

Request for Quotes (RFQ)
RFQ # VSW-MOU-2018-12

Village Safe Water Mountain Village Project
Heat Trace

CE2 Engineers, Inc.

Date of Release: 6/12/18

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1 Request for Quotes

CE2 Engineers, Inc. is soliciting quotes for Heat Trace for the City of Mountain Village. The Alaska Department of Conservation, Village Safe Water (VSW) Program is the City of Mountain Village authorized agent for this Request for Quotes (RFQ). CE2 Engineers, Inc. is authorized to conduct this RFQ on behalf of the VSW Program. Quotes will be received until 2 PM local Alaska Time, 6/19/18. Quotes received after the specified deadline will not be considered.

The Procurement Officer for this RFQ is:

Quentin Guthrie, Procurement Officer
CE2 Engineers, Inc.
8221 Dimond Hook Drive
Anchorage, AK 99507
Telephone: 907-349-1010
Email: qguthrie@ce2engineers.com

Questions regarding this RFQ shall be addressed in writing (email preferred) to the Procurement Officer. The deadline for submission of questions is 2 PM local Alaska Time, 6/14/18

Quotes shall be submitted by email to qguthrie@ce2engineers.com or mailed/delivered to the following address:

CE2 Engineers, Inc.
Attn: Quentin Guthrie, Procurement Officer
8221 Dimond Hook Drive
Anchorage, AK 99507

Fax quotes are not authorized for this RFQ and will not be accepted.

It is the responsibility of the offeror to confirm receipt of their quote by the Procurement Officer.

2 Instructions/Information to Offerors

2-1. Quote Submission and Required Documentation

Quotes shall be submitted by email to qguthrie@ce2engineers.com

or mailed/delivered to the following address:

CE2 Engineers, Inc.
Attn: Quentin Guthrie, Procurement Officer
8221 Dimond Hook Drive
Anchorage, AK 99507

Fax quotes are not authorized for this RFQ and will not be accepted.

It is the responsibility of the offeror to confirm receipt of their quote by the Procurement Officer.

Offerors must quote on all items on the Quote Schedule in order to be considered responsive to this RFQ. Failure to quote on all items on the Quote Schedule will disqualify the quote and cause the quote to be deemed non-responsive and therefore not considered.

Alternative quotes for anything other than what is required will be rejected unless any possible alternatives are allowed in this RFQ. By submitting a quote, the offeror agrees to the terms and conditions contained in this RFQ, and that the VSW Program has the sole discretion to interpret and enforce the terms and conditions of this RFQ.

Questions regarding this RFQ must be made in writing and received by the Procurement Officer before the deadline set for receipt of questions. 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 offeror prices.

Required Documentation from Offerors:

- Completed Quote Form (1 page) - **Section 4**
- Completed Quote Schedule (1 page) - **Section 5 & Section 6, Attachment A**
- Completed Federal Debarment Certification Form (1 page) - **Section 6, Attachment C**

Offerors that fail to submit the required documentation, as identified above, before the deadline set for receipt of quotes shall be deemed non-responsive.

Quotes shall be submitted on the forms provided (Quote Form and Quote Schedule) in

this RFQ and shall be signed by an individual authorized to bind the offeror to the provisions of this RFQ and its quote. Quotes submitted that fail to comply with these requirements shall be deemed non-responsive. Quoted prices shall be in U.S. funds and include all applicable fees and costs to provide all items identified on the Quote Schedule. The quote must include everything necessary to fulfill all of the requirements of this RFQ.

In the event of a difference between a price stated in words and a price stated in figures, the words shall govern. Math errors shall be corrected based on the criteria that words prevail over figures and that unit prices prevail over total prices (extensions of unit prices or quote summations). For purposes of quote comparison, no discounts will be considered.

2-2. Quote Preparation Costs

The VSW Program and CE2 Engineers, Inc. are not liable for any costs incurred by the offeror in quote preparation and submittal.

2-3. Correction and Withdrawal of Quote

Once a quote is submitted, no modifications to the quote will be considered after the deadline set for receipt of quotes. No corrections to entries on the Quote Form or Quote Schedule will be considered before the deadline unless the person signing the Quote Form and Quote Schedule initials the corrections. An offeror may choose to submit a revised quote to replace their initial quote if this action is completed prior to the deadline set for receipt of quotes.

2-4. Specifications

Unless otherwise specified in this 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 quote.

2-5. Warranty

The contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of at least 12 months. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the VSW Program. Quotes, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the VSW Program's rights under this warranty clause will be considered null and void. The VSW Program is not responsible for identifying conflicting warranty conditions before issuing a purchase order.

After award of the purchase order:

1. if a conflict arises between the supplemental warranty and the warranty clause in this

RFQ, the warranty clause in this RFQ will prevail; and

2. if the VSW Program's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the RFQ warranty clause will prevail.

By signature on the Quote Form and Quote Schedule the offeror acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

2-6. RFQ Addendums

Offerors shall acknowledge on the Quote Form their receipt of all RFQ addendums issued during the RFQ period. Failure to acknowledge addendums will result in the quote being deemed non-responsive.

2-7. Method of Award

The VSW Program reserves the right to reject any quote which is non-responsive, incomplete, or irregular; or any quote in which unit prices are unbalanced in the judgment of the VSW Program. The VSW Program reserves the right to waive any technicalities it deems appropriate in awarding the quote. The VSW Program reserves the right to reject any and all quotes.

2-8. Public Record

If an offeror determines there are trade secrets or other proprietary data in their quote which they do not wish made public, they must state so in writing to the Procurement Officer. The offeror must list the parts of their quote they consider confidential and the reasons they consider the information confidential. The Procurement Officer will review this request and make a determination. If the Procurement Officer agrees with the request for confidentiality, those portions of the quote will be kept in a confidential file and will not be released in response to public information requests.

2-9. Assistance to Offerors with a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this RFQ or participating in the procurement process. For more information, contact the Procurement Officer no later than 5 calendar days prior to the deadline set for receipt of quotes.

2-10. Federal Debarment Certification

Expenditures from a purchase order resulting from this RFQ 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 quote (by the offeror) that they have not been debarred or suspended from doing business with the federal government. Certification regarding debarment, suspension, ineligibility and voluntary exclusion lower tier covered transactions (see Section 6, Attachment C: Federal Debarment Certification Form) shall be completed and submitted with the quote. Quotes submitted without a completed Federal Debarment Certification Form shall be deemed non-responsive.

2-11. Protest Procedures

For information on VSW protest procedures, please refer to Section 6, Attachment B.

2-12. Human Trafficking

By signature on the Quote Form and Quote Schedule, the offeror certifies that the offeror is not established and 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 VSW Program to reject the quote as non-responsive or cancel the purchase order resulting from this RFQ.

2-13. Offerors Certification

By signature on the Quote Form and Quote Schedule, the offeror certifies that the offeror will comply with the following:

- a) The laws of the State of Alaska;
- b) The Clean Air Act and Water Pollution Control Act and the regulations issued thereunder by the federal government;
- c) The Copeland Anti-Kick Back Act and the regulations issued thereunder by the federal government;
- d) Section 6002 of the Solid Waste Disposal Act and the regulations issued thereunder by the federal government;
- e) The Clean Water Act and the regulations issued thereunder by the federal government;
- f) The Contract Work Hours and Safety Standards Act and the regulations issued thereunder by the federal government;
- g) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- h) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- i) The Civil Rights Act of 1964 and the regulations issued thereunder by the federal government;
- j) The Rehabilitation Act of 1973 and the regulations issued thereunder by the federal government;
- k) The Age Discrimination Act of 1975 and the regulations issued thereunder by the federal government;
- l) All applicable local, state and federal statutes, regulations, ordinances and codes, whether or not specifically mentioned herein.
- m) All terms and conditions set forth in this RFQ;
- n) A condition that the quote submitted was independently arrived at, without collusion, under penalty of perjury;
- o) That the offer will remain open and valid for at least 90 business days; and

- p) That programs, services and activities provided to the general public under a purchase order resulting from this RFQ conform with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [p] of this paragraph, the VSW Program will reject the quote or terminate the purchase order.

3 Award of a Purchase Order

3-1. Award of a Purchase Order

Award will be made to the lowest responsive and responsible offeror. Approval of a purchase order resulting from this RFQ is contingent upon legislative appropriation and federal funding. Acceptance of the offerors quote shall be by issuance of a purchase order. The offerors total quote amount shall be construed as its offer, pursuant to the quote documents, to be accepted by CE2 Engineers, Inc. CE2 Engineers, Inc. will not sign any vendor contract.

The contractor shall furnish the following documentation to the Procurement Officer before a purchase order is issued:

- Valid Alaska business license
(Note: an Alaska business license is not required if the offeror is located out of the State of Alaska and ships a product to Alaska or performs a service out of the State of Alaska)

3-2. Subcontractors

The contractor may not enter into any subcontracts without prior written approval from the VSW Program. Notwithstanding the approval of any subcontract, the contractor shall be solely responsible for the satisfactory performance of all subcontractors and subcontracted services and for the compensation of all subcontractors. The contractor shall be and remain liable for all costs and damages to the VSW Program and CE2 Engineers, Inc. caused by negligent performance or non-performance of the subcontracted services and shall indemnify, defend and hold harmless the City of Mountain Village, the VSW Program and CE2 Engineers, Inc. from and against any such claims or failures by subcontractors.

If the contractor uses any subcontractors, each subcontractor shall have a written agreement with the contractor ensuring each subcontractor agrees to comply with the terms and conditions of the RFQ and purchase order applicable to its scope of performance. That written agreement shall require each subcontractor meet and comply with all of the applicable provisions of the RFQ and purchase order, including but not limited to, the indemnity requirements, record keeping obligations, audit rights, and insurance requirements.

Should the contractor fail to require the subcontractors to meet and comply with all applicable provisions of the RFQ and purchase order, including but not limited to, the indemnity requirements, record keeping obligations, audit rights, and insurance requirements, and such failure damages the City of Mountain Village, the VSW Program or CE2 Engineers, Inc. in any way, the contractor shall indemnify, defend, and hold harmless the City of Mountain Village, the VSW Program and CE2 Engineers, Inc. against such damage. The contractor shall obtain proof of other insurance required from subcontractors and submit such proof to the VSW Program upon request.

3-3. No Additional Work or Materials

No claim for additional work or materials, not specifically provided in a purchase order resulting from this RFQ, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by a purchase order unless the work or material is ordered in writing by the VSW Program. Any such work or materials which may be done or furnished by the contractor, without a purchase order from the VSW Program, shall be at the contractor's own risk, cost and expense.

3-4. Title

The contractor warrants and guarantees that title to all material covered by any application for payment will pass to the VSW Program no later than the time of payment free and clear of any liens, security interests and further obligations.

3-5. Assignments

Assignment of rights, duties or payments under a purchase order resulting from this RFQ is not permitted unless authorized in writing by the VSW Program.

3-6. Governing Law

A purchase order resulting from this RFQ is governed by the laws of the State of Alaska. Any claim concerning the purchase order shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

3-7. Disputes

If a contractor has a claim arising in connection with a purchase order resulting from this RFQ that it cannot resolve with the VSW Program by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

3-8. Default

In case of default by the contractor, for any reason whatsoever, the VSW Program 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.

3-9. Inspectors

The VSW Program or its authorized representative shall be allowed access to all parts of the work at all times and shall be furnished with every reasonable facility for ascertaining whether or not the work is in accordance with the requirements and intent of the purchase order and RFQ.

3-10. Records Retention and Access

The VSW Program or its authorized representative and the federal awarding agency or its authorized representative have the right of access to any pertinent books, documents, papers, or other records of the contractor and its subcontractors, which are pertinent to the funding of a purchase order, in order to make audits, examinations, excerpts, and transcripts. Retention of all records is required for six (6) years after final payments by the VSW Program and all other pending matters are closed. The right of access shall last as long as the records are retained.

3-11. Force Majeure (impossibility to perform)

The parties to a purchase order 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 purchase order, 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.

3-12. Indemnification

To the fullest extent permitted by law, the contractor shall defend, indemnify and hold harmless the City of Mountain Village, Alaska, the State of Alaska, Department of Environmental Conservation, Village Safe Water Program and CE2 Engineers, Inc. from and against any claim of, or liability for error, omission or negligent act of the contractor under any purchase order resulting from this RFQ.

3-13. Order of Precedence

The terms and conditions of this RFQ and offerors quote shall become part of any purchase order resulting from this RFQ. The contractor may not add additional or different terms and conditions to the RFQ or any purchase order resulting from this RFQ. In the event of a conflict of provisions, the following order of precedence shall apply in resolving which provisions control:

1. Purchase order;
2. Any written amendment to the purchase order, with the more recent amendment taking precedence over the less recent amendment;
3. RFQ (includes RFQ attachments);
4. Offeror's quote.

3-14. Termination by the VSW Program for Cause

The purchase order may be terminated by the VSW Program if the contractor fails to perform in accordance with the terms and conditions of the RFQ and purchase order. The VSW Program shall first provide written notice to the contractor. The written notice shall state specifically how the contractor is not performing and will give a reasonable period of time for the contractor to get into compliance. If, after the time limit given in the written notice, the contractor is still not in compliance with the terms and conditions of the RFQ and purchase order, the VSW Program shall inform the contractor in writing that the purchase order has been terminated and from that point on, shall be excused from further obligations under the purchase order.

In case of such termination by the VSW Program for cause, the contractor shall be entitled to receive payment for goods received and approved by the VSW Program,

work executed and approved by the VSW Program and any other costs approved by the VSW Program.

3-15. Termination by the VSW Program for Convenience

The VSW Program may, at any time for good cause, terminate the purchase order for the VSW Program's convenience. This shall include, but is not limited to, such reasons as the VSW Program being unable to obtain adequate funding or the goods or services no longer being required. Upon receipt of written notice from the VSW Program of such termination for convenience, the contractor shall:

- Cease operations as directed by the VSW Program in the written notice;
- Take actions necessary, or that the VSW Program may direct, for the protection and preservation of the goods or work; and
- Except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and enter into no further subcontracts.

In case of such termination for the VSW Program's convenience, the contractor shall be entitled to receive payment for goods received and approved by the VSW Program, work executed and approved by the VSW Program and any other costs approved by the VSW Program.

4 Quote Form

RFQ # VSW-MOU-2018-12
VSW Mountain Village Project
Heat Trace

Company_____

Address_____

To the Department of Environmental Conservation, Village Safe Water Program and
CE2 Engineers, Inc.:

In compliance with your Request for Quotes (RFQ) # **VSW-MOU-2018-12** dated
6/12/18, the undersigned proposes to provide the items identified on the Quote
Schedule.

The undersigned hereby agrees that in the performance of any purchase order resulting
from this RFQ, the contractor shall 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.

The undersigned declares, under penalty of perjury under the laws of the United States,
that the quote submitted was independently arrived at without collusion.

The undersigned acknowledges receipt of the following addenda to the quote
documents (give number and date of each):

Addendum No. _____ Date Issued _____

Addendum No. _____ Date Issued _____

Addendum No. _____ Date Issued _____

Addendum No. _____ Date Issued _____

Addendum No. _____ Date Issued _____

Printed Name

Signature of Authorized Official

Title

Date

Phone Number

Email Address

5 Quote Schedule

**RFQ # VSW-MOU-2018-12
VSW Mountain Village Project
Heat Trace**

5-1. Quote Schedule

The Quote Schedule is contained in Section 6, Attachment A.

In the event of a difference between a price stated in words and a price stated in figures, the words shall govern. Math errors shall be corrected based on the criteria that words prevail over figures and that unit prices prevail over total prices (extensions of unit prices or quote summations). For purposes of quote comparison, no discounts will be considered.

Offerors must quote on all items on the Quote Schedule in order to be considered responsive to this RFQ. Failure to quote on all items on the Quote Schedule will disqualify the quote and cause the quote to be deemed non-responsive and therefore not considered.

Alternative quotes for anything other than what is required will be rejected unless any possible alternatives are allowed in this RFQ. By submitting a quote, the offeror agrees to the terms and conditions contained in this RFQ, and that the VSW Program has the sole discretion to interpret and enforce the terms and conditions of this RFQ.

Offerors shall include FOB transportation costs in the total cost column for each item on the Quote Schedule.

5-2. Packaging for Shipment –

All items on the Quote Schedule shall be suitably bundled and securely banded on pallets and skids, as appropriate, for ocean barge transport. Items shall be nested to the greatest practical extent to minimize the volume of the shipment. Bundles shall be covered with plywood or OSB board and shrink wrapped to protect the shipment. Smaller pieces shall be placed in crates for full protection and labeled. Every package shall have a label attached identifying contents and stating the following:

Village Safe Water Mountain Village Project
Heat Trace
Mountain Village, Alaska
Purchase Order No.: _____
Package No.: _____ of _____

5-3. Delivery Due Date

Heat Trace shall be delivered FOB Anchorage, Alaska by July 25, 2018.

CE2 Engineers, Inc. will contact the successful offeror and provide the physical address

for delivery of the Heat Trace after a purchase order has been issued.

5-4. Payment

The terms of the payment are 100%, upon delivery and inspection of materials or services and receipt of a properly documented invoice, payable within 30 days.

Send invoices to:

VSW Mountain Village Project

Attn: Doug Poage

555 Cordova Street, 4th floor

Anchorage, Alaska 99501

Phone: 907-269-7612

E-mail: doug.poage@alaska.gov

6. Attachments

- A. Quote Schedule (Section 5) – (1 page)
- B. Village Safe Water (VSW) Program Procurement Protest and Appeals – (2 pages)
- C. Federal Debarment Certification Form – (2 pages)

**ATTACHMENT A
QUOTE SCHEDULE**

**VILLAGE SAFE WATER MOUNTAIN VILLAGE PROJECT
HEAT TRACE**

Quote Item	Description of item/service	Unit	Quantity	Unit Weight (lbs.)	Total Weight (lbs.)	Unit Dimensions or Packaged Dimensions	Total Dimensions or Packaged Dimensions	Unit Cost (\$)	Total Cost (\$)
1	Pentair/Raychem Model 8BTV1-CT, Heat Trace, 8 Watts per Foot, 120 V	LF	7,000						
2	Pentair/Raychem Model 8BTV2-CT, Heat Trace, 8 Watts per Foot, 240 V	LF	280						
3	Pentair/Raychem Model E150 Heat Trace End seal Kit	EA	70						
4	Pentair/Raychem Model JBS-100, Heat Trace Power Kit	EA	70						
5	Freight cost	EA	1						
Note:	FOB CE2 Yard, Anchorage, AK by July 25, 2018								

Total Quote Amount in Words:

Total Quote Price in Numerals:

Offeror must indicate if they can meet the required delivery schedule:

Yes _____ No _____ **Alternate Delivery Due Date (if applicable)** _____

If the offeror cannot meet the delivery due date, the offeror can propose an alternate delivery due date which will be considered.

If the alternate delivery due date conflicts with the project's construction schedule, the quote may be found non-responsive and therefore not considered.

Company:

Business License Number:

Signature of Authorized Official:

Printed Name:

Title:

Date:

Phone Number:

Email Address:

ATTACHMENT B

Village Safe Water (VSW) Program Procurement Protest and Appeals

Per AS 36.30.550, an interested party has protest and appeal rights concerning VSW procurements including specifications, solicitations and purchase/contract award decisions. To ensure that all sources are provided due process, the following administrative procedure will be followed. The table below designates the Department of Environmental Conservation (DEC) employees who have the authority to investigate and issue decisions for VSW procurement protests and appeals based upon type and award value. An interested party shall first attempt to informally resolve any dispute concerning a VSW procurement with the VSW Project Manager. A dispute for example could include disagreement with an award decision in terms of a proposal's ranking during the Request for Proposals evaluation process. If not satisfied with that outcome, an interested party may submit a written protest with the following information:

- Name, address, fax number, email address and telephone number of the protestor;
- Signature of the protestor or their representative;
- Identification of the contracting agency and the solicitation or contract at issue;
- Detailed statement of the factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

VSW Small and Medium Procurements

<u>Protest Issue</u>	<u>Cost Range</u>	<u>Protest Decision Authority</u>	<u>Appeal Decision Authority</u>
Solicitation	< \$100,000	VSW Procurement Specialist	VSW Program Manager
Specification	< \$100,000	VSW Procurement Specialist	VSW Program Manager
Award Decision	< \$100,000	VSW Procurement Specialist	VSW Program Manager

VSW Large Procurements

<u>Protest Issue</u>	<u>Cost Range</u>	<u>Protest Decision Authority</u>	<u>Appeal Decision Authority</u>
Solicitation	> \$100,000	VSW Program Manager	DEC Facility Program Manager
Specification	> \$100,000	VSW Program Manager	DEC Facility Program Manager
Award Decision	> \$100,000	VSW Program Manager	DEC Facility Program Manager

If protesting a solicitation document including the content of a specification, the protest must be filed with the VSW Procurement Specialist not later than four (4) state business days before quotations, bids or proposals are due. Within one (1) state business day of receiving the protest, the VSW Procurement Specialist shall provide notice of the protest to all firms or persons that received the solicitation. The protest notice will include the required not later than date of the VSW decision by the applicable VSW decision authority.

If protesting a decision to cancel a solicitation or an award, purchase or contract, the protest shall be filed with the VSW Procurement Specialist within ten (10) calendar days of the date of the written Notice of Cancellation or Notice of Award. The deadline date cannot end on a weekend or state holiday. Within one (1) state business day of receiving the protest, the VSW Procurement Specialist shall provide notice of the protest to all firms or persons that received the solicitation. The protest notice will include the required not later than date of the VSW decision by the applicable VSW decision authority. The VSW Procurement Specialist shall acknowledge receipt of the protest to the protestor and to the apparent winner of the award as well as all other interested parties within one (1) state business day.

After protest receipt, the VSW Procurement Specialist or VSW Program Manager as applicable, shall take one of the following actions within fifteen (15) calendar days:

- a) Issue a written decision denying the protest including the specific reasons for the denial;
- b) Issue a written decision sustaining the protest in whole or in part and implementing an appropriate remedy.

If the protester is not satisfied with the protest decision, they may appeal the protest decision to the VSW Program Manager or DEC Facility Program Manager as applicable, depending on the type of procurement transaction and award value. The written appeal must be filed within ten (10) calendar days of the date of the protest decision. The deadline date cannot end on a weekend or state holiday. The appeal shall not raise any new issues that were not included in the written protest. An informal hearing on the protest appeal may be conducted by the VSW Program Manager or DEC Facility Program Manager as applicable to attempt to resolve the dispute. A written appeal decision on the appeal will be issued as follows:

- a) Issue a written decision denying the appeal including the specific reasons for the denial;
- b) Issue a written decision sustaining the appeal in whole or in part and implementing an appropriate remedy.

<u>Appeal Issue</u>	<u>Cost Range</u>	<u>Appeal Decision Authority</u>	<u>Legal Remedy</u>
Specification, Solicitation or Award	< \$100,000	VSW Program Manager	None – Appeal Decision is final
Specification, Solicitation or Award	> \$100,000	DEC Facility Program Manager	Litigation in Alaska Superior Court

ATTACHMENT C

Federal Debarment Certification Form

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.

Name and Title of Authorized Representative

Signature

Date

Federal Debarment Certification Form Instructions

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.