



## REQUEST FOR QUOTATION

### Kulis Snow Removal, Ice Control, and Lawn Care Service RFQ 09-190000012

Questions will be received until 4 p.m. Alaska time on,  
August 13, 2018

### PURCHASING OFFICE

Department of Military and Veterans Affairs  
Division of Administrative Services/Procurement  
Attn: RFQ 09-190000012  
P.O. Box 5800  
49000 Army Guard Road, Suite B105B  
JBER AK 99505

Page 1 of 23 Date August 1, 2018

### 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 Buyer's name and the RFQ number on the outside of the return envelope.

#### SERVICE LOCATION:

Kulis Alaska National Guard  
6700 Fox Runway, Building 52  
Anchorage, AK 99502

#### PROCUREMENT OFFICER:

Bobbi Brauneis  
PO Box 5800  
JBER, AK 99505  
Phone: 907-428-7224  
Fax: 907-428-7229.  
Email: [MvaDasProcurement@alaska.gov](mailto:MvaDasProcurement@alaska.gov),

### PURPOSE OF SOLICITATION

#### Snow Removal, Ice Control, and Lawn Care Service

**Requirement:** The State of Alaska, Department of Military and Veterans Affairs, Alaska National Guard Facilities Management Office is seeking competitive quotes from qualified vendors to provide snow removal, ice control, and/or lawn care service as outline in this RFQ. There will be two contracts resulting from this RFQ: Lot 1, Snow Removal and Ice Control services; Lot 2, Lawn Care Service.

**Period of Performance:** The initial period of performance for contract(s) resulting from the RFQ will be 1-year from the date of award with three 1-year renewal options, to be exercised at the sole discretion of the State under the same terms, conditions, and specifications as the original contract(s).

**Method of Award:** Award will be made by LOT based on Total Cost to the lowest responsive and responsible offeror. There are two Lots. Lot 1 is snow removal and ice control, and Lot 2 is lawn care services. Offerors may bid on one or both Lots, but must bid on all items of the Price Schedule within selected Lot(s) to be considered responsive.

**Questions:** All questions concerning this RFQ or the contents therein must be in writing and submitted to the DMVA/DAS Procurement office via email at [MvaDasProcurement@alaska.gov](mailto:MvaDasProcurement@alaska.gov). Questions must be received no later than 4:00 p.m. Alaska time on August 13, 2018

**Solicitation Closing Date and Time:** Quotes must be received no later than 2:00 p.m. Alaska time on August 16, 2018. Quotes may be mailed, faxed or emailed. See information on this page for mailing address, fax number and email address. Late quotes will not be accepted.

Continued on Next Page....

### THIS SECTION MUST BE COMPLETED BY VENDOR

Payment Terms: NET 30 days upon receipt of contractor's original invoice.

Company Name	Address	City	State	ZIP Code	Phone Number
Alaska Business License No.	Vendor Tax I.D. No.				
Signature		Date		Typed Name and Title	

## INSTRUCTIONS TO OFFERORS

**Federal Compliance Requirements.** This contract is being solicited using Federal program funding. Funding information is as follows:

**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 1 training prior to beginning any work on a contract resulting from this solicitation. The online based training is free and can be accessed at <http://jko.jten.mil/courses/at11/launch.html>. 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.

**Contract Prices.** Contract prices are to remain firm for the initial year of the contract and the possible three 1-year renewal options. Offered cost per service for each line item must include all charges or cost associated with the performance of these services. 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(s) resulting from this RFQ, including extensions or renewal options are **NOT TO EXCEED \$85,000.00 for both LOTS.**

**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.

**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 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](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 or 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.**

**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.

## **SPECIFICATIONS**

**Snow Removal & Ice Control Service** as well as **Lawn Care Services** at the KULIS Alaska National Guard Facilities, for the Department of Military and Veterans Affairs, Facility Management Office. This contract will provide snow removal and sanding on an as needed basis. The contract is performance based. The contractor shall provide for all supervision, materials, equipment, labor, and supplies to provide snow plowing, sanding, and snow removal to allow access to all of the identified facilities that the Department of Military and Veterans Affairs maintains in the KULIS areas.

**EQUIPMENT AND RESOURCES:** The contractor's equipment must be suitable for the performance of this contract and must meet all pertinent State, and Federal Safety Regulations. (Contact the project manager or designee for information on the applicable environmental regulations)

**SUPERINTENDENCE:** The contractor or his/her representative shall be on-site at all times during performance of work. The representative must be empowered to act for the contractor, must be fluent in both written and spoken English, and be competent to adequately perform the contracted services.

**SAFE PRACTICES:** Acceptable safe practices must be followed in the performance of the work. The contractor must comply with all standards prescribed by the State of Alaska, Department of Labor, and Division of Labor Standards and Safety. The safety of the public and employees of the building(s) are to be considered at all times.

**DEFECTIVE WORK:** (Damage and Protection) The contractor shall, at his/her own expense, remedy and correct any defect in his/her work when the defect is brought to his/her attention. The contractor shall, without additional cost to the State or Building Owner, make good and be fully responsible for all injury or damage to persons or property which may result from his/her fault or negligence or that of his/her employees. This includes damages resulting from the use of materials and equipment or from workmanship, which is inferior, defective, or not in accordance with the terms and conditions of this Request for Quote. Where or when a defect in the contractor's work could result in injury to a private citizen, Guard or State employee, the State reserves the right to immediately correct the deficiency, using the most expedient method available (State employee or private contractor), and deduct the cost incurred from monies owed the contractor.

**PETROLEUM SPILL AND LEAKAGE:** The contractor is responsible for all cleanup actions required as a result of spills or equipment leakage during the performance of this contract. If equipment is stored on site appropriate measures shall be taken to prevent leaks or spills (drip pans, absorbent pads or as needed) at the site during performance of this contract. Failure to take reasonable and responsive corrective action within 24 hours will result in the State taking corrective action under the DEFECTIVE WORK paragraph above.

**SPILL CONTROL:** The contractor has 12 hours to prepare and submit a Spill Information Collection Sheet whenever there is a suspected or confirmed leak, spills or release of oil, hazardous substances, or regulated substance, not previously identified in the Contract Documents.

This report shall be provided to the Project Manager within 12 hours.

**ACCIDENT REPORTING:** Notify the Contracting Officer as soon as practical, but not later than 4 hours after ALL accidents. Notification will include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.).

**WORK INSPECTIONS:** When required, the Contractor's project manager shall be prepared to make an inspection with the State's representative. Inspections with the State's representative will normally take place between 7:00 a.m. and 12:00 p.m. when required.

**CORRECTION OF DEFICIENCIES:** All corrections required must be accomplished within 24 hours of the deficiency. Any carryover of non-corrected deficiencies may be grounds for the State to declare the contractor in default.

**SERVICE CONTRACT DEFICIENCIES:** The Project Manager (PM) or designee will work with the contractor to resolve matters of deficiency by contacting the contractor and/or issuing a *Service Deficiency Claim (SDC)*. The contractor will correct any deficiency within twenty-four (24) hours after the inspection or, at the sole discretion of the PM or designee, an acceptable, alternate time. If the Contractor fails to appear for an inspection or a deficiency is not corrected within the stated period of time, the PM may hire another contractor to correct the deficiency and deduct that cost from the next payment due under the contract.

If the contractor fails to correct the deficiency within the required time, this will be considered a valid deficiency claim and the PM or designee will submit the Deficient Work Notification to the procurement office. The procurement office will issue a Cure Letter. This letter must identify the problem(s), citing relevant contract language and any corrective action required. This letter must also list the consequences for failing to correct the problem(s) and set a deadline after which the contractor may be found in default if corrective action is not taken.

If a contractor is issued more than two (2) Cure Letters in a 30-day period for the same deficiency, it will be grounds for the procurement officer to find the contractor in default and cancel the contract. If the contractor is issued three Cure letters in a 120-day period, and possible grounds to cancel the contract in its entirety.

**CONTRACTOR AND EMPLOYEE QUALIFICATIONS:** The Contractor and all employees shall be capable and experienced in the contract work to be performed. The State may require removal of any worker from the work area whose continued employment on the premises is deemed contrary to the public or State's best interest. The State may require that the Contractor and all employees to submit to fingerprinting and a background check. If required, it is the responsibility of the Contractor to ensure that this requirement is met two weeks after request. All cost involved will be borne by the Contractor. If identification cards are necessary, the cost will be borne by the Contractor.

**CONDUCT OF WORK:** All services shall be performed during the frequency schedules prescribed in this Request for Quote. All contract work shall be completed without interfering with the proper performance of State business or work being done by other contractors.

**PRIORITIES SCHEDULE:** The selected contractor will communicate with the state project manager or designee on what priorities to provide during the fulfillment of this agreement, e.g., which areas to receive serving first, second, etc.

**SERVICE LOCATIONS:**

KULIS Building 52 - CST (see bid schedule and maps). Other areas include sidewalks, roads, and other required bid information identified on the bid schedule.

## **GENERAL DESCRIPTION OF WORK:**

### **LOT 1**

#### **SCOPE OF WORK – SNOW REMOVAL AND ICE CONTROL SERVICE**

Contractor shall be responsible for the following:

1. Provide for all supervision, materials, equipment, labor, and supplies to provide snow plowing, sanding and snow removal to allow access to all of the identified facilities that the Department of Military and Veterans Affairs maintains within the identified fenced KULIS area compound area.
2. Sidewalks are inclusive of their assigned areas.
3. The Contractor is to monitor snow fall and commence plowing and cleaning of sidewalks in the areas designated on the attached maps when snow reaches a depth of three (3) to eight (8) inches unless otherwise directed by the Contracting Office or the authorized representative.
4. In the event of heavy snow accumulation during working hours, 7:00 a.m. – 4:00 p.m., the Contractor will be notified and expected to commence work within four (4) hours of notification.
5. Since the National Guard has drill periods on weekends, the Contractor will be required to provide snow plowing and sidewalk cleaning on some weekends as well as weekdays. A schedule of the drill periods will be provided to the selected lowest offeror. (NOTE: The state will not pay for contractor overtime costs, only the agreed upon costs of the contract.)
6. The Contractor must comply with all applicable State and Federal labor, wage and hourly rates, safety and associated laws, which have a bearing on the services provided.

**Response Time for Snow Plowing:** Successful contractor is to monitor snowfall and commence plowing when the snowfall reaches a depth of three (3) inches to eight (8) inches. If the snow reaches a depth of eleven (11) inches or more during a single snow event a second occurrence may be charged. If it snows an additional three (3) inches after the first respond-able event, the contractor will be paid for that response but that is all in a 24-hour period. The response time will be approximately four (4) hours from the snow event or call from the project manager or designated representative, and work completed within twelve (12) hours.

**Snow Event:** A snow fall resulting in an accumulation of three (3) to eight (8) inches of snow within a twenty-four hour period. Snow is snow and no difference or allowance for “wet snow”, “dry snow”, “drifted snow”, or “frozen or packed snow”.

**Response Time for Sanding:** As requested by the Project Manager or designated representative – within 4 hours of call out.

**Response Time for Snow Removal:** In the event piled snow needs to be physically moved from one area to another (use of loader and dump truck or side dumper), the response period will be one day from the time of the order by the project manager or authorized state official.

**Restoration:** All parking areas disturbed by snow removal activities shall be re-graded to form a level parking area and smooth transition to the roadway or sidewalk. This item will be considered incidental to the bid and no added compensation shall be allowed.

All lawn areas disturbed by snow removal activities shall be re-graded to form a smooth transition from the existing lawn to the roadway or sidewalk at a maximum slope of 6:1 and shall be treated by the application of black dirt and seed blanket. This item will be considered incidental to the bid and no added compensation shall be allowed.

Provide **pulverized** topsoil, seed blanket, and care of grass during establishment period for a complete surface restoration of lawns, parkways, and other areas disturbed as a result of the snow removal activities.

Provide watering, replanting and continue as necessary until a close healthy stand of specified grasses is established.

Scarify the compacted sub grade to a depth of 3 inches to receive the topsoil.

Provide a mixture of black dirt having at least 90 percent passing a No. 10 sieve, free of large roots, brush, sticks, weeds, stones larger than ¼ inch in diameter, and any other debris.

Spread at least 4 inches of prepared topsoil in areas of new grading raked smooth and level.

Grade flush with walks, curbs, and paving.

This item will be considered incidental to the bid and no added compensation shall be allowed.

**Historical Information:** Historically KULIS has about twenty (20) snow events (using the 3 – 8-inch protocol) per season and about ten (10) sanding events per season.

**Project Management or Designee:**

1. Coordination: It is the Contractor's responsibility to coordinate with the ARNG FMO Project Manager and facility occupants for gate keys and/or movement of vehicles or the other problems related with snow removal from any given area.
2. Disposal Sites: Snow generally does not need to be moved for any great distances as there are suitable disposal areas for most facilities at the end of most parking lots. Contractor shall ensure all Spoil (snow removed from areas under this contract) is pushed/hailed/stacked within the designated disposal sites to allow for placement of the nominal seasonal snowfall accumulation for the areas being serviced.
3. Prohibited Disposal Sites: Snow shall not be allowed to accumulate for any reason at any area that would restrict vision for intersections of roadways and driveways and intersections of roadways and parking lots. Snow shall not be plowed against any fence, buildings, equipment, telephone poles, fire hydrants, or storage containers without written authorization by the Contracting Office.

**Special Specifications.**

**Sanding**

1. Sanding will be ordered on an as needed basis for the areas identified on the bid schedule. The contractor will communicate with the project manager on when and what areas to sand.

2. Sand will be applied at approximately 0.0081 cubic feet of sand per one square yard of area (0.0003 cubic yards of sand per square yard or 30 cubic yards of sand per 100,000 square yards of sanded area). If weight is used as a measurement as opposed to volume, sand should be calculated at approximately 2600 pounds per cubic yard.
3. Contractor will provide documentation of quantities of sand delivered for each occurrence with scale tickets indicating weight or number of cubic yards delivered. If invoices from a sand supplier are used, the invoice cost should be deleted.
4. Sand size should be “F-chip”.
5. Potential bidders should pay particular attention to Lot 1, line f of the bid schedule which refers to Sand Sweeping at the end of each season. A blank in this area will be deemed a “No Charge” item similar to leaving any other specific area blank. If there is not entry, the contractor will be expected to perform this requirement without additional charge to the State.

**Priorities Schedule.** The selected contractor will communicate with the FMO project manager regarding which location receive servicing priority. The priorities may change from one occurrence to the next depending on conditions or scheduled use of the various areas. Under this guideline, all areas might not be sanded for each occurrence.

#### **Plowing Specifications for Roads.**

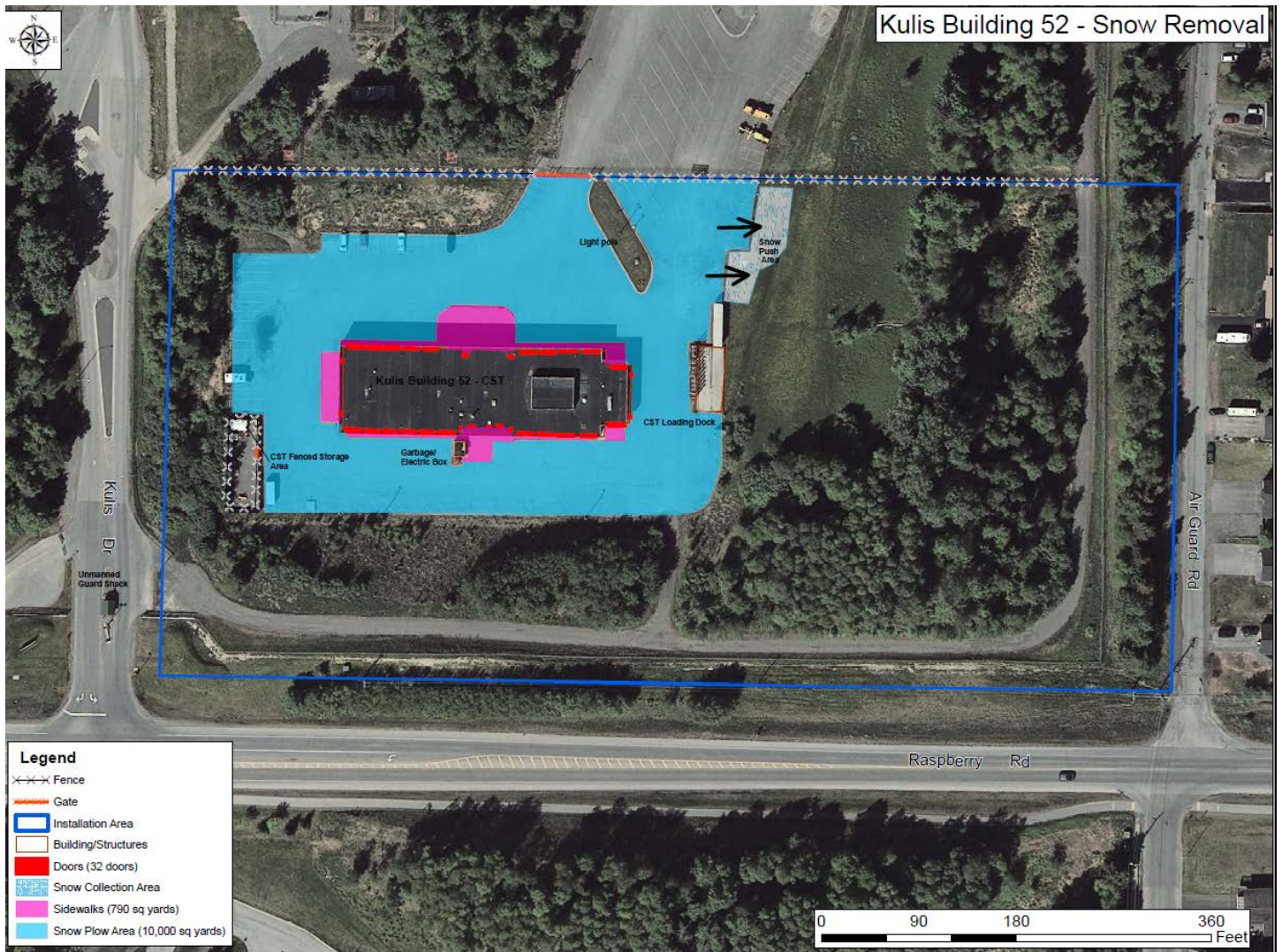
1. Roads are to be kept clear to a width to include two (2) feet outside the white painted lines (fog line) of the road edges. Where not fog line exist, roads are to be kept clear two (2) feet outside the road edges.
2. Maximum accumulated snow and ice on the road surfaces shall be less than 1-inch.
3. Plowing that does not meet the minimum depth and width requirements will be deemed deficient and the contractor will be required to correct the deficiency at no charge.

#### **Bid Schedule Entries, Invoices.**

1. When preparing Bid Schedule, potential bidders should make every effort to enter a price for each item of the bid schedule. If areas have been left blank, it will be determined by the procurement officer the area will be serviced at no charge.
2. The project manager may, at his/her discretion, choose to **NOT** have some areas serviced for a specific occurrence. Those decisions will be communicated to the contractor prior to work commencing.
3. Invoices will be based on the Bid Schedule and must be itemized by type of occurrence and date. All invoices must include a sequential number and efforts made to avoid duplication of a previous invoice number. Invoices shall be submitted no later than the third working day for the preceding month’s work, must include supporting sheets generated from the bid schedule, and emailed to [mvafmocontracts@alaska.gov](mailto:mvafmocontracts@alaska.gov).

**Minimum Equipment Requirements.** The contractor shall use at a minimum a ¾ ton vehicle to plow snow under a contract resulting from the RFQ. If a bucket loader is used, the minimum bucket size shall be 3 yards. Contractor’s failure to use equipment meeting these minimum size requirements will result in the issuance of A Service Deficiency Claim and may result in the cancellation of the contract.





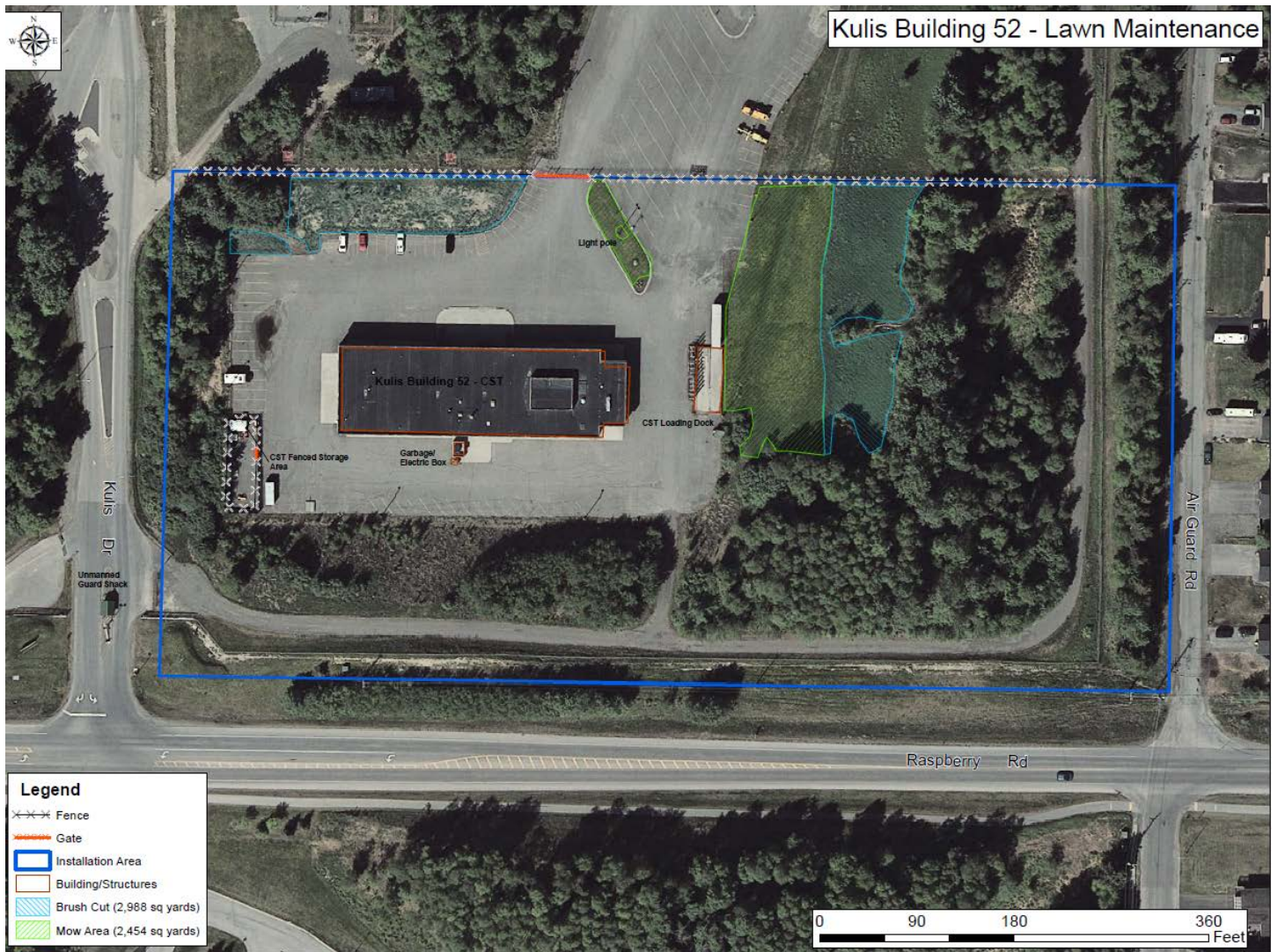


## **LOT 2**

### **SCOPE OF WORK – LAWN CARE SERVICE**

During the summer months (April – September), the contractor shall be responsible for the following:

1. Provide Spring and Fall clean up/seasonal preparation which will consist of at least one site visit in the spring after snow is melted and in the fall after growth stops and before the first snow fall. The site visits will entail the removal and disposal of all debris that has accumulated (leave, trash, dead plant debris, etc.) repairing of beds, parking bumpers, signs, etc. which have been knocked or bumped out of place.
2. All bed areas surrounding trees, shrubs, annuals, perennials, buildings, etc. will be weeded by hand as often as necessary to discourage unsightly weed growth.
3. Prune all trees to their intended growth and remove dead, broken and/or crossing over branches as needed. Shrubs are to be kept pruned to their intended form. All winter damage is to be removed from in, around, and under trees and shrubs during spring cleanup.
4. On a weekly basis the contractor will be responsible for:
  - a. Mowing all turf areas so that grass is a uniform height and does not exceed two (2) inches. If enough rain falls to make turf soggy, mowing may be postponed until turf has a chance to dry.
  - b. Walk around the property and pick up all debris.
  - c. Keep all areas free of weeds, by mechanical means only.
  - d. Edging will be done along walkways and curbs or wherever a power edger can be used.
  - e. String trimming (weed wacker) will be done on both sides of all fences so that grass is uniform height and does not exceed two (2) inches.
  - f. Blowing or sweeping of leaves and clippings out of all bushes, rock beds, and bark chip beds, sidewalks, and pavement.
  - g. Raking up and hauling away all trash, leaves, and debris.
5. Lawn care and landscape maintenance NOT under this scope of work and to be performed by state personnel:
  - a. Adding or providing bark and mulch to beds.
  - b. Chemical treatment of weed control.
  - c. Removing entire dead plants, shrubs, trees, etc.
  - d. Planting flower, trees, etc.
  - e. Adding, adjusting, or removing beds.
  - f. Hydro seeding or laying of sod and extra work to promote the new growth.



**BID SCHEDULE**  
**Kuliss Snow and Ice Control & Lawn Care**  
**RFQ 09-190000012**

Bid Schedule for a one-year period based on estimated service. Award will be made to the lowest responsive and responsible bidder based on the total below for all estimated services. By signing below, I agree to furnish all necessary labor, materials, and equipment. Work shall be accomplished in a workmanlike manner to the satisfaction of the Contract Administrator. You are NOT required to bid on both lots in order to be considered responsive.

ITEM NO.	DESCRIPTION	QTY.	Unit Price (Event)
<b>Lot 1</b>	<b>Snow Removal at <u>CST Facility (KULIS Bldg. 52)</u></b>		
d.	Plowing	Per Event	\$ _____ Per Event
e.	Sanding	Per Event	\$ _____ Per Event
f.	End of Season Sweeping	Per Event	\$ _____ Per Event
Total of Extended Price for Lot 1. a+b+c			\$ _____
<b>Lot 2</b>	<b>Grounds Maintenance <u>CST Facility (KULIS Bldg. 52)</u></b>		
a.	CST Facility (KULIS Bldg. 52)	Per Month	\$ _____ Monthly Rate
Total of Extended Price for Lot 2			\$ _____
Business Name: _____		Authorized Representative Name: _____	
Address: _____		Title: _____	
_____		Signature: _____	
Phone: _____		Date: _____	
Email: _____			

Quotes must be received by this office by 14:00 p.m. Alaska time on August 16, 2018 to be considered responsive. Late quotes will be rejected.

## **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.

**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. 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.



## **Federal 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

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
8. its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
9. 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.
10. 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.

**Section 801. Applicable Law.**

*The Successful Contractor will comply with the following Applicable Laws. To view any referenced Laws or Statutes in their entirety please contact the Project Management.*

**Section 802. Governing Regulations.**

This contract and the parties involved with this contract will comply with, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and NGR 5-1.

**Section 803. Nondiscrimination.**

This contract and the parties involved with this contract will comply with the following national policies prohibiting discrimination:

- A. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.
- B. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.
- C. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.
- D. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- E. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

**Section 804. Lobbying.**

- A. The State covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.
- B. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

**Section 805. Drug-Free work Place.**

This contract and the parties involved with this contract will comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

**Section 806. Environmental Protection.**

- A. The contractor and all parties, under this contract, agree that its performance under this Agreement shall comply with:
  - i. The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
  - ii. Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
  - iii. The Resources Conservation and Recovery Act (RCRA);
  - iv. The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
  - v. The National Environmental Policy Act (NEPA);
  - vi. The Solid Waste Disposal Act (SWDA));

- vii. The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
- viii. To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

**B.** In accordance with the EPA rules, the party further agrees to also identify to the awarding agency (*State of Alaska | Department of Military and Veterans Affairs | Facilities Management Office*) any impact this award may have on:

- i. The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
- ii. Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
- iii. Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
- iv. Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
- v. Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
- vi. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C. 300H-3).

#### **Section 807. Use of United States Flag Carriers.**

- A.** The contractor and the parties involved, under this contract, agree that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
- B.** The contractor and the parties involved, under this contract, agree that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

#### **Section 808. Debarment and Suspension.**

This contract and the parties involved will comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR Part 180, as implemented by the DoD in 2 CFR Part 1125. The State agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the State enters into transactions that are “covered transactions” under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR Part 1125.

#### **Section 809. Buy American Act.**

The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a, et seq.). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

#### **Section 810. Uniform Relocation Assistance and real Property Acquisition Policies**

The State covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

**Section 811. Copeland “Anti-Kickback” Act.**

The State and the contractor and all parties involved with this contract covenants and agrees that it will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland “Anti-Kickback” Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

**Section 812. Contract Work Hours and Safety Standards Act.**

The State and the contractor and all parties involved with this contract covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

**Section 813. Central Contractor Registration and Universal Identifier Requirements.**

The contractor and all parties involved with this contract agree to comply with the Central Contractor Registration and Universal Identifier Requirements as indicated below:

**Requirement for Central Contractor Registration (CCR)**

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

**A. Requirement for Data Universal Numbering System (DUNS) Numbers**

If you are authorized to make sub awards under this award, you:

- i. Must notify potential sub-recipients that no entity (see definition in paragraph C of this award term) may receive a sub-award from you unless the entity has provided its DUNS number to you.
- ii. May not make a sub-award to an entity unless the entity has provided its DUNS number to you.

**B. Definitions**

For purposes of this award term:

- i. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the [www.sam.gov](http://www.sam.gov) Internet site.
- ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and

- e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- iv. Sub-award:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - c. A sub-award may be provided through any legal agreement, including an agreement that you consider a contract.
- v. Sub-recipient means an entity that:
  - a. Receives a sub-award from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the sub-award.

## **Section 814. Reporting Sub-awards and Executive Compensation**

The contractor agrees to comply with the Reporting Sub-awards and Executive Compensation requirements indicated below:

### **A. Reporting of first-tier sub-awards**

- i. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).
- ii. Where and when to report.
  - a. You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrs.gov>.
  - b. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2012, the obligation must be reported by no later than December 31, 2012).
- iii. What to report. You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

### **B. Reporting Total Compensation of Recipient Executives.**

- i. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - a. the total Federal funding authorized to date under this award is \$25,000 or more;
  - b. in the preceding fiscal year, you received—
    - i) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,
    - ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,
    - a) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security



and Exchange Commission total compensation filings at  
<http://www.sec.gov/answers/execomp.htm>.)

- ii. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
  - a. As part of your registration profile at <https://www.sam.gov>.
  - b. By the end of the month following the month in which this award is made, and annually thereafter.

### C. Reporting of Total Compensation of Sub-recipient Executives

- i. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if—
  - a. in the sub-recipient's preceding fiscal year, the sub-recipient received--
    - i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
    - ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
    - iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- ii. Where and when to report. You must report sub-recipient executive total compensation described in paragraph c.1. of this award term:
  - a. To the recipient.
  - b. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

### D. Exemptions

- i. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- ii. Sub-awards; and,
  - a. The total compensation of the five most highly compensated executives of any sub-recipient.

### E. Definitions. For purposes of this award term:

- i. Entity means all of the following, as defined in 2 CFR part 25:
  - a. A Governmental organization, which is a State, local government, or Indian tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization;
  - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Sub-award:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iv. Sub-recipient means an entity that:
  - a. Receives a sub-award from you (the recipient) under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the sub-award.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - a. Salary and bonus.
  - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the

Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- d. Change in pension value. This is the change 'In present value of defined benefit and actuarial pension plans.
- e. Above-market earnings on deferred compensation which is not tax-qualified.
- f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**Contractor Acknowledgement and Acceptance:**

**Contractor Business:** \_\_\_\_\_

**Entity/Name:** \_\_\_\_\_

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**Signature – Authorized Representative**

**Date**

**- END of Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013**

**\*\*\*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. (PAGE 14)**

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 FMO Federally Funded Contracts Supplemental Requirements: (PAGE 21)**

One signed copy of the DMVA FMO Federally Funded Contracts Supplemental Requirements for the bidder; and

**\_\_\_ 3. MANDATORY RETURN Amendment(s). (IF ANY)**

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

**\_\_\_ 4. Bid Schedule and Bidder Information. (PAGE 10)**

One completed and signed copy of the Bid Schedule with Bidder Information attached to this RFQ.

**\_\_\_ 5. Completed Page 1 of this RFQ. (PAGE 1)**

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

**---END---**