



## REQUEST FOR QUOTATION

Request for Quotation (RFQ) 10-001-24  
As Needed - White Spruce Seedlings  
Quotations will be received until 2:00 PM Alaska Time,  
August 18, 2023

### PURCHASING OFFICE

Department of Natural Resources  
Division of Support Services,  
550 West 7<sup>th</sup> Ave. Suite 1330  
Anchorage, Alaska 99501

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Date: July 27, 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 the 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. 7<sup>th</sup> Ave.  
Suite 1450, Anchorage, AK 99501

#### BUYER:

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

### VENDOR QUOTATION

Description of Goods or Services

## AS NEEDED - WHITE SPRUCE SEEDLINGS

### PURPOSE

The Department of Natural Resources (DNR), Division of Forestry & Fire Protection (DOF) is soliciting competitive quotes to provide As Needed – White Spruce Seedling growing and delivery services over a six-year term. The State will supply an initial order of 75,000 seedlings with additional biennial orders of approximately 40,000-60,000 seedlings per order.

### CONTRACT TERM

The length of the contract will be from the date of award, approximately August 22, 2023, through August 21, 2029.

DOF 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 with 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

2-years' experience as a commercial nursery tree grower for white spruce seedlings including the successful utilization of freezer storage for white spruce seedlings under your present business name.

### METHOD OF AWARD

Award will be made to the lowest responsive and responsible offeror.

### 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. Total

## SCOPE OF WORK –

The Alaska Division of Forestry and Fire Protection is soliciting offers to grow and deliver white spruce seedlings, as needed. DOF anticipates an initial order of 75,000 seedlings in 2023 with subsequent biennial orders of approximately 40,000-60,000 seedlings. The State does not make any guarantee of minimum, or maximum quantities to be ordered. These may be a combination of 1-0 and 2-0 seedlings.

### *Seed stratification, seed lots, and number of seedlings:*

The State will at its sole expense provide the awarded contractor with seed in quantities suitable to sow the contracted amount. Germination rates of the seed will be provided to the awarded contractor at the time of shipping. Stratification of seed will be required.

The contractor will deliver 1-0 White Spruce seedlings no later than one calendar year from date of order and receipt of seeds. These seedlings are required to have a "set bud"; will not be smaller than 12 cm or greater than 20 cm with an average size of 15 cm. These seedlings will be sown in 313B Styroblock containers, extracted, culled, and bundled for shipment in groups no larger than 25 seedlings.

The contractor will deliver a 2-0 White Spruce seedlings no later than two calendar years from date of order and receipt of seeds. These seedlings are required to have a "set bud"; will not be smaller than 15 cm or greater than 30 cm with an average size of 22.5 cm. These seedlings will be sown in 415 D Styroblock containers, extracted, culled, and bundled for shipment in groups no larger than 25 seedlings.

Excess seed will be returned to the State.

### *Cultural Practices and Inventories:*

Contractor shall cultivate culture and harvest seedlings in accordance with the contractor's standard practices and as stated in this document. In addition, the contractor shall provide inventories:

- Germination (after germination)
- Mid-May Green Tree (seedling meeting specifications)
  - End of 1<sup>st</sup> growing season inventory
  - End of 2<sup>nd</sup> growing season inventory (as applicable)
- Shipment

### *Firm Bud Set:*

Seedlings shall be firm bud set and ready for planting prior to shipment. Seedlings determined to not be adequately hardened off will be considered unacceptable.

*Disease Control:*

The contractor is responsible to produce and ship seedlings that are free of diseases affecting seedling health. Just prior to shipment, the contractor will treat seedlings with a fungicide suitable to control development of grey mold.

*Sorting and Shipment:*

All seedlings will be lifted, counted, and packed according to the Specifications listed above. All seedlings will be shipped either by air freight or transported in refrigerated carriers maintaining temperatures at 40 degrees Fahrenheit (+/- 3%). Seedlings shall be deemed delivered upon arrival at the "Ship To" addresses listed in the order document and accepted by the State. The contractor assumes liability for the condition of the seedlings until acceptance by the State. The contractor is responsible for obtaining any agricultural inspection/certification required for seedling shipment and the cost associated with such procedures.

*Excess and Cull Seedlings:*

In the event that seedling volumes produced are in excess of the contracted amount, the State has the option of purchasing any or all excess at the contracted price. If the State chooses not to exercise the option to purchase excess, all excess will be considered cull. Cull seedlings will become the sole property of the contractor who may dispose of cull at its sole discretion.

*Time Frame for Completion of 2023 Project:*

Seeds will be pulled from the State of Alaska Seed Bank and delivered upon award of the contract. Seeds will be sown in January 2024, and the initial 65,000 will be delivered to Palmer, Alaska (25,000) and Fairbanks, Alaska (40,000) by July 31<sup>st</sup>, 2024.

The final 10,000 seedlings will be delivered to Palmer, Alaska (10,000) by July 31<sup>st</sup>, 2025.

**ENROLLMENT IN IRIS**

Offerors will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to the 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 the award of a contract.

**QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF QUOTES**

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. 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. Deadline for receipt of questions is 2:00 pm AKST, August 8, 2023.

**QUOTE SUBMITTAL**

Quotes are due **2:00 PM** Alaska Time on **Friday, August 18, 2023**, via email to [michael.burkhead@alaska.gov](mailto:michael.burkhead@alaska.gov), or mailed/hand delivered to DNR/DSS 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, 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.

The State will only pay for the actual amount of white spruce seedlings ordered. The actual amount of white spruce seedlings may vary based upon the actual needs of the State. The State does not guarantee a minimum or maximum amount of white spruce seedlings to be ordered under any contract resulting from this RFQ.

This RFQ will be awarded to the lowest responsible and responsive bid based on the lowest Total Contract Cost.

Line	Commodity	Quantity	Unit Cost (ea.)	Cost (Quantity x unit cost)
1.	1-0 White Spruce Seedlings	65,000	\$	\$
2.	2-0 White Spruce Seedlings	10,000	\$	\$
3.	<b>Total Contract Cost (add lines 1 and 2)</b>			\$
4.	<b>Freight – 25,000 1-0 seedlings to Palmer, AK</b>			\$
5.	<b>Freight – 40,000 1-0 seedlings to Fairbanks, AK</b>			\$
6.	<b>Freight – 10,000 2-0 seedlings to Palmer, AK</b>			\$

**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			
_____ Signature Date		Do you qualify for the Alaska Veteran Preference? [ ] Yes [ ] No			
		_____ Typed Name and Title			

# 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 an 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 the 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 the 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 the 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 exempt 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), they 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 B<sup>1</sup>

### 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.