

STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY

DIVISION OF ALASKA STATE TROOPERS

DRUG ABUSE RESISTANCE EDUCATION
(D.A.R.E.) PROGRAM

REQUEST FOR PROPOSALS (RFP)
12-113514

Professional Services Contract for
CPTED (Crime Prevention through Environmental Design)
Assessments

Date of Issue: November 25, 2008

Proposals Due: 3:00 PM, December 10, 2008

This Request for Proposals (RFP) is solicited under the State of Alaska Procurement Code for professional services contracts less than \$50,000 and will be documented using the State of Alaska Standard Agreement Form for Professional Services.

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

POINT OF CONTACT

Robert C. DeGroot
DPS Chief Procurement Officer
DPS Supply Section
524 E. 48th Avenue
Anchorage, AK 99503-7315
(907) 561-1092, ext. 233
(907) 561-9178 Fax
E-mail: robert.degroot@alaska.gov

A. Project Description

Four high-risk schools within the Alaska State Troopers (AST) jurisdiction and the Matanuska-Susitna Borough School district have been selected to receive a CPTED (Crime Prevention through Environmental Design) assessment report. They are Susitna Valley High School, Willow Elementary School, Colony High School, and Colony Middle School.

The goal of the CPTED assessment is to assist each of the schools in creating a warm and welcoming educational environment for students, staff, and visitors to the schools, while at the same time minimizing or decreasing the likelihood of vandalism or crime. The Matanuska-Susitna School District has received funding through a bond to assist them in improving campus security district wide. Additionally, these assessments will further assist the school district in maximizing new security equipment.

Susitna Valley High School is located in Talkeetna, Alaska approximately 56 miles north of Wasilla and Willow Elementary School is located in Willow, Alaska, 25 miles north of Wasilla. Both of these schools are located in very small communities that are accessible on the road system. However, these two schools are located in low traffic volume areas and there is easy access to the buildings thus making them ready targets for vandalism and other criminal activity. Colony High School and Colony Middle School are less than one mile apart, approximately 4 miles from Palmer and 7 miles from Wasilla. Both of these schools are located in higher traffic volume areas and have easy access, again making them ready targets for vandalism and crime.

B. Scope of Work

The CPTED assessment for each school should include a thorough physical survey of each school and will evaluate each school using the basic CPTED Principles. Because each of these schools are unique in their settings and locations, the contractor should consider this factor and provide an assessment for each of the four schools that includes an evaluation of the following factors:

1. Natural Surveillance – The placement of physical features that maximize visibility. This can be achieved by examining the physical structure of the school and the surrounding school grounds, including shrubbery, lighting, video, and/or audio surveillance, window placement, fencing, and other types of physical features.
2. Access Management - The use of signs, well-marked entrances and exits, and landscaping to guide people and direct the flow of people. Consider restrictions of access to various areas using real or symbolic barriers. Additionally, examine the landscaping and areas to reduce access to unsupervised locations on the school grounds. Finally, evaluate the current process used to funnel access to the school through one point of entry and the process used to sign in visitors.
3. Territoriality – Evaluate the schools for clear delineations of space, expressions of pride or ownership, and the creation of a welcoming environment. Determine the need to create or extend a “sphere of influence” with the use of physical designs, landscaping, and signage. Evaluate if public areas are clearly distinguished from private ones.
4. Order Maintenance – Evaluation of the staff’s responsiveness to minor unacceptable acts and provide recommendations for measures that can be implemented that clearly state acceptable behaviors.
5. Physical Maintenance – Assessing the repair and general upkeep of the space. Recommendations for incorporating CPTED based maintenance into the existing District maintenance plan to help preserve property value and make the schools a safer place. For example, evaluate internal spaces for graffiti, lighting, and stairways.

6. Video and Audio Surveillance – The strategic placement of Video and/or Audio Surveillance equipment for maximum benefit, including paying particular attention at each facility with respect to outdoor security concerns in parking lots and sporting venues.

The assessments will also need to include specific recommendations of improvements that should be made.

C. Deliverables

The four written assessment reports should include commentary, evaluation, and specific recommendations for each of the areas described in the Scope of Work. Each report should also consider that each of the schools are very unique in their settings and location, thus, different reports will need to be generated for each school with specific recommendations made for each school. Reports should be completed and submitted within one (1) month of the completion of the onsite evaluations. Once the reports are completed and accepted by the State of Alaska, duplicates will be made by the contractor. One set of reports will be delivered to the Mat-Su School District Contact and one set of reports will be delivered to the DARE Program Coordinator.

D. Budget

The State will not release an expected budget for this professional services contract. \$400-550.00 per day is considered the allowable expense range for the consultant's daily fee rate for professional services. Rental cars are not considered an allowable expense for reimbursement for this contract.

E. Proposal Submission

Please limit your proposal, including price, to not more than forty (40) 8.5" X 11" pages. Each printed side of each sheet, including covers, transmittal, etc., equals one (1) page. A proposal may be corrected, modified, or withdrawn before the time and date set for submission of proposals. Attached CPTED reports are not included in the forty (40) page proposal limitation.

- Fax proposals are acceptable to meet the submission deadline date with the original signature proposal document to follow by mail not later than five (5) business days after the deadline date. A scanned proposal (Adobe PDF format) or a proposal in electronic Adobe PDF format, both with signature delivered by e-mail is also acceptable to meet the submission deadline date with the original signature proposal document to follow by mail not later than five (5) business days after the deadline date.
- Each proposal should include the resume(s) of the consultant(s) that will work on the project, as well as include a minimum of three (3) references from School Districts that the offeror has completed a CPTED assessment.
- The proposal will include a copy of the CPTED reports for those School Districts noted as a reference. The proposal will include contact names and phone/fax numbers/e-mail addresses for each of the references as they will be contacted by the State evaluation committee.
- An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals. Proposals must remain open and valid for at least ninety (90) days from the proposal due date.

Proposals are due not later than 3:00 PM on Wednesday, December 10, 2008 and should be sent or delivered to:

Robert C. DeGroot
DPS Chief Procurement Officer
DPS Supply Section
524 E. 48th Avenue
Anchorage, AK 99503-7315
Fax: (907) 561-9178 or E-mail: robert.degroot@alaska.gov

F. Proposal Evaluation Criteria

Award of this contract will be on a “Best Value” basis. The State Proposal Evaluation Committee (PEC) will be comprised of three (3) State Employees (Department of Public Safety) and three (3) Mat-Su School District employees.

NOTE: Each submitted proposal will be evaluated using the following factors and their respective weight:

1. Relevant Qualifications and Experience (50% of available points)

Each proposal should include information in sufficient detail to meet all of the following minimum qualifications:

a. References – The offeror shall include at least three (3) references who can confirm professional competency, productivity and written/oral communication skills for this contract.

b. Experience – The offeror shall include a detailed professional resume that will accurately detail their professional experience in the relevant areas. The relevant areas include direct evidence of substantial knowledge and experience in performing CPTED assessments.

2. Cost Proposal (40% of available points)

The cost proposal factor will be evaluated on the basis of the cost per service hour. The offeror is required to provide a single cost per service hour that will include all direct and indirect costs.

This cost will be multiplied by the numbers of hours estimated to complete the contract to determine the total project cost for evaluation purposes. **For purposes of proposal evaluation, the State estimates a total of 200 hours to complete this professional services contract.**

The state standard RFP Cost Proposal Evaluation Formula will be used for calculating the cost evaluation points:

$$\frac{[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})]}{(\text{Cost of Each Higher Priced Proposal})} = \text{RFP COST POINTS}$$

3. Alaska Offerors Preference (10% of available points)

If an offeror qualifies for the Alaskan Bidder Preference, the offeror will receive an Alaskan Offeror's Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror. The preference will be given to an offeror who:

(a) holds a current Alaska business license;

(b) submits a proposal for goods or services under the name on the Alaska business license;

(c) has maintained a place of business within the State staffed by the offeror, or an employee of the offeror, for a period of six (6) months immediately preceding the date of the proposal;

(d) 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 32.05 or AS 32.11 and all partners are residents of the state; and

(e) if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

In order to receive the Alaskan Bidder Preference, proposals must include a signed affidavit certifying that the offeror is eligible to receive the Alaskan Bidder Preference.

INSTRUCTIONS TO OFFERORS

Offeror's Notice

By signature on the proposal, the offeror certifies that:

(1) If provided notice of contract award for this RFP, the offeror will have a valid Alaska business license AND will submit one of the following forms of evidence of an Alaska business license prior to contract award: a copy of the offeror's valid business license; a copy of the business license application with a receipt date stamp from the State's business license office; a receipt from the State's business license office for the license fee; a canceled check for the business license fee; a sworn notarized affidavit that the proposer has applied and paid for a business license;

(2) The price(s) submitted was arrived at independently and without collusion and that the offeror is complying with: the laws of the State of Alaska; the applicable portion of the Federal Civil Rights Act of 1964; the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and all terms and conditions set out in this Request for Proposals (RFP).

(3) All services performed under this professional services contract will be conducted in the United States.

If any offeror fails to comply with (1), (2) and (3) of this paragraph, the State may reject the proposal, terminate the contract, or consider the contractor in default.

Authority

This RFP is written in accordance with Alaska Statute 36.30, State Procurement Code and Alaska Administrative Code, 2 AAC 12, Procurement Regulations.

RFP Review

Offerors shall carefully review this RFP for defects and questionable or objectionable material. Offerors comments concerning defects and questionable or objectionable material in the RFP must be made in writing and received by the Procurement Officer at the following address before the proposal due date:

Robert C. DeGroot
DPS Chief Procurement Officer
524 East 48th Avenue
Anchorage, AK 99503-7315
(907) 561-1092, extension 233
(907) 561-9178 Fax
E-mail: robert.degroot@alaska.gov

Filing a Protest

When an offeror or potential offeror has a dispute over the solicitation or the award of a small procurement, the offeror must first attempt to resolve it with the Procurement Officer. If the attempt is unsuccessful, the offeror may protest. The protest must be filed with the Commissioner of Public Safety or the Commissioner's Designee. The offeror must also file a copy of the protest with the Procurement Officer.

- a. If protesting a small procurement solicitation, the protest must be filed before the date and time that quotations or informal proposals are due.

- b. If protesting the award of a small procurement not exceeding \$25,000, the protest must be filed within ten (10) days from the date of the solicitation or the date of the award, whichever is later.
- c. If protesting the award of a small procurement contract exceeding \$25,000, the protest must be filed within ten (10) days from the date that Notice of Award is made.

To be accepted, the protest must contain the following relevant information:

- a. the name, address, and telephone number of the protester;
- b. the signature of the protester or the protester's representative;
- c. identification of the contracting agency and the solicitation or contract at issue;
- d. a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- e. the form of relief requested.

Upon receipt of a protest:

- a. The procurement officer must immediately give notice of the protest to the contractor; or, if no award has been made, to all firms or persons that were solicited for the small procurement.
- b. If the protest is filed with the procurement officer instead of with the Commissioner of Public Safety or the Commissioner's Designee, the procurement officer shall immediately notify the Commissioner of Public Safety or Commissioner's Designee.

The Commissioner of Public Safety or Commissioner's Designee has the following options to resolve the protest:

- a. with the concurrence of the protester, he/she may assign the protest to the procurement officer or another responsible State official for a final administrative resolution under alternate dispute resolution;
- b. he/she may issue a decision denying the protest and stating the reasons for denial;
- c. he/she may issue a decision that sustains the protest, in whole or in part, and instruct the procurement officer to implement an appropriate remedy; or he/she may conduct a hearing on the protest consistent with the procedures contained in AS 36.30.670(b).

Compliance

In the performance of any contract resulting from this RFP, the contractor must comply with all applicable federal, state and local regulations, codes and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state and local taxes.

Offerors will fully comply with all terms of the request for proposals. Offerors that do not comply are nonresponsive and will be rejected.

Standard Agreement Form

The State of Alaska Standard Agreement Form for Professional Services, General Contract Provisions, and state insurance requirements are attached for reference and are applicable to any contract resulting from this RFP.

Prices

Prices quoted for services must be quoted in U.S. Funds. Prices quoted in proposals must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror should list such taxes separately in his proposal. The State of Alaska is exempt from Federal Excise Tax under Registration No. 92-73-0006-K.

Firm Offer

For the purpose of award, proposals made in accordance with this RFP must be good and firm for a period of ninety (90) days following delivery of the proposal.

Late Proposals

Proposals received after the time and date set for their receipt (due date) will not be accepted and will be returned to the offeror unopened.

Proposal Rejection

The State reserves the right to reject all proposals at any time prior to award, and to waive informalities when it is in the State's best interest to do so. The State may reject proposals if they are incomplete, fail to acknowledge addenda, are improperly signed, or conditioned in any way. The State is not liable for any costs incurred by the offeror in proposal preparation.

Contract Funding

The agreement that is entered into as a result of this RFP is subject to the availability and appropriation of funds.

Assignment

Assignment of rights and duties under a contract resulting from this RFP is not permitted unless authorized in writing by the Department of Public Safety.

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 (a) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (b) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

Force Majeure

The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under an agreement entered into as a result of this RFP, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of and without the fault or negligence of the contractor. For the purpose 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 or quarantine.

Indemnification

The Contractor shall indemnify 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.

Disputes

Any dispute arising out of the agreement resulting from the RFP shall be resolved under the laws of the State of Alaska. Any appeal of the administrative order or ruling and any action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

Award

Award will be made to the responsive and responsible offeror providing the proposal determined to be the most advantageous to the state. All responsive and responsible proposals will be evaluated using the evaluation criteria as contained in RFP Section F, Proposal Evaluation Criteria.

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number	2. ASPS Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	

This contract is between the State of Alaska,

8. Department of	Division	hereafter the State, and
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9. Contractor	Hereafter the Contractor
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SAMPLE ONLY – DO NOT COMPLETE

Mailing Address	Street or P.O. Box	City	State	ZIP+4
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10. ARTICLE 1.	Appendices: Appendices referred to in this contract and attached to it are considered part of it.
ARTICLE 2.	Performance of Service:
2.1	Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.
2.2	Appendix B sets forth the liability and insurance provisions of this contract.
2.3	Appendix C sets forth the services to be performed by the contractor.
ARTICLE 3.	Period of Performance: The period of performance for this contract begins _____, and ends _____.
ARTICLE 4.	Considerations:
4.1	In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ _____ in accordance with the provisions of Appendix D.
4.2	When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

APPENDIX A
GENERAL PROVISIONS

Article 1. Definitions.

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

Article 2. Inspection and Reports.

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

Article 3. Disputes.

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

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

4.7 Failure to perform under this article constitutes a material breach of the contract.

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the department of Law the General Provisions of this contract supersede any provisions in other appendices.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

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 30-day prior notice of cancellation, nonrenewal or material change of conditions. 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 occurrence.

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 occurrence.