

**STATE OF ALASKA RFQ NUMBER 210000053
AMENDMENT NUMBER 1**



Department of Military and Veterans Affairs
Division of Administrative Services
Attn: Thomas Johnson, Procurement Specialist I
P.O. Box 5308
Joint Base Elmendorf-Richardson, Alaska 99505

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: July 8, 2021

RFQ TITLE: Fort Wainwright Janitorial Services, Bldg. 2077 Hangar 7/8

This is a mandatory return amendment is being issued to change the mandatory walk-through date, question due date and closing date and to respond to a request received as of this date pertaining to RF 210000053. Offeror must return this signature page with their quote to be considered responsive.

1. Mandatory Walk-Through changed to July 19, 2021 at 10:30 - 11:00a.m. Alaska Standard Time.
2. Questions Due Date: Changed to no later July 25, 2021, 2:00p.m..
3. Closing Date extended until 2:00p.m. July 29, 2021.
4. Request: Requesting a copy of the awarded contract from previous year for the same bid. I'd like to review the current contract's pricing detail and other information.
Response: Previous year contract attached to this Amendment (1).

NAME OF COMPANY

SIGNATURE

DATE

Signed copy on file
Thomas Johnson
Procurement Specialist I
PHONE: (907) 428-7223
EMAIL: MvaDasProcurement@alaska.gov

-- END OF AMENDMENT 1 --

STANDARD CONTRACT FORM

Goods and Non-Professional Services

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number CT 200000001	2. Contract Title Fort Wainwright Janitorial Services	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number MMP14098	6. IRIS GAE Number (if used)	7. Alaska Business License Number 1019314	
This contract is between the State of Alaska,			
8. Department of Military and Veterans Affairs		Division Administrative Services	hereafter the State, and
9. Contractor Miranda's Mess Patrol, Inc.			hereafter the Contractor
Mailing Address	Street or P.O. Box 211 Kody Dr	City Fairbanks	State AK
			ZIP+4 99701

10.	
ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. 1.2 RFQ 190000108 with amendments incorporated by reference. 1.3 Accept Quote from Miranda's Mess Patrol, Inc. incorporated by reference. ARTICLE 2. Performance of Contract: 2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance. 2.2 Appendix B1 sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the scope of work/services to be performed by the contractor. 2.4 Appendix D sets forth the payment provisions. ARTICLE 3. Period of Performance: The period of performance for this contract begins July 1, 2019 and ends June 30, 2020. There is one (1) renewal option to be exercised at the sole discretion of the State. ARTICLE 4. Considerations: 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$30,000.00 in accordance with the provisions of Appendix D. 4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:	
11. Department of Military and Veterans Affairs	Attention: Division of ARNG FMO HQ
Mailing Address P.O. Box 5800	Attention: Thomas Minelaga

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm Miranda's Mess Patrol, Inc.	Department/Division Military and Veterans Affairs/Administrative Services
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer Bobbi Brauneis
Date	Date

APPENDIX A

GENERAL CONDITIONS

1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

3. Disputes:

If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620-AS 36.30.632.

4. 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.

5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

8. Payment of Taxes:

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

9. Compliance:

In the performance of this contract, 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.

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

12. Contract Prices:

Contract prices 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 for services must be 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.

13. Contract Funding:

Contractors 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.

14. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, 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.

15. Contract Extension:

Unless otherwise provided, the State and the 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. 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.

17. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

18. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

APPENDIX B¹ INDEMNITY AND INSURANCE

Article 1. 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.

Article 2. 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.

2.1 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.

2.2 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 claim.

2.3 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 claim.

APPENDIX C SCOPE OF WORK

Miranda's Mess Patrol, Inc. is to provide janitorial services as specified in RFQ 190000108, with amendments and in their accepted quote. Contractor shall furnish all necessary labor, supervision, equipment, supplies and materials required to perform the custodial services.

Period of Performance: This initial period of performance will be from July 1, 2019 through June 30, 2020. There is one (1) renewal option to be exercised at the sole discretion of the State, under the same terms and conditions, and specifications as the original contract.

Project Management: The Project Manager (PM) for this contract will be Christopher Capps of the Department of Military and Veterans Affairs (DMVA), Army National Guard Facilities Management Office (ARNG FMO). Mr. Capps will be responsible for the day-to-day interaction with the contractor in the performance of this contract. Mr. Capps may be reached by phone at (907)428-719, or by email at chris.capps@alaska.gov. Mr. Capps has no authority to fiscally or otherwise modify or amend this contract.

Contract Management: Overall contract management is the responsibility of the Procurement Officers assigned to the State of Alaska, Department of Military and Veterans Affairs (DMVA), Division of Administrative Services (DAS), Procurement Section. DAS Procurement staff may be reached by phone at (907)428-7224, or by email at MvaDasProcurement@alaska.gov. DAS procurement staff have full authority to modify or amend this contract.

Insurance: A current proof of insurance must be on file with the DAS Procurement office during the current period of performance, and any exercised renewal options. Failure to furnish satisfactory evidence of insurance or a lapse in the policy is a material breach of contract and shall be grounds for termination of the contractor's services.

APPENDIX D PAYMENT PROVISIONS

The State will make payments upon receipt of required services and an original contractor's invoice. Invoices shall be submitted by the 10th of the following month after receipt of services. Payments will be NET 30 calendar days.

Invoices are to be emailed to mvaafmocontract@alaska.gov. Subject line of the email will include the contract number and invoice number.

Per the accepted quote to RFQ 190000108, contract costs will be as follows:

1. Fort Wainwright Janitorial Services.
 - a. Janitorial Services as defined in the Scope of Work, 1 x per month: \$997.00 per month
 - b. Additional Day (Daily Tasks): \$75.00 per day
 - c. Scrub Rest/Shower Room Floors, 3 x per year: \$0.00 per service
 - d. Scrub Main Floors, 3 x per year: \$75.00 per service
 - e. Wash Exterior Windows, 2 x per year: \$0.00 per year

STATE OF ALASKA

BILATERAL AMENDMENT TO STANDARD CONTRACT FORM

Goods and Non-Professional Services

1. Agency Contact Number
CT 200000001
2. Contract Title
Ft Wainwright Janitorial Service
3. Optional Renewal? ☐ Yes ☒ No
4. Agency Fund & Appropriation Code
5. IRIS GAE Number (if used)
6. Amendment No.
Two (2)

This agreement is between the State of Alaska,

7. Department of
Military and Veterans Affairs hereafter the State, and

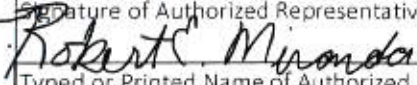
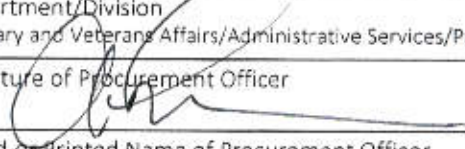
8. Contractor
Miranda's Mess Patrol hereafter the Contractor

Mailing Address	Street or P.O. Box	City	State	ZIP Code
	211 Kody Dr.	Fairbanks	AK	99701

9. This Amendment Serves To:

- A. Exercise a month-to-month option under the current contract, effective July 1, 2021 to July 31, 2021.
- B. Extension of this contract is subject to the availability and appropriation of funds as stated in the terms and conditions.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

10. CONTRACTOR	11. CONTRACTING AGENCY
Name of Firm Miranda's Mess Patrol	Department/Division Military and Veterans Affairs/Administrative Services/Procurement Office
Signature of Authorized Representative 	Signature of Procurement Officer 
Typed or Printed Name of Authorized Representative Robert E. Miranda	Typed or Printed Name of Procurement Officer Angela Laflamme, Procurement Specialist II
Date Jun 23, 2021	Date 6/29/21

STATE OF ALASKA RFQ NO. 09-190000108
AMENDMENT NUMBER 2



RETURN THIS AMENDMENT TO THE ISSUING OFFICE AT:

Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
49000 Army Guard Road, Suite B105B
P.O. Box 5800
Joint Base Elmendorf-Richardson, Alaska, 99505



RFQ TITLE: Fort Wainwright Janitorial Services

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: June 17, 2019

Bid Time and Date remains the same @ June 17, 2019 at 2:00 p.m. Alaska Standard Time.

1. **Question:** According to the floor plan included as attachment #3, which area is considered the "main" area?

Answer: The Fort Wainwright hanger is 100% concrete floors that are painted. There is only one floor area, the main floor. Main floor area is the main floor, the first floor and the ground floor. Main floor area is 7500 square feet in area. Per schedule for tasks the main floors:

- Mopped each service
- Buffed weekly
- Scrubbed three times a year

This is a **mandatory** amendment return/acknowledgement and must be signed and submitted with your bid. All other terms and conditions remain the same.

****END****

Miranda's Mess Patrol
Name of Company
Ruben E. Miranda
Representative's Signature
6/17/2019
Date

Brandy L. Halverson
Brandy L. Halverson
Procurement Specialist II
Direct: (907) 428-7222
Main: (907) 428-7224
Email: MvaDasProcurement@alaska.gov

BID SCHEDULE
Fort Wainwright Janitorial Services
RFQ 09-190000108

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.

ITEM NO.	DESCRIPTION	QTY.	Unit Price (per service)	EXTENDED PRICE
I				
a.	Fort Wainwright Janitorial Services (As defined in Scope of Work) 1 time per week	Per Month	\$ <u>997.00</u>	\$ <u>11,964</u> per year
b.	Additional day (Daily Tasks)	1 Day	\$ <u>75.00</u>	\$ <u>75.00</u> per day
c.	Scrub Rest/Shower Room Floors	3x Per Year	\$ <u>0</u>	<u>0</u> per occurrence
d.	Scrub Main Floors	3x Per Year	\$ <u>75.00</u>	\$ <u>225.00</u> per occurrence
e.	Wash Exterior Windows	2x Per Year	\$ <u>0</u>	\$ <u>0</u> per occurrence
Total of Extended Price for Item I. a+b+c+d+e:				\$ <u>12,264</u>
Business Name: <u>Miranda's Mess Patrol</u>		Authorized Representative: <u>Robert E. Miranda</u>		
Business Address: <u>211 Kody Dr</u>		Title: <u>OWNER</u>		
<u>Fairbanks, AK - 99701</u>		Signature: <u>Robert E. Miranda</u>		
Phone: <u>907-378-9814</u>		Date: <u>6/17/2019</u>		
Email: <u>Robert.MirandaMessPatrol@outlook.com</u>				

Quotes must be received by this office by June 13, 2019 2:00 p.m. Alaska time on to be considered responsive. Late quotes will be rejected.

STATE OF ALASKA RFQ NO. 09-190000108
AMENDMENT NUMBER 1



RETURN THIS AMENDMENT TO THE ISSUING OFFICE AT:

Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
49000 Army Guard Road, Suite B105B
P.O. Box 5800
Joint Base Elmendorf-Richardson, Alaska, 99505



RFQ TITLE: Fort Wainwright Janitorial Services

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: June 13, 2019

DATE OF BID IS EXTENDED from June 13, 2019 at 2:00 p.m. Alaska Standard Time to June 17, 2019 at 2:00 p.m. Alaska Standard Time.

1. **Question:** What is the current amount of consumables being used?

Answer: Consumables quantities are unknown at this time, as this is our first janitorial service to the building.

2. **Question:** What is the amount that was awarded to the current contractor?

Answer: No current contractor is cleaning the facility.

3. **Question:** Is it expected that all dispensers, regardless of type be filled with consumables? Some of the dispensers contain items that are expensive such as jumbo toilet paper.

Answer: Bathroom consumables in toilet stalls. Toilet paper shall be available in each toilet stall. There may be two different types of toilet paper dispensers available in the stalls in some instances, regardless of the style of dispenser the contractor chooses to fill, toilet paper is to be supplied in the stalls per the contract, the contractor can choose which dispenser to fill since it is not specified.

4. **Question:** The contract calls for light bulb replacement; however, the unit requires T-12 lightbulbs which are no longer available or being made, is the unit that contains these types of lightbulbs going to be replaced.

Answer: Delete Specifications, page 11, section 14 Light Bulbs. Contractor will NOT be required

5. **Question:** During the walkthrough, we were told that additional garbage bags containers located inside the hangar must be emptied, will this additional be added to the scope of work requirements?

Answer: Per bid documents the Hangar is off limits. See attachment #3.

6. **Question:** Can you provide a floor map that shows what is considered the main area with square footage?

Answer: See attachment #3.

STATE OF ALASKA RFQ NO. 09-190000108
AMENDMENT NUMBER 1

This is a mandatory amendment return/acknowledgement and must be signed and submitted with your bid.

All other terms and conditions remain the same.

****END****

Miranda's Moss Patrol
Name of Company
Robert E. Miranda
Representative's Signature
6/17/2019
Date

Brandy L. Halverson
Brandy L. Halverson
Procurement Specialist II
Direct: (907) 428-7222
Main: (907) 428-7224
Email: MvaDasProcurement@alaska.gov



REQUEST FOR QUOTATION

Fort Wainwright Janitorial Services

RFQ No. 09-190000108

Questions will be received until June 11, 2019 @

4:00 p.m. Alaska Time

PURCHASING OFFICE

DMVA/DAS Procurement Office

PO Box 5800

49000 Army Guard Rd Suite B105B

JBER, AK 99505

Page: 1 of 24

Date: May 24, 2019

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.

LOCATION:

Hagar 7-8, Building 2077

Ft. Wainwright, Alaska 99703

BUYER: Brandy L. Halverson

49000 Army Guard Road, Suite 105B

Anchorage, Alaska 99505

Phone 907-428-7224

MvaDasProcurement@alaska.gov

VENDOR QUOTATION

Description

Requirement: The State of Alaska, Department of Military and Veterans Affairs (DMVA), Alaska Army National Guard Facility Management Division is seeking competitive quotes for janitorial services at the Fort Wainwright Building 2077- Hangar 7/8 as specified within this Request for Quotes (RFQ).

Method of Award: Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

Solicitation Closing Date & Time: Quotes must be received no later than **2:00 p.m. Alaska time on June 13, 2019**. Late quotes will not be accepted.

Questions: Questions concerning this RFQ or contents therein must be submitted in writing and emailed to MvaDasProcurement@alaska.gov and must be received no later than **4:00 p.m. Alaska time on June 11, 2019**.

Walk Through: There will be a one-time MANDATORY walkthrough scheduled for **June 5, 2019 at 10:00 a.m.** at the Location listed above in the Location Address. There will be NO QUESTIONS answered during this walkthrough. Questions must be submitted in writing to MvaDasProcurement@alaska.gov.

Period of Performance: The period of performance for a contract resulting from this RFQ will begin approximately on **June 17, 2019 and end on June 16, 2020**. There may be one-year renewal option which will be exercised at the sole discretion of the State under the same terms, conditions, and specifications as the original contract.

THIS SECTION MUST BE COMPLETED BY VENDOR

Payment Terms: **NET-30**

Company Name

Address

City

State

ZIP Code

Phone Number

Alaska Business License No:

IRIS Vendor Number:

Email Address:

Signature

Date

Typed Name and Title

RFQ Continuation - Specifications & Requirements

RFQ # 09-190000108

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

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.uscontractorregistration.com/sam. It is strongly recommended that bidders register with SAM before submitting a quote in response to this RFQ. Failure to register with SAM before submitting a quote will not impact evaluation of quotes received in response to this RFQ, however, it may delay award of the contract and of any orders placed under the contract until proof of registration is confirmed by the DMVA/DAS Procurement Office.

Preferences – Because federal funds will be used in the procurement of products under a contract resulting from this RFQ, State of Alaska Offeror, Bidder, Veteran and other preferences will not apply per 2 CFR 200.319(b).

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 <https://atlevel1.dtic.mil/at>. Failure of a contractor, subcontractor or their employees to complete this training will not impact evaluation or award of a contract resulting from this solicitation.

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.

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 award the contract(s) or order(s) resulting from this solicitation.

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

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

RFQ Continuation - Specifications & Requirements

Submitting Quotes: Quotes may be emailed to MvaDasProcurement@alaska.gov, no later than the date and time listed on page one of this RFQ and must contain the RFQ number in the subject line of the email. Emailed quotes 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 quote exceeds this size, the quote 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 offeror's responsibility to contact the issuing office at (907) 428-7224 to confirm that the quote has been received. Failure to follow the above instructions may result in the quote being found non-responsive and rejected.

INSTRUCTIONS TO BIDDERS

Terms and Conditions

1. **REQUEST FOR QUOTATION (RFQ) REVIEW:** Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ.
2. **QUOTATION FORMS:** Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.
3. **SUBMISSION:** Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.
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, manufacture 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.

BID SCHEDULE
Fort Wainwright Janitorial Services
RFQ 09-190000108

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.

ITEM NO.	DESCRIPTION	QTY.	Unit Price (per service)	EXTENDED PRICE
1				
a.	Fort Wainwright Janitorial Services (As defined in Scope of Work) 1 time per week	Per Month	\$ _____	\$ _____ per year
b.	Additional day (Daily Tasks)	1 Day	\$ _____	\$ _____ per day
c.	Scrub Rest/Shower Room Floors	3x Per Year	\$ _____	_____ per occurrence
d.	Scrub Main Floors	3x Per Year	\$ _____	\$ _____ per occurrence
e.	Wash Exterior Windows	2x Per Year	\$ _____	\$ _____ per occurrence
Total of Extended Price for Item 1. a+b+c+d+e:				\$ _____

Business Name: _____ Business Address: _____ _____ Phone: _____ Email: _____	Authorized Representative: _____ Title: _____ Signature: _____ Date: _____
--	---

Quotes must be received by this office by June 13, 2019 2:00 p.m. Alaska time on to be considered responsive. **Late quotes will be rejected.**

SPECIFICATIONS

PERFORMANCE REQUIREMENTS:

1. WORK SCHEDULE: Services are to be performed one (1) day a week in designated area(s) on Thursdays between the hours of 10:00am and 4:30pm Alaska Standard Time. If a service day falls on a holiday, services shall be performed generally on the next DMVA working day, in some instances it may be necessary to perform the work the working day before the holiday. The contractor will coordinate a schedule of frequency and time of service with the Project Manager (PM) and Permanent Tenant for other services such as stripping, waxing and carpet cleaning. In the event it is necessary for the State to change the schedule for any or all of the services under this contract, after notification the contractor will have seven calendar days to have the new schedule in effect. At the start of the contract, the contractor will provide the number of man hours and employees that are needed to perform the weekly and bi-weekly services for the building and designated areas, this will determine the schedule that will be used and approved by the PM and Permanent Tenant.

2. MANAGER, EMPLOYEES & SUPERVISION: The contractor shall assign a full time manager who shall be available on a daily basis for communication and coordination of custodial functions and quality control with the Department of Military & Veterans Affairs. The manager shall have full authority to act for the contractor in all matters relative to the performance of this contract.

The contractor shall be responsible for the conduct and performance of all contract employees while on the premises. Any employee whose conduct is objectionable or who does not meet qualifications set forth in the contract may be immediately removed or barred from the premises. Additionally, the contract manager is responsible for enforcing the following guidelines:

- Contract employees appearing to be under the influence of alcohol or drugs shall not be permitted on premises.
- Contract employees shall not use or tamper with office machines, computers, equipment or personal property at any time.
- Contract employees shall not open desks, cabinets, or other furniture at any time.
- Contract employees shall not use the Department of Military & Veterans Affairs telephones, copiers or fax machines for personal use at any time.
- Contract employees on work programs will require supervision on a 2-1 ratio (2 employees to 1 supervisor).

No business solicitations from contractor or contract employees to solicit additional private business from building occupants shall be allowed during the performance of this contract. This also prohibits notes or advertisements posted on bulletin boards.

Failure to enforce the above guidelines will be grounds for contract cancellation.

The contractor shall be directly responsible for instructing employees in utilities conservation practices and will be responsible for operating under conditions that preclude waste of utilities, which shall include but shall not necessarily be limited to the following:

- Lights shall be used only in areas where and at the time work is actually being performed. Lights shall be turned off after room is cleaned.
- The workers shall not adjust mechanical equipment, controls for heating, ventilation and air conditioning systems.
- Water faucets or valves shall be turned off after the required usage has been accomplished.
- Exterior doors and windows will not be propped open.

3. PRESENCE OF NON-EMPLOYEES: Contractor shall not allow any person not employees, including family members, minors, on the project site during contract work hours.

4. COMMUNICATION: At least one person who can speak, read and write English fluently shall be present at all times during scheduled services.

5. BACKGROUND CHECKS: For security reasons, the Department of Military and Veterans Affairs may require identification, fingerprints, or conduct investigations of the successful bidder's employees performing work on any contract resulting from this solicitation. At a minimum, Social Security Numbers will be required for all contract employees. By their signature on the bid submitted in response to this RFQ the bidder agrees to provide any requested information, to include Social Security Numbers, on any contractor employee, and to cooperate fully with DMVA in any background check investigation.

6. SAFETY & SAFETY DATA SHEETS (SDS): In accordance with A.S. 18.60, the contractor shall acquire, file, and maintain up-to-date records pertaining to Safety Data Sheets (SDS) for substances and products used by the contractor in performance of any contract awarded from this solicitation. The contractor shall assume full responsibility for conformance with the law in regard to the contractor's employees. The contract administrator may request or inspect the contractor's files on products being used in performance of work awarded from this solicitation. A current, up-to-date binder will be kept on site in each storage area throughout the duration of the contract.

The Contractor will be familiar with and operate within guidelines set forth by the Occupational Safety and Health Act and all City and/or State of Alaska regulations that affect custodial and housekeeping operations. The contractor will ensure that all employees assigned to the contract are knowledgeable of the current guidelines/regulations affecting custodial and housekeeping operations.

7. DAMAGE: Contractor is liable for any damage to the property including but not limited to building structures, contents, or personal property caused by the contractor, contractor's employees or cleaning methods. Any damage shall be reported as soon as possible to the facilities representative and the contract administrator.

8. LOSS OF KEYS: Special emphasis is placed on key control. The Contractor is required to sign for all keys. All keys are to be obtained from the Facility Commander or his representative, and to be returned upon completion of this Contract or at the request of the DMVA Project Manager. No duplications are to be made; in event of lost keys, contact the Facility Commander for replacements. Lost keys may be grounds for immediate termination of this contract. At a minimum, replacement and all re-keying charges will be paid by the contractor. The contractor's failure to pay for these services may interfere with payment for services that were rendered.

9. INSPECTION OF WORK: The Contractor or Contractors Designee shall upon notification by the Contracting Agency be present at the contract site to conduct an inspection with the agency's representative. Inspections with the State's representative may take place anytime and at the sole discretion of the Contracting Agency.

Required corrections resulting from deficient work shall be accomplished within four (4) hours after the inspection or, at the sole discretion of the Contracting Agency.. If the Contractor fails to appear for an inspection or a deficiency is not corrected within the stated period of time, the Contracting Agency may hire another janitorial firm to correct the deficiency and invoice the contractor for the cost. The contractor's failure to pay the State may interfere with the full payment for services rendered during the next invoicing cycle. Any carryover of non-corrected deficiencies will be considered a Breach of Contract.

10. DEFICIENT WORK: The Project Manager (PM) will work with the contractor to resolve matters of deficiency by issuing a *Deficient Work Notification Form* to the contractor. The contractor will correct any deficiency by the required time as noted in the *Deficient Work Notification Form*. If the Contractor fails to appear for an inspection or a deficiency is not corrected within the stated period of time, the PM contact may hire another janitorial firm 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 service deficiency claim and the PM 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 60-day period or a total four (4) Cure Letters in a 180-day period, may be grounds for the procurement officer to find the contractor in default and cancel the contract.

11. BUILDING SECURITY: As instructed by the agency contact or the facilities representative, the contractor shall turn off all designated lighting and lock doors and windows each workday. Contractor shall be briefed by the contracting agency or a representative on the security protocols including Key control for the facility(s) that are serviced under this contract. **An infraction of Security Protocol may result in the immediate termination of this contract. The contractor will be notified in writing if termination of this contract is determined to be the course of action agreed upon by the Project Manager and the Procurement Office to maintain the Security of the building(s) and the Security of Government assets.**

12. RESTRICTED AREAS AND EXCEPTIONS: The Contractor may not have access to some areas requiring special attention. For example, access to some data processing/telecommunication/computer areas may be limited to authorize personnel only. Some areas may be restricted from janitorial personnel during specific time frames and daily services in these spaces must be performed between specific hours as scheduled by the user agency occupants. Other spaces may require that the doors be immediately locked after completion of the janitorial services for that area.

13. SUPPLIES AND EQUIPMENT: The contractor will supply all equipment, labor, supplies and paper products required to complete the work as specified in the contract. At all times, the contractor shall store enough supplies at the site(s) to last a minimum of 3 weeks for a fully occupied building(s).

For bidding purposes, the contractor should plan on providing items such as but not limited to: Dispenser towels, toilet paper, can liners, soaps, detergents, cleaning chemicals, floor maintenance products and equipment, towels, cloths, sponges, brushes, germicidal and fungicidal chemicals, vacuum cleaners, floor scrubbers, high speed buffers, carpet extraction machines, ladders, squeegees and light bulbs. Contractor shall provide a closed container for waste sanitary napkins. Contractor shall also furnish (cost to be borne by contractor), repair, and/or replace toilet-seat covers dispensers, tissue dispensers, paper towel dispensers, and soap dispensers in all areas serviced, if a dispenser is battery operated batteries are to be changed before they are fully discharged. This is not an all-inclusive list of supplies and equipment required and by no means should be considered as the minimum items required. All ladders or other devices used to reach the surface of objects not otherwise accessible for the required cleaning operations shall be provided by the contractor, at no additional expense to the state; all such equipment shall be of sound construction, be firm and stable, and shall be maintained in good condition.

14. Light Bulbs: All expended (burned out) light bulbs and fluorescent lamp tubes 10 feet or less in height shall be replaced each service day, (Exterior light bulbs shall be replaced by the State) any defective fixtures shall be reported via email to the contract administrator by the following business day. Light bulbs shall be furnished by and the cost borne by the contractor. Bulbs and tubes must be rated in the 4100 light spectrum. Contractor shall manage and dispose of nonfunctioning bulbs in accordance with applicable regulations 40 CFR Parts 260 through 273 unless the contractor provides laboratory reports or other manufacturer documentation demonstrating brand, make and model does not qualify as a hazardous or universal waste. The Contract Administrator must be made aware in a monthly report that is to be submitted with the monthly invoice showing how many bulbs were replaced the date and location including building and office (if applicable), whether disposed or recycled. Proof of where these bulbs were disposed as hazardous or recycled. For questions, the Hazardous Waste Manager can be contacted by contacting the Project Manager.

The contractor will not use any equipment owned by the state or employees of the state.

14. PRODUCT QUALITY: Products quality must meet or exceed the following samples.

- Toilet paper - Bay West Double Soft Premium 2 Ply or better

- Can Liners - 24" X 23" .7 mil. Low Density or better –
- 33" X 40" 1.5 mil. Low Density or better

15. SUPPLIES AND EQUIPMENT STORAGE: The contractor will supply all equipment needed to complete the duties and requirements outlined herein. The equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services.

The Department of Military & Veterans Affairs will provide a storage area for the contractor's supplies and equipment but will not assume any liability for materials and equipment stored on the premises.

16. Billings & Invoices: The contractor shall submit by the 10th of the following month an itemized invoice for services rendered and the Bulb Report for the previous month by facility and location, contractor can email invoice to mvafmocontracts@alaska.gov or by mail to Department of Military & Veterans Affairs, Facility Management Office, P.O. Box 5800, Fort Richardson, Alaska 99505-0549. Any questions pertaining to payments must be addressed to this office.

SCOPE OF SERVICES:

1. FACILITIES: The selected contractor shall furnish all necessary labor, supervision, equipment, supplies and materials required to perform the custodial services.

2. INITIAL SERVICES: In the first 30 days of the contract, contractor is required to perform an initial service for all periodical tasks (waxing, shampooing, etc.) covered by this contract (exterior work may be excluded), contractor and DMVA will set a schedule to complete all of the required tasks.

3. TRASH AND REFUSE REMOVAL: All interior and exterior trash receptacles shall be emptied **each service** and returned to their initial locations. Boxes and any other items placed near a trash receptacle and marked "TRASH" shall be removed. All can liners are to be replaced. Trash shall be disposed of in secured plastic bags. Trash shall be kept in a secondary container while inside the building to prevent spills and stains. The contractor shall pick up any trash that may fall onto the facilities grounds during removal from the building. The Department of Military & Veterans Affairs shall be responsible for emptying/collection service of the dumpsters.

Trash shall not be left in custodial closets or other areas overnight. In the event a spill occurs, the contractor is responsible for removing stains and spots on all surfaces, these surfaces include but are not limited to carpet, tile, and concrete surfaces.

4. CERAMIC TILE FLOORS: Tile (non-waxed) Floors shall be machine scrubbed **once every four months** or when needed to maintain a clean and uniform appearance of the tiles and grout.

5. SWEEPING AND MOPPING: All non-carpeted floors shall be swept and mopped **each service** with a properly mixed solution that will not be harmful to a wax finish. After the floor has been swept, the entire floor surface, including corners, shall be free of litter, dust, soil, foreign objects or debris. All accessible areas shall be mopped including chair mats. Trash receptacles, other items, etc. shall be moved to mop underneath, floor mats shall not be placed on floor until it is dry. After mopping, the floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue, or any evidence of soil.

6. BUFFING: All coated floors will be polished (unless floor type or manufacturer specifications direct otherwise) with a high speed buffer (minimum 1500 RPM) to remove traffic marks and maintain luster of coatings **once a week** or more often if needed (contractor may need to add more wax to floor in order to maintain luster).

7. HARDFLOORS: All Hard floors (non-ceramic) will be maintained according to the type of flooring and/or manufacturer's specifications and frequency schedule in Section 21 (unless manufacturer's specifications direct otherwise). For waxed floors contractor shall use a high quality non-skid wax and maintain a minimum of 4 coats of wax, wax and any other coatings shall only be applied to the floor surface, any wax or other coatings on walls, thresholds or other surfaces must be removed.

8. RESTROOMS: Restrooms will be cleaned **each service** performing the following tasks:

- Clean and **disinfect** all toilets, urinals, flush handles, faucets, exposed piping sinks, shelves, showers, counter tops, walls and stall walls/ partitions shall be cleaned using a germicidal/disinfectant and if needed polish applied.
- Sweep and Wet mop all floors with appropriate and properly diluted cleaner/disinfectant each service.
- All dispensers including paper towels, toilet paper, toilet seat protectors, soap dispensers will be cleaned and restocked if needed each time service is performed.
- Trash cans and sanitary napkin disposal units will be emptied and liners replaced each time service is performed. Sanitary Napkin Disposal bags are not to be reused.
- Mirrors, chrome/stainless steel fixtures and underneath portions of sinks shall be cleaned and polish applied each time service is performed.
- Urinals shall have a deodorizer and must be replaced when it no longer produces a fragrance, is damaged or unsightly.
- Ensure clean rags or disposable towels are used to perform cleaning.
- After cleaning, surfaces shall be sanitary, free from streaks, stains, scale, deposits and rust stains.

9. DUSTING: Dust all surfaces up to six (6) feet in height: including but not limited to chairs, file cabinets, bookshelves, and other types of office equipment all ledges and handrails **once a week**. All work related items such as; paperwork etc. shall be left undisturbed.

10. DRINKING FOUNTAINS: Germicidal/disinfectant will be used to clean and polish applied (except water spout) to all drinking fountains **each service**. hard water/calcium and other deposits are not acceptable.

11. GENERAL AREA CLEANING: Remove smudges, soils, fingerprints, marks, coffee spots, streaks, etc., each service from all washable horizontal and vertical surfaces including but not limited to: walls, countertops, tables, desks, sinks, doors, hardware, handrails, Office chairs, thresholds and kick plates. All surfaces shall have a clean uniform appearance, be free of streaks, spots and soils. Germicidal detergent shall be used in all applicable areas. All work related items such as; paperwork etc. shall be left undisturbed. If the facility has exercise equipment all equipment shall be cleaned and disinfected each service. All stainless steel shall be cleaned using an appropriate product and polish applied (no polish shall be applied on door handles/panic bars).

12. LOBBIES AND ENTRYWAYS: Clean all lobby/entry windows inside and out **each service**. No streaks or unwashed places will be visible. The exterior of entryways and mats shall be cleaned and kept free of debris, including stain removal from concrete or other hard surface.

13. WINDOWS: The interior and exterior sides of the windows shall be cleaned in accordance with the frequency schedule (section). Exterior windows to be cleaned in spring (Lobby/Entry windows cleaned daily), date to be scheduled with contract administrator weather and conditions permitting. Wash windows and glass deflectors leaving no streaks or unwashed places. Wipe water spots from sills and frames. Use drop cloth as required protecting adjacent surfaces, fixtures, and furniture. This service will be prearranged with the agency contact so employees can clear items from window ledges.

14. WASTEBASKET WASHING: Wastebaskets shall have a clean appearance free of stains, soils and odors and are to be cleaned with an appropriate cleaner as needed.

15. FLOOR MATS: Floor/Walk off mats shall be free of dirt and stains and will be vacuumed **each service and shampooed every six (6) months and when needed to remove spots, stains and excess dirt/soil from heavy traffic**.

16. CHANGES IN USE OF WORK AREA: In the event it is necessary to change the use of work area, which results in increased costs, the contractor may request a contract price adjustment for impacted services. Such requests shall be in writing, with before and after cost comparisons, and justify fully why the price adjustment is requested.

17. SPECIAL SPECIFICATIONS: The contractor shall meet with a representative or unit commander of the Department of Military & Veterans Affairs, upon request. The purpose of this meeting will be to review the Contractor's performance and monitor the frequency of services performed. If for some reason the facilities are being used on a 24-hour basis, the contractor shall only be responsible for the requirements under this contract. The Contractor shall report all facility maintenance problems to the Department of Military & Veterans Affairs and the facility representative (i.e., roof leaks,

electrical). Contractor shall also report any conditions which will prevent compliance with the contract and cleaning standards.

18. HOLIDAYS: DMVA observes the following holidays, Columbus Day, Veterans Day, Thanksgiving, Christmas, New Years, Martin Luther King Day, President's Day, Memorial Day, Independence Day and Labor Day. If a holiday falls on a service day, services shall be performed the next DMVA working day.

19. FREQUENCY SCHEDULE FOR REQUIRED TASKS:

Task	Each Service	Weekly	Monthly	Yearly	As Needed	Three Times Per Year	Two Times Per Year
Empty Trash	X						
Vacuuming	X						
Sweeping & Mopping	X						
Entry Matts Cleaning					X		
Main Floors Mopping	X						
Main Floors Buffing		X					
Main Floors Scrub						X	
Rest/Shower Rooms	X						
Rest/Shower Rooms floor scrubbing						X	X
Dusting		X					
Drinking Fountains	X						
Lobby/Entry Windows interior/exterior	X						
Exterior Windows							X
Interior Windows					X		
Wash Wastebaskets					X		
Replace Light bulbs	X				X		

*** To be determined by Project Manager

Workmanship and 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

BIDDER'S CHECKLIST

Bidders are strongly encouraged to use this checklist when assembling their bid package

All required documents listed below **must** be received by DMVA/DAS Procurement Office by 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. (Attachment 1)

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: (Attachment 2)

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 RFQ; and

___ 4. Bid Schedule and Bidder Information. (page 8)

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---

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 & 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.

ATTACHMENT 2

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:

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 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.i. 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: _____

Signature – Authorized Representative

Date

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

[illegible]