

# REQUEST FOR QUOTATION

Quotations will be received until **June 15, 2026, at 2:00 PM Alaska Time**

**RFQ No.: 260000013**

## PURCHASING OFFICE

Department of Military & Veterans Affairs  
Division of Administrative Services,  
P.O. Box 5308  
JBER, Alaska 99505

Page 1 of 25 Date: May 28, 2026

### 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, include all delivery charges, and exclude applicable taxes. Quotations should be submitted by email to [MvaDasProcurement@alaska.gov](mailto:MvaDasProcurement@alaska.gov) and must be received by the date and time stated above. Mailed quotations will be accepted if received by the deadline. Please reference the Buyer's name and RFQ number in the email subject line or on the return envelope.

#### DELIVERY LOCATION:

49000 Army Guard Rd, Suite B105B JBER, AK  
99505

#### BUYER:

[Fernando Vazquez](#), Procurement Specialist 1, Phone: (907)  
428-7223

### VENDOR QUOTATION

## HAZARD MITIGATION AND EARTHQUAKE/TSUNAMI OUTREACH PLAYING CARD DECKS

The State of Alaska, Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management, is requesting quotes for the production and delivery of two custom educational playing card decks: one Hazard Mitigation deck and one Earthquake/Tsunami deck. Each deck must include a custom tuck box and a full set of playing cards using the State-provided artwork, layouts, logos, and updated card content.

Award will be made to the lowest responsive and responsible bidder based on the lowest total price for the quantity tier selected by the State, after application of all applicable preferences. The State may select the final quantity tier based on available funding and pricing received.

**The required quantities can be found on the attached quote schedule, Attachment 1 beginning on page six (6).**

### THIS SECTION MUST BE COMPLETED BY VENDOR

Delivery shall be made \_\_\_\_\_ calendar days after receipt of order and the State's written approval of the production proof.

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

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

## **MINIMUM REQUIREMENTS**

The vendor shall provide the custom educational playing card decks described in this RFQ and the attached Quote Schedule. All quoted items must be new, unused, of current manufacture, and suitable for public outreach, education, distribution, and repeated handling.

The required decks are:

### **1. Hazard Mitigation Deck**

### **2. Earthquake/Tsunami Deck**

Each deck must include a complete set of custom printed playing cards and a custom printed tuck box using the State-provided artwork, layouts, logos, and updated card content.

The contractor must provide pricing for all required quantity tiers listed in the Quote Schedule. Failure to provide pricing for all required quantity tiers, proofing, packaging, shipping, and delivery may cause the quote to be deemed non-responsive.

Each quantity tier must include equal quantities of each deck type. For example, a 2,500-deck tier means 1,250 Hazard Mitigation decks and 1,250 Earthquake/Tsunami decks.

## **REQUIRED ITEMS**

### **1. Hazard Mitigation Deck**

The Hazard Mitigation deck must include a full set of custom printed playing cards using the State-provided Hazard Mitigation card content, layout, artwork, and logo files. The deck must include a custom printed tuck box.

### **2. Earthquake/Tsunami Deck**

The Earthquake/Tsunami deck must include a full set of custom printed playing cards using the State-provided Earthquake/Tsunami card content, layout, artwork, and logo files. The deck must include a custom printed tuck box.

### **3. Custom Tuck Boxes**

Each deck type must include a custom printed tuck box. The vendor must maintain the existing dieline, dimensions, and general layout structure unless the State approves a change in writing.

For the tuck boxes, the vendor must:

- Remove the NEHRP logo.
- Replace the existing DHSEM logo with the updated DHSEM logo provided by the State.
- Replace the front image with the State-provided artwork.
- Maintain the general appearance, dimensions, and layout structure of the State-provided reference file unless otherwise approved in writing by the State.

### **4. Printed Playing Cards**

The vendor must maintain the existing card layout unless the State approves a change in writing.

For the playing cards, the vendor must:

- Remove “Drop, Cover, Hold On” where it appears.
- Use the grayscale DHSEM logo where shown in the State-provided layout.
- Replace existing card facts with the updated State-provided card content.
- Maintain the general card layout, formatting, and appearance unless otherwise approved in writing by the State.

## **ARTWORK, CONTENT, AND FILES**

The State will provide reference materials and production content for the required decks. These materials include existing card layout examples, existing tuck box layout examples, updated DHSEM logo files, grayscale DHSEM logo files, updated card content, and updated artwork.

The State-provided files are intended to establish the required layout, content, logos, and general appearance of the finished decks. The vendor is responsible for preparing the final production-ready files necessary to produce the completed decks.

If the vendor identifies an issue with the State-provided files, artwork, layout, resolution, formatting, or production content, the vendor must notify the State before production begins. The vendor may not make substantive changes to card content, logos, artwork, layout, or tuck box design without written State approval.

## **DESIGN AND PRODUCTION REQUIREMENTS**

The finished decks must be professionally printed and suitable for public education and outreach distribution.

The vendor must produce each deck type using the State-provided card content and artwork. The vendor may make minor technical production adjustments necessary for print alignment, bleed, trim, color matching, file setup, or production compatibility, provided those adjustments do not materially alter the content, layout, logos, artwork, or overall design concept.

Any substantive change to the card content, artwork, logo placement, tuck box design, card layout, or deck appearance must be approved by the State in writing before production.

The vendor is responsible for ensuring the final printed decks match the State-approved production proof.

## **PROOF REQUIREMENT**

If selected for award, the vendor must provide an electronic production proof showing the proposed final artwork, logos, card layout, tuck box layout, card content, and general appearance for each deck type before production begins.

The vendor may not begin production until the State has approved the production proof in writing.

Proof review will be limited to confirming artwork, logos, layout, card content, tuck box appearance, and general design. Proof approval does not relieve the vendor of responsibility for meeting the RFQ specifications, quantity requirements, delivery requirements, or any other contract requirement.

Final delivered decks must match the State-approved production proof.

## **PACKAGING**

The completed decks must be packaged in a manner suitable for shipping, handling, storage, and public outreach distribution.

Each individual deck must be packaged in its custom tuck box. Bulk packaging must protect the finished decks from damage during shipment and delivery.

The contractor must include a packing list with delivery. The packing list must identify the number of Hazard Mitigation decks, the number of Earthquake/Tsunami decks, and the total number of decks delivered.

## **DELIVERY**

All items must be delivered FOB destination to:

**Department of Military and Veterans Affairs  
Division of Homeland Security and Emergency Management**

**Building 49200  
49000 Army Guard Road  
Fort Richardson, AK 99505**

Delivery must include liftgate service and delivery to the warehouse floor. State staff will move delivered pallets with a pallet jack after delivery to the warehouse floor.

The vendor is responsible for coordinating delivery access to Joint Base Elmendorf-Richardson (JBER) before arrival.

The quoted price must include all costs necessary to provide the finished decks, including artwork setup or updates, production proofing, printing, custom tuck boxes, packaging, shipping, delivery, and all other costs necessary to deliver the completed decks FOB destination.

Costs not identified in the quote may not be charged later.

The vendor must identify the estimated number of calendar days required for production proof turnaround after receipt of State purchase order and the estimated number of calendar days required for final delivery after written State approval of the production proof.

## **METHOD OF AWARD**

Award will be made to the lowest responsive and responsible bidder based on the lowest total price for the quantity tier selected by the State, after application of all applicable preferences.

The State may select the final quantity tier based on available funding and pricing received. The State does not guarantee award of the highest quantity tier.

The Total Quote Price for each tier must include all required Hazard Mitigation decks, all required

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**HAZARD MITIGATION & EARTHQUAKE/Tsunami OUTREACH PLAYING CARDS**

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Earthquake/Tsunami decks, custom tuck boxes, artwork setup or updates, production proofing, printing, packaging, shipping, delivery, and all other costs necessary to provide the finished decks FOB destination.

Preferences will be applied for evaluation purposes only and will not change the contract award amount.

To be considered responsive, a bidder must quote all required quantity tiers listed in the Quote Schedule. A quote that omits required quantity tiers, proofing, packaging, shipping, delivery, or other required costs may be rejected as non-responsive.

**QUOTE SCHEDULE INFORMATION**

**Basis of Award:** Award will be made to the lowest responsive and responsible bidder based on the lowest total price for the quantity tier selected by the State, after application of all applicable preferences.

**Required Pricing:** Vendors must provide pricing for all quantity tiers listed in the Quote Schedule. Failure to provide pricing for all required tiers may cause the quote to be rejected as non-responsive.

**Included Costs:** Pricing must include all costs for artwork setup or updates, proofing, printing, tuck boxes, packaging, shipping, delivery, and all other costs necessary to deliver the completed decks FOB destination.

**Equal Quantities:** Each pricing tier must include equal quantities of Hazard Mitigation decks and Earthquake/Tsunami decks.

**Selected Tier:** The State may select the final quantity tier based on available funding and pricing received. The State's purchase obligation will be limited to the quantities and amount stated in the resulting Purchase Order.

**Production Timeline:** Vendors must identify production proof turnaround and final delivery timelines in the Quote Schedule.

**ATTACHMENT 1: QUOTE SCHEDULE**

Vendors must provide an all-inclusive total price for each tier listed below. Pricing must include all costs for artwork setup or updates, proofing, printing, tuck boxes, packaging, shipping, delivery, and all other costs necessary to deliver the completed decks FOB destination.

Tier	Hazard Mitigation Decks	Earthquake/Tsunami Decks	Total Decks	Unit Price per Deck	All-Inclusive Total Price
A	500	500	1,000	\$ _____	\$ _____
B	1,250	1,250	2,500	\$ _____	\$ _____
C	2,500	2,500	5,000	\$ _____	\$ _____
D	5,000	5,000	10,000	\$ _____	\$ _____
E	10,000	10,000	20,000	\$ _____	\$ _____
Production proof turnaround: ____ calendar days after receipt of State purchase order			Final delivery: ____ calendar days after written State approval of production proof		

## **ATTACHMENT 2: CARD CONTENT**

The updated card content is provided for production of the Hazard Mitigation deck and Earthquake/Tsunami deck.

The vendor may not alter, rewrite, remove, or substitute card content unless approved by the State in writing.

If the vendor identifies a typographical, formatting, spacing, layout, or production issue with the card content, the vendor must notify the State before production.

### **All Disaster Mitigation Cards**



#### **FLOODING**

1. Elevate utilities. Raise electrical panels, furnaces, and water heaters above projected high water.
2. Add back-flow valves to sewer and drain lines to block floodwater from backing up.
3. Grade & drain. Shape yards and install French drains to steer runoff away from buildings.
4. Clear debris. Keep gutters, ditches, and culverts free-flowing year-round.
5. Install backflow valves on sewer lines.
6. Keep downspout extensions at least 6 ft from the house.
7. Buy flood coverage and keep photos of valuables off-site or in the cloud.
8. Clear culverts and driveway pipes of ice and debris every breakup season.
9. Install a battery-backup sump pump.
10. Build with flood-resistant materials—closed-cell spray foam, rigid insulation, tile.

**11. Anchor fuel and propane tanks.****WILDFIRE**

1. Create 30 ft defensible space. Remove dead plants, leaves, and flammables around the home.
2. Fire-rated roof & vents. Choose Class A roofing and ember-resistant 1/8-inch metal mesh screens.
3. Store firewood, propane tanks, and patio cushions 30 ft from structures.
4. Harden the home exterior. Use non-combustible siding, tempered-glass windows, and metal gutters.
5. Map and practice at least two evacuation routes.
6. Mow the lawn to 3 inches or less and keep it watered.
7. From April 1-Aug 31 every year, any open burn in Alaska requires a free state burn permit except cooking or warming fires smaller than 3 ft × 3 ft with flames under 2 ft.
8. Flames should stay knee-high or lower. The smaller the blaze, the easier the exit if winds pick up or embers start hopping.
9. On windy or high-danger days, use a propane or white-gas camp stove instead of an open flame.
10. Spark-proof your gear. Off-highway vehicles and chainsaws need working spark arresters.
11. To put out fires, soak the coals, stir until the hissing stops, soak again, then hover your palm just above the ashes.
12. Park vehicles facing the road, hitch trailers in advance, and keep keys on your person. If an evacuation order drops, seconds matter.
13. Post reflective address numbers at the road so fire crews find you fast.
14. Use non-combustible fences or add a metal gate where wooden fencing meets the house.

**LANDSLIDE**

1. Deep-root native plants. Root systems knit soil together and cut erosion.
2. Redirect runoff. Install berms, swales, or French drains to keep water off steep slopes.
3. Avoid undercutting or adding weight near the bottom of a hillside.
4. Build retaining walls.
5. Watch for warning signs like new cracks, bulging ground, or tilting trees mean move out & call pros fast.
6. Investigate slope history before buying or building.
7. Install avalanche snow-fence or berm above critical infrastructure on steep winter slopes.

8. Plan two exits. Slides love blocking the only road; stash an ATV, sled, or boat where a slump can't trap it.
9. Small, stepped benches break a steep yard into bite-sized, better-drained ledges that shed weight and water.
10. Watch for warning signs. Look for new cracks in drywall, sticking doors, or bulging ground upslope mean it's time to call the pros.

### **WINTER STORM**

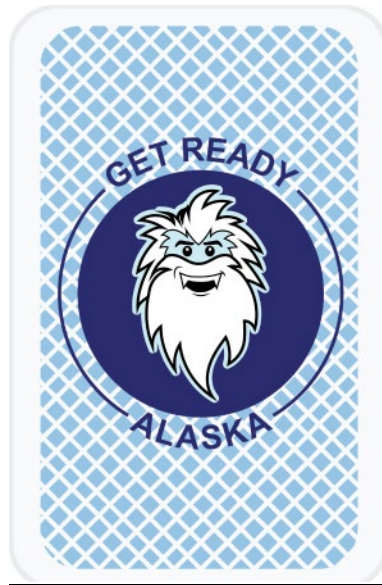
1. Insulate & wrap pipes by adding foam sleeves and heat tape to exposed plumbing.
2. Caulk windows, weather-strip doors, and add attic insulation to lock in heat.
3. Cut branches that overhang power lines or roofs to avoid ice-break damage.
4. Use a generator for backup heat & power.
5. Insulate attics warm roofs can cause large icicles and ice dams.
6. Wrap exposed crawl-space plumbing with heat tape rated for -40 °F.
7. Service your chimney before the first snow.
8. Weather-strip doors and windows.
9. Stash sand or kitty litter and a shovel in vehicle trunks for surprise whiteouts.
10. Upgrade to winter-rated tires by October; studded is legal statewide Sept 15–Apr 30.
11. Compile a car survival kit: sleeping bag, hand warmers, candles, snacks.
12. Label and insulate exterior shut-off valves.
13. Run a slow drip during deep-freeze warnings to keep pipes moving.

### **GENERAL**

1. Regularly check smoke alarms and carbon monoxide detectors.
2. Keep an up-to-date fire extinguisher in your garage.
3. Turn on multi-factor authentication (MFA) for logins.
4. Switch to passkeys or password manager generated phrase.
5. Enable automatic updates for laptops, phones, and tablets.
6. Hard-reboot your phone weekly.
7. Turn on full-disk encryption.

8. Change default router admin credentials and disable remote admin.

### **Earthquake/Tsunami Mitigation Cards**



### **TSUNAMI**

1. Know natural warnings: long, strong quake = danger. Evacuate immediately.
2. A sudden ocean retreat is a red flag. Run inland & uphill.
3. Set your phone to receive Tsunami Alerts (NOAA + WEA).
4. Map TWO evacuation routes: main road + backup footpath.
5. Post blue/white “Tsunami Evacuation Route” signs on key streets.
6. Designate a family rally point 100 ft (30 m) above sea level.
7. Practice a 15-minute “vertical gain” drill and time your climb.
8. Keep a go-bag at work & school; waves don’t wait for a trip home.
9. Store copies of IDs & meds in waterproof pouches inside go-bag.
10. Elevate critical utilities (electrical panels, HVAC) above flood line.
11. Anchor fuel tanks & propane cylinders to prevent float-off spills.
12. Use break-away walls on lower floors to reduce wave pressure.
13. Install backflow valves to stop seawater from entering drains.
14. Landscape with deep-rooted vegetation → reduces erosion velocity.

15. Secure boats with long, strong lines or move them offshore.
16. Choose reinforced concrete or steel frames for new coastal builds.
17. Avoid ground-floor sleeping rooms in tsunami hazard zones.
18. After shaking stops, don't wait for sirens - move to high ground.
19. Stay put until officials give the "all clear."
20. Join your local CERT or tsunami-ready program to sharpen skills.
21. Use corrosion-resistant fasteners in coastal construction.
22. Participate in your state's annual tsunami siren test.
23. Know natural warnings like sudden sea-level drawdown, roaring water.
24. Identify the nearest high ground (100 feet up or 2 miles inland) as your go-to.
25. Mark safe assembly points with reflective signs visible day or night.

## **EARTHQUAKE**

1. Secure or remove heavy items above your bed.
2. Secure tall furniture and bookcases to the wall.
3. Add lips to shelving units to prevent items from falling off.
4. Ensure cabinets have strong latches
5. Store potentially hazardous materials in appropriate containers in sturdy cabinets.
6. Fasten water heater to wall studs.
7. Secure woodstove to wall or floor studs.
8. Install flexible hose connections between tank, supply line, entrance to home or business.
9. Clear area of tall or heavy objects which can fall and rupture the tank or supply line.
10. Consider a seismic shut-off valve for large tanks.
11. Store a wrench near the shut off valve and make sure that family members or employees know how to use it.
12. Clear area around tank of tall or heavy objects that could puncture the tank or supply line.
13. Determine if you live or work in hazardous areas.
14. Mobile homes and modular buildings should be braced to resist vertical and horizontal forces.
15. Teach kids to listen for emergency alerts and not run outside during shaking.

16. Reinforce garage doors with horizontal bracing bars to prevent collapse.
17. Check your insurance. Standard homeowner policies don't cover quake damage.
18. Plan a family reunification spot outside the neighborhood in case comms fail.
19. Back-up vital documents to the cloud and a grab-and-go flash drive.
20. Map two exit routes from every room; blocked doors are common post-quake.
21. Keep beds away from windowpanes, glass, and heavy frames.
22. Stash a sturdy pair of shoes and leather gloves under every bed.
23. Talk to your family about a plan of action if there is an earthquake. Practice it.
24. Keep heavy artwork or mirrors away from beds, couches, and exit routes.
25. Use seismic bracing for overhead light fixtures and ceiling fans.
26. Place soft, non-slip pads under tabletop electronics and lamps.
27. Store hazardous chemicals low to the ground in shatter-proof containers.

# ATTACHMENT 3: REFERENCE CARD LAYOUT

This attachment is provided for reference only. If there is a conflict between this reference image and the written specifications, the written specifications govern.

**ALASKA DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT**

**ALASKA**

## ATTACHMENT 4: REFERENCE BOX/TUCK CASE LAYOUT

This attachment is provided for reference only. If there is a conflict between this reference image and the written specifications, the written specifications govern.

**PLEASE NOTE THAT THIS DIE IS CENTERED TO THE DOCUMENT SIZE.  
IT IS VERY IMPORTANT THAT NEITHER THE DIE OR DOCUMENT SIZE BE ALTERED OR MOVED !**



## **ATTACHMENT 5: LOGO FILES**

**DHSEM Updated Logo**



**DHSEM Grayscale Logo**



**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 by email or at the designated Purchasing Office no later than the date and time stated on the first page of this RFQ.

**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.

**INSTRUCTIONS TO BIDDERS  
TERMS AND CONDITIONS**

**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. DISCLOSURE OF QUOTE CONTENTS:** This section governs the ownership, return, and disclosure of any offer or other record a bidder submits in response to this request for quotations. (Herein, any reference to "Record" includes all such records and the offer; any reference to "Law" includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

**INSTRUCTIONS TO BIDDERS  
TERMS AND CONDITIONS**

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If, and when a notice of award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the bidder undertook the following protective measures:
  - a. marked information confidential;
  - b. for any information marked confidential, identified the authority that makes that specific information confidential; and
  - c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the bidder did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the bidder.
6. If the bidder undertook each protective measure, the State will withhold the information marked confidential to the following extent:
  - a. the State agrees that the Law protects the information; and
  - b. if the nondisclosure is challenged, the bidder fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify a bidder of a request for the Record and of a planned release if the bidder undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the bidder that it will disclose the information unless the bidder convinces the State not to or obtains an order prohibiting disclosure.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**INSTRUCTIONS TO BIDDERS  
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**26. 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.

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

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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.

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**35. 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.

**36. 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.

**37. 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.

**38. 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)

**39. ALASKA MILITARY SKILLS 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 a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska Military Skills Program preference of two percent (2%). The preference will be given to an entity which (1) Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or (2) has an active partnership with an entity that employs an apprentice through a program described above, 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)

**40. 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)

**41. 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

**INSTRUCTIONS TO BIDDERS  
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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.

**42. 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.

**43. 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.

**44. 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).

**45. 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), they 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.

**46. PREFERENCE QUALIFICATION LETTER:** Regarding preferences 43 and 44 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 Alaskan's 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 43 or 44 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.



## ALASKA BIDDER PREFERENCE CERTIFICATION FORM AS 36.30.321 (A) / AS 36.30.990 (2)

<b>Solicitation Number</b>	
<b>Project Description</b>	
<b>Business Name</b>	
<b>Alaska Business License Number</b>	

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 you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

**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.

### SIGNATURE

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

<b>Printed Name:</b>	
<b>Title:</b>	
<b>Date:</b>	
<b>Signature:</b>	

<b>Alaska Bidder Preference:</b> Do you believe your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Alaska Veterans Preference:</b> Do you believe your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Alaska Military Skills Program Preference:</b> Do you believe your firm qualifies for the Alaska Military Skills Program Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No

To qualify for and claim the **Alaska Bidder Preference** you must answer **YES** to all questions in the Alaska Bidder Preference Question section below:

**Alaska Bidder Preference Questions**

1	Does your business hold a current Alaska business license per AS 36.30.990(2)(A)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business submitting a bid or proposal under the name appearing on the Alaska Business license identified above? Per AS36.30.990 (2)(B)?	<input type="checkbox"/> Yes <input type="checkbox"/> 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)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If the answer to question 3 is **YES**, complete the following:

<b>Physical Place of Business Address</b>	
<b>City</b>	
<b>Zip Code</b>	

“**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 the Place of Business identified above meets this definition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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**Per AS 16.05.415(a) per 2AAC 12.990(b)(7), the bidder or offeror, or at least one employee of the bidder or offeror must be a resident of the state?**

1	Do you certify 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)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Do you certify the resident(s) used to meet this requirement has maintained a domicile in Alaska for the 12 months immediately preceding the deadline set for receipt of bids or proposals per AS 16.05.415(a)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Do you certify the resident(s) used to meet this requirement is only claiming residency in Alaska per AS 16.05.415(a)(3)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Do you certify the resident 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)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Per AS 36.30.990(2)(D), is your business:**

1	Incorporated or qualified to do business under the laws of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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**If yes**, enter the current Alaska Corporate Entity Number:

**Indicate below how your business is organized:**

1	Is your business a Sole Proprietorship and the Proprietor is a resident of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business a Limited Liability Corporation organized under AS 10.50 and <b>ALL</b> members are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>If the answer to question 2 above is YES, please identify each member by name:</b></p>  		
3	Is your business a partnership under former AS32.05, AS32.06, or AS32.11 and all partners are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>If the answer to question 3 above is YES, please identify each partner by name:</b></p>  		

**Alaska Veterans Preference Questions:**

To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section above.

**Per AS36.30.321(F), is your business:**

1	A sole proprietorship owned by an Alaska veteran?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	A partnership under AS32.06 or AS32.11 and a majority of the members are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	A limited liability company organized under AS10.50 and a majority of the members are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	A corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Per AS36.30.321(F)(3), an "Alaska veteran" is defined as an individual who:**

- A. Served in the:
  - a. Armed forces of the United States, including a reserve unit of the United States armed forces ; or
  - b. Alaska Territorial Guard, The Alaska Army National Guard, the Alaska Air Nations Guards, or the Alaska Naval Militia; and,
- B. Was separated from services under a condition that was not dishonorable.

4	Do you certify the individual(s) indicated in items 1-4 above meet this definition and can provide documentation of their service and discharge in necessary?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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**Alaska Military Skills Program Preference Questions**

To qualify for and claim the Alaska Military Skills Program Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Bidder Preference section above.

**Per 36.30.321(I), does your business:**

{BIDPR-1/V1/8.8.24}

Office of Procurement and Property Management  
Alaska Bidder Preference Certification Form

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1	Employ at least one person who is enrolled in, or within the past two years, graduated from, a United States Department of Defense SkillBridge or United States Army career skills program that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Have an active partnership with an entity that employs an apprentice through a program described in item 1 above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Have proof of an employee's graduation or enrollment in a qualified program as described in 1. above?	<input type="checkbox"/> Yes <input type="checkbox"/> No