

# Request for Quotations

Department of Military and Veterans Affairs

## NUMBER

RFQ 09 160000234 - 1

## DATE OF ISSUE

January 08, 2016

### TITLE OF SOLICITATION:

Meeting Space for Bi-Annual Preparedness Conference 2016

### DEADLINE FOR RESPONSES:

January 22, 2016

14:00:00 Alaska Time

### BID RECEIVING LOCATION

DMVA DAS Procurement, Alaska National Guard Armory  
Procurement  
49000 Army Guard Rd, Suite B105B  
49000 Army Guard Rd, PO Box 5800  
JBER, AK 99505

### VENDOR:

**Name:**

**Address:**

**City, State, Zip Code:**

**Phone #:**

**Email Address:**

**Contact Name:**

**Contact Email:**

**Vendor #:**

### PURPOSE OF SOLICITATION:

The Department of Military & Veterans Affairs (DMVA), Division of Homeland Security & Emergency Management (DHS&EM) seeking competitive quotes for meeting space for the Bi-Annual Preparedness Conference to be held in Anchorage, Alaska on April 25 through April 29, 2016.

NOTE: DUE TO THIS PROCUREMENT HAVING FEDERAL FUNDS ALL PREFERENCES DISCUSSED WITHIN THIS RFQ ARE NOT APPLICABLE.

### THIS IS NOT AN ORDER.

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY.

Signature X \_\_\_\_\_ Date \_\_\_\_\_

### BID SCHEDULE

Event Date	Event Description
01/15/16	Questions Due
01/22/16	Solicitation Closing Date/Time
01/22/16	Evaluation Completed
01/25/16	Notice of Award

### LINE ITEMS

Line No.	Description	Quantity	Unit	Unit Cost
1	Meeting Space for Bi-Annual Preparedness Conference 2016			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
04/25/16	04/29/16	04/26/16	F.O.B. final destination	

<b>BILL TO:</b>	<b>SHIP TO:</b>
DMVA Division of Home Land Security & Emergency Management Logistics 49000 Army Guard Rd, Suite B101 49000 Army Guard Rd, PO Box 5750 JBER, AK 99505	DMVA Division of Home Land Security & Emergency Management Logistics 49000 Army Guard Rd, Suite B101 49000 Army Guard Rd, PO Box 5750 JBER, AK 99505
<b>Extended Description:</b> DHS&EM Bi-Annual Preparedness Conference 2016  NOTE: DUE TO THIS PROCUREMENT HAVING FEDERAL FUNDS ALL PREFERENCES DISCUSSED WITHIN THIS RFQ ARE NOT APPLICABLE.	

## EVALUATION CRITERIA

Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)
18	Cost 100%	100	

**Important Notice:** If you received this solicitation from the State of Alaska's "Vendor Self-Service" web site, you must register with the procurement officer to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

**PROCUREMENT OFFICER:** Dustin Silva

**TELEPHONE NUMBER:** 907-428-7222

**EMAIL:** dustin.silva@alaska.gov

Terms and Conditions		
No.	Name	Section
003	Provisions	1
007	Appendix B1	1

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## **Provisions**

### **Provision 1. Alaska Procurement Code/Authority**

The Procurement Code (AS.36.30) and its Regulations (2 AAC Chapter 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC 12 are available at the Division of General Services/Purchasing website <http://doa.alaska.gov/dgs/purchasing/>. Copies and information are also available from state procurement officers, legislative information offices and public libraries.

### **Provision 2. Patents and Copyrights**

A vendor will, at its expense, defend the state against any claim that any machines or programming supplied hereunder infringe a patent or copyright in the United states or Puerto Rico, and will pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the state must: (1) give the vendor prompt written notice of any such claim; and (2) allow the vendor to control, and fully cooperate with the vendor in, the defense and all related settlement negotiations. The vendor's obligation under this section is conditioned on the state's agreement that if the operation of the machines or programming becomes, or in the vendor's opinion are likely to become, the subject of such a claim, the state will permit the vendor, at its option and expense, either to procure the right for the state to continue using the machines or programming, or to replace or modify them so that they are non-infringing but still meet the state's needs as originally contracted. The vendor shall have no obligation with respect to any such claim based upon the state's modification of the machine or programming or their combination, operation or use with apparatus, data or programs not furnished by the vendor. This section states the vendor's entire obligation to the state regarding infringement.

### **Provision 3. Solicitation Review**

Respondents should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the solicitation opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of respondent's response upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the time set for opening.

### **Provision 4. Vendor Tax ID Number**

If goods or services procured through this solicitation 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.

### **Provision 5. Right of Rejection**

Respondents must comply with all of the terms of the solicitation, the state Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any response that does not comply with all of the material and substantial terms, conditions, and performance requirements of the solicitation.

Respondents may not qualify the response nor restrict the rights of the state. If a respondent does so, the procurement officer may determine the response to be a non-responsive counter-offer and the response may be rejected.

Minor informalities that:

- do not affect responsiveness
- are merely a matter of form or format
- do not change the relative standing or otherwise prejudice other offers
- do not change the meaning or scope of the solicitation

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- are trivial, negligible, or immaterial in nature
- do not reflect a material change in the work or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award when it is in the state's best interest. A response from a debarred or suspended respondent shall be rejected.

#### **Provision 6. Submission Signature**

All responses must be signed by an individual authorized to bind the respondent to the provisions of the solicitation. Responses must remain open and valid for at least 90-days from the opening date.

By signature on the solicitation, respondent certifies that:

1) The respondent has a valid Alaska business license, or will obtain one prior to award of any contract resulting from this solicitation. If the respondent possesses a valid Alaska business license, the license number must be provided with the response or one of the following forms of evidence must be submitted with the response:

- a canceled check for the business license fee
- 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 copy of the bidder's valid business license
- a sworn notarized statement that the bidder has applied and paid for a business license

2) the price(s) submitted was arrived at independently and without collusion and that the respondent 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 solicitation.

If a respondent fails to comply with (1) at the time designated in the solicitation for opening the state will disallow the Alaska Bidder Preference. If a respondent fails to comply with (2) of this paragraph, the state may reject the response, terminate the contract, or consider the contractor in default. Responses must be submitted under the name as appearing on the respondent's current Alaska business license in order to receive the Alaska Bidder Preference.

Note: Preferences are not applicable due to this solicitation having Federal Funds.

#### **Provision 7. Preparation Costs**

The state is not liable for any costs incurred by the respondent in response preparation.

#### **Provision 8. Contract Funding**

Respondents 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.

#### **Provision 9. Contract Extension**

Unless otherwise provided in this solicitation, the state and the successful vendor/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)

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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.

**Provision 10. Continuing Obligation of Contractor**

Notwithstanding the expiration date of a contract resulting from this solicitation, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

**Provision 11. Default**

In the 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.

**Provision 12. Disputes**

Any dispute arising out of this agreement shall be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original 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.

**Provision 13. 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.

**Provision 14. Order Documents**

Except as specifically allowed under this solicitation, an ordering agency will not sign any vendor contract. The state is not bound by a responder's contract signed by a person who is not specifically authorized to sign for the state under this solicitation. 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 solicitation.

**Provision 15. 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.

**Provision 16. Alaska Bidder Preference**

Not Applicable due to this solicitation having Federal Funds

**Provision 17. Alaska Bidder Preference Statement**

Not Applicable due to this solicitation having Federal Funds

**Provision 18. Alaska Product Preference**

Not Applicable due to this solicitation having Federal Funds

**Provision 19. Alaska Veteran's Preference**

Not Applicable due to this solicitation having Federal Funds

**Provision 20. 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 from Alaska forests 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.

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**Provision 21. Local Agricultural and Fisheries Products Preferences**

Not Applicable due to this solicitation having Federal Funds

**Provision 22. Employment Program Preference**

Not Applicable due to this solicitation having Federal Funds

**Provision 23. Alaskans with Disabilities Preference**

Not Applicable due to this solicitation having Federal Funds

**Provision 24. Preference Qualification**

Not Applicable due to this solicitation having Federal Funds

**Provision 25. Application of Preferences**

Not Applicable due to this solicitation having Federal Funds

**Provision 26. Alaska Business License and Other Required Licenses**

Prior to the award of a contract, a respondent must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran's Preference, the respondent must hold a valid Alaska business license prior to the deadline for receipt of responses. Respondents should contact the Department of Commerce, Community & Economic Development, Division of Corporations, Business, and Professional Licensing, P.O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the respondent possesses a valid Alaska business license may consist of any one of the following:

Note: Preferences are not applicable due to this solicitation having Federal Funds.

- (a) copy of an Alaska business license
- (b) certification on the solicitation response that the respondent has a valid Alaska business license and has included the license number in the response
- (c) a canceled check for the Alaska business license fee
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized statement that the respondent has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time responses are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- mining licenses issued by Alaska Department of Revenue

Prior the deadline for receipt of responses all respondents must hold any other necessary applicable professional licenses required by Alaska Statute.

If the respondent is an LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the respondent is a joint venture which includes an LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are

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residents of the state.

**Provision 27. Compliance with ADA**

By signature of their response the respondent 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.

**Provision 28. Brand and Model Offered**

Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, respondents must clearly indicate the brand names and model numbers they intend to provide. The respondent's failure to identify the brand and model offered will cause the state to consider the response non-responsive and reject the response.

**Provision 29. Specifications**

Unless otherwise specified in the solicitation, product brand names or model numbers specified in this solicitation 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.

**Provision 30. Item Upgrades**

The state reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improves the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract

**Provision 31. Accessories**

When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the state that the accessories are compatible. The respondent's failure to supply this evidence within the time required by the state will cause the state to consider the response non-responsive and reject the response.

**Provision 32. Discontinued Items**

In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the procurement officer makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

**Provision 33. Packaging**

The cost of all packaging must be included in the price response. All packaging must be new and suitable for shipment and short-term warehouse storage.

**Provision 34. Required Manuals and Hardware**

The items purchased are to be shipped complete with the instructions and hardware required for installation. An operator's manual, maintenance manual, and a maintenance schedule must be included with each item when it is delivered. The cost of the installation hardware and the manuals is to be included in the response price of the equipment.

**Provision 35. Equipment Inspection:**

Equipment offered for lease may be subject to inspection and approval by the state prior to the award of the contract. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

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### **Provision 36. Service Charges**

Regardless whether the contractor repairs equipment on-site or off-site, the state will not be liable for any charges associated with the repair of broken equipment, including, but not limited to, unhooking, disassembly, packaging, crating, repair, transportation, replacement, reassembly, or rewiring.

### **Provision 37. Service Contract Deficiencies**

The contractor's failure to provide a service required by this contract will be grounds for the state to issue a Service Deficiency Claim (SDC) to the contractor. The SDC will be provided to the contractor in writing. The contractor will advise the state, in writing, of the corrective action being taken.

If a deficiency is not corrected within 7.5 working hours from the time it is issued, the state may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the state for the amount required to correct the problem.

If a contractor gets more than two substantiated SDCs in a 30-day period or a total of five substantiated SDCs in a 60-day period, it will be grounds for the state to declare the contractor in default.

### **Provision 38. Services, Completion**

The service will not be complete and the equipment will not be considered serviced, repaired, or acceptable until it performs in compliance with the manufacturer's published performance specifications.

### **Provision 39. Services, Parts**

Only parts designed for the purpose they are being used, and warranted as new, may be used in the repair of state equipment

### **Provision 40. Suitable Materials**

Unless otherwise specified, all materials, supplies or equipment offered by a respondent shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

### **Provision 41. Shipping Damage**

The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

### **Provision 42. Alterations**

The contractor must obtain the written approval from the procurement officer prior to making any alterations to the specifications contained in this solicitation. The state will not pay for alterations that are not approved in advance and in writing by the procurement officer.

### **Provision 43. Annotated Literature**

Respondents must annotate their product literature to identify for the state the location of the supporting information regarding each product specification set out in this solicitation. A respondent's failure to comply with this clause, within the time set by the state, will cause the state to consider the response non-responsive and reject the response.

### **Provision 44. Alternate Responses**

Respondents may only submit one response for evaluation. In accordance with 2 AAC 12.830, alternate responses (responses that offer something different than what is asked for) will be rejected.

### **Provision 45. Amendments to Solicitation**

If an amendment is issued, it will be provided to all who were mailed a copy of the solicitation and to those who have registered with the procurement officer receiving the solicitation from the State of Alaska



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Online Public Notice website, or the IRIS vendor self-service website.

**Provision 46. Amendments to Solicitation Responses**

Amendments to or withdrawals of responses will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of responses. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

**Provision 47. Assignments**

Assignment of rights, duties, or payments under a contract resulting from this solicitation are not permitted unless authorized in writing by the agency procurement officer per 2 AAC 12.480. Responses that are conditioned upon the state's approval of an assignment will be rejected as nonresponsive.

**Provision 48. Consolidation of Awards**

Due to the high administrative costs associated with processing purchase orders, a single low bid of \$50 or less may, at the discretion of the state, be awarded to the next low responder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST."

**Provision 49. Contract Provisions**

By signature of this response a respondent certifies that they will comply with the mandatory provisions of the contract resulting from this solicitation. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the mandatory provisions must be set out in the solicitation response.

**Provision 50. Extension of Prices**

In case of error in the extension of prices in the response, the unit prices will govern; in a lot solicitation, the lot prices will govern. Negligence by the respondent in preparing the response confers no right for the withdrawal of the response after it has been opened.

**Provision 51. F.O.B Point**

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska. Title passes to the state for each item at F.O.B destination.

**Provision 52. Firm Unqualified and Unconditional Offer**

In order to be considered responsive, vendors must provide adequate information with their response to constitute a definite, firm, unqualified, and unconditional offer which meets all of the material terms of the solicitation. Material terms include quality, quantity, price and delivery, and any other mandatory requirements included in the solicitation. Responses must be firm and valid for at least 90 days after response opening.

**Provision 53. 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 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.

**Provision 54. Human Trafficking**

By signature on their response, the respondent certifies that the respondent is not established and

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headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United states Department of state's Trafficking in Persons Report.

The most recent United states Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip>

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

**Provision 55. Informal Debriefing**

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

**Provision 56. Inspection and Modification Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all the work set out in the contract. All the work is subject to inspection, evaluation, and approval by the project director (or procurement officer). The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director (or procurement officer) may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

**Provision 57. News Releases**

News releases related to this solicitation will not be made without prior approval of the project director.

**Provision 58. Payment Discount**

Discounts for prompt payment will not be considered in evaluating the pricing. 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.

**Provision 59. Payment for State Purchase**

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 that establishes a lower interest rate or precludes the charging of interest.

The state is eligible to receive a 5% discount for all invoices paid within 15 business days form the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

**Provision 60. Price Decreases**

During the period of the contract all price decreases experienced by the contractor, for, or directly related to the provision of the contract commodities, must be passed on to the state. A contractor's failure to strictly adhere to this clause, within the time required, will be considered in breach of contract. This clause would apply to a manufacturer's decrease in cost from their supplier for material necessary to provide or fabricate the contract commodities, but is not intended to apply to each individual discount experienced by the contractor. It would typically apply in the case of decreasing costs for computer related equipment or paper.

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### **Provision 61. Prices**

Prices quoted in responses must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the goods or services can be provided without further cost. Prices quoted in responses must be exclusive of federal, state, and local taxes. If the respondent believes that certain taxes are payable by the state, the respondent may list such taxes separately, directly below the response 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

The State of Alaska is also exempt from state Motor Fuel Taxes. The appropriate exemption forms will accompany a contract(s) resulting from this ITB. The state is not exempt from the Federal Superfund Tax.

### **Provision 62. Public Notice**

Public notice has been provided in accordance with 2 AAC 12.130 and 2 AAC 12.220.

### **Provision 63. Response Inclusion**

Part or all of this solicitation and the successful response may be incorporated into the contract.

### **Provision 64. Site Visit**

The state may conduct on-site visits to evaluate the respondent's capacity to perform the contract. A respondent must agree, at risk of being found non-responsive and having its response rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

### **Provision 65. Software Edition or Version**

Unless otherwise specified the software must be the latest edition or version. If, during the 90 calendar day period that the respondent must hold the solicitation price firm, a new edition or version is introduced, the state reserves the sole right to choose to buy the old version at the solicitation price; to buy the new version at the solicitation price; or, to cancel the item from the solicitation.

### **Provision 66. Supplemental Terms and Conditions**

Responses including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in the solicitation or that diminish the state's rights under any contract resulting from this solicitation will be considered null and void. The state is not responsible for identifying conflicting supplemental terms and conditions before issuing an award.

After award of the contract:

- (1) if conflict arises between a supplemental term or condition included in the response and a term or condition of the solicitation, the term or condition of the solicitation will prevail; and
- (2) if the state's rights are diminished as a result of application of a supplemental term or condition included in the response, the supplemental term or condition will be considered null and void.

### **Provision 67. Supporting Information**

The state strongly desires that vendors submit all required technical, specification, and other supporting information with their response, so that a detailed analysis and determination can be made by the procurement officer that the product offered meets the specifications and other requirements of the solicitation. However, provided a response meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the vendor, after

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the responses have been opened, to ensure that the products offered completely meet the solicitation requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a respondent will provide a sample product(s) so that the state can make a first-hand examination and determination.

**Provision 68. Usage Report**

Each year, 60 calendar days prior to the contract price adjustment date, the contractor must furnish the state a usage report. The usage report must follow the format of the usage report provided to the contractor by the procurement officer and must accurately state the actual use of all items. A contractor's failure to provide this information in a timely manner may cause the state to cancel the contract.

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## APPENDIX B<sub>1</sub> 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.

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<p style="text-align: center;">STATE OF ALASKA DEPARTMENT OF MILITARY AND VETERANS AFFAIRS DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT</p> <p style="text-align: center;"><b>CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS</b></p> <p>Participants should refer to the regulations cited below to determine the certification to which they are required to attest. Participants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under Department of Justice 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Division of Homeland Security determines to award the covered transaction, grant, or cooperative agreement.</p> <p><b>1. LOBBYING</b></p> <p>As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the participant certifies that:</p> <p>(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;</p> <p>(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;</p> <p>(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.</p> <p><b>2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)</b></p> <p>As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510</p> <p>A. The participant certifies that it and its principals:</p> <p>(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;</p> <p>(b) Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and</p> <p>B. Where the participant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this proposal.</p> <p><b>3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)</b></p> <p>As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620</p> <p>A. The participant certifies that it will or will continue to provide a drug-free workplace by:</p> <p>(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;</p> <p>(b) Establishing an on-going drug-free awareness program to inform employees about</p>
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(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Alaska Division of Homeland Security, Attn.: Grant Administrator, PO Box 5750, Anchorage, AK 99505 for forwarding to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code) - top of next column --

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the Alaska Division of Homeland Security and Emergency Management, PO Box 5750, Anchorage, AK 99505 for forwarding to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

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As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Participant Name and Address:

\_\_\_\_\_

2.Solicitation Number and/or Proposal or Project Name

3. EIN or IRS/Vendor Number

\_\_\_\_\_

\_\_\_\_\_

4. Typed Name and Title of Authorized Representative

\_\_\_\_\_

5. Signature

6. Date

\_\_\_\_\_



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### **Scope of Work:**

The Department of Military & Veterans Affairs (DMVA), Division of Homeland Security & Emergency Management (DHS&EM) is hosting their Bi-Annual Preparedness Conference in Anchorage, April 25 through 29, 2016. NOTE: DUE TO THIS PROCUREMENT HAVING FEDERAL FUNDS ALL PREFERENCES DISCUSSED WITHIN THIS RFQ ARE NOT APPLICABLE.

### **Meeting Space:**

Provide as follows between the hours of 7:00am and 5:00pm

1 room April 25-29: approx., 300 feet for storage and contain power source for copier during the week  
1 room April 25: U-shape for 25 and Theatre for 50 attendees  
1 room April 26: classroom setup for 120 attendees, with U.S. and Alaska flags displayed at the front  
3 rooms April 27 & 28: classroom setup for 60 attendees  
1 room April 29: U-shape for 25 and Theatre for between 120 and 200 attendees, with U.S. and Alaska flags displayed at the front

We will also require 7 - 8'30" tables with covers and 2 chairs each in the lobby area for registration, 1 table in each room for handouts, 2 coat racks, 5 sign holders and room for (2) 10x10' booths. Must be able to provide handicap parking spaces during the week.

### **Audio Visual:**

Each Room will require: Projector screen, Laptop with presentation pointer, A/V cart (small table), podium and microphone at the front of the room, 2 handheld microphones, and 2 wireless microphones except on April 26, 2016 in the large room 5 wireless microphones will be required. Tech support to run all IT equipment will be required April 25 through 29, 2016 from 7am to 5pm each day. Free Wi-Fi must be available to all attendees.

### **Price Schedule:**

1. Cost to provide Meeting Space as specified in this RFQ: \$\_\_\_\_\_
2. Cost to provide Audio Visual services as specified in this RFQ: \$\_\_\_\_\_
3. Total Contract Cost: \$\_\_\_\_\_

### **Submitting Quotes:**

Quotes may be faxed to DMVA/DAS Procurement at 907-428-7229 or emailed to MVA.DASProcurement@alaska.gov. Quotes must be received no later than 2:00 PM on 1/22/2016 to be considered responsive. Late quotes will be rejected.

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**Bidder's Checklist:**

The following must be receive by the DMVA/DAS Procurement Section prior to the deadline set for receipt of quotes:

1. A copy of the signed page 1 of this RFQ with the vendor Information completed by the bidder;
2. A completed price schedule as shown in this RFQ;
3. Any Mandatory return amendments that may be issued for this RFQ; and
4. A complete copy of the federal certification regarding debarment, suspension, ineligibility and voluntary exclusion lower tier covered transactions form attached to this RFQ.