

# REQUEST FOR QUOTATIONS

## Purchasing Office

DMVA/DAS Procurement  
PO Box 5800  
JBER, AK 99505

Quotations will be received until:

2:00 PM 2/5/15

RFQ No. 092-0370-15 Req No. 092 - 0370 - 2015

Page 1 of 13 Date 1/27/15

### 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.

#### Delivery Location

DMVA/DHS&EM, PO Box 5750, Joint Base Elmendorf-Richardson, AK 99505

Buyer Bobbi Brauneis *Bobbi Brauneis*

Buyer's Phone # 428-7224

FAX# 428-7229

### Vendor Quotation

Item	Description of Material, Service, or Construction	Qty	Unit	Unit Price	Extended Price
	<p align="center"><b>2015 Biannual Preparedness Conference</b></p> <p><b>Requirement.</b> The State of Alaska, Dept. of Military and Veterans Affairs, Division of Homeland Security and Emergency Management is seeking competitive quotes for a qualified contractor to provide meeting for the Biannual Preparedness Conference to be held in Anchorage on April 7th through the 10th, 2015</p> <p><b>Method of Award.</b> Award will be made as ONE LOT base on Total Contract Cost to the lowest responsive and responsible bidder. Bidders must bid on all items with in the Price Schedule to be considered responsive.</p> <p><b>Insurance.</b> Contractor is to maintain on file proof of insurance as specified in the terms and conditions attached to this RFQ. Proof of insurance to be provided upon 3 days after written request from the State.</p> <p><b>Questions.</b> Questions concerning this RFQ or the contents therein are to be made in writing to MVA.DASProcurement@alaska.gov.</p>				

### THIS SECTION MUST BE COMPLETED BY THE VENDOR

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

Company Name	Address	City	State	Zip code	
Phone Number	Fax	Email			
Alaska Business License Number	Vendor Tax ID Number	Do you qualify for Alaska Bidders' Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you qualify for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Vendor's Signature

Printed/Typed Name and Title

Date

**Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal, by the offeror, that they have not been debarred or suspended from doing business with the federal government. The attached Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions must be completed and submitted with your quote. If subcontractors are allowed, or a bidder is submitting a quote involving subcontractors, the bidder must include completed Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form(s) for each subcontractor listed in their quote.

**SAM Registration.** Bidders must also be registered in the Federal System for Award Management (SAM) before award of a contract resulting from this RFQ. Registration is free and can be done at [www.sam.gov](http://www.sam.gov). It is strongly recommended that bidders register with SAM before submitting a quote in response to this RFQ. Failure to register with SAM before submitting a quote will not impact evaluation of quotes received in response to this RFQ, however, it may delay award of the contract and of any orders placed under the contract until proof of registration is confirmed by the DMVA/DAS Procurement Office.

**Preferences.** Because federal funds will be used in the procurement of services under a contract resulting from this RFQ, State of Alaska Offeror, Bidder, Veteran, and other preferences will not apply.

**Assurances for Federally Required Contract Provisions.** By their signature on the bid, quote, or proposal submitted in response to this solicitation, the contractor selected for award of a contract resulting from this solicitation agrees to comply with the attached DMVA/DHS&EM Assurances for Federally Required Contract Provisions attached to this solicitation. Failure to agree to comply with these provisions will result in cancellation of the award and the contract will be awarded to the next lowest bidder or most advantageous offeror.

**Alaska Business and Other Required Licenses.** Prior to the award of a contract, a bidder 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 and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

**NOTE:** A Certificate of Authority issued by the State of Alaska, Department of Commerce, Community and Economic Development, is not the same as an Alaska Business License, and DOES NOT meet the statutory requirements for an Alaska Business License as stated in this section. A company or business who submits a Certificate of Authority as proof of an Alaska Business License for this solicitation will be considered non-responsive and their bid will be rejected.

**Contract Payments.** Contract payments will be NET 30 days upon receipt of all items ordered and an original contractor's invoice.

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

**Specifications.****1. One (1) Room.**

- Date and Time Required: April 6th through April 10th, 2015 between the hours of 7:00 a.m. to 5:00 p.m.
- Approximately 300 feet for storage and must contain a power source for a copier during the week.

**2. One (1) Room.**

- Date and Time Required: April 7th through April 9th, 2015 between the hours of 7:00 a.m. to 5:00 p.m.
- Classroom style set up for 200 attendees, with the U.S. and Alaska flags displayed at the front.
- One (1) table for handouts.
- One (1) sign holder placed outside of room entrance.

**3. Three (3) Rooms.**

- Date and Time Required: April 7th through April 9th, 2015 between the hours of 7:00 a.m. to 5:00 p.m.
- Classroom style set up for 50 attendees per room.
- One (1) table in each room for handouts
- One (1) sign holder per room, to be placed outside the entrance of each room.

**4. One (1) Room.**

- Date and Time Required: April 10th, 2015 between the hours of 7:00 a.m. to 5:00 p.m.
- U-shaped setting for 25 and theater style seating from between 120 and 200 attendees, with U.S. Flag and Alaska flag displayed at the front.
- One (1) table for handouts.
- One (1) sign holder placed outside of room entrance.

**5. Lobby Requirements for April 7th - 10th, 2015.**

- Seven (7) 7 foot by 30 inch tables with covers and two chairs per table for registration purposes.
- Two (2) coat racks
- Space for two (2) 10 foot by 10 foot booths.
- Ten (10) internet lines.

**6. Handicap Parking.**

- Provide handicap parking spaces for the week, if available.

**7. Audio/Visual Requirements.**

- Each room (except for the 1st room with power source) requires:
  - Projector Screen
  - A/V Cart (small table)
  - Podium with Microphone at the front of the room
  - Two (2) Handheld Microphones
  - Two (2) Wireless microphones. Except on April 7th through the 9th, in the large room, five (5) wireless microphones are required.

**8. Beverage Service for April 7th - the 10th, 2015.**

- During the morning sessions, each day by 7:00 a.m., provide water, bottomless coffee service (regular and decaf), tea, hot chocolate and 200 juices.
- During the afternoon session, around 2:00 p.m. each day, provide 200 sodas.
- Water and coffee service will be provided throughout each day.
- Juices and sodas will be restocked on a consumption basis.

**Price Schedule as detailed the Specifications listed above.**

1. One (1) Room (April 6 <sup>th</sup> – 10 <sup>th</sup> , 2015)	\$ _____
2. One (1) Room (April 7 <sup>th</sup> – 9 <sup>th</sup> , 2015)	\$ _____
3. Three (3) Rooms (April 7 <sup>th</sup> – 9 <sup>th</sup> , 2015)	\$ _____
4. One (1) Room (April 10 <sup>th</sup> , 2015)	\$ _____
5. Lobby Requirements (April 7 <sup>th</sup> – 10 <sup>th</sup> , 2015)	\$ _____
6. Handicap Parking for the week, if available	\$ _____
7. Audio/Visual Requirements (per Specifications 2 – 4)	\$ _____
8. Beverage Service for April 7 <sup>th</sup> through 10 <sup>th</sup> , 2015	\$ _____
<b>9. TOTAL CONTRACT COST</b>	<b>\$ _____</b>

**Submitting Quotes.** Quotes are due no later than 2:00 p.m. Alaska time February 5th, 2015. Email quotes to [MVA.DASProcurement@alaska.gov](mailto:MVA.DASProcurement@alaska.gov). Faxed quotes may be sent to 907-428-7229.

**Bidders Checklist.** The following **must be submitted** with your quote to DMVA/DAS Procurement for your quote to be considered responsive.

1. \_\_\_\_\_ Page 1 of RFQ with the Vendor Information at the bottom page completed by the vendor.
2. \_\_\_\_\_ Completed Price Schedule (above).
3. \_\_\_\_\_ Completed Page 2 of the Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Tier Covered Transactions form attached to the RFQ.
4. \_\_\_\_\_ Completed DHS&EM Assurances for Federally Required Contract Provisions attached to the RFQ.

## INSTRUCTIONS TO BIDDERS/TERMS AND CONDITIONS

1. **REQUEST FOR QUOTATION (RFQ) REVIEW:** Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ.
2. **QUOTATION FORMS:** Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.
3. **SUBMISSION:** Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.
4. **QUOTE REJECTION:** The State reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.
5. **EXTENSION OF PRICES:** In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.
6. **ALASKA PROCUREMENT CODE:** The Procurement Code (AS.36.30) and its Regulations (2 AAC Ch. 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC Ch. 12 are available at most public libraries and legislative information offices; and both are available for review at Alaska State Purchasing Offices.
7. **PRICES:** The offeror shall state prices in the units of issue on this RFQ. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:
  - Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
  - "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
  - Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
  - Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers;
  - Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.
8. **PAYMENT FOR STATE PURCHASES:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement which establishes a lower interest rate or precludes the charging of interest.
9. **PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you quote. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.
10. **VENDOR TAX ID NUMBER:** If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

## INSTRUCTIONS TO BIDDERS/TERMS AND CONDITIONS

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 a 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.

## INSTRUCTIONS TO BIDDERS/TERMS AND CONDITIONS

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, the apparent low offeror must submit a list of the subcontractors that will be used in the performance of the contract. Subcontractors may be added or changed by the contractor if prior written approval is obtained from the procurement officer of the contracting agency. The procurement officer may approve new or different subcontractors at his or her discretion.
25. **FORCE MAJEURE: (Impossibility to perform)** The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. 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:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.
30. **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.
31. **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.
32. **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.
33. **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.

## INSTRUCTIONS TO BIDDERS/TERMS AND CONDITIONS

34. 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.
35. COMPLIANCE WITH ADA: By signature of their quote the offeror 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.
36. 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 32.05 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.
37. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is a qualifying entity as defined in AS 36.30.175, and is the lowest responsive and responsible bidder 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.
38. 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.
39. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE: When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, only those products harvested in Alaska, or in the case of fisheries products harvested or processed within the jurisdiction of Alaska, will be purchased, provided they are available, of comparable quality, and priced no more than seven percent (7%) higher than products harvested outside the state, or in the case of fisheries products harvested or processed outside the jurisdiction of the state, in accordance with AS 36.15.050.
40. 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.
41. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is offering goods or services through an employment program, as defined under 36.30.990(10), and submits a responsive and responsible bid that is no more than fifteen percent (15%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(c) and 2 AAC 12.050.
42. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaskan bidder's preference, under AS 36.30.170 (b), is a qualifying entity as defined in AS 36.30.170(e) and (j), and is the lowest responsive and responsible bidder with a bid that is no more than ten percent (10%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(e).
43. EMPLOYERS OF PEOPLE WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and, at the time the bid is submitted, employs a staff that is made up of fifty percent (50%) or more people with disabilities, as defined in AS 36.30.170(j), and submits a responsive and responsible bid that is no more than ten percent (10%) higher than the lowest responsive and responsible bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(f).



## INSTRUCTIONS TO BIDDERS/TERMS AND CONDITIONS

44. PREFERENCE QUALIFICATION LETTER: Regarding preferences 41, 42, and 43 above, the Division of Vocational Rehabilitation in the Department of Education maintains lists of Alaskan: [1] employment programs that qualify for preference, [2] individuals who qualify for preference as Alaskan's with disabilities, and, [3] employers who qualify for preference as employers of people with disabilities. In accordance with AS 36.30.170(j), in order to qualify for one of these preferences, an offeror must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, offeror 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 41, 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 provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to their quote. The offeror's failure to provide the certification letter mentioned above, with their quote, will cause the State to disallow the preference.

45. 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 30-day prior notice of cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

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

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

STATE OF ALASKA  
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS  
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Participants should refer to the regulations cited below to determine the certification to which they are required to attest. Participants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under Department of Justice 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Division of Homeland Security determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the participant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.610

A. The participant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(5) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the participant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this proposal.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.616 and 67.620

A. The participant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Alaska Division of Homeland Security, Attn.: Grant Administrator, PO Box 5750, Anchorage, AK 99508 for forwarding to Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with this specific grant:

Place of Performance (Street address, city, county, state, zip code) - top of next column ->

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check  if there are workplaces on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620:

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the Alaska Division of Homeland Security and Emergency Management, PO Box 5750, Anchorage, AK 99508 for forwarding to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Participant Name and Address:

and/or Proposal or Project Name

3. EIN or RS/Vendor Number

2. Solicitation Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

## DHS&EM Assurances for Federally Required Contract Provisions

A grantee's and sub-grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses. Certain assurances may not be applicable to your project. If you have questions, please contact DHS&EM.

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. *(Contracts more than the simplified acquisition threshold: > \$100,000.)*
2. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. *(All contracts in excess of \$10,000.)*
3. Comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
4. Comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
5. Comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
6. Comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501- 1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

7. Comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
8. Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
9. Comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
10. Comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
11. Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
12. Comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
13. Comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
14. Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
15. Cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
16. Comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

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Printed Name and Signature of Authorized Representative and Date.