

	<b>REQUEST FOR QUOTATION</b>		<b>PURCHASING OFFICE</b>			
	Quotations will be received until 2 p.m., <u>April 4, 2017</u>		DMVA/DAS Procurement Office PO Box 5800 49000 Army Guard Rd Suite B105B JBER, AK 99505			
	<b>RFQ 09 – 170007318</b> <b>Alaska Military Youth Academy Clothing, Sweatshirts &amp; Spandex</b>		Page 1 of 10 Date <u>March 20, 2017</u>			
<p align="center"><b>VENDOR NOTICE (This is NOT a Purchase Order)</b></p> <p>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 Buyer's name and the RFQ number on the outside of the return envelope.</p>						
<b>DELIVERY LOCATION:</b> <b>Alaska Military Youth Academy/Supply</b> <b>Bldg. 58100 Camp Carroll JBER, AK 99505</b>			<b>BUYER:</b> <b>Thomas Johnson</b> <b>Phone 907-428-7224 tf.johnson@alaska.gov</b>			
<b>VENDOR QUOTATION</b>						
<b>Description</b>						
<p><b>Requirement.</b> The State of Alaska, Department of Military and Veterans Affairs, Alaska Military Youth Academy (AMYA), is seeking competitive quotes for a multiyear contract with a qualified vendor to provide Clothing, Sweatshirts and Spandex as specified within this RFQ. AMYA is accredited by the Northwest Association of Accredited Schools as a Secondary Special Purpose School.</p> <p><b>Period of Performance.</b> The period of performance for a contract resulting from this RFQ will begin on approximately <b>April 5<sup>th</sup>, 2017 and end on April 4<sup>th</sup>, 2019</b>. There may be one (1) optional 1-year renewal option for this contract, which will be exercised at the sole discretion of the State under the same terms, conditions, and specifications as the original contract.</p>						
<b>THIS SECTION MUST BE COMPLETED BY VENDOR</b>						
Deliveries shall be made <b>30</b> calendar days after receipt of order.						
Payment Terms: <b>NET-30</b>						
Company Name	Address	City	State	ZIP Code	Phone Number	
Alaska Business License No:	IRIS Vendor Number:					
Email Address: _____						
_____ Signature		_____ Date		_____ Typed Name and Title		

## RFQ Continuation - Specifications & Requirements RFQ 09-170007318

**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 proposal, by the offerer, 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 Transactions 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](http://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 of registration is confirmed by the DMVA/DAS Procurement Office.

**Preferences.** Because federal funds will be used in the procurement of products under a contract resulting from this RFQ, State of Alaska Offeror, Bidder, Veteran, and other preferences will not apply.

**Anti-Terrorism Training.** A contract under this solicitation may involve access to, or performance of work on, a federal military installation. In the interest of safety and security of the installation, the State of Alaska, Department of Military and Veterans Affairs, asks that contractors, subcontractors, and their employees complete Anti-Terrorism Level I training prior to beginning any work on a contract resulting from this solicitation. The online based training is free and can be accessed at <https://atlevel1.dtic.mil/at>. Failure of a contractor, subcontractor, or their employees to complete this training will not impact evaluation or award of a contract resulting from this solicitation.

**Delivery.** Specify in the space provided on page 1 the time required to make delivery after receipt of an order. Delivery is required to be made to the delivery location specified on page 1 within 30 calendar days after receipt of an order. Quotes that specify delivery in excess of 30 calendar days may be rejected. Deliveries are to be made Monday through Friday between 8:00 a.m. and 3:30 p.m. with the exception of state holidays. **Award winner must be able to deliver goods onto Joint Base Elmendorf-Richardson (JBER).**

**Contract Prices.** Contract prices are to remain firm for the initial year of the contract and the possible two 1-year renewal options. Offered cost per year for each item must include all packaging costs, fuel surcharges, delivery charges, and any and all other charges or cost associated with the delivery of products to the delivery location specified on page 1. See item 7 of the attached Instructions to Bidders terms and Conditions for additional information regarding pricing.

**Total Contract Cost.** This solicitation is being done under the Small Procurement requirements of Alaska Statute 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, is NOT TO EXCEED \$50,000.00.

Orders may be placed against a contract resulting from this RFQ on an as-needed basis. While the State will make every effort to order items in pack/box/case lot quantities, the State does not guarantee a minimum or maximum size order, quantity of item to be purchased, or dollar amount to be spent, under a contract resulting from this RFQ.

**Supporting Information.** The State reserves the right to request supporting information and/or samples of the product(s) offered in response to this RFQ at its sole discretion. Supporting information provided must have enough detail for the State to determine that the offered product meets the minimum specifications of this RFQ. Failure to provide any requested information or samples within the timeframe designated by the Procurement Officer may result in the cancellation of the contract and award to the next lowest bidder.

**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 offeror 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 Veterans Affairs determines to award the contract(s) or order(s) resulting from this solicitation.

## RFQ Continuation - Specifications & Requirements RFQ 09-170007318

**Product Substitution.** Products offered in response to this RFQ must be the product the contractor intends to provide in a contract resulting from this RFQ. Product substitutions after award of a contract will be allowed if agreed to in writing by the DMVA/DAS Procurement Officer.

**Discontinued Item.** 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.

**Contract Payments.** Contract payments will be NET 30 days upon receipt of items 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.

**Method of Award.** Award will be made as **ONE LOT** base on Total Cost to the lowest responsive and responsible bidder. Bidders must bid on all items on the Price Schedule to be considered responsive. Failure to bid on all items will result in rejection of the quote. The State anticipates awarding a contract within 5 business days after quote closing date.

**Questions.** All questions concerning this RFQ must be in writing and directed to [MVADASProcurement@alaska.gov](mailto:MVADASProcurement@alaska.gov) or you may fax your questions to 907-428-7229. All questions must be submitted by 2 p.m., March 30<sup>th</sup>, 2017 via telephone at 907-428-7224, fax at 907-428-7229, or email at [MVADASProcurement@alaska.gov](mailto:MVADASProcurement@alaska.gov).

**Note:** Regarding **in-person delivery** of bids, quotes, or proposals: the DMVA/DAS Procurement Office is located on the Fort Richardson side of Joint Base Elmendorf-Richardson, a Federal military installation with restricted base access. As of July 11, 2014, DMVA/DAS Procurement staff **will no longer** meet the bidder or offeror at the Fort Richardson gate to pick up bids, quotes, or proposals. DMVA/DAS Procurement staff **will** arrange a base access pass for the bidder or offeror to deliver the bid, quote, or proposal.

If they wish to deliver a bid, quote, or proposal 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 [MVADASProcurement@alaska.gov](mailto:MVADASProcurement@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 one business day prior to the deadline set for receipt of bids, quotes, or proposals. A maximum of three names may be provided. DMVA/DAS Procurement will arrange a base access pass for the bidder or offer'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.

If mailing quote, envelopes containing quotes must be sealed, marked, and addressed as shown:

DMVA/DAS Procurement: RFQ 09-170007318  
49000 Army Guard Road, Suite B105B  
PO Box 5800, Joint Base Elmendorf-Richardson, AK 99505

It is the bidder or offer'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 bid, quote, or proposal 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 bids, quotes, or proposals 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 bid, quote, or proposal to the DMVA/DAS Procurement Office will result in rejection of the offer by the State.

**Quotes must be received by 2:00 p.m. Alaska time on April 4, 2017 to be considered responsive.** Late quotes will be rejected.

## Price Schedule

**\*\*We are estimating ordering various quantities (listed in description) of each item listed below per order, with approximately two orders per calendar year\*\***

Item	Description	Qty	Unit	Unit Price
1	<b>Shirt, Sweat, Small – Port &amp; Co. PC-78 Ash Gray</b> , or state approve equivalent, approximately 500 will be ordered. Item being offered:_____ Quantity per pack:_____	1	each	\$
2	<b>Shirt, Sweat, Medium – Port &amp; Co. PC-78 Ash Gray</b> , or state approve equivalent, approximately 500 will be ordered. Item being offered:_____ Quantity per pack:_____	1	each	\$
3	<b>Shirt, Sweat, Large – Port &amp; Co. PC-78 Ash Gray</b> , or state approve equivalent, approximately 500 will be ordered. Item being offered:_____ Quantity per pack:_____	1	each	\$
4	<b>Shirt, Sweat, X-Lg – Port &amp; Co. PC-78 Ash Gray</b> , or state approve equivalent, approximately 250 will be ordered. Item being offered:_____ Quantity per pack:_____	1	each	\$
5	<b>Shirt, Sweat, 2X-Lg – Port &amp; Co. PC-78 Ash Gray</b> , or state approve equivalent, approximately 91 will be ordered. Item being offered:_____ Quantity per pack:_____	1	each	\$
6	<b>Shirt, Sweat, 3X-Lg – Port &amp; Co. PC-78 Ash Gray</b> , or state approve equivalent, approximately 46 will be ordered. Item being offered:_____ Quantity per pack:_____	1	each	\$
7	<b>Shirt, Sweat, 4X-Lg – Port &amp; Co. PC-78 Ash Gray</b> , or state approve equivalent, approximately 26 will be ordered. Item being offered:_____ Quantity per pack:_____	1	each	\$
8	<b>Spandex Unisex, Small – Teamwork’s Style 4240 or 4546</b> , or state approve equivalent, approximately 20 will be ordered. Item being offered:_____ Quantity per pack:_____	1	each	\$
9	<b>Spandex Unisex, Medium – Teamwork’s Style 4240 or 4546</b> , or state approve equivalent, approximately 20 will be ordered. Item being offered:_____ Quantity per pack:_____	1	each	\$

10	<b>Spandex Unisex, Large – Teamwork’s Style 4240 or 4546</b> , or state approve equivalent, approximately 20 will be ordered. Item being offered:_____ Quantity per pack:_____	1	each	\$
11	<b>Spandex Unisex, X-Lg – Teamwork’s Style 4240 or 4546</b> , or state approve equivalent, approximately 12 will be ordered. Item being offered:_____ Quantity per pack:_____	1	each	\$
12	<b>Spandex Unisex, 2X-Lg – Teamwork’s Style 4240 or 4546</b> , or state approve equivalent, approximately 8 will be ordered. Item being offered:_____ Quantity per pack:_____	1	each	\$
13	<b>Spandex Unisex, 3X-Lg – Teamwork’s Style 4240 or 4546</b> , or state approve equivalent, approximately 6 will be ordered. Item being offered:_____ Quantity per pack:_____	1	each	\$
<b>**Vendors must bid on all line items to be considered Responsive**</b>		<b>TOTAL 1 - 13: \$</b>		

Company Name: \_\_\_\_\_

## OFFEROR'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. MANDATORY RETURN Amendment(s).**

Written acknowledgement of any MANDATORY RETURN amendment(s) issued for this RFQ; and

\_\_\_ **3. Price Schedule and Bidder Information.**

One completed and signed copy of the Price Schedule with Bidder Information attached to this RFQ; and

\_\_\_ **4. Completed Page 1 of this RFQ.**

One completed and signed copy of Page 1 of this RFQ.

**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. Offers' original comments should be sent to the purchasing authority listed on the front of this RFQ.

**2. QUOTATION FORMS:** Offers' shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.

**3. SUBMISSION:** Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.

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

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

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

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

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

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

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

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

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

**24. SUBCONTRACTOR(S):** Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

**25. FORCE MAJEURE (Impossibility to perform):** The parties to a contract resulting from this RFQ are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

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

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

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



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

**30. GOVERNING LAW; FORUM SELECTION:** A contract resulting from this RFQ is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 29 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**31. CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this quote the offeror certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

**32. CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this RFQ, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

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

**34. BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order within 30 days after receiving the complete goods or services ordered. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

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

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

**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 Proposal.

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Name and Title of Authorized Representative

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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 Proposal, 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 Proposal 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 set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal 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.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal 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.
7. 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 its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. 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.
9. 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.