

REQUEST FOR QUOTATIONS

Quotations will be received until:

1:30pm 4/14/09

RFQ No. 09-378-09 Req No. 091 — 378 — 2009

Purchasing Office

State of Alaska

DMVA - DAS

P.O. Box 5800

Ft. Richardson, Alaska 99505

Page 1 of 8 Date 4/1/09

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

State of Alaska, Dept. of Military & Veterans Affairs/FMO
PO Box 5549 Ft Richardson, Alaska 99505

Buyer Mark Ford

Buyer's Phone # 907-428-6026 FAX# 428-6027

Vendor Quotation

Item	Description of Material, Service, or Construction	Qty	Unit	Unit Price	Extended Price
	Environmental Information Technology Support for the Alaska Army National Guard Objective : The objective of this project is to enhance the existing Alaska Army National Guard Environmental Intranet website. This is achieved via modification of a Microsoft Word generated, hyperlinked document known as the Hazardous Waste Management Program into a fully operable program on the Intranet website. Additionally, existing documentation from other environmental fields will be added, as project funding allows, to existing website lists and libraries. Finally, basic advice as to ongoing website editing and management may need to be given. Background: The Alaska National Guard's environmental intranet website provides access to policies, procedures, and related environmental documentation that apply to operations throughout the state of Alaska. The goals of this web include:				

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
Alaska Business License Number	Vendor Tax ID Number	Do you qualify for Alaska Bidders' Preference? ☐ Yes ☐ No	Phone Number	

Vendor's Signature

Printed/Typed Name and Title

Date

(Background - continued)

- Assist in supporting and communicating Environmental Management System (EMS) initiatives and the Environmental Policy Statement
- Demonstrate implementation of state-wide and facility-specific environmental systems and programs

Contractors will have an opportunity during a pre-bid meeting to be shown the existing Environmental Intranet Website.

Summary of Tasks

The contractor will need proficiency with website editing and management tools using Microsoft Windows SharePoint Services. The AKARNG Environmental Intranet exists as an operable design format that needs further input and refinement for easier access to environmental information to AKARNG soldiers and DMVA personnel throughout the State.

Task Details and Deliverables

Task 1. The Contractor shall meet with AK ARNG Environmental Staff and acquire background information as needed. This task will occur as soon as practicable among parties after award of contract.

No. of Hours: _____ x Cost per hour: \$ _____ = \$ _____

Task 2. The Contractor will take the html formatted Microsoft word document based hazardous Waste Management plan and convert it to seamless operable SharePoint based content for use on the Environmental website. This task will be completed within 45 days after award of contract.

No. of Hours: _____ x Cost per hour: \$ _____ = \$ _____

Task 3. The Contractor, as funding allows, will add existing documents to lists and libraries on the website. This task will be completed in 45 days after award of contract in conjunction with Task 2.

No. of Hours: _____ x Cost per hour: \$ _____ = \$ _____

Task 4. The Contractor may need to create lists and libraries and/or add existing video content. This task will be completed in 45 days after award of contract in conjunction with Task 2.

No. of Hours: _____ x Cost per hour: \$ _____ = \$ _____

Task 5. The Contractor will need to advise AKARNG Environment Department select personnel with advice on managing website settings, editing, and management tools. This task will be completed in 45 days after award of contract in conjunction with Task 2.

No. of Hours: _____ x Cost per hour: \$ _____ = \$ _____

Total Cost for Tasks 1-5: \$ _____

RFQ Continuation - Specifications & Requirements

RFQ # 09-378-09

Optional Tasks

During the course of SharePoint website work, the Contractor may encounter situations beyond the scope of this SOW. In such as case, the Contractor shall notify the Contracting Officer and discuss the applicability of, and any subsequent authorization for, exercising any options.

Cost per hour: \$ _____ (all required)

The Contracting Officer may have the option to extend this purchase agreement for multiple years provided the work requested is still within the boundaries of the original SOW and dependent upon funding availability.

Option 1: If the project funding permit, addition of existing documents to lists and libraries on the website will be needed.

Option 2: Contractor will evaluate the best host for the Environmental intranet website. The site needs to be accessible by AKARNG and DMVA employees via federal and/or state servers. The goal is keeping the information on the website current and secure and usable.

Pre-bid Meeting: There will be a non-maditory pre-bid meeting to discuss this RFQ on **April 8, 2009 at 1:30pm - 2:30pm** at Bldg 57024 FMO conference room on Camp Carroll, Ft. Richardson, Alaska. Contact Mark Ford, DMVA Procurement for directions, ph: 428-6026 or email: mark.ford@alaska.gov

Method of Award: Award to be made to the lowest responsive and responsible bidder for the Total Cost (sum of tasks 1-5).

Initial Delivery: From date of award through May 15, 2009

Period of Performance: From date of award through April 30, 2010 with one renewal option for one additional one year period at the sole discretion of the state.

Insurance: The successful vendor must provide insurance identified in item 44 of the boilerplate. The State of Alaska to be named as "additional insured" on the insurance certificate. Insurance certificate to be posted before any work begins on a contract.

Minimum Qualifications (MQ): At least two years proficiency working with website editing and management tools using Microsoft Windows SharePoint Services.

Support Documentation for the MQ's: Vendors may provide any support documentation to identify the type and level of website editing proficiency needed to meet the MQ's for this bid solicitation.

Funding: Payment for the initial term of this contract is subject to funds already appropriated and identified. Approval or continuation of a contract resulting from this is contingent upon legislative appropriation. The total cost for this contract cannot exceed \$50,000 for the total period of performance.

INSTRUCTIONS TO BIDDERS/TERMS AND CONDITIONS

1. **REQUEST FOR QUOTATION (RFQ) REVIEW:** Offerors shall carefully review this RF. 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 of 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 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 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.
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 discounts(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 RF. 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 from 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 obligation of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
13. **TITLE:** Title passes to the State for each item at FOB destination.
14. **FILING A PROTEST:** An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.
15. **COMPLIANCE:** In the performance of a contract that results from this RFQ, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
16. **SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
17. **SPECIFICATIONS:** Unless otherwise specified in the RFQ, product brand names or model numbers are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.
18. **FIRM OFFER:** For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of ninety (90) days from the date of quote opening.
19. **QUOTE PREPARATION COSTS:** The State is not liable for any costs incurred by the offeror in quote preparation.
20. **CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low quote of \$50 or less may, at the discretion of the State, be awarded to the next low offeror receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST" above.
21. **CONTRACT FUNDING:** Offerors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
22. **CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

INSTRUCTIONS TO BIDDERS/TERMS AND CONDITIONS

23. **ASSIGNMENTS(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 conditional upon the State 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 First Judicial District 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 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 7 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.

INSTRUCTIONS TO BIDDERS/TERMS AND CONDITIONS

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.
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 or is a partnership, 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. **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.
38. **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, in accordance with AS 36.15.050.
39. **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.
40. **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.
41. **ALASKANS WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is sole proprietorship owned by a person with a disability, 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 bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(e).
42. **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

43. **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.

44. **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, nonrenewal 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 licenses to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

Worker's 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 limits 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 nonresponsive and to reject the bid.

45. **FOREIGN CONTRACTING:** By signature on this solicitation, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement will cause that state to reject the bid or proposal as non-responsive, or cancel the contract. This applies to all contracts over \$25,000.

NOTE: This policy does not apply to contracts for "supplies" as defined under AS 36.30.990(24), even though some items purchased may include warranty and/or maintenance services that are provided by vendors located outside the United States.