maintaining seedlings out of the ground is somewhat like maintaining a fish out of water. Seedling chances for survival can be improved substantially with proper care and handling of the seedlings from the nursery to the field. Seedlings must be protected from temperature extremes, lack of moisture and from physical damage at all times.

SEEDLING SPECIFICATIONS

All seedlings available for planting must meet or exceed the following minimum specifications:

1. Minimum acceptable height 7.0 inches
2. Minimum caliper 2.4 mm
3. Apical bud Present and in a hardened off state.
4. Seedlings shall be vigorous, disease free and exhibit good color.

TRANSPORTATION FROM THE NURSERY AND LOCAL STORAGE

1. Seedlings should be transported from the Nursery to Haines as close to the date of planting as possible and kept in local refrigerated storage until planting. Storage times should be kept as short as possible. The following temperature guide for storage should be followed.

Long Term Storage Guidelines

Sub-freezing (not recommended)	26 to 28 F
Ideal	34 to 36 F
Tolerable	36 to 42 F
Risk Zone	42 to 50 F
Damage occurring	50 F +

Short Term Storage Guidelines (< 5 hours)

Ideal	34 to 36 F
Tolerable	36 to 50 F
Risk Zone	40 to 68 F
Damage Probable if heat builds up	68 to 86 F
Respiration damage occurring	86 F +

2. Good air circulation is important. Make sure at least one side of every box is exposed to circulating air and boxes are kept on racks or pallets. A space should be kept between the interior spaces of the van or truck and the boxes.
4. The boxes should be handled as gently and as little as possible. Do not allow dropping, crushing or excessive vibration to occur.
5. Vehicles used for transport, if unrefrigerated, should be covered with a topper or at a minimum, a light-colored tarp. The vehicle should never be parked in the sun.

SEEDLING PROTECTION AT THE PLANTING SITE

1. Never allow planters to sit on the bags or boxes
2. Never place anything heavy on bags or boxes.
3. Store seedlings in the shade or under a reflective space blanket. Do not use canvas to protect seedlings from solar heating.
4. Keep seedling containers tightly sealed and only open containers in full shade. Only one container should be opened at a time.
5. Monitor the seedlings and maintain the temperature according to the above chart.

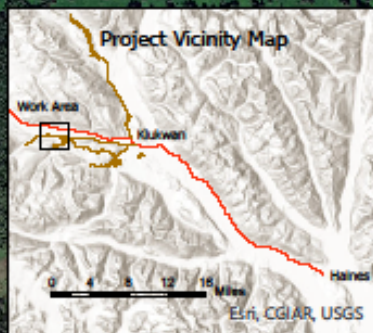
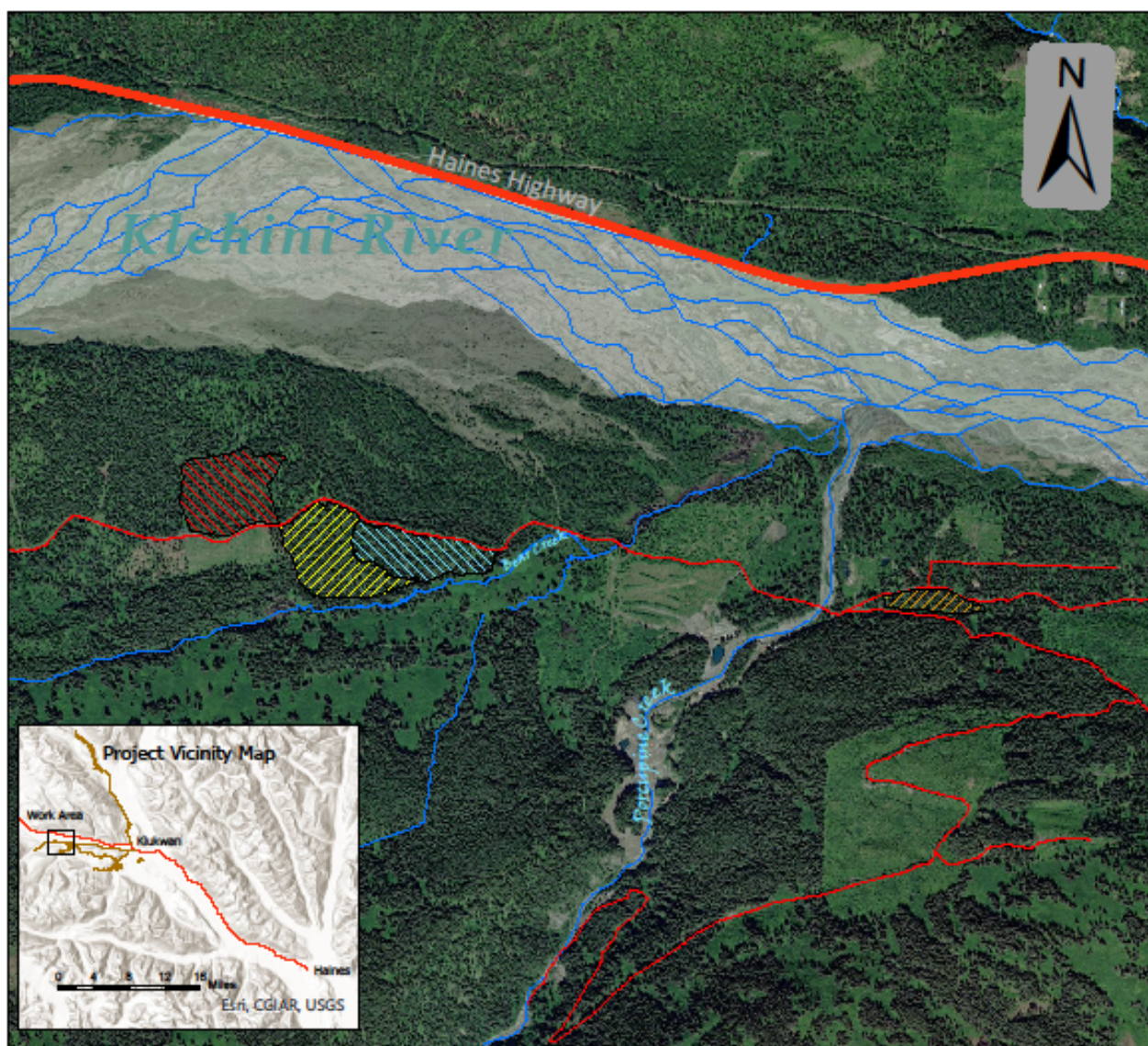
PLANTING

1. Use planting bags that are of a light color, have a vapor barrier to restrict water loss, and are in good repair. Holes or tears in bags should be promptly resealed with tape.
2. Do not pack seedlings too tightly; keep them loose for easy removal and make sure you gently pull seedlings from planting bags to avoid root stripping.
3. Do not take more seedlings than can be carried and removed without injury or which can be planted before critical heating or drying occur. Unplanted trees should be restored in sealed boxes and planted the first thing the next day before any new boxes are opened.
4. Make every effort to keep roots moist. Dip them in water for one minute before placing them in the planting bag and/or add moist peat moss or burlap to the planting bag to provide a water supply.
5. Keep planting bags collapsed at the top to minimize drying.
6. If roots appear flooded, pour out excess water in the bottom of the planting bag to prevent asphyxiation damage to covered roots.
7. The only planting tools to be used are hoedads, planting bars or shovels. Other planting tools may be used if first approved by the STATE. Dibbles will not be approved.
8. Do not field prune roots or hit or vigorously shake seedlings in an effort to loosen soil.
9. Plant in favorable microsites (no vegetation, moist mineral soil, free of duff or debris in the planting hole, and partial shade of stumps, logs, debris, dead brush, etc.) Areas such as bare rock, swamps, streams, mats concentrated slash, etc. are not satisfactory planting spots.
10. Planting spots shall be cleared of all debris and vegetation above the ground surface. The planting hole should be near the center of the cleared area and should be in a vertical orientation.
11. Remove trees from the planting bag one at a time and only after hole is prepared. Quickly and gently insert seedling into the planting hole.
12. Roots should fall straight down in the planting hole. Do not allow J- or L-rooting.

13. Gently pack the soil around the root system as the hole is filled so no loose soil or air pockets remain. Do not stomp the ground at the base of the seedling with your boot heels; rather, tap firmly with your toe. Dry soil, ash, rock, and other debris should be kept out of the hole.
14. The root collar should be slightly below the surface of the surrounding soil so that some soil can be placed on top of the plug. The plug should not be deeper than the lowest living branch junction. Care should be taken not to distort or break the plug growing media from the root system during planting.
15. All seedlings in a planting bag should be planted before taking coffee or lunch breaks.
16. The stem should be erect and free to grow. The tree should not be weighted down with mud or debris. No part of the plug should be exposed.

WEATHER GUIDELINES

1. The upper 10 to 12 inches of soil are moist.
2. Soil is not frozen more than 1/2 inch deep.
3. Snow cover is less than 2 inches.
4. Air temperature is between 32 and 65 F.
5. Wind velocity is less than 20 miles per hour (disregarding occasional higher gusts.)
6. During spring planting, snow patches must not exceed more than 10 percent of the planting area.










Coordinate System: NAD83 2011
 State Plane AK Zone 1 FIPS 5001
 Map Scale: 1 inch = 1980 feet = 30 chains

0 0.25 0.5 1 Miles

Legend

Planting Lots

-  KB 20
-  KB 21
-  KB-22
-  SunPortJct
-  Haines Highway
-  Forest Roads
-  Rivers, Streams

HAINES STATE FOREST Planting Contract Map 2023 Planting Area Locations

State of Alaska
 Division of Forestry
 Haines Office

Prepared by: GJP - SOA, DNR, DOF 03/23

"Develop, conserve, enhance, and manage the state's forests to provide a sustainable yield of forest resources for Alaska..."



Description of Goods or Services

ENROLLMENT IN IRIS

Offerors will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this RFQ. Enrollment can be done online at the following link: <https://iris-vss.alaska.gov>. Offerors who are not enrolled in IRIS prior to award of a contract will be notified by the Procurement Officer. Failure of an offeror to enroll in the IRIS database will delay award of a contract.

QUOTE SUBMITTAL

Quotes are due **2:00 PM** Alaska Time on **May 2, 2023**, via email to michael.burkhead@alaska.gov, or mailed/hand delivered to DNR/DOF 550 W. 7th Ave. Suite 1450, Anchorage, AK 99501. Responses received after this date and time will be considered non-responsive and will be rejected.

QUOTE SCHEDULE

Offerors are to submit their quotes using this Quote Schedule. Quote prices are to remain firm for the duration of the contract and are to include all costs associated with providing required goods or services, including, but not limited to, direct expenses, payroll, supplies, equipment, overhead, travel, lodging, per diem, and profit. The Total Contract Cost shown on this form is the cost that will be used for evaluation and award purposes under this RFQ.

To be considered responsive, Offerer must fill out and return the 'Experience Questionnaire for Tree Planting Specifications' found on pg. 6 of this RFQ.

DESCRIPTION	QTY	UNIT (1000 Seedlings)	UNIT PRICE (EACH)	EXTENDED COST (QTY x Unit Price)
1.(1-0) Plug seedling planting, Haines, AK	16.484	M		

THIS SECTION MUST BE COMPLETED BY VENDOR

Delivery shall be made _____ calendar days after receipt of order.

Payment Terms: _____

Company Name	Address	City	State	ZIP Code	Phone Number
Alaska Business License No.	Vendor Customer No.	Do you qualify for the Alaska Bidders' Preference? [] Yes [] No			
<div style="display: flex; justify-content: space-between;"> <div>_____ Signature</div> <div>_____ Date</div> </div>		Do you qualify for the Alaska Veteran Preference? [] Yes [] No			
		<div style="border-top: 1px solid black; width: 100%;"></div> <div style="text-align: center;">Typed Name and Title</div>			

INSTRUCTIONS AND 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 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 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 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 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 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 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 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 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 Alaskans 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 B¹

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.