



REQUEST FOR QUOTATIONS

Department of Military and Veterans Affairs

Title: EMnet Station Emergency Alert System Satellite Realignment

Deadline for Responses: No later than 14:00 January 11, 2016

Solicitation Number: RFQ 170007296

Date of Issue: December 21, 2016

Bid Receiving Location:
DMVA/DAS Procurement

Office
PO Box 5800
49000 Army Guard Rd
Suite B105B
JBER, AK 99505

VENDOR NOTICE (This is NOT a Purchase Order)

This is an informal quotation that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Procurement Officer's name and the RFQ number on the outside of the return envelope.

DELIVERY LOCATION:
See attachment 3 for locations of satellites.

Procurement Officer: Thomas Johnson
Phone 907-428-7224
MVA.DASProcurement@alaska.gov

Purpose of Solicitation

Division of Homeland Security and Emergency Management

Requirement.

This Request for Quote (RFQ) is intended to result in the purchase of Emergency Management network (EMnet) Station Emergency Alert System (EAS) Satellite Realignment services, for the Department of Military and Veterans Affairs (DMVA), Division of Homeland Security and Emergency Management (DHS&EM).

DHS & EM has installed an EAS system, called EMnet, which includes satellite signal reception at twenty six (26) locations around the state. The locations are either broadcasters, content providers, or emergency management state warning points. The provider of the EAS EMnet and satellite service is Comlabs. The list of EAS satellite reception sites, divided by geographical region is attached. The purpose of this project is to optimize the satellite system reception at each of the twenty six locations

Contract Period.

The initial contract period will be from approximately **January 16, 2017** through **August 31, 2017**.

Questions.

All questions concerning this RFQ must be in writing and directed to MVA.DASProcurement@alaska.gov or you may fax your questions to 907-428-7229. All questions must be received no later than 1:00 pm Alaska Time December 29, 2016.

Continued on next page....

THIS SECTION MUST BE COMPLETED BY VENDOR

Company Name	Address	City	State	ZIP Code	Phone Number
Email Address:	Contact Name:		Contact Email:		
Alaska Business License No:	IRIS Vendor Number:		Federal Tax ID Number:		

Company Authorized Representative:

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature & Date	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Typed Name and Title
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Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion. Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the Bid, by the offeror, that they have not been debarred or suspended from doing business with the federal government. The attached Certification regarding Debarment, Suspension, Ineligibility and voluntary Exclusion Lower Tier Covered Transaction must be completed and submitted with your quote.

SAM Registration. Bidders must also be registered in the Federal System for Award Management (SAM) before award of a contract resulting from this RFQ. Registration is free and can be done at www.SAM.gov. It is strongly recommended that bidders register with SAM before submitting a quote in response to this RFQ. Failure to register with SAM before submitting a quote will not impact evaluation of quotes received in response to this RFQ, however, it may delay award of the contract and of any orders placed under the contract until proof or registration is confirmed by the DMVA/DAS Procurement Office.

Preferences – Due to this solicitation having Federal Funding Sources ALL preferences will not be applicable is accordance with AS 36.30.890.

Contract Prices. Contract prices are to remain firm for the term of the contract.

Total Contract Cost. This solicitation is being done under the Small Procurement requirements of Alaska Statue 36.30, Alaska Procurement Regulation 2 AAC 12, and Alaska Administrative Manual 81. Total cost of any contract resulting from this RFQ, including extensions or renewal options are NOT TO EXCEED \$50,000.

Certifications Regarding Lobbying; Debarment, Suspension, Ineligibility and Voluntary Exclusion; and Drug-Free Workplace Requirements for Expenditure of Federal Funds. This solicitation, or the contract(s) or order(s) resulting from this solicitation, may involve Federal Funds. By their signature on the bid or proposal submitted in response to this solicitation, or the contract(s) or order(s) resulting from this solicitation, the bidder or offer certifies they will comply with the requirements under 28 CFR Part 67 and 28 CFR Part 69 with regards to Lobbying; Debarment, Suspension, Ineligibility, and Voluntary Exclusion; and Drug-Free Workplace. This certification shall be treated as a material representation of fact upon which reliance will be placed when the Department of Military and Veteran Affairs determines to awards the contract(s) or order(s) resulting from this solicitation.

Contract Payments. Contract payments will be NET 30 days upon receipt of services and contractors original invoice.

Contract Cancellation. The State reserves the right to cancel the contract at its convenience upon 30 calendar day's written notice to the contractor. The state is liable only for payment of supplies provided before the effective date of termination.

Methods of Award. Award will be made to the lowest responsive and responsible bidder based on the quote total cost.

Questions. All questions concerning this RFQ must be in writing and directed to MVA.DASProcurement@alaska.gov or you may fax your questions to 907-428-7229. All questions must be received no later than 1:00 pm Alaska Time December 29, 2016.

If you wish to deliver a quote, in person, the bidder or offeror must contact DMVA/DAS Procurement via telephone at 907-428-7224, fax at 907-428-7229, or email at MVA.DASProcurement@alaska.gov with the name(s) of those who will be making the delivery. The request must be received by DMVA/DAS Procurement no later than two business day prior to the deadline set for receipt of quotes. A maximum of three names may be provided. DMVA/DAS Procurement will arrange a base access pass for the bidder or offeror's staff, notify the bidder or offeror when the pass has been arranged, and provide the bidder or offeror directions to the DMVA/DAS Procurement Office. Passenger(s) receiving a pass will need a current photo ID to get the pass. The vehicle driver will need a current driver's license, current proof of vehicle insurance, and current vehicle registration to get the pass.

It is the bidder or offeror's responsibility to ensure:

- 1) Adequate time is provided for DMVA/DAS Procurement staff to arrange for the pass
- 2) Adequate time is allowed to get to the gate, sign for the pass, and deliver the quote to the DMVA/DAS Procurement Office;
- 3) The employee(s) have current credentials to sign for the pass; and
- 4) The bidder or offeror's employee(s) receiving a base pass are responsible for following all base regulations, rules, and procedures.

A reminder -- **late quotes will not be accepted** unless the delay is due to an error of the contracting agency. Failure of a bidder or offeror to allow adequate time and have proper credentials to access the base and deliver the quote to the DMVA/DAS Procurement Office will result in rejection of the offer by the State.

SPECIFICATIONS

Purpose. The State of Alaska Division of Homeland Security and Emergency Management (DHS&EM) has installed an EAS system, called EMnet, which includes satellite signal reception at twenty six locations around the state. The locations are either broadcasters, content providers, or emergency management state warning points. The provider of the EAS EMnet and satellite service is Comlabs. The list of EAS satellite reception sites, divided by geographical region is attached. The purpose of this project is to optimize the satellite system reception at each of the twenty six locations.

Scope of Work. At each of the sites listed in coordination with Comlabs, the site operator, and the State Emergency Operations Center (SEOC), as necessary:

1. Adjust the dish polarity from horizontal to vertical as required. Note: the original installation polarity may have been incorrect and therefore may need to be corrected at all stations.
2. Properly align and secure the dish for the optimal peak satellite signal reception.
3. Provide a report of work done to Comlabs and the SEOC.

The contractor is responsible for all travel costs.

BID SCHEDULE

Cost to provide satellite realignment at twenty six locations as described in the specifications: \$_____

Signature of Authorized Representative: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

ATTACHMENTS

1. Federal certification regarding debarment, suspension, ineligibility and voluntary exclusion lower tier covered transactions form.
2. Supplemental requirements for DMVA\ DHS&EM Federally Required Contract Provisions.
3. EMnet Satellite Alignment Regions
4. Appendix B2, INDEMNITY AND INSURANCE

BIDDER'S CHECKLIST

Bidders are strongly encouraged to use this checklist when assembling their bid package. **All required documents must be received within DMVA/DAS Procurement Office prior to the deadline set for receipt of bids for your bid to be considered responsive:**

1. **___ Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form.**
One signed copy of the Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form for the bidder; and
2. **___ DMVA DHS&EM Federally Required Contract Provisions:**
One signed copy of the DMVA DHS&EM Federally Required Contract Provisions for the bidder; and
3. **___ MANDATORY RETURN Amendment(s).**
Written acknowledgement of any MANDATORY RETURN amendment(s) issued for this RFQ; and
4. **___ Bid Schedule and Bidder Information.**
One completed and signed copy of the Bid Schedule with Bidder Information attached to this RFQ; and
5. **___ Completed Page 1 of this RFQ.**
One completed and signed copy of Page 1 of this RFQ.

**Instruction 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. It is the bidder's responsibility to ensure that procurement has received all of their bid.

If using U.S. mail, please use the following address:

Department of Military and Veterans Affairs
Division of Administrative Service
Procurement Section
Attention: Thomas Johnson
Request for Quote (RFQ) Number: 09 170007296
EMnet Station Emergency Alert System Satellite Realignment
Bids Due By: 14:00 (2:00 P.M.) Alaska Time on January 11, 2017
P.O Box 5800
Joint Base Elmendorf-Richardson, Alaska 99505
49000 Army Guard Road, Suite B105B
Joint Base Elmendorf-Richardson, Alaska 99505

If using email:

If you wish to submit your quotations by email please send your quotation to MVA.DASProcurement@alaska.gov. The maximum size of a single email (including all text and attachments) that can be received by the state is 10mb (megabytes). If the email containing the quote exceeds this size, the quote must be sent in multiple emails that are each less than 10 megabytes and each email must comply with the requirements described above. It is the offeror's responsibility to contact the issuing agency at 907-428-7224 to confirm that their quote response has been received before the deadline of receipt of quotes. The state is not responsible for unreadable, corrupt, or missing attachments.

An offeror's failure to submit their bid in its entirety prior to the deadline will cause the bid to be disqualified. Late bids or amendments will not be opened or accepted for evaluation.

4. QUOTE REJECTION: The State reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.

5. EXTENSION OF PRICES: In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.

6. ALASKA PROCUREMENT CODE: The Procurement Code (AS.36.30) and its Regulations (2 AAC Ch. 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC Ch. 12 are available at most public libraries and legislative information offices; and both are available for review at Alaska State Purchasing Offices.

7. PRICES: The offeror shall state prices in the units of issue on this RFQ. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point

so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- “Gas Guzzler” - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers;
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

8. PAYMENT FOR STATE PURCHASES: Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement which establishes a lower interest rate or precludes the charging of interest.

9. PAYMENT DISCOUNT: Discounts for prompt payment will not be considered in evaluating the price you quote. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.

10. VENDOR TAX ID NUMBER: If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

11. INDEMNIFICATION: The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

12. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

13. TITLE: Title passes to the State for each item at FOB destination.

14. FILING A PROTEST: An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner’s designee and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.

15. COMPLIANCE: In the performance of a contract that results from this RFQ, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

16. SUITABLE MATERIALS, ETC.: Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

17. SPECIFICATIONS: Unless otherwise specified in the RFQ, product brand names or model numbers are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

18. FIRM OFFER: For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of ninety (90) days from the date of quote opening.

19. QUOTE PREPARATION COSTS: The State is not liable for any costs incurred by the offeror in quote preparation.

20. CONSOLIDATION OF AWARDS: Due to high administrative costs associated with processing of purchase orders, a single low quote of \$50 or less may, at the discretion of the State, be awarded to the next low offeror receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST" above.

21. CONTRACT FUNDING: Offerors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for renewal options and/or additional terms of the contract are subject to the availability and appropriation of funds.

22. CONFLICT OF INTEREST: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

23. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the procurement officer of the contracting agency. Quotes that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

24. 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.

25. LATE QUOTES: Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.

26. CONTRACT EXTENSION: Unless otherwise provided in this RFQ, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

27. DEFAULT: In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

28. DISPUTES: If a contractor has a claim arising in connection with a contract resulting from this RFQ that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

29. 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.

30. 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.

31. 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.

32. ORDER DOCUMENTS: Except as specifically allowed under this RFQ, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this RFQ. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this RFQ.

33. BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the Contract Award. The ordering agency will make payment after it receives the service and the invoice. Questions concerning payment must be addressed to the ordering agency.

34. OFFERORS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFQ as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.

35. COMPLIANCE WITH ADA: By signature of their quote the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

Attachment 1

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Bid.

Name and Title of Authorized Representative

Signature

Date

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO

2. If Yes, please provide either the DUNS Number _____ or the Cage Code _____.

3. If No, the company **must be enrolled in SAM before a contract can be signed.** Failure to do so will result in cancellation of the contract.

Instructions for Certification

1. By signing and submitting this Bid, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Bid is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings
5. set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Bid is submitted for assistance in obtaining a copy of those regulations.
6. The prospective recipient of Federal assistance funds agrees by submitting this Bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
7. The prospective recipient of Federal assistance funds further agrees by submitting this Bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of
9. its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
10. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
11. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

DHS&EM Assurances for Federally Required Contract Provisions

A recipient's and sub recipient's contracts must contain contract provisions as outlined in 2 CFR 200 Appendix II. The below provisions are required to be incorporated when utilizing federal grant funds for contracts. Certain assurances may not be applicable to your project and may be omitted accordingly. If you have questions, please contact DHS&EM.

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
2. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by recipients and their contractors or sub recipients)
4. Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
5. Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation)
6. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the recipient, the sub recipient, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. Retention of all required records for three years after recipients or sub recipients make final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), the Clean Water Act (33 U.S.C. 1251-1387), Executive Order 11738, National Environmental Policy Act (NEPA) of 1969, and Environmental Protection Agency regulations (40 CFR part 15) and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000)
13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C 6201).
14. Compliance with Executive Orders 12549 and 12689, entitled Debarment and Suspension and the Byrd Anti-Lobbying Amendment (31 U.S.C 1352)

--- END OF RFQ DOCUMENT ---