



## REQUEST FOR QUOTATION

Request for Quotation (RFQ) 230000016

Quotations will be received until 2:00 PM Alaska Time,  
March 7, 2023

PURCHASING OFFICE  
Department of Military  
and Veterans Affairs

Division of Administrative Services,  
PO Box 5308, JBER, Alaska 99505

Page: 1 of 30 Date: February 24, 2023

### 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.

#### WORKSITE LOCATION:

168<sup>th</sup> Air Guard Wing  
Eielson AFB, Fairbanks, Alaska

#### BUYER:

Kyle Wuorinen, Procurement Specialist 2, Phone: (907) 428-7222,  
Email: [MvaDasProcurement@alaska.gov](mailto:MvaDasProcurement@alaska.gov)

### One-Time Deep Clean of 168<sup>th</sup> Air Guard Facilities on Eielson AFB

#### PURPOSE

The Department of Military and Veterans Affairs (DMVA), Alaska Air National Guard Facilities Management at the 168<sup>th</sup> Air Wing is soliciting competitive quotes to provide a one-time deep clean janitorial service for their facilities located on Eielson Air Force Base, Fairbanks, Alaska.

#### PERIOD OF PERFORMANCE

The estimated period of performance will be from date of award with an estimated completion date of one week after issuance of a contract. There will be no renewal options. Any holding over of this contract will be considered extensions, under the same terms and conditions. Exercised extensions will be executed by written amendment from the DMVA Procurement Office.

#### MANDATORY SITE VISIT

A mandatory site inspection is scheduled for 10:30 A.M. Alaska Time on March 1, 2023, to see the conditions under which the work described will be performed

#### DEADLINE FOR RECEIPT OF QUOTES

Quotes may be submitted by emailing [MvaDasProcurement@alaska.gov](mailto:MvaDasProcurement@alaska.gov) or faxed to 907-428-7229. All quotes must be received no later than 2:00 p.m. prevailing Alaska time on March 7, 2023. Late quotes will not be accepted.

#### METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder based on Total Service Cost. Bidders must bid on all items shown on the Quote Schedule and provide all required documentation for their bid to be considered responsive.

#### Purpose of Solicitation

#### THIS SECTION MUST BE COMPLETED BY VENDOR

Delivery shall be made \_\_\_\_\_ calendar days after receipt of order.

Payment Terms: \_\_\_\_\_

Company Name	Address	City	State	ZIP Code	Phone Number
Alaska Business License No.	Vendor Tax I.D. No.	Do you qualify for the Alaska Bidders' Preference? [ ] Yes [ ] No			
		Do you qualify for the Alaska Veteran Preference? [ ] Yes [ ] No			
Signature _____		Date _____			
		Typed Name and Title _____			

## INSTRUCTIONS TO OFFERORS 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 herein this RFQ.
- 4. QUOTE REJECTION:** Offerors must comply with all terms and conditions of this RFQ, the State Procurement Code (AS 36.30), and all other applicable local, state, and federal codes, laws, regulations, and rules.
- 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 those police and other emergency type vehicles are not subject to the tax;
  - Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
  - Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers;
  - Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.
- 8. PAYMENT FOR STATE PURCHASES:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement which establishes a lower interest rate or precludes the charging of interest.
- 9. PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you quote. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.
- 10. VENDOR TAX ID NUMBER:** If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.
- 11. INDEMNIFICATION:** The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.
- 12. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 13. TITLE:** Title passes to the State for each item at FOB destination.

**14. FILING A PROTEST:** An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.

**15. COMPLIANCE:** In the performance of a contract that results from this RFQ, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

**16. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

**17. SPECIFICATIONS:** Unless otherwise specified in the RFQ, product brand names or model numbers are examples of the type and quality of product required and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

**18. FIRM OFFER:** For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of ninety (90) days from the date of quote opening.

**19. QUOTE PREPARATION COSTS:** The State is not liable for any costs incurred by the offeror in quote preparation.

**20. CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low quote of \$50 or less may, at the discretion of the State, be awarded to the next low offeror receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST" above.

**21. CONTRACT FUNDING:** Offerors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**37. ALASKA BIDDER PREFERENCE:** The award of a contract based on a Request for Quotation (RFQ) will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. An "Alaska bidder" is a person who: (1) holds a current Alaska business license; (2) submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license; (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

**38. ALASKA VETERAN PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public. AS 36.30.321(i)

**39. USE OF LOCAL FOREST PRODUCTS:** In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

**40. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE:** When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

**41. ALASKA PRODUCT PREFERENCE:** A bidder that designates the use of an Alaska Product which meets the requirements of the RFQ specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Commerce & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

**42. EMPLOYMENT PROGRAM PREFERENCE:** If a bidder qualifies for the Alaska bidder preference, under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

**43. ALASKANS WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaskan bidder's preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined AS 36.30.321(d), the will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

**44. PREFERENCE QUALIFICATION LETTER:** Regarding preferences 42 and 43 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan: [1] employment programs that qualify for preference and [2] individuals who qualify for preference as Alaskans with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' qualification for a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 42 or 43 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the quote is opened and must attach a copy of their certification letter to their quote. The bidder's failure to provide this certification letter with their quote will cause the State to disallow the preference.

## ADDITIONAL REQUIREMENTS AND INFORMATION

1. **HUMAN TRAFFICKING:** By signature on this solicitation, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Trafficking in Persons Report. The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/g/tip/> ; failure to comply with this requirement will cause the state to reject the bid or proposal as nonresponsive or cancel the contract.
2. **MANDATORY ANTI-TERRORISM TRAINING:** In accordance with Department of Defense (DOD) Instruction 2000.16, all contract personnel working on site in the performance of a contract at a military site must obtain an Annual Antiterrorism Training Certificate before receiving a contract in the performance of the work. (See attachment 4)
3. **FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY 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 quote, by the offeror, they that have not been debarred or suspended from doing business with the federal government. The Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction form attached to this RFQ must be completed and returned with your bid (Attachment 3). A bid from a debarred or suspended offeror will be found non-responsive and their bid rejected.
4. **INSURANCE:** Without limiting the contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and always maintain in force 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 procurement officer prior to contract approval and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

**Proof of insurance is required for the following:**

- a) **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.
  - b) **Commercial General Liability Insurance:** covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
  - c) **Commercial Automobile Liability Insurance:** covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
5. **ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:** Prior to the award of a contract, an offeror must hold a valid Alaska Business License. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, a offeror must hold a valid Alaska business license prior to the deadline for receipt of quotes. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:
- a) copy of an Alaska business license;
  - b) certification on the bid that the offeror has a valid Alaska business license and has included the license number in the bid;
  - c) a canceled check for the Alaska business license fee;
  - d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
  - e) a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

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

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

Prior the deadline for receipt of bids, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

6. **MANDATORY SITE INSPECTION:** A mandatory site inspection is scheduled for 10:30 A.M. Alaska Time on March 1, 2023, at 332 Division St. Eielson AFB, ALASKA. Potential Offerors are encouraged to visit the work site so that they can see the conditions under which the work described in this RFQ will be performed. Please note the facilities have not had contracted janitorial services for approximately one (1) calendar year. The offeror's failure to visit the work site will preclude them from being able to perform the work in strict compliance with the true intent and meaning of the terms, conditions, and specifications of this RFQ and submitted quotes will be found non-responsive. Attendees for the site visit are required to contact Ashton Poirre at (907)377-8564 three (3) days prior to the scheduled site visits so arrangements may be made for a base pass. Offerors will also be required to provide a valid ID and proof of vehicle registration and insurance for access to Eielson Air Force Base. No more than two offeror representatives are to attend. Bidders will meet at Building 3225 no later than 10:29 A.M. Alaska Time, March 1, 2023. Those who do not attend the mandatory site visit WILL NOT be afforded the opportunity to visit the site at a later date and time.
7. **QUESTIONS:** The listed contact person (Ashton Piorre) is only empowered to allow potential offerors to view the work site. The contact person cannot and will not answer potential offeror questions regarding the work to be performed under this RFQ or the terms, conditions, and specifications of this RFQ. Any questions potential bidders have must be directed to the procurement officer as required in writing.
8. **SUBMITTING BIDS:** Offerors must submit one hard copy of their quote, in writing, to the procurement officer in a sealed package. The sealed quote package must be addressed as follows:

Department of Military and Veterans Affairs  
Division of Administrative Services Procurement Section  
Attention: Kyle Wuorinen  
Request For Quotes (RFQ) Number: 230000016  
RFQ Title: One-Time Deep Clean of 168th Air Guard Facilities on Eielson AFB

If using U.S. mail, please use the following address:

PO Box 5308  
Joint Base Elmendorf-Richardson, AK 99505

If using a delivery service, please use the following address:

49000 Army Guard Road, Suite B105B  
Joint Base Elmendorf-Richardson, AK 99505

**If submitting a quote via email, the quote may be emailed to [MvaDasProcurement@alaska.gov](mailto:MvaDasProcurement@alaska.gov)** and must contain the RFQ number in the subject line of the email. The maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the bid exceeds this size, the quote must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy quote, if you are emailing your quote, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of bid.

It is the offeror's responsibility to contact the issuing agency at 907-428-7224 to confirm that the quote has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

9. **DEADLINE FOR RECEIPT OF QUOTES:** Quotes must be received no later than 2:00 P.M. Alaska Time on March 7, 2023. Late quotes or amendments will be disqualified and not opened or accepted for evaluation.
10. **NOTICE OF AWARD:** After quotes have been opened related to this RFQ, a tabulation of bids will be prepared. This tabulation called a Notice of Award, serves two (2) purposes. It lists the price and the name of each company that has submitted an offer to this RFQ. It also indicates which offeror(s) is/are intended to be awarded contract. A copy of the Notice of award will be e-mailed to each company or person who responded to this RFQ.
11. **CONTRACTOR STARTUP MEETING:** A mandatory startup meeting will be held with the Project Manager and the Contractor on March 13th, 2023, at 10:30 A.M. Prior to beginning any work, the Contractor will meet with the assigned Project Manager. The purpose of the meeting is to further discuss the States Project Manager and the Contractors expectations are mutually understood and review the Scope of Work and its specifications.
12. **UNAUTHORIZED PURCHASES:** Offerors identified as apparent low and responsive offerors are instructed not to proceed in the issuance of goods and services until a Purchase Order, Deliver, Order, Contract Award, Lease, or other form of written notice has been provided to the offeror by the procurement officer. An offeror who does proceed prior to receiving written notice of a purchase, does so without a contract at their own risks. The State of Alaska will not reimburse, pay for, or admit to negligent or unauthorized purchases made by the offeror or company without first receiving the State of Alaska's approval.

## SCOPE OF WORK

### PERFORMANCE WORK STATEMENT FOR ONE-TIME JANITORIAL SERVICE

#### Work Outline

#### 1. DESCRIPTION OF SERVICES

The Department of Military and Veterans Affairs, Alaska Air National Guard Facilities Management Office, is soliciting for quotes from qualified businesses to provide a One-Time Deep Clean Janitorial Service for the 168<sup>th</sup> Air Wing located on Eielson Air Force Base in Fairbanks, Alaska.

The contractor shall accomplish a one-time deep clean of facilities (e.g., break rooms, bathrooms, stairwells, hallways, offices, etc.) to meet the requirements of this Performance Work Statement (PWS). A list of Buildings, square footages and service days can be found on page thirteen (13) under "General Specifications" within this RFQ.

All work must be performed in a thorough and professional manner in accordance with meeting industry standards and practices. The contractor will be held responsible to uphold quality service, maintenance, and inspections. Incomplete and improper services shall be re-performed by the contractor. The contractor is responsible for incomplete services, maintenance, and inspections at the contractor's own risk and expense.

The contractor must meet all Federal and State Labor, Wage and Hour, Safety, and any other associated or applicable laws, rules, and regulations in accordance with any bearing on to the provided services herein.

#### 2. FACILITY CLEANING SERVICES

- a) **Non-Carpeted Floors (Hard Floors: Vinyl Tile, Ceramic Tile, Wood, Concrete, etc.)** Hard floors shall be cleaned free of grit, soil, dust, scuff and heel marks, stains, spills, debris, litter and other foreign matter by effective cleaning. Cleaning shall be accomplished by the most appropriate method (vacuum, sweep, dust mop, damp mop, spot clean, etc.) and with cleaning solutions if applicable, for the specific floor type. After cleaning, floor surfaces to include grout shall have a uniform, clean appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water. Baseboards, corners, and wall/floor edges shall also be cleaned. Chairs, trash receptacles, and other easily moveable items shall be moved to clean floors underneath these items and then returned to their original and proper position after cleaning.
- b) **Carpeted Floors.** Carpets shall be cleaned free of soil, dirt, debris, litter, and other foreign matter by effective vacuuming. Efficient vacuum cleaners shall offer high airflow, high efficiency filtration, and an adjustable rotating brush agitation for more effective soil removal. Any spots and/or spills shall be removed by the carpet manufacturer's approved methods or other commercially accepted practices. All tears, burns, and raveling shall be brought to the attention of the project manager. Area and throw rugs shall also receive this service. Chairs, trash receptacles, and other easily moveable items shall be moved to clean floors underneath these items and then returned to their original and proper position after cleaning.
- c) **Stairways/Elevators/Handicap Lifts.** All floors, elevators, doors, lifts and surfaces shall be cleaned in accordance with (IAW) paragraph 1.1.1 or 1.1.2. Stair guards, handrails, wall caps and baseboards shall be free from grease and grime. The Contractor shall remove all marks, dirt, smudges, scuffs, and other foreign matter from adjoining stairwell walls, up to 72 inches height from stair tread level, to provide a clean, uniform appearance.
- d) **Restrooms/Locker Rooms Cleaning Services.** All surfaces of sinks, toilets, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, doors, walls, partitions, stalls, stall doors, entry doors (including handle, kick plates, ventilation grates, metal guards), and other such surfaces shall be cleaned and disinfected using a germicidal detergent. Restrooms shall have a clean scent or no odor at all. Showers, toilets, and urinals will be free of spots, water spots, scale buildup, soap scum, odors, and any other deposits. Mirrors shall be clean and have no streaks or other removable matter. Partitions shall be smudge, and stain free. Vents (within 72 inches of the floor) shall be clean. Restroom sinks, countertops, and fixtures shall be free from water and scale deposits, soil, streaks, and other removable matter. Walls and grout shall be free of all film, spots, and detergent buildup.
- e) **Restroom Floor Care.** All floor surfaces shall be cleaned IAW paragraph 1.1.1. Moveable items shall be tilted or moved to sweep and damp mop underneath. Grout on the floor tiles shall be free of dirt, scum, mildew, and residue.
- f) **Drinking Fountains.** Contractor shall clean all facility drinking fountains, typically located near or in the vicinity of restrooms. All porcelain and polished metal surfaces, including the orifices and drain, as well as exterior surfaces of fountains shall be cleaned and disinfected. Drinking fountains shall be free of streaks, stains, spots, smudges, scale, and other obvious soil.

#### 3. CONTRACTOR PROVIDED EQUIPMENT AND SUPPLIES



- a) **Contractor-Furnished Equipment/Vehicles.** The contractor shall provide and maintain all equipment, tools, and vehicles necessary to perform the requirements of this contract. The contractor shall operate vehicles to comply with base traffic regulations. Government provided parking space should not be used for overnight parking of privately-owned vehicles, trailers, snowmobiles, all-terrain vehicles, or other conveyances. Contractor vehicles shall have the company name prominently displayed on both sides of the vehicle and be maintained to present a neat, professional appearance. Contractor vehicles shall be used solely for the intended purpose of performing services in this PWS during normal hours of operation.

All equipment used in the performance of this contract shall be in good operable condition and carry an Underwriters Laboratory (UL) listing. Equipment found to be unsafe and unable to function as designed, shall not be used in performance of this contract. The contracting officer or designated representative may inspect the contractor's equipment and vehicles at any time and direct the removal of any unsafe or unusable equipment or vehicle from the installation.

The contractor shall provide adequate numbers of equipment items and vehicles to effectively fulfill the scope of this contract. In addition, the contractor shall maintain or have backup capability to provide continued service in the event primary equipment or vehicles are down for extended maintenance or repairs. Equipment failure shall not alleviate the contractor from performing any requirement contained in this contract.

- b) **Contractor Furnished Supplies.** The Contractor shall provide all management, supplies and labor necessary to ensure that custodial services are performed at 168<sup>th</sup> Wing, Eielson AFB, in a manner that will bring all facilities up to the satisfactory standard that will present a clean, neat, and professional appearance. **The contractor shall furnish a listing of all cleaning and restroom supplies utilized** during the contract period to the contracting officer no later than the Startup Conference for approval by the Contracting Officer. After approval, any new cleaning supplies added to the contract will need approval before being used on the installation. The cleaning inventory supply list shall contain the following information:

- i. Product name
- ii. Manufacturer
- iii. Item use
- iv. Disposal procedures if material remains after usage
- v. Storage of item

The contractor shall be responsible for the proper disposal of all their cleaning supplies. Any supply for soap dispensers, toilet tissue, paper towels, soap and additional request

- c) **A material safety data sheet (MSDS) shall also be provided for each cleaning and restroom supply item** and employees will be trained, by the contractor, on the proper use and disposal of each item. All cleaning supplies shall be non-flammable.

NOTE: Products containing chlorofluorocarbons (CFC's) or ozone depleting substances shall not be allowed or approved for use. Products containing phenolic compounds, such as "Lysol" shall not be allowed or approved for use in Child Development Centers.

- d) **Hazardous Material Identification.** Safety Data Sheets (SDS) are required as specified in the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract) for any other material designated by a government technical representative as potentially hazardous and requiring safety controls. SDSs must be submitted by the Contractor upon contract award. Failure to provide SDSs or certificate when requested could result in the Contractor being considered non-responsive and result in termination of the contract. The Contractor shall provide an inventory of materials being brought onto Eielson AFB. A copy of the inventory list shall be furnished to the Contracting Officer, HazMat Pharmacy and 168 CES. If applicable, SDSs will be readily available to personnel working with hazardous materials.
- e) **Hazmart.** The government (HAZMART personnel) will inventory all chemicals that the Contractor brings on to Eielson AFB or any property under the control of Eielson AFB. Any products that meet the criteria of "Hazardous Waste" must be bar coded and tracked until permanently removed from government property. The inventory will be performed prior to commencement of work. Criteria for identifying hazardous waste, is contained in Subpart C 40 CFR.
- f) **Spill Response.** The Contractor will be briefed on Eielson AFB spill response procedures at the pre-performance conference. The Contractor is responsible to report and promptly cleanup all spills in a manner consistent with current environmental regulations, in the event that it is necessary to utilize government material, equipment or personnel to clean up a Contractor caused spill, the Contractor shall be required to reimburse the government for all associated costs.
- g) **Hazardous Material/ Waste Management.** The Contractor will be briefed on Eielson Air Force Base Hazardous Material / Waste Management Plan at the pre-performance conference.

Hazardous Material Handling. The Contractor shall supply an inventory of all materials brought on to Eielson AFB. The inventory shall include product, the SDS number, quantity and be updated during the period of performance in this contract. A copy of the inventory shall be provided to the Contracting Officer, HazMat Pharmacy and 168 CES. The purpose of the

inventory is to provide information to Eielson AFB for Emergency Planning and Community Right-to-Know Act (EPCRA) reporting.

#### 4. MISCELLANEOUS REQUIREMENTS

- a) **Report** fire hazards, conditions, and items in need of repair to the Project Manager.
- b) **Turn in** lost and found articles to the QAP
- c) **Notify QAP** when unauthorized or suspicious persons are seen on the premises

Employees entering any facility or area after it has been secured shall enter through one door and lock the door behind them. These facilities or areas shall not be left unsecured at any time, including the period when work is being performed. Upon completing work in a facility or area, Contractor employees shall ensure all doors and windows that were secured upon their arrival are closed and secured upon their departure.

The Contractor shall display the appropriate caution signs when cleaning floors or any other surface that might pose a risk to injury for any personnel that are present.

#### 5. ONE-TIME INSPECTION

This method requires the project manager to perform a onetime final inspection of each facility after cleaning has been completed. The contractor must notify the project manager upon completion of the work in each building prior to moving to the next facility to ensure the standards of service have been met.

#### 6. FURNISHED PROPERTY AND SERVICES

- a) **Furnished Facilities.** There is no Government furnished facilities.
- b) **Security, Fire and Medical Services.** The Government will provide police and fire protection. In the event of a medical emergency, base ambulance service for transporting an injured employee to a local hospital is available on a cost reimbursement basis.

#### 7. GENERAL

- a) **Hours of Operation.** The contractor shall perform facility cleaning, restroom/locker room cleaning services, and all duties agreed upon during the hours of 7:00 A.M. – 3:00 P.M. To create minimum disturbance or inconvenience to the use of the facility, cleaning is expected to occur before any trainings, exercises, and recognized holidays. The contractor may discuss the expected length of cleaning and perform work during weekends until the work required in this contract has been completed.
- b) **Base Closures.** Work scheduled but not accomplished because of base closure, due to weather, exercises, or actual alert, will be accomplished as soon as possible after reopening the base.
- c) **Performance of Services during Crisis Declared** by the National Command Authority or Overseas Combatant Commander. According to Department of Defense Instruction (DoDI) 3020.37, Continuation of Essential DoD Contractor Services During Crises, and the Air Force implementation thereof, unless otherwise directed by an authorized government representative, it is determined that Custodial Services requirements under this PWS are essential to be performed during a crisis.
- d) **Contractor/Employee Base Pass and Identification, Special Clearances and Vehicle Passes.** The contractor shall comply with all requirements and procedures IAW FAR 5353.242-9000, Contractor Access to Air Force Installations. All documentation shall be submitted at the pre-performance conference.
- e) **Traffic Laws.** The Contractor and its employees shall comply with base traffic regulations.
- f) **Weapons, Firearms, and Ammunition.** Contractor employees are prohibited from possessing weapons, firearms, or ammunition, on themselves or within their Contractor-owned or privately-owned vehicle while on Elmendorf Air Force Base.
- g) **For Official Use Only (FOUO).** The Contractor shall comply with DOD 5400-7-R, Chapter 4, DoD Freedom of Information Act (FOIA) Program requirements. This regulation sets policy and procedures for the disclosure of records to the public and for marking, handling, transmitting, and safeguarding FOUO material.
- h) **Reporting Requirements.** Contractor personnel shall report to an appropriate authority any information or circumstances of which they are aware may pose a threat to the security of DOD personnel, Contractor personnel, resources, and classified or unclassified defense information.

- i) **Physical Security.** The Contractor shall be responsible for safeguarding all government property and controlled forms provided for Contractor use. At the end of each work period, all government facilities, equipment, and materials shall be secured.
- j) **Contract Site Supervisor.** The contractor shall provide a site supervisor who shall be responsible for the performance of the work. The name of this person and an alternate(s) who shall act for the contractor when the site supervisor is absent shall be designated in writing to the contracting officer. The contract Site Supervisor (SS) or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract Site Supervisor must also be available to meet with the Project Manager within one hour on any valid customer complaint or discrepancy. Contractor must re-accomplish or re-perform missed or unacceptable services within two hours of notification. The contract manager and alternate(s) must be able to read, write, speak, and understand the English language.
- k) **Personnel.** Contractor personnel shall present a neat appearance. Contractor personnel shall be easily recognizable while on the installation in conjunction with this contract. This shall be accomplished through the wear of distinctive clothing, vests, overcoats, or hats, bearing the company name or logo. The coloring or design of the items selected should be such that identifies personnel easily and quickly for reasons of safety and personal protection.

The government is authorized to restrict the employment under the contract of any Contractor employee or prospective Contractor employee, who is identified as a potential threat to the health, safety, security, general wellbeing, or operational mission of the installation and its population.

## GENERAL SPECIFICATIONS

<b><u>Task / Service</u></b>	<b><u>Work Areas Included</u></b>
These services are required as a one-time service throughout each building and area specified throughout the life of the awarded contract.	<b>Common use areas:</b> <ol style="list-style-type: none"> <li>1. Restrooms/Locker Rooms/Shower Rooms</li> <li>2. Corridors/Hallways</li> <li>3. Classrooms/Conference Rooms/Training Rooms</li> <li>4. Public areas i.e., Foyers, Lobbies, Entryways &amp; Break Rooms</li> </ol>
SWEEP FLOORS	One Time
MOP FLOORS	One Time
VACUUM CARPET	One Time
REST ROOMS (All tasks/services)	One Time
CLEAN DRINKING FOUNTAIN	One Time
CLEAN WALLS/PARTITIONS	One Time
SWEEP/DAMP MOP FLOORS	One Time
CLEAN/DISINFECT REST ROOMS	One Time
DESCALE TOILETS & URINALS	One Time
CLEAN MIRROR GLASS	One Time

## Bldg. Numbers &amp; Estimated Square Footages (MAPS WILL BE ATTACHED SEPARATELY)

<b>Facility</b>	<b>Activity</b>	<b>Square Footage</b>	<b>Service Days</b>
1168	MX Fab Shop	1,602	One Time(Orange and Yellow areas only)
1171	Fuel Systems MX	760	One Time(Orange and Yellow areas only)
1176E	MX Hangar	3,286	One Time(Orange and Yellow areas only)
1176W	MX Hangar	4,397	One Time(Orange and Yellow areas only)
3127	HQ(1 <sup>st</sup> level)	2,310	One Time(Orange and Yellow areas only)
3127	HQ(2 <sup>nd</sup> level)	2,436	One Time(Orange and Yellow areas only)
3127	HQ(3 <sup>rd</sup> level)	4,825	One Time(Orange and Yellow areas only)
3129	Ops	5,981	One Time(Orange and Yellow areas only)
3130	Supply	3,073	One Time(Orange and Yellow areas only)
3133	Vehicle MX	960	One Time(Orange and Yellow areas only)
3134	Security Forces	2,991	One Time(Orange and Yellow areas only)
3180	COMM	1,833	One Time(Orange and Yellow areas only)
3225	CE(1 <sup>st</sup> level)	2,798	One Time(Orange and Yellow areas only)
3225	CE(2 <sup>nd</sup> level)	1,125	One Time(Orange and Yellow areas only)
3345	MED Group	730	One Time(Orange and Yellow areas only)
1120	ND1	2,437	One Time(Orange and Yellow areas only)

**TOTAL 41,544**

# ATTACHMENTS

- 1) Quote Schedule
- 2) Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013
- 3) Bidders Preference Certification
- 4) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- 5) Mandatory Anti-Terrorism Training
- 6) Appendix B<sup>1</sup> Indemnity and Insurance
- 8) Bidder's Checklist

**-- ATTACHMENT 1--**

QUOTE SCHEDULE			
RFQ#	23XXXXXX		
JOB LOCATION	Eielson AFB, AK, 168th Air Wing		
BUSINESS / COMPANY INFORMATION			
COMPANY NAME			
CONTACT NAME			
ADDRESS			
PHONE			
EMAIL			
SCOPE OF WORK			
<p>The following services shall be specified as "Generalized Services" in the cost breakdown. The company shall accurately calculate the cost for all services listed and provide a combined total for these services. The total cost should be calculated as a one-time cost for cleaning per building and shall not be subject to change. Prices are to remain firm for the duration of the contract and are to include all costs associated with the required services provided. Services shall include but are not limited to, direct expenses, payroll, supplies, equipment, overhead, and profit. The total service cost shown on this form is the cost that will be used for evaluation and award purposes under this RFQ.</p>			
HOURS OF SERVICE			
<p>Note: Hours of service should be determined in cooperation with the project manager. Actual date and time for services will be determined during the startup meeting to be held between the project manager and awarded contractor.</p>			
Instructions			
<p>Note: Unit Costs provided are only for a one-time deep cleaning service. Once services have been completed the State of Alaska does not have any obligation of payment for additional services provided upon completion of the awarded contract. If additional services are rendered after the completion of this contract, the contractor does so at their own risk. Quantities of services shall be listed as 1 quantity per building. Services shall be priced and simplified to a "per building" cost.</p>			
Preferences			
<p>Does the bidder qualify for the Alaskans with Disabilities Preference? ____ Yes or ____ No          Does the bidder qualify for the Alaskans Employment Program Preference? ____ Yes or ____ No</p> <p>A Copy of the Preference Qualification Letter from the Department of Labor and Workforce Development, Division of Vocational Rehabilitation will need to be provided, if claiming the Employment Program or Alaskans with Disabilities preference. Information regarding the Preference Qualification Letter may be the Terms and Conditions, Item 44, of this RFQ.</p>			
AUTHORIZED CLIENT SIGNATURE		DATE	

## COST BREAKDOWN

ITEM NO.	BLDG	TOTAL COST FOR GENERAL SERVICES
1	1168	\$ -
2	1171	\$ -
3	1176	\$ -
4	3127	\$ -
5	3129	\$ -
6	3130	\$ -
7	3133	\$ -
8	3134	\$ -
9	3180	\$ -
10	3225	\$ -
11	3345	\$ -
<b>TOTAL SERVICE COST</b>		<b>\$ -</b>

Offeror: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Authorized Representative's Printed Name: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

--END OF ATTACHMENT 1--



**--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 Workplace.**

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

**Section 806. Environmental Protection.**

- A.** The contractor and all parties, under this contract, agree that its performance under this Agreement shall comply with:
- i.** The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
  - ii.** Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
  - iii.** The Resources Conservation and Recovery Act (RCRA);
  - iv.** The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
  - v.** The National Environmental Policy Act (NEPA);
  - vi.** The Solid Waste Disposal Act (SWDA));
  - vii.** The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
  - viii.** To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
- B.** In accordance with the EPA rules, the party further agrees to also identify to the awarding agency (*State of Alaska \ Department of Military and Veterans Affairs \ Facilities Management Office*) any impact this award may have on:

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

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

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

**Section 808. Debarment and Suspension.**

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

**Section 809. Buy American Act.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C. Definitions**

For purposes of this award term:

- i. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the [www.sam.gov](http://www.sam.gov) Internet site.
- ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- iv. Sub-award:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - c. A sub-award may be provided through any legal agreement, including an agreement that you consider a contract.
- v. Sub-recipient means an entity that:
  - a. Receives a sub-award from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the sub-award.

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

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

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

- i. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment

Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).

- ii. Where and when to report.
  - a. You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrs.gov>.
  - b. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2012, the obligation must be reported by no later than December 31, 2012).
- iii. What to report. You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

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

- i. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - a. the total Federal funding authorized to date under this award is \$25,000 or more;
  - b. in the preceding fiscal year, you received—
    - i) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,
    - ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,
    - a) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- ii. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
  - a. As part of your registration profile at <https://www.sam.gov>.
  - b. By the end of the month following the month in which this award is made, and annually thereafter.

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

- i. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if—
  - a. in the sub-recipient's preceding fiscal year, the sub-recipient received--
    - i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
    - ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
    - iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the

compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

- ii. Where and when to report. You must report sub-recipient executive total compensation described in paragraph c.1. of this award term:
  - a. To the recipient.
  - b. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

**D. Exemptions**

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

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

- i. Entity means all of the following, as defined in 2 CFR part 25:
  - a. A Governmental organization, which is a State, local government, or Indian tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization;
  - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Sub-award:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iv. Sub-recipient means an entity that:
  - a. Receives a sub-award from you (the recipient) under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the sub-award.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - a. Salary and bonus.
  - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - d. Change in pension value. This is the change 'In present value of defined benefit and actuarial pension plans.
  - e. Above-market earnings on deferred compensation which is not tax-qualified.
  - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**Contractor Acknowledgement and Acceptance:**

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

\_\_\_\_\_

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

\_\_\_\_\_

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**Signature – Authorized Representative**

**Date**

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

**--End Attachment 2--**

**--Attachment 3--****ALASKA BIDDER PREFERENCE CERTIFICATION****AS 36.30.321(A) / AS 36.30.990(2)****BUSINESS NAME:**

<b>Alaska Bidder Preference:</b> Do you believe that your firm qualifies for the Alaska Bidder Preference?						<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Alaska Veteran Preference:</b> Do you believe that your firm qualifies for the Alaska Veteran Preference?						<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.						
<b>1.</b>	<b>2.</b>	<b>3.</b>	<b>4.</b>	<b>5.</b>	<b>6.</b>	

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

**If the procuring agency is unable to verify a response, the preference may not be applied.** Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

**Alaska Bidder Preference Questions:**

1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?

☐ YES   ☐ NO

If YES, enter your current **Alaska business license number**:

2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?

☐ YES   ☐ NO

3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?

☐ YES   ☐ NO



If **YES**, please complete the following information:

**A. Place of Business**

Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 ZIP: \_\_\_\_\_

“**Place of business**” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

☐ **YES**      ☐ **NO**

**B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).**

- 1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?  
☐ **YES**      ☐ **NO**
- 2) Do you certify that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?  
☐ **YES**      ☐ **NO**
- 3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?  
☐ **YES**      ☐ **NO**
- 4) Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?  
☐ **YES**      ☐ **NO**

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

**A. Incorporated or qualified to do business under the laws of the state?**

☐ **YES**      ☐ **NO**

If **YES**, enter your current **Alaska corporate entity number**:

**B. A sole proprietorship AND the proprietor is a resident of the state?**

☐ **YES**      ☐ **NO**

**C. A limited liability company organized under AS 10.50 AND all members are residents of the state?**

☐ **YES**      ☐ **NO**

Please identify each member by name:

**D. A partnership under former AS 32.05, AS 32.06, or AS 32.11 AND all partners are residents of the state?**

☐ **YES**      ☐ **NO**

Please identify each partner by name:

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**Alaska Veteran Preference Questions:**

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

- A. A **sole proprietorship** owned by an Alaska veteran?  
☐ YES ☐ NO
- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?  
☐ YES ☐ NO
- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?  
☐ YES ☐ NO
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?  
☐ YES ☐ NO

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

☐ YES ☐ NO

**SIGNATURE**

By signature below, I certify under penalty of law that I am an authorized representative of \_\_\_\_\_ and all information on this form is true and correct to the best of my knowledge.

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

-- End of Attachment 3--

## **--Attachment 4--**

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

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

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).

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, 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.

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Instructions for Certification:**

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

**--End of Attachment 4--**

## ATTACHMENT 5

### MANDATORY ANTI-TERRORISM TRAINING

In accordance with Department of Defense (DOD) Instruction 2000.16, all contract personnel working on site in the performance of a contract at a military site must obtain an Annual Antiterrorism Training Certificate before receiving a contract in the performance of the work.

Each individual working on site is required to complete Level I AT Awareness Training which is free and available online at <https://jko.jten.mil/courses/AT-level1/launch.html>. This is a two-hour course with a multiple-choice exam. Successful completion of the exam results in a written certificate that is that is good for one year from date of completion and may be used on any Department of Military and Veteran's Affairs contract.

The contractor shall be responsible for providing the project manager with a copy of each individual's Certificates of Training Completion, which will be maintained the contract file.

Contractors are encouraged to obtain the Level I Antiterrorism Awareness Training annually and to maintain certificates of each individual to expedite the contract award process.

**Certificate(s) of Antiterrorism Training are not required when submitting a quote.** Contractor tendering a proposal must acknowledge below that if awarded a contract, each individual working on site will have a Certificate of Completion submitted to the project manager.

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

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

--End of Attachment 5--

**-- ATTACHMENT 6--****APPENDIX B<sup>1</sup>  
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.

**--End of Attachment 6--**

## **-- Attachment 7 --**

### **Bidder Checklist**

\*\*\*Respondents are encouraged to use this checklist when assembling their quote package\*\*\*

**All required documents must be received within DMVA/DAS Procurement Office prior to the deadline set for receipt of bids for your quote to be considered responsive. This list is for guidance only and not a required return document. It is the bidder's responsibility to ensure the return of all required documents and/or mandatory return amendment.**

1. **\_\_\_\_\_ Completed Page 1 of this RFQ** – One completed and signed copy of Page 1 of this RFQ.
2. **\_\_\_\_\_ Completed Quote Schedule and Bidder Information (Attachment 1)** – One completed and signed copy of the Quote Schedule with Offeror Information attached to this RFQ.
3. **\_\_\_\_\_ Completed DMVA FMO Federally Funded Contracts Supplemental Requirements (Attachment 2)** – One completed and signed copy of the DMVA FMO Federally Funded Contracts Supplemental Requirements
4. **\_\_\_\_\_ Alaska Bidder Preference Certification (Attachment 3)** – One signed copy of Alaska Bidder Preference applicable.
5. **\_\_\_\_\_ Completed Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form. (Attachment 4)** - One signed copy of the Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form for the bidder.
6. **\_\_\_\_\_ Mandatory Anti-Terrorism Training (Attachment 5)** – One signed copy of the Mandatory Anti-Terrorism Training.
7. **\_\_\_\_\_ Mandatory Return Amendments to this RFQ. (If applicable)** – Ones signed copy if issued.
8. **\_\_\_\_\_ Proof of Alaska Business License** – One copy of Alaska Business License.

\*\* Failure to complete and submit the above items with your quote may result in your quote being considered nonresponsive and being rejected by the State. \*\*

**--End Attachment 7--**

**--End of RFQ--**