



# REQUEST FOR QUOTATION

Quotations will be received until **2pm, July 21, 2022**

RFQ No.: 23008 - Furnish Monument Sign

## PURCHASING OFFICE

Alaska Industrial Development & Export Authority  
813 W. Northern Lights, Blvd.  
Anchorage, AK 99503  
907.771.3000

Page 1 of 11 Date July 15, 2022

### 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 or Buyer's email. Please reference the Buyer's name and the RFQ number on the outside of the return envelope, if hand delivered.

**DELIVERY LOCATION:**

813 W. Northern Lights Blvd., Anchorage Alaska 99503

**BUYER:**

Cris Chavez, Contract Administrator [cchavez@aidea.org](mailto:cchavez@aidea.org), 907.771.3992

### VENDOR QUOTATION

Item	Description of Supply or Service	Qty	Unit	Unit Price	Extended Price
1	<p>The Alaska Industrial Development and Export Authority (AIDEA) and Alaska Energy Authority (AEA) request quotes from qualified sign contractors to provide AIDEA and AEA with fabrication and installation services for the completion of one new monument sign in a base bid format. The Base Bid format will have two (2) choices in layout.</p> <p><b>Attachment A Sign Photo Concept #1</b>, fabrication &amp; installation of new monument sign at the corner of Northern Lights Blvd and Arctic Blvd.</p> <p><b>OR</b></p> <p><b>Attachment B Sign Photo Concept #2</b>, fabrication &amp; installation of new monument sign at the corner of Northern Lights Blvd and Arctic Blvd.</p> <p><b>Additive Alternate #1</b> is for <b>Attachment C</b>, AIDEA and AEA Existing Box Sign Photo (East Elevation), removal, disposal and installation of new signage.</p> <p><b>Additive Alternate #2</b> is for <b>Attachment D</b>, AIDEA and AEA Existing Box Sign Photo (Southeast Elevation), removal, disposal, and installation of new signage.</p> <p>The Contractor shall provide all services including labor, materials, equipment, permitting, and travel necessary to fabricate and install an AIDEA and AEA monument sign at the site, as well as removal and disposal of two existing box signs in accordance with the specifications detailed in this contract and its attachments. As Per Attached Specifications and Attachments.</p> <p>Provide quotes on or before 21 July 2022.</p> <p>If you have any questions, please contact the Contracting Administrator above. If schedule (either bid or contract) are unachievable, please notify the Contracting Administrator prior to quote due date.</p> <p>If you will not be providing a bid, please notify the Contracting Administrator of your "no bid"</p> <p>All quotes totaling more than \$25,000.00 must include State of Alaska Department of Labor Wages included in pricing. Wages can be found at: <a href="#">2022Pamphlet600 spring.psd</a> (<a href="http://alaska.gov">alaska.gov</a>)</p>	1	EA	\$ _____	\$ _____
		1	EA	\$ _____	\$ _____
		1	EA	\$ _____	\$ _____
		1	EA	\$ _____	\$ _____

### THIS SECTION MUST BE COMPLETED BY VENDOR

Delivery shall be made \_\_\_\_\_ calendar days after receipt of order.

Company Name	Address	City	State	ZIP Code	Phone Number
Alaska Business License No.	Vendor Tax I.D. No.	Do you qualify for the Alaska Bidders' Preference? [ ] Yes [ ] No			
Signature _____		Date _____		Typed Name and Title _____	

## INSTRUCTIONS TO BIDDERS TERMS AND CONDITIONS

- 1. REQUEST FOR QUOTATION (RFQ) REVIEW:** Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ.
- 2. QUOTATION FORMS:** Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.
- 3. SUBMISSION:** Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.
- 4. QUOTE REJECTION:** AIDEA 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. AIDEA PROCUREMENT CODE:** The Procurement Code (3 AAC 100) is made a part of this document as if fully set forth herein. Note: 3 AAC 100 is available at most public libraries and legislative information offices; and is available for review at AIDEA.
- 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 AIDEA 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, AIDEA 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 AIDEA 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 AIDEA 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 3 AAC 100.580. The protest must be filed in writing with the Executive Director or the Executive Director'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 3 AAC 100.580.
- 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.

**INSTRUCTIONS TO BIDDERS  
TERMS AND CONDITIONS**

**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:** AIDEA 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 AIDEA 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 AIDEA 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 AIDEA, 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, AIDEA 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, AIDEA 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 AIDEA by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of 3 AAC 100.590.

**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 AIDEA is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the AIDEA under this RFQ. The AIDEA 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.

**INSTRUCTIONS TO BIDDERS  
TERMS AND CONDITIONS**

**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:** AIDEA 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 AIDEA 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 3 AAC 100.140 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:** N/A

**39. USE OF LOCAL FOREST PRODUCTS:** N/A

**40. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE:** N/A

**41. ALASKA PRODUCT PREFERENCE:** N/A

**42. EMPLOYMENT PROGRAM PREFERENCE:** N/A

**43. ALASKANS WITH DISABILITIES PREFERENCE:** N/A

**44. PREFERENCE QUALIFICATION LETTER:** N/A



**SCOPE OF WORK**  
**AIDEA AND AEA IDENTITY SIGNAGE**  
**FABRICATION AND INSTALLATION OF NEW MONUMENT SIGN**  
**AND REMOVAL OF EXISTING BOX SIGNS**  
**813 W NORTHERN LIGHTS BLVD.**  
**ANCHORAGE, ALASKA 99503**

Project Name	AIDEA and AEA Identity Sign(s) Fabrication, Installation, and Removal
Date	July 15, 2022
Background	<p>The Alaska Industrial Development and Export Authority (AIDEA) and the Alaska Energy Authority (AEA) request proposals from qualified sign contractors to provide AIDEA and AEA with fabrication and installation services for the completion of one new monument sign, as well as the removal and disposal of two existing box signs. Such fabrication, installation, and removal and disposal services shall include, but not be limited to: (1) site inspection of the location for one new monument sign; (2) fabrication, supply, delivery, and installation of the new sign; (3) removal of two existing box signage. A detailed scope of work for which the selected proposer will be responsible is below.</p> <p>AIDEA and AEA are public corporations of the State of Alaska working to advance prosperity for Alaskans. AIDEA works to promote, develop, and advance economic growth and diversification in Alaska by providing various means of financing and investment. AEA strives to reduce the cost of energy throughout Alaska by providing energy solutions to meet the unique challenges of Alaska's rural and urban communities.</p> <p>The existing box signs do not currently aid visitors in locating AIDEA and AEA's office building, nor do they reflect AIDEA and AEA's current branding.</p>
Project Constraints & Assumptions	Proposals are due no later than 7 days from receipt of this Quote. Please provide warranty information and care instructions with proposal.
Project Scope	The contract work shall consist of the fabrication and installation of one new monument sign with concrete footing, at 813 W. Northern Lights Boulevard (Southeast elevation), as well as the removal and disposal of existing box signage is needed on the South and East elevations of the office building. The project components include (1) fabrication and installation of a new monument sign at the corner of Arctic Blvd and Northern Lights Boulevard; (2) removal and disposal

of the existing box sign on the East elevation side of the building, which faces Arctic Boulevard; and (3) removal and disposal of the existing box sign on the South elevation side of the building, which faces Northern Lights Boulevard (see attachment A-D for photos).

- A. The Contractor shall provide all services including labor, materials, equipment, permitting, and travel necessary to fabricate and install an AIDEA and AEA monument sign at the site, as well as removal and disposal of two existing box signs in accordance with the specifications as detailed in this contract and its attachments.
- B. All work will be performed under a single contract.
- C. All work under this contract shall be in accordance with the following order of precedence:
  - 1. Attachment A, AIDEA and AEA Monument Sign Photo Concept #1
  - 2. Attachment B, AIDEA and AEA Monument Sign Photo Concept #2
  - 3. Attachment C, AIDEA and AEA Existing Box Sign Photo (East Elevation)
  - 4. Attachment D, AIDEA and AEA Existing Box Sign Photo (Southeast Elevation)

The contractor shall fabricate, install, and remove the following signs:

LOCATION	QTY	DESCRIPTION
813 W. Northern Lights Boulevard (Southeast Elevation)	1	<p><b>Base Bid</b></p> <p><b>Monument Sign:</b></p> <p>Fabricate and install one new monument sign with AIDEA and AEA current logos on the Southeast elevation corner of the building. Please provide estimates for two concepts – one estimate with AIDEA and AEA logos in “white” on a blue background and one estimate with AIDEA and AEA logos in “color” on a gray background – background body included below.</p> <ul style="list-style-type: none"> <li>1. <b>Full dimensions:</b> 72” or 84” tall x 120” wide</li> <li>2. <b>Cabinet dimensions:</b> 48” or 60” tall x 120” wide</li> <li>3. <b>Depth:</b> 16”</li> <li>4. <b>Foundation:</b> Concrete footing</li> <li>5. <b>Body Color:</b></li> </ul>

			<ul style="list-style-type: none"> <li>• <u>Option 1: AIDEA and AEA Color Logos on State of Alaska Gray Background</u> HEX #F2F2F2 RGB: 242, 242, 242</li> <li>• <u>Option 2: AIDEA and AEA White Logos on AIDEA Blue Background</u> HEX #203864 RGB: 32, 56, 100</li> <li>• Upon award Vector Logos for AIDEA &amp; AEA and HEX/RGB #'s will be provided</li> </ul>
	<b>LOCATION</b>  813 W. Northern Lights Boulevard (East Elevation)	<b>QTY</b>  1	<b>DESCRIPTION</b> <b>Additive Alternate #1</b> <b>Existing Wall Mounted Box Sign:</b> Remove and dispose of the current box sign on the East elevation side of the building, which faces Arctic Boulevard.
	<b>LOCATION</b>  813 W. Northern Lights Boulevard (South Elevation)	<b>QTY</b>  1	<b>DESCRIPTION</b> <b>Additive Alternate #2</b> <b>Existing Wall Mounted Box Sign:</b> Remove and dispose of the current box sign on the South elevation side of the building, which faces Northern Lights Boulevard.
Project Schedule	Work shall be completed by 1 October 2022.		
Project Budget	Funding has been approved for this project by AIDEA.		



**Attachment A, AIDEA and AEA Monument Sign Photo Concept #1**  
AIDEA and AEA Logos are in "White" on Blue Background





**Attachment B, AIDEA and AEA Monument Sign Photo Concept #2**  
AIDEA and AEA Logos are in "Color" on Gray Background





**Attachment C, AIDEA and AEA Existing Box Sign Photo (East Elevation)**  
Sign location faces Arctic Lights Blvd.



**Attachment D, AIDEA and AEA Existing Box Sign Photo (Southeast Elevation)**  
Sign location faces Northern Lights Blvd.



# INDEMNIFICATION AND INSURANCE

## Appendix D in Professional Services Agreements

Agreement No: 23008  
Date Prepared: 7/15/2022

CONTRACTOR shall include the provisions of this form in all subcontracts which exceed \$25,000 and shall ensure Subcontractor's compliance with such provisions.

### ARTICLE D1 INDEMNIFICATION

D1.1 The CONTRACTOR shall indemnify, hold harmless, and defend the CONTRACTING AGENCY from and against any claim of, or liability for negligent acts, errors or omissions 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 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.

D1.2 The CONTRACTOR shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Appeals Officer.

D1.3 The CONTRACTOR shall correct, through re-performance at its expense, any services which are deficient or defective because of the CONTRACTOR's failure to perform said services in accordance with professional standards, provided the CONTRACTING AGENCY has notified the CONTRACTOR in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

### ARTICLE D2 INSURANCE

D2.1 Without limiting the CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall purchase at its own expense and maintain in force at all times for the duration of this Agreement, plus one year following the date of final payment, 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 CONTRACTING AGENCY shall be entitled to coverage to the extent of such higher limits. Certificates

of insurance must be furnished to the CONTRACTING AGENCY and incorporated into this Agreement with copies attached to this document. Certificates must provide for the CONTRACTING AGENCY to receive notice of any policy cancellation or reduction per AS 21.36 Sections 210-310. Failure to furnish certificates of insurance or lapse of the policy is a material breach and grounds for termination of the CONTRACTOR's services and may preclude other Agreements between the CONTRACTOR and the CONTRACTING AGENCY.

D2.1.1 Worker's Compensation Insurance: The CONTRACTOR shall provide and maintain, for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal USL&H and Jones Act requirements. The policy(s) must waive subrogation against the State of Alaska.

D2.1.2 Commercial General Liability Insurance: Such policy shall have **minimum** coverage limits of \$300,000 combined single limit per occurrence, covering all business premises and operations used by the Contractor in the performance of services under this agreement. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the CONTRACTING AGENCY.

D2.1.3 Comprehensive Automobile Liability Insurance: Such policy shall have **minimum** coverage of \$300,000 combined single limit per occurrence covering all vehicles used by the Contractor in the performance of services under this agreement.

D2.1.4 Professional Liability (E&O) Insurance: Covering all negligent errors or omissions, and negligent acts, which the CONTRACTOR, Subcontractor or anyone directly or indirectly employed by them, make in the performance of this Agreement which result in financial loss to the State of Alaska. Limits required are per the following schedule:

D2.1.5 Aircraft liability insurance: A policy of at least \$5,000,000 per incident for bodily injury, passenger liability, and property damage liability, and with limits not less than \$500,000 per passenger seat. This insurance applies to all contractors that will operate a helicopter or fixed wing aircraft on the project.

D2.1.6 Umbrella or Excess Liability Insurance: Such policy shall have a minimum coverage of \$3,000,000 per incident.

