

INVITATION TO BID (ITB) NUMBER 09-190000022



RETURN THIS BID TO THE ISSUING OFFICE AT:

Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
P.O. Box 5800
Joint Base Elmendorf-Richardson, Alaska 99505



THIS IS NOT AN ORDER

DATE ITB ISSUED: December 11, 2018

ITB TITLE: Alcantra Snow Removal and Lawn Care Services

SEALED BIDS MUST BE SUBMITTED TO THE DIVISION OF ADMINISTRATIVE SERVICES AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 2:00 PM ALASKA TIME, ON JANUARY 10, 2019, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive notification of subsequent amendments. Failure to contact the Procurement Office may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (1) the bidder has a valid Alaska business license, or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one of the following forms of evidence must be submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized statement that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default.

BRANDY L. HALVERSON

PROCUREMENT OFFICER

TELEPHONE NUMBER

907-428-7224

FAX NUMBER

907-428-7229

EMAIL ADDRESS

MvaDasProcurement@alaska.gov

COMPANY SUBMITTING BID

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

E-MAIL ADDRESS

ALASKA BUSINESS LICENSE NUMBER

FEDERAL TAX ID NUMBER

TELEPHONE NUMBER

STANDARD TERMS AND CONDITIONS

INSTRUCTIONS TO BIDDERS:

1. **INVITATION TO BID (ITB) REVIEW:** Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.
2. **BID FORMS:** Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.
3. **SUBMITTING BIDS:** Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

<p>Bidder's Return Address</p> <p>Department of Military and Veterans Affairs Division of Administrative Services Procurement Section 49000 Army Guard Rd, Suite B105B P.O. Box 5800 Joint Base Elmendorf-Richardson, AK 99505</p> <p>ITB No.: 09-190000022</p> <p>Opening Date: January 10, 2019 @ 2:00 PM AKST</p>
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ELECTRONIC BID SUBMISSION: Bids may be emailed to MvaDasProcurement@alaska.gov, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907) 428-7224 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

FAX BID SUBMISSION: Faxed bids will not be accepted.

4. **PRICES:** The bidder shall state prices in the units of issue on this ITB. 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 in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder 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:
5. **VENDOR TAX ID NUMBER:** If goods or services procured through this ITB 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.
6. **FILING A PROTEST:** A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing 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. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

CONDITIONS:

1. **AUTHORITY:** This ITB is written in accordance with AS 36.30 and 2 AAC 12.
2. **COMPLIANCE:** In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
3. **SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
4. **SPECIFICATIONS:** Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB 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.

5. **FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
6. **EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.
7. **BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.
8. **CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "*INSTRUCTION TO BIDDERS*", "*FILING A PROTEST*" above.
9. **CONTRACT FUNDING:** Bidders 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.
10. **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.
11. **ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
12. **SUBCONTRACTOR(S):** No subcontractors authorized.
13. **FORCE MAJEURE** (Impossibility to perform): The parties to a contract resulting from this ITB 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 ITB, 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.
14. **LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
15. **CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/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.
16. **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.
17. **DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this ITB 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.
18. **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 bid the bidder 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 and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
19. **SEVERABILITY:** If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
20. **GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 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.

SPECIAL CONDITIONS:

1. **ORDER DOCUMENTS:** Except as specifically allowed under this ITB, 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 ITB. 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 ITB.
2. **BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. 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. Invoices must be submitted no later than the fifteenth day of the following month in which work under this contract has been completed.
3. **CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

PREFERENCES:

Due to this solicitation having Federal Funding Sources, preferences will not be applicable in accordance with AS 36.30.890.

ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid Alaska business license. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing for information on these licenses.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>
Phone: (907) 465-2550
Email: license@alaska.gov

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

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

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

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

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

BIDDERS 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 Division of Administrative Services at one of the following numbers no later than December 31, 2018 to make any necessary arrangements.

Telephone: 907-428-7224
Email: MvaDasProcurement@alaska.gov

COMPLIANCE WITH ADA: By signature of their bid 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.

CONTRACT PERFORMANCE LOCATION: By signature on their bid, the bidder certifies that all services provided under this contract by the contractor shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive, or cancel the contract.

HUMAN TRAFFICKING: By signature on their bid, the bidder certifies that the bidder 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/g/tip/>

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

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the issuance of a one-year contract, with possible three one-year renewal options for Alcantra Snow Removal and Lawn Care Services.

PREBID CONFERENCE: There will be NO prebid conference.

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written

notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

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

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of the Procurement Specialists assigned to the Department of Military and Veterans Affairs (DMVA), Division of Administrative Services (DAS).

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.

INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.

Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsive and to reject the bid.

SUPPORTING INFORMATION: The state strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the contracting officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

NONDISCLOSURE AND CONFIDENTIALITY: Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

CONTRACT PERIOD: The length of the contract will be from the date of award through June 30, 2019, with the option to renew for three additional one-year terms at the same price, and under the same terms and conditions, as the original contract. Renewals are to be exercised solely at the discretion the state.

PRICE DECREASES: During the period of the contract all price decreases experienced by the contractor must be passed on to the state. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

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

F.O.B. POINT: N/A

SITE INSPECTION: Bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. The contact person is only empowered to allow bidders to view the work site. Any questions the bidders have must be directed to the procurement officer named on the front page of this ITB. The contact person cannot and will not answer bidder questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB.

SITE VISIT IS CURRENTLY SCHEDULE FOR December 27, 2018 AT 10:00 A.M. ALASKA TIME. The physical address is 3401 Est Bogard Road, Wasilla, Alaska 99654. Interested bidders will meet at the entrance to the main facility (with flag poles near the front entrance). Contact the Procurement Office for the Point of Contact for allowing access into locked fenced areas. No questions shall be asked during this site visit, if you should have any questions during the site visit, please e-mail the Procurement Office @ MvaDasProcurement@alaska.gov.

INVOICES: The contractor must submit monthly itemized invoices directly to the state agency that uses the contract. Invoices must be submitted no later than the 15th of the following month after service was received. Payment will only be made by the client state agencies directly to the contractors. **Failure to submit timely invoices may be cause for cancellation of the contract.**

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

CONTINUING OBLIGATION OF CONTRACTOR: Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

ESTIMATED QUANTITIES: The quantities referenced in this ITB are the state's estimated requirements and may vary more or less from the actual quantities. The state does not guarantee any minimum purchase.

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, maintenance and inspections. Service, maintenance and inspections that are improperly done will be done over, by the contractor, at the contractor's risk and expense.

CONTRACT CANCELLATION: The state reserves the right to cancel the contract at its convenience upon **30** calendar days written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

METHOD OF AWARD: Award will be made to the lowest responsive and responsible bidder.

FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the bid (by the bidder) 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 (Attachment 6) must be completed and submitted with your bid.

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

DMVA FMO FEDERALLY FUNDED CONTRACTS SUPPLEMENTAL REQUIREMENTS: Attached to this ITB is a copy of the State of Alaska, Department of Military and Veterans Affairs, Facilities Management Office Federally Funded

Contracts Supplemental Requirements. By their signature on this ITB the bidder agrees to comply with the requirements stated within these provisions.

Questions: All questions must be in writing and directed to the Department of Military and Veterans Affairs, Division of Administrative Services, Procurement Section via email at MvaDasProcurement@alaska.gov. Interested parties must confirm telephone conversations in writing. **Deadline for questions is 10:00 a.m. on January 4, 2019.**

SPECIFICATIONS

Snow Removal & Ice Control Service as well as **Lawn Care Services** at the Alcantra 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 Alcantra 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 procurement specialist for information on the applicable environmental regulations). It will be up to the vendor to determine the types of equipment and resources to meet the performance demands of this agreement.

SUPERINTENDENCE: The contractor or his 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 Invitation to Bid. 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 in a timely manner will result in the State taking corrective action under the DEFECTIVE WORK paragraph above.

SPILL CONTROL: The contractor shall immediately 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 Contracting Officer's Representative or Project Manager in an expeditious manner.

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.).

GENERAL DESCRIPTION OF WORK:

1. SCOPE - Snow Removal & Ice Control:

- a. 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 Alcantra area.
- b. Sidewalks are inclusive of their assigned areas.
- c. The Contractor is to monitor snowfall 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 his authorized representative.
- d. 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. (NOTE: The state will not pay for contractor overtime costs, only the agreed upon costs of the contract.)
- e. 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.

2. SCOPE – Lawn Care Services: During the summer months (Apr - Sept), the contractor shall be responsible for the following:

- a. The contractor shall provide a Spring and Fall clean up/seasonal preparation which will consist of at least one site visit in Spring after all snow is melted and in the Fall after growth stops and before first snow fall. The site visits will entail the removal and disposal of all debris that has accumulated (leaves, trash, dead plant debris, etc.) repairing of beds, parking bumpers, signs, etc. which have been knocked or bumped out of place.
- b. All bed areas surrounding trees, shrubs, annuals, perennial, buildings, etc. will be weeded by hand as often as necessary to discourage unsightly weed growth.
- c. The Contractor will 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.
- d. All grass shall be mulched unless specific permission to bag is given. Grass areas shall be thatched and aerated as needed to help water, air and nutrients to reach roots.
- e. On a weekly basis the Contractor will be responsible for:
 - 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).
 - Walk around the property to pick up all debris.
 - Keep all areas free of weeds (by mechanical means only).
 - Edging will be done along walkways and curbs or wherever a power edger can be used.
 - String trimming (Weed Wacker) will be done on both sides of all fences so that grass is a uniform height and does not exceed two (2) inches.
 - Blowing or sweeping leaves and clippings out of all bushes, rock beds and bark chip beds, sidewalks and pavement.
 - Raking up and hauling away all trash, leaves, and debris.
- f. Lawn care and landscape maintenance **not** under the scope of work:
 - Adding or providing bark and mulch to beds
 - Chemical treatment for weed control
 - Removing entire dead plants, shrubs, trees, etc.
 - Planting flowers, trees etc.
 - Adding, adjusting or removing beds.
 - Hydro seeding or laying sod and extra work to promote the new growth

3. PROJECT MANAGEMENT - The Project Manager's name and contact information will be identified in the contract.

- a. Coordination: It is the Contractor's responsibility to coordinate with the 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.

- b. 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.
 - c. Prohibited Disposal Sites: Snow shall not be allowed to accumulate for any reason at any area that would restrict vision for intersections of roadway 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.
4. **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.
5. **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.
6. **SERVICE CONTRACT DEFICIENCIES:** The contractor's failure to provide a service required by this contract will be grounds for the State to issue a **Service Deficiency Claim (SDC)** to the contractor. The SDC will be provided to the contractor in writing. The contractor will advise the State, in writing, of the corrective action being taken.
7. If a deficiency is not corrected within twenty-four (24) hours from the time it is issued, the State may issue another SDC and procure, from another contractor (or state staff) the services necessary to correct the deficiency. The contractor will then be obligated to reimburse the State for the amount required to correct the problem. The project manager will communicate the damages amount to the contractor prior to the next billing cycle. If a contractor gets more than three (3) substantiated SDCs in a 30-day period, it may be grounds for the State to declare the contractor in default.
8. **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 without delay. All cost involved will be borne by the Contractor. If identification cards are necessary, the cost will be borne by the Contractor.
9. **CONDUCT OF WORK:** All services shall be performed during the frequency schedules prescribed in this Invitation to Bid. All contract work shall be completed without interfering with the proper performance of State business or work being done by other contractors.
10. **PRIORITIES SCHEDULE:** The selected contractor will communicate with the state project manager on what priorities to provide during the fulfillment of this agreement, e.g., which areas to receive serving first, second, etc.
11. **RESPONSE TIME FOR SNOW PLOWING:** Three (3) inches to eight (8) inches per snow event. If snow accumulation reaches more than eight inches in one event and the contractor responds to the next three-inch snowfall, then the state will be charged for another response event. The response time will be approximately four (4) hours from the snow event or call from the project manager or authorized state official and work completed within twelve (12) hours.
12. **RESPONSE TIME FOR SANDING:** (As requested by the Project Manager or authorized state official – within 4 hours of call out)
13. **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.
14. **SNOW EVENT:** A snowfall resulting in an accumulation of three (3) to eight (8) inches of snow within a twenty-four-hour period. NOTE: If it snows an additional three (3) inches after the first responsible event, the contractor will be paid for that response but that is all (in a 24-hour period).
15. **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.
 - a. 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.
 - b. 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.
 - c. Provide watering, replanting and continue as necessary until a close healthy stand of specified grasses is established.
 - d. Scarify the compacted sub grade to a depth of three (3) inches to receive the topsoil.
 - e. 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.
 - f. Spread at least four (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.
16. **HISTORICAL INFORMATION:** Historically Alcantra has about twenty (20) snow events (using the 3 – 8-inch protocol) per season and about ten (10) sanding events per season.
17. **SERVICE LOCATIONS:** Alcantra Readiness center, and OMS (see bid schedule and map). Other areas include sidewalks, roads, and other required bid information identified on the bid schedule.

SPECIAL SPECIFICATIONS

1. SANDING – IMPORTANT DETAILS

- a. 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
- b. 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
- c. 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.)
- d. Sand size should be “F-chip.”
 - i. Stockpiling will be allowed to the South West of the FMS near the tree line provided the stockpile is covered, well maintained (using concrete barriers (contractor provided) for containment on three sides), and scale tickets are provided).

2. PRIORITIES SCHEDULE: The selected contractor will communicate with the FMO project manager regarding which locations 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.

3. PLOWING SPECIFICATIONS FOR ROADS:

- a. Roads are to be kept clear two (2) feet outside the road edges.
- b. Maximum accumulated snow and ice on the road surfaces shall be less than 1 inch.
- c. 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.

4. BID SCHEDULE ENTRIES, INVOICES:

- a. When preparing the **Bid Schedule**, potential bidders should make every effort to enter a price for each item in the BLUE areas of the spreadsheet. The **Bid Schedule** is provided in Excel format and is designed to minimize chances for errors. If the winning bid has areas that have been left blank, it will be deemed by the procurement officer that the area will still be serviced but there will be NO CHARGE for that area.
- b. The project manager may, at his discretion, choose to have some areas NOT serviced for a specific occurrence. Those decisions will be communicated to the contractor prior to the work actually being done.
- c. Invoices will be based on the **Bid Schedule** and must be itemized by type of occurrence, date, and building number. 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 months’ work, must include supporting sheets generated from the Bid Schedule, and emailed to mvafmocontracts@alaska.gov.

5. DESIGNATED AREAS TO MEASURE SNOW DEPTH:

- a. Successful contractor is to monitor snowfall and commence plowing when the snowfall reaches a depth of three (3) to eight (8) inches. If the snow reaches a depth of eight (8) inches or more a second occurrence may be charged.
- b. Minimum Equipment Requirements. The contractor shall use a minimum 3/4 ton vehicle to plow snow under a contract resulting from this ITB. If a bucket loader is used, minimum bucket size shall be 3 yards. Contractor's failure to use equipment meeting these minimum size requirements will result in issuance of a Service Deficiency Claim and may result in cancellation of the contract.
- c. Snow is snow and no difference or allowance made for “wet snow,” “dry snow,” “drifted snow,” or “frozen or packed snow.”

6. BID SCHEDULE

- a. Bid Schedule has Services billed monthly, amortize your bid schedule. The bid schedule shall accommodate pricing for;
 - i. Regular weekly moving services
 - ii. Initial spring cleanup, to include sweeping
 - iii. Fall cleanup
 - iv. 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.

7. STANDBY TIME

- a. No standby time will given

BID SCHEDULE
Alcantra Snow Removal and Lawn Care Services
ITB No. 09-19000022

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 LOTS. 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. Bidder's MUST BID ON ALL ITEMS within the Bid Schedule in order to be considered responsive.

LOT NO.	DESCRIPTION	UNIT	QTY.	PRICE
1	Snow Removal Services			
	Road #1 Plowing/Snow Removal	Per Occurrence	1	\$ _____
	Road #2 Plowing/Snow Removal	Per Occurrence	1	\$ _____
	Road #3 Plowing/Snow Removal	Per Occurrence	1	\$ _____
	Lot #1 Plowing/Snow Removal	Per Occurrence	1	\$ _____
	Lot #2 Plowing/Snow Removal	Per Occurrence	1	\$ _____
	Fenced Lot #1 Plowing/Snow Removal	Per Occurrence	1	\$ _____
	Fenced lot #2 Plowing/Snow Removal	Per Occurrence	1	\$ _____
2	Ice Control Services			
	Road #1 Sanding	Per Occurrence	1	\$ _____
	Road #2 Sanding	Per Occurrence	1	\$ _____
	Road #3 Sanding	Per Occurrence	1	\$ _____
	Lot #1 Sanding	Per Occurrence	1	\$ _____
	Lot #2 Sanding	Per Occurrence	1	\$ _____
	Fenced Lot #1 Sanding	Per Occurrence	1	\$ _____
	Fenced lot #2 Sanding	Per Occurrence	1	\$ _____
3	Sweeping			
	Lot #1 paved surface Sweeping	Per Occurrence	1	\$ _____
4	Lawn Care Services			
	Lawn Care Service	Per Month	1	\$ _____

Total of Combined Price for all LOTS (1+2+3+4): \$ _____

Business Name: _____
Address: _____

Phone: _____

Email: _____

Authorized Representative Name:
Title: _____
Signature: _____
Date: _____

BIDDER'S CHECKLIST

Bidders are strongly encouraged to use this checklist when assembling their bid package. **All required document must be received must be received by DMVA/DAS Procurement Office prior to the deadline for receipt of bids, or with the contractors bid package for their bid to be considered responsive:**

- 1. Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form.**
One signed copy of the Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form for the bidder; and
- 2. DMVA FMO Federally Funded Contracts Supplemental Requirements:**
One signed copy of the DMVA FMO Federally Funded Contracts Supplemental Requirements for the bidder; and
- 3. MANDATORY RETURN Amendment(s).**
Written acknowledgement of any MANDATORY RETURN amendment(s) issued for this ITB; and
- 4. Bid Schedules**
Completed and signed copy of the Bid Schedule; and
- 5. Completed Page 1 of this ITB.**
One completed and signed copy of Page 1 of this ITB.

ATTACHMENTS

1. Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction form.
2. DMVA FMO Federally Funded Contracts Supplemental Requirements.
3. Two (2) Maps

Attachment #1

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

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

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

1. The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this 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 or payment made on a contract involving Federal funds. Failure to do so will result in cancellation of the contract.

Instructions for Certification

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

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

Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013

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 Manager.

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:

A. 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.

B. 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.

C. 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 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.frsr.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.frsr.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

Signature – Authorized Representative

Date

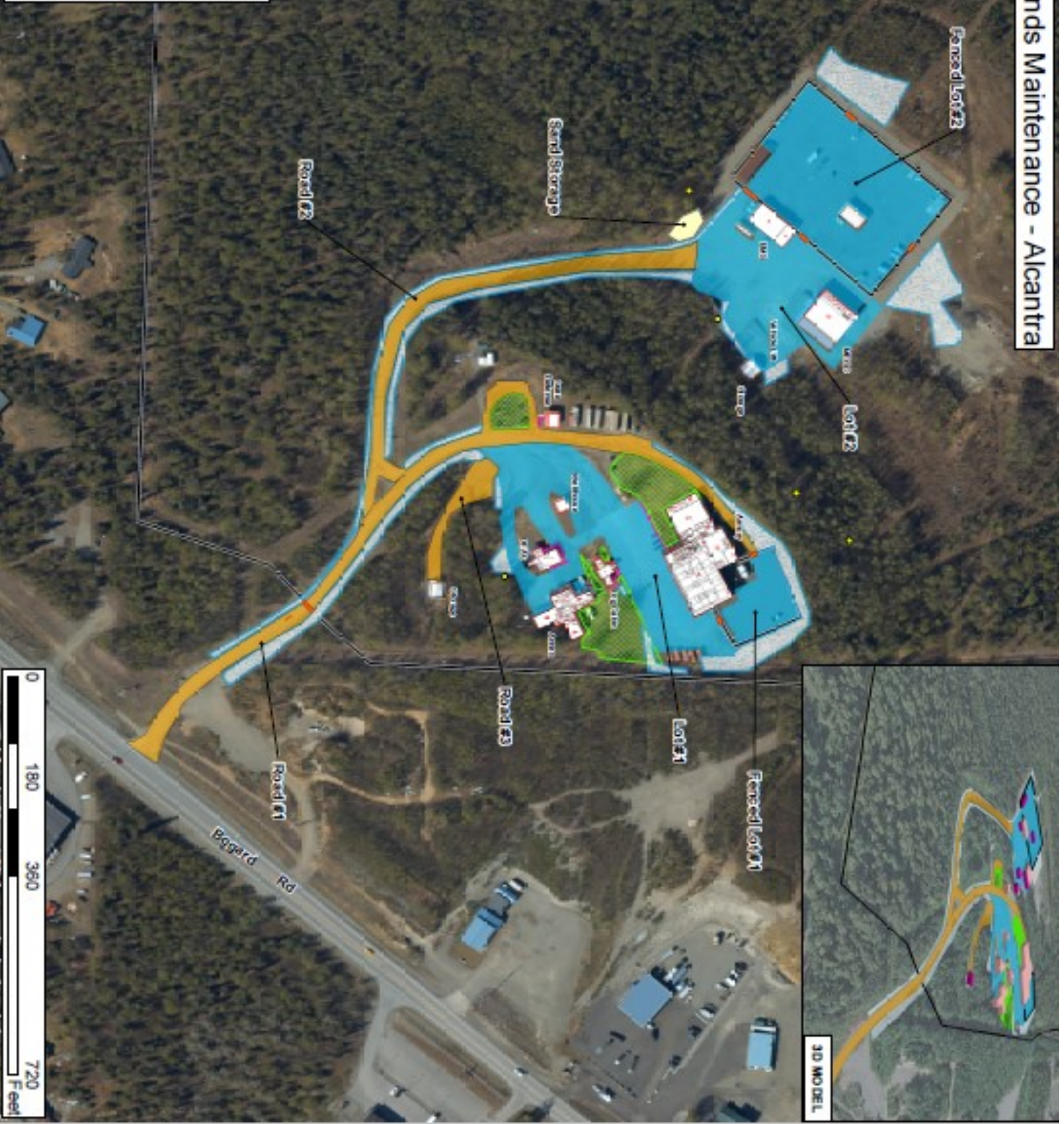


Snow Plow/Grounds Maintenance - Alcantara

Attachment 3

Legend

- Gate (5 gates)
- Septic
- Sidewalk
- Road (8,282 sq yards)
- Snow Plow Area
- Grounds Maintenance (3,179 sq yards)
- Structures
- Fence
- Vehicle Parking (20,786 sq yards)





Snow Plow/Grounds Maintenance - Alcantara

Legend

- Gate (5 gates)
- Septic
- Sidewalk
- Road (8,282 sq yards)
- Snow Push Area
- Grounds Maintenance (3,179 sq yards)
- Structures
- Fence
- Vehicle Parking (20,766 sq yards)

