

INVITATION TO BID (ITB) NUMBER

2518N007

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Transportation & Public Facilities
Northern Region Procurement Office
2301 Peger Road
Fairbanks, Alaska 99709

THIS IS NOT AN ORDER DATE ITB ISSUED: September 14, 2017

ITB TITLE: Tazlina Area Janitorial Contract

SEALED BIDS MUST BE SUBMITTED TO THE DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 10:00 AM ON OCTOBER 5TH, 2017, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.


LOCATION OF SERVICE: Tazlina Area

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive notification of subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (1) the bidder has a valid Alaska business license, or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one of the following forms of evidence must be submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default. Bids must be also submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

 Eric Johnson PROCUREMENT OFFICER TELEPHONE NUMBER (907) 451-5102 FAX NUMBER (907) 451-5238 EMAIL: eric.johnson@alaska.gov	_____ COMPANY SUBMITTING BID _____ AUTHORIZED SIGNATURE _____ PRINTED NAME _____ DATE _____ ALASKA BUSINESS LICENSE NUMBER	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER PREFERENCE? [] YES [] NO *DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO *SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY _____ E-MAIL ADDRESS _____ TELEPHONE NUMBER
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INSTRUCTIONS TO BIDDERS:

1. INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

2. BID FORMS: Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.

3. SUBMITTING BIDS: Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Address

Department of Transportation & Public Facilities
Supply & Services
2301 Peger Road
Fairbanks, AK 99709

ITB Name & No.: Tazlina Area Janitorial Contract; 2518N007

Opening Date: October 5th, 2017 at 10:00 AM

ELECTRONIC BID SUBMISSION: Bids may be emailed to eric.johnson@alaska.gov, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the **maximum** size of a single email (including *all* text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907) 451-5102 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

FAX BID SUBMISSION: Bids may be faxed to (907) 451-2313, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids. It is the bidder's responsibility to contact the issuing office at (907) 451-5102 to make arrangements prior to faxing the bid and to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

4. PRICES: The bidder shall state prices in the units of issue on this ITB. 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 in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder 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.

5. VENDOR TAX ID NUMBER: If goods or services procured through this ITB 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.

6. FILING A PROTEST: A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing 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. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

CONDITIONS:

1. AUTHORITY: This ITB is written in accordance with AS 36.30 and 2 AAC 12.

2. COMPLIANCE: In the performance of a contract that results from this ITB, 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.

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

4. SPECIFICATIONS: Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB 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.

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

6. EXTENSION OF PRICES: In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

7. BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

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

9. CONTRACT FUNDING: Bidders 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.

10. 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.

11. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of General Services. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

12. 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.

13. 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.

14. LATE BIDS: Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.

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

16. 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.

17. 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.

18. 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 bid the bidder 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 and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

19. SEVERABILITY: If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SPECIAL CONDITIONS:

1.ORDER DOCUMENTS: Except as specifically allowed under this ITB, 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 ITB. 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 ITB.

2.BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. 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.

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

PREFERENCES:

1. ALASKA BIDDER PREFERENCE: Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the 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[25]

2. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990[25] 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).

3. 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 from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

4. 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.

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

6. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990[25], and is offering goods or services through an employment program as defined under 36.30.990(11), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

7. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990[25], and is a qualifying entity as defined in 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.

8. PREFERENCE QUALIFICATION LETTER: Regarding preferences 6 and 7 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' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 6 or 7 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened, and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the State to disallow the preference.

ALASKA BUSINESS LICENSE 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 statement 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.

ALASKA BIDDER PREFERENCE: An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

- (1) holds a current Alaska business license at the time designated for bid opening;
- (2) submits a proposal for goods or services under the name appearing on the bidder's current Alaska business license;

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- (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 (LLC) 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.

ALASKA BIDDER PREFERENCE STATEMENT: In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

If the bidder is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

BIDDERS 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 Department of Transportation & Public Facilities (DOT&PF) at one of the following numbers no later than 10 days prior to bid opening to make any necessary arrangements.

Telephone: (907) 451-5102

Fax: (907) 451-2313

TDD: (907) 451-2363

COMPLIANCE WITH ADA: By signature of their bid 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.

PREFERENCE QUALIFICATION: In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

CONTRACT PERFORMANCE LOCATION: By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive, or cancel the contract.

HUMAN TRAFFICKING: By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>

Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the establishment of a Janitorial contract, at the Tazlina M & O Station Shop, located at MP 110 Richardson Highway, and the Glennallen Job Center Office Building located at MP 185 Glenn Highway for the Department of Transportation & Public Facilities (DOT&PF), Northern Region.

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

FEDERAL EXCISE TAX: The State of Alaska is exempt from Federal Excise Tax except for 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 charter.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

The State of Alaska is also exempt from State Motor Fuel Taxes. The appropriate exemption forms will accompany a contract(s) resulting from this ITB. The state is not exempt from the Federal Superfund Tax.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of Chris Rhodes, Project Manager, Department of Transportation & Public Facilities.

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.

INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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 \$1,000,000 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.

SUPPORTING INFORMATION: The state strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the contracting officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE: By signature of the bid and by checking the Agricultural and Fisheries Product Preference box beneath each line item, the bidder certifies that the product offered meets the requirements of AS 36.15.050 and is entitled to a preference in accordance with the provisions of that statute.

NONDISCLOSURE AND CONFIDENTIALITY: Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

STATE OF ALASKA ITB # 2518N007

Tazlina Area Janitorial Contract

CONTRACT PERIOD: From date of award through June 30, 2018 with the option to renew for Five (5) additional One (1) year terms under the same terms and conditions. Renewals are to be exercised solely by the State.

CONTRACT PRICES: Prices are to remain unchanged for the first term of this contract. Adjustments may be requested for renewable options per **SC4** of the Supplementary Conditions.

PRICE DECREASES: During the period of the contract all price decreases experienced by the contractor must be passed on to the state. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

ALTERATIONS: The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the contracting officer.

BID GUARANTEE: Bids must be accompanied by a bid guarantee in the form of a Certified or Cashier's check, or Bid Bond in the amount of **\$5,000.00** made payable to the State of Alaska. The bid guarantee of each successful bidder will be retained until that bidder has furnished a satisfactory Performance Bond or Individual Surety. If the successful bidder fails to deliver the required Performance Bond or Individual Surety within the time required, the bid guarantee will be forfeited to the State of Alaska. The bid guarantee of each unsuccessful bidder will be returned as soon as practical after award has been made.

Bidders must submit their bid guarantee with their bid in order to be considered responsive.

PERFORMANCE BOND: Any posted performance bonds will ensure performance over the entire term of the contract. In the event it becomes necessary for the state to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly perform and complete all obligations and work under said contract in accordance with the terms of the performance bond. **A performance bond is to be in the amount equal to Four (4) months of the monthly service charge submitted.**

INDIVIDUAL SURETY: In lieu of a performance bond, a successful bidder may post an individual surety to ensure performance over the entire term of the contract. In the event it becomes necessary for the state to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the individual surety will be declared as liquidated damages and become due and payable to the state. By signature on this ITB, the bidder acknowledges this condition and voluntarily relinquishes any and all claims to the entire individual surety. The individual surety may be in any of the following forms:

- **CERTIFIED OR CASHIER'S CHECK:** A certified or cashier's check, made payable to the State of Alaska in the amount equal to **Four (4) months of the monthly service charge submitted.**

OR

- **SPECIAL NOTICE ACCOUNT OR CERTIFICATE OF DEPOSIT:** A special notice account book or certificate of deposit, made payable to the State of Alaska in the amount equal to **Four (4) months of the monthly service charge submitted.**

Failure to supply this document within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

LOCATION OF WORK: All work performed under this contract shall be performed at the State of Alaska; Department of Transportation Tazlina M&O Station Shop and Glennallen Job Center Office Building located in the Tazlina area.

SITE INSPECTION: Bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. Please contact Chris Rhodes at (907) 822-3184 (office) or (907) 328-9482 (Cell) to schedule a site visit. The contact person is only empowered to allow bidders to view the work site. Any questions the bidders have must be directed to the contracting officer named on the front page of this ITB. The contact person can not and will not answer bidder questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB.

INVOICES: Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to the ordering agency.

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

CONTINUING OBLIGATION OF CONTRACTOR: Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the services provided. Services that are improperly done will be done over, by the contractor, at the contractor's risk and expense.

STATE OF ALASKA ITB # 2518N007
Tazlina Area Janitorial Contract

CONTRACT CANCELLATION: The state reserves the right to cancel the contract at its convenience upon Thirty (30) calendar days written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

METHOD OF AWARD: Award will be made as one lot to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

STATE OF ALASKA ITB # 2518N007
Tazlina Area Janitorial Contract

Attachments

- A. Project Requirements – Tazlina Shop Project Requirements – 7 Pages
- B. Project Requirements – Job Center Project Requirements – 7 Pages
- C. Supplementary Conditions – 6 Pages
- D. Bid Schedule – 3 Pages

Bidder Contact Information

ORDERING ADDRESS: _____

Contact: _____

Phone: _____

Fax: _____

Email: _____

PROJECT REQUIREMENTS

PROJECT NO. 2518N007

TAZLINA DISTRICT JANITORIAL CONTRACT

GLENNALLEN
JOB CENTER OFFICE BUILDING

Located at MP 185 Glenn Highway

STATE OF ALASKA
JANITORIAL CONTRACT/PROJECT REQUIREMENTS
(Janitorial contracts procured under the authority of AS 36.30)

1. **REGULAR JANITORIAL SERVICES WORK OUTLINE:** The successful bidder is responsible for janitorial services as outlined below:

A. **DAILY SERVICES:** Services to be performed Monday through Friday nights after normal state office hours.

1. Empty all interior trash receptacles. Collect all designated waste paper and trash in plastic trash bags furnished by the State and dispose of immediately in dumpster. The Contractor shall also remove any containers or other items marked TRASH. **The Contractor will be required to bring the trash to the Tazlina Maintenance Station for disposal. Dumpster service is provided by the State.**

Replace all soiled, torn, or wet trash receptacle liners with new liners. Clean and disinfect the interior and exterior of all soiled containers.

2. Hot water, soap, deodorizer and appropriate disinfectant, provided by the State, must be used for all janitorial services.
3. Sweep and damp mop all hard surface floors, landings, stairs and entryways, including all hard to reach areas such as under counters, furniture, and all corners. Replace mop water and cleaner after each area has been mopped. Empty mop buckets nightly. Replace mop heads every other month.
4.
 - a) Vacuum all carpeted areas in the building including walk off mats.
 - b) Spot clean all carpets and walk-off mats to remove daily stains.
5.
 - a) Clean and disinfect toilet room floors.
 - b) Clean and disinfect all plumbing fixtures, toilets, urinals, sinks, and shower stalls.
 - c) Clean and disinfect all dispensers, mirrors, counters, and cabinets.

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TAZLINA DISTRICT JANITORIAL CONTRACT

JOB CENTER

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(Janitorial contracts procured under the authority of AS 36.30)

- d) Clean and disinfect all restroom walls and toilet and urinal stall partitions.
 - e) Clean and disinfect all restroom entry area walls and doors.
 - f) Mineral and calcium deposits on any plumbing fixtures will not be accepted. Dirt build up in the corners of floors or fixtures will not be accepted.
 - g) Check function of all dispensers and fixtures in all restrooms. Report any maintenance problems to the Facility Foreman.
- 6. Maintain adequate supplies of toilet paper, seat covers, room deodorizers, paper towels, and anti-bacterial soap in restrooms. These supplies are to be furnished by the State. When supplies are low, notate and leave a request to order for the Facility Foreman.
 - 7. Clean and disinfect table surfaces in conference rooms, break rooms, public areas, hallways, and all public counters in all offices. Use only non-abrasive cleaners.
 - 8. Spot clean all entry way doors, door handles, door frames, and door glass.
 - 9. Clean all coffee pots, cups, spoons, and any appliance.
 - 10. Dust all surfaces up to six feet using a treated duster. The Contractor shall accomplish dusting by the removal of soil from the area, not by moving it from one surface to another.
 - 11. Empty and clean all cigarette receptacles located at building entrances.
 - 12. Police all sidewalks, parking areas, entryways.
 - 13. At the end of each work day, the supervisor shall inspect all buildings and ground areas to ensure that all work is complete, all necessary doors and windows are locked and all lights are turned off.

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B. **MONTHLY SERVICES**: Services to be performed on the second Sunday of each month.

1. Damp mop with a neutral detergent and machine buff using a spray buff all waxed floors to remove traffic marks and restore luster of wax for an even wet look floor finish.

C. **SEMI-ANNUAL SERVICES**: Services to be completed in April and September.

1. Wash the interior and exterior of all windows and glass doors. Remove, wash, and replace all bug screens and storm windows. Leave no streaks or unwashed places. Wash and wipe all window sills and frames, leaving no water spots. Use drop cloths as required to protect adjacent surfaces, fixtures and furniture.
2. Remove all finger marks, dirt, smudges, wash splatter, and wax from walls, doors, windows, woodwork, light switch cover plates, light switches, door knobs and handles, stairwell hand railings, and all associated surrounding areas.

Clean all doors and door glass, sidelights, push plates, handles, and kick plates.

3. Vacuum along edge of wall in all carpeted areas.
4. Complete this service in June and December.
Remove all dirt and wax from all hard surface floors and cove base by mopping or scrubbing with a detergent and wax remover. Rinse thoroughly and apply skid resistant wax of a type recommended by the flooring manufacturers. When the wax is dry, machine buff to a smooth sheen for an even wet look. Use only the strength of wax stripper needed and remove promptly and rinse to eliminate damage to floor tiles and adhesive.

DO NOT POUR WAX DOWN THE FLOOR DRAINS.

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JOB CENTER

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D. **ANNUAL SERVICES:**

1. Clean all carpets and walk off mats, including all hard-to-reach areas such as under counters and under furniture (move chair mats). The Contractor shall remove carpet stains, completely vacuum, clean using hot water extraction equipment and supplies, and completely re-vacuum all carpet. The Contractor shall clean areas such as corners which are inaccessible to the equipment with manual scrubbing devices. After cleaning and allowing sufficient drying time, the Contractor shall vacuum the carpet following a pattern which will give the carpet pile a uniform appearance. Use portable floor and carpet blowers/dryers to completely dry areas before traffic.

Use only detergents that have a ph factor below 10 and contain low levels of volatile organic compounds and when dry are not sticky to the touch.

2. Wash all interior walls, doors, and cove base to remove all dirt, grime and wax. This will include but is not limited to moldings, pipes, emergency lighting, door kick plates, door threshold plates, door jams and frames.
3. Restroom Exhaust Vents. Wash dirt from all air grills and diffusers using neutral cleaners. Rinse thoroughly, leaving no streaks or unwashed areas. Carefully avoid damage to ceiling tiles. Vacuum all surrounding dirty ceiling tiles with brush attachments.
4. Wash and disinfect the interior and exterior of all trash receptacles. Change plastic liners in all trash receptacles. Plastic liners must be adequately sized for the receptacle.

E. **INSPECTIONS**

1. **All monthly, semi-annual, and annual cleaning services are to be coordinated with and inspected by the Project Manager.** Before commencing work on any of these items the Contractor will contact the Project Manager and a written work schedule will be submitted stating what will be done, where Contractor will be cleaning, time of day Contractor will be performing the work, when Contractor will be finished with the cleaning,

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and the names and social security numbers of the workers performing the services. If no contact is made for coordination and inspection and no work schedule is submitted, work may be required to be redone at no charge to the State. Payment will be withheld until work is completed and notice and inspection requirements are met.

F. THE STATE WILL PROVIDE THE FOLLOWING EQUIPMENT, MATERIALS AND SUPPLIES

1. Vacuum and all accessories.
2. Carpet extractor and all accessories.
3. Portable Floor and Carpet Blower/Dryer.
4. Floor buffer and related equipment.
5. Waterproof trash collection container.
6. Plastic Liners (Trash Receptacles)
7. Mops and heads(dust and wet), brooms, dust pans, buckets.
8. Paper products, including tissue, and towels.
9. All cleaning solutions including soaps, disinfectants and deodorizers.
10. Disposable nitrile gloves.

G. SUPPLY AND EQUIPMENT STORAGE

1. The contractor must keep this area neat, orderly, and odor free at all times.

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H. GENERAL

1. If in the opinion of the Project Manager the Contractor damages any State owned property, state employee owned property, or general public owned property the Contractor will make replacements and repairs to the satisfaction of the Project Manager, or the Contracting Agency may either hire another firm, or assign State personnel to repair the damage. This cost will be deducted from the contract.
2. On the last scheduled day of performance the Contractor shall provide all required services. Clean the building and leave all dispensers full.
3. **KEY CONTROL**: Special emphasis is placed on key control. If any key is lost by a contract employee, all locks affected will be re-keyed and all keys will be revised/reissued. This is a very expensive process and the successful bidder shall be held financially liable for all re-keying and reissue.

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TAZLINA DISTRICT JANITORIAL CONTRACT

TAZLINA MAINTENANCE STATION SHOP

Located at MP 110 Richardson
Highway

STATE OF ALASKA
JANITORIAL CONTRACT/PROJECT REQUIREMENTS

(Janitorial contracts procured under the authority of AS 36.30)

1. **REGULAR JANITORIAL SERVICES WORK OUTLINE:** The successful bidder is responsible for janitorial services as outlined below:
 - A. **DAILY SERVICES:** Services to be performed Monday through Friday nights after normal state office hours.
 1. Empty all interior trash receptacles. Collect all designated waste paper and trash in plastic trash bags furnished by the State and dispose of immediately in dumpster. The Contractor shall also remove any containers or other items marked TRASH. **Dumpster service is provided by the State.**

Replace all soiled, torn, or wet trash receptacle liners with new liners. Clean and disinfect the interior and exterior of all soiled containers.
 2. Hot water, soap, deodorizer and appropriate disinfectant, provided by the State, must be used for all janitorial services.
 3. Sweep and damp mop all hard surface floors, landings, stairs and entryways, including all hard to reach areas such as under counters, furniture, and all corners. Replace mop water and cleaner after each area has been mopped. Empty mop buckets nightly. Replace mop heads every other month.
 4.
 - a) Vacuum all carpeted areas in the building including walk off mats.
 - b) Spot clean all carpets and walk-off mats to remove daily stains.
 5.
 - a) Clean and disinfect toilet room floors.
 - b) Clean and disinfect all plumbing fixtures, toilets, urinals, sinks, and shower stalls.
 - c) Clean and disinfect all dispensers, mirrors, counters, and cabinets.
 - d) Clean and disinfect all restroom walls and toilet and urinal stall partitions.

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- e) Clean and disinfect all restroom entry area walls and doors.
 - f) Mineral and calcium deposits on any plumbing fixtures will not be accepted. Dirt build up in the corners of floors or fixtures will not be accepted.
 - g) Check function of all dispensers and fixtures in all restrooms. Report any maintenance problems to the Facility Foreman.
- 6. Maintain adequate supplies of toilet paper, seat covers, room deodorizers, paper towels, and anti-bacterial soap in restrooms. These supplies are to be furnished by the State. When supplies are low, notate and leave a request to order for the Facility Foreman.
 - 7. Clean and disinfect table surfaces in conference rooms, break rooms, public areas, hallways, and all public counters in all offices. Use only non-abrasive cleaners.
 - 8. Spot clean all entry way doors, door handles, door frames, and door glass.
 - 9. Kitchen/coffee room: Clean and wipe down sink, walls, coffee pot, cups and spoons.
 - 10. Break room: Clean and wipe down microwave, toaster oven, refrigerator, and water cooler.
 - 11. Clean washer/dryer room and area.
 - 12. Dust all surfaces up to six feet using a treated duster. The Contractor shall accomplish dusting by the removal of soil from the area, not by moving it from one surface to another.
 - 13. Empty and clean all cigarette receptacles located at building entrances.
 - 14. Police all sidewalks, parking areas, entryways and dumpster areas and deposit

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waste in dumpster.

15. At the end of each work day, the supervisor shall inspect all buildings and ground areas to ensure that all work is complete, all necessary doors and windows are locked and all lights are turned off.

B. **MONTHLY SERVICES:** Services to be performed on the second Sunday of each month.

1. Damp mop with a neutral detergent and machine buff using a spray buff all waxed floors to remove traffic marks and restore luster of wax for an even wet look floor finish.

C. **SEMI-ANNUAL SERVICES:** Services to be completed in April and September.

1. Wash the interior and exterior of all windows and glass doors. Remove, wash, and replace all bug screens and storm windows. Leave no streaks or unwashed places. Wash and wipe all window sills and frames, leaving no water spots. Use drop cloths as required to protect adjacent surfaces, fixtures and furniture.
2. Clean the interior of the Break Room refrigerator.
3. Remove all finger marks, dirt, smudges, wash splatter, and wax from walls, doors, windows, woodwork, light switch cover plates, light switches, door knobs and handles, stairwell hand railings, and all associated surrounding areas.

Clean all doors and door glass, sidelights, push plates, handles, and kick plates.

4. Vacuum along edge of wall in all carpeted areas.
5. Complete this service in June and December.
Remove all dirt and wax from all hard surface floors and cove base by

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mopping or scrubbing with a detergent and wax remover. Rinse thoroughly and apply skid resistant wax of a type recommended by the flooring manufacturers. When the wax is dry, machine buff to a smooth sheen for an even wet look. Use only the strength of wax stripper needed and remove promptly and rinse to eliminate damage to floor tiles and adhesive.

DO NOT POUR WAX DOWN THE FLOOR DRAINS.

D. ANNUAL SERVICES:

1. Clean all carpets and walk off mats, including all hard-to-reach areas such as under counters and under furniture (move chair mats). The Contractor shall remove carpet stains, completely vacuum, clean using hot water extraction equipment and supplies, and completely re-vacuum all carpet. The Contractor shall clean areas such as corners which are inaccessible to the equipment with manual scrubbing devices. After cleaning and allowing sufficient drying time, the Contractor shall vacuum the carpet following a pattern which will give the carpet pile a uniform appearance. Use portable floor and carpet blowers/dryers to completely dry areas before traffic.

Use only detergents that have a ph factor below 10 and contain low levels of volatile organic compounds and when dry are not sticky to the touch.

2. Wash all interior walls, doors, and cove base to remove all dirt, grime and wax. This will include but is not limited to moldings, pipes, emergency lighting, door kick plates, door threshold plates, door jams and frames.
3. Restroom Exhaust Vents. Wash dirt from all air grills and diffusers using neutral cleaners. Rinse thoroughly, leaving no streaks or unwashed areas. Carefully avoid damage to ceiling tiles. Vacuum all surrounding dirty ceiling tiles with brush attachments.
4. Wash and disinfect the interior and exterior of all trash receptacles. Change plastic liners in all trash receptacles. Plastic liners must be adequately sized for the receptacle.

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E. **INSPECTIONS**

1. **All monthly, semi-annual, and annual cleaning services are to be coordinated with and inspected by the Project Manager.** Before commencing work on any of these items the Contractor will contact the Project Manager and a written work schedule will be submitted stating what will be done, where Contractor will be cleaning, time of day Contractor will be performing the work, when Contractor will be finished with the cleaning, and the names and social security numbers of the workers performing the services. If no contact is made for coordination and inspection and no work schedule is submitted, work may be required to be redone at no charge to the State. Payment will be withheld until work is completed and notice and inspection requirements are met.

F. **THE STATE WILL PROVIDE THE FOLLOWING EQUIPMENT, MATERIALS AND SUPPLIES**

1. Vacuum and all accessories.
2. Carpet extractor and all accessories.
3. Portable Floor and Carpet Blower/Dryer.
4. Floor buffer and related equipment.
5. Waterproof trash collection container.
6. Plastic Liners (Trash Receptacles)
7. Mops and heads(dust and wet), brooms, dust pans, buckets.
8. Paper products, including tissue, and towels.
9. All cleaning solutions including soaps, disinfectants and deodorizers.

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10. Disposable nitrile gloves.

G. SUPPLY AND EQUIPMENT STORAGE

1. The contractor must keep this area neat, orderly, and odor free at all times.

H. GENERAL

1. If in the opinion of the Project Manager the Contractor damages any State owned property, state employee owned property, or general public owned property the Contractor will make replacements and repairs to the satisfaction of the Project Manager, or the Contracting Agency may either hire another firm, or assign State personnel to repair the damage. This cost will be deducted from the contract.
2. On the last scheduled day of performance the Contractor shall provide all required services. Clean the building and leave all dispensers full.
3. KEY CONTROL: Special emphasis is placed on key control. If any key is lost by a contract employee, all locks affected will be re-keyed and all keys will be revised/reissued. This is a very expensive process and the successful bidder shall be held financially liable for all re-keying and reissue.

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(Janitorial contracts procured under the authority of AS 36.30)

The following supplements modify, change, delete from or add to the Standard Terms and Conditions. Where any provision is modified, or a segment deleted, by these Supplementary Conditions; the unaltered portion of that provision shall remain in effect. Where any of these Supplementary Conditions conflict with or provide an uncertainty as to the meaning of other provisions of the Contract Documents, the Contractor shall, upon discovery and prior to bid closing, make a written request to the Procurement Officer for clarification.

SC1. Scope Reduction or Termination: : This contract is subject to appropriations made by the Legislature of the State of Alaska and it may be reduced in scope or terminated due to lack of such appropriations.

SC2. CONTRACT FUNDING: Payment and performance obligations for terms of the contract are subject to the availability and appropriation of funds.

SC3. CONTRACT EXTENSION: Unless otherwise provided in the Contract Documents, the Contracting Agency and the Contractor agree (1) That any holding over the contract beyond any exercised renewal options, will be considered as a "month-to-month" extension. All terms and conditions as set forth in this contract shall remain in full force and effect. (2) Each party shall provide to the other party of the intent to cancel such "month-to-month" extension at least 30 days prior to the desired date of cancellation.

SC4. PRICE ADJUSTMENTS: Contract prices, as bid, are to remain firm through the initial period of the contract. Thereafter, contract prices may only be adjusted at the time of contract renewal. The Contractor may request a price adjustment. Requests must be in writing and must be received 30 days prior to the renewal/adjustment date. If the Contractor fails to request a price adjustment 30 days prior to the renewal/adjustment date, the adjustment will be effective 30 days after the state receives their written request.

The adjusted contract price shall be computed as follows:

0-12 Janitorial Deficiency Notices in one year current contract amount times a factor of 1.5%
12-18 Janitorial Deficiency Notices in one year current contract amount times a factor of 1.0%
Over 18 Janitorial Deficiency Notices in one year NO INCREASE

SC5. CONTRACTOR PAYMENTS: Payment for contracts under \$500,000.00, for the undisputed purchase of services provided by the Contractor, shall be made within 30 days of the

SUPPLEMENTARY CONDITIONS

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receipt of a proper invoice. A late payment is subject to interest, at a rate equal to the "legal rate of interest" established under AS 45.45.010, on the unpaid balance. Interest will not be paid if there is a dispute or if there is a discrepancy in the invoice. Billings for all services rendered during a given month (or prorated if less than a full month) shall be submitted to the Project Manager on the last working day of that month.

SC6. BILLING INSTRUCTIONS: Invoices must be submitted to the attention of the Project Manager representing the Contracting Agency. The manager's name and address is identified on the *Janitorial Contract Award* form. The agency will make payment only after verifying that the services have been provided in accordance with the contract requirements. Modifications to the Contractor's invoice, resulting from defective Work or improper billing procedures, shall only be made following written notice to the Contractor. Questions or disputes concerning the Contractor's payment must be presented in writing to the Project Manager. Invoices must be provided in a format acceptable to the agency. The Project Manager reserves the right to request back-up documentation in support of invoices in questions. Failure to provide the requested back-up may result in partial payment or rejection of the billing. Requested back-up may include, but not be limited to, employee time sheets and pay records, record of subcontractor payments, bills of sale for equipment and supplies, and evidence of timely tax or employee compensation payments.

SC7. EMPLOYMENT OF RESIDENT MANAGER: The Contractor will be required to employ a resident manager. The resident manager must have training, experience, or a combination of both in the cleaning of office buildings of similar size and occupancy. The resident manager must have at least three year's satisfactory work history in performing the required duties and managing a janitorial work force. The resident manager shall be locally available during normal State business hours. The manager shall have full authority to manage day-to-day operations and act on behalf of the Contractor. The manager shall:

1. Coordinate the work with the State Project Manager.
2. Ensure work is performed in accordance with contract requirements.
3. Receive and resolve service complaints.
4. Ensure employees are properly trained.
5. Do daily on site supervision and inspections.
6. Understand, speak, read, and write English fluently.

As a condition of contract Award, or during the term of the contract in the event that the information has changed or the resident manager is replaced, the Contractor shall submit in writing to the Project Manager, **the name, address and 24 hour contact telephone number, working fax machine**

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number, and an E-mail address of the proposed resident manager. Included with the submittal shall be a copy of the proposed manager's resume, containing a full statement of relevant training and experience, together with the names and telephone numbers of references able to verify training and satisfactory performance. At the Approval of the Project Manager the Contractor may make alternate arrangements to provide the required services including designation of themselves as the resident manager. The Project Manager must Approve the resident manager before the appointment is made.

The Resident Manager shall be available to the Project Manager or designate to discuss performance of the services or other provisions of the contract.

The Resident Manager shall be trained and shall ensure all work is performed following all applicable OSHA, EPA, and other Federal, State, and local laws and regulations.

SC8. COMMUNICATION: At least one person at the supervisory level, who can speak, read and write English fluently must be present at all times. The supervisor will be empowered to act for the Contractor.

SC9. PRESENCE OF MINORS: Minors, including family members of the Contractor or his employees, are not to be on the Project site during contract Work hours and are prohibited from performing any Work under this contract.

SC10. EQUIPMENT INSPECTION: The State will provide equipment as listed in the Project Requirements..

SC11. JANITORIAL SERVICES/SUPPLIES/EQUIPMENT: The Contractor shall provide all of the janitorial services as described to accomplish the Work described in these Contract Documents.

The State will provide equipment, materials, and supplies as listed in the Project Requirements.

SC12. SAFETY DATA SHEETS (SDS): The State will provide copies of SDS's relating to all chemical and cleaning agents that are to be used in the performance of this contract. The Contractor shall maintain a file of Safety Data Sheets in a standard three ring binder which shall be located in the janitors closet in each building.

SC13. WORK SCHEDULE: As a condition of contract Award the Contractor shall provide to the Contracting Officer a written detailed work schedule listing: (1) the anticipated performance dates of

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all scheduled Work under the contract,(2) a written detailed schedule of the number of person hours to complete each task as outlined in the Project `in the building, the names and social security numbers of people that will be working in the building, and the material costs. Updated schedules shall be provided to the agency upon request or in the event that dates or personnel change from those originally shown. In addition, the Contracting Officer shall be notified **48** hours in advance of performing any non-routine Work.

SC14. WORK HOURS: Unless stipulated elsewhere in these Contract Documents, janitorial services will be performed Sunday through Thursday nights after normal state office hours. Normal state office hours are **7:00 AM** to **5:00 PM**.

SC15. INSPECTION OF WORK/DEFICIENT WORK: The Contractor or the Contractor's designee shall upon notification by the Contracting Agency be present at a designated location to conduct an inspection with the agency's representative. Such inspection to occur on the day of notification and between the hours of 7:00 AM and 9:00 AM. Required corrections resulting from deficient Work, shall be accomplished immediately after the inspection or between the hours of 7:30 AM and 11:00 AM or, at the sole discretion of the Contracting Agency, at an acceptable, alternate time. If the Contractor fails to appear for an inspection or a deficiency is not corrected within the stated period of time, the contracting Agency may either hire another janitorial firm or assign State personnel to correct the deficiency and deduct that cost from the next payment due under the contract or invoke the penalty clause, at the State's sole discretion.

The Resident Manager will daily check for and respond to Janitorial Deficiency Notices they will be E-Mailed and/or faxed to the Contractor.

PENALTY CLAUSE: For failure to respond to a Janitorial Deficiency Notice

1. 1/15 of the monthly billing amount will be deducted from the Contractors payment, if in the opinion of the Project Manager a Janitorial Deficiency needs to be corrected that work day and it is not done by 11:00 AM. The Project Manager will contact the Contractor's Supervisor by 9:00 AM to inform them of the Deficiency. In case of conflict the Project Managers decision will be final.

2. 1/30 of the monthly billing amount will be deducted from the Contractors payment, if a Janitorial Deficiency Notice that was E-mailed and/or faxed is not corrected by the following morning. In case of conflict the Project Managers decision will be final.

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SERVICE CONTRACT DEFICIENCIES: The contractor's failure to provide a service required by this contract will be grounds for the state to issue a Service Deficiency Claim (SDC) to the contractor. The SDC will be provided to the contractor in writing. The contractor will advise the state, in writing, of the corrective action being taken.

If a deficiency is not corrected within the next working shift from the time it is issued, the state may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the state for the amount required to correct the problem.

If a contractor gets more than two substantiated SDCs in a 30-day period or a total of five substantiated SDCs in a 60-day period, it will be grounds for the state to declare the contractor in default.

SC16. BUILDING SECURITY: The Contractor will ensure that outside doors are kept locked at all times except when the building is normally open to the public. Interior building doors must remain locked except while work in the immediate area is in progress. All doors are to be locked when the contractor and his employees leave the building. Contractor shall turn off all lights and close and lock all windows at the end of each work period.

SC17. CONDUCT OF THE WORK: All services shall be performed during the frequency schedules prescribed in this contract. All work shall be completed without interfering with the proper performance of State business or work being done by other contractor's. The contractor shall prevent his employees from disturbing material on desks, opening drawers or cabinets, or using telephones and other office machines or electronic devices provided for official State use. If removed for cleaning convenience, furniture and wastebaskets will be replaced in their original locations. *Work must be performed in accordance with current OSHA and ENVIRONMENTAL statutes and regulations.*

SC18. AREA INCLUDED IN THE CONTRACT: To include but not limited to all offices, foyers, hallways, entryway and doors, windows, stairways, closets, conference rooms, hearing rooms, libraries, restrooms, break rooms, coffee rooms, elevator cabs, sidewalks, parking areas, storage areas, and interior windows or partitions as applicable to this contract.

SC19. AREA EXCLUDED FROM THE CONTRACT: Rooms specifically excluded by the State due to special requirements.

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SC20. WORK AREA INCREASE OR DECREASE: The Contracting Officer reserves the right to increase or decrease the Work area within the Project. The price per square foot of an increase or decrease shall be equal to the current contractual price per square foot. By signing the contract the Contractor indicates their agreement with this provision.

BID SCHEDULE

Project Number: 2518N007
Project Name: Tazlina District Janitorial Contract

Bidders Please Note: Before preparing this Bid Schedule, read carefully the Project Documents.
The contract includes janitorial services at the following locations:
Tazlina Maintenance Station Shop
Glennallen Job Center

BASIC BID

Tazlina Maintenance Station Shop

Item 1: Monthly Price for Work in the Project Requirements Sections:

- A. Daily Services
- B. Monthly Services
- C. Semi-Annual Services
- D. Annual Services

\$_____ x 12 months = \$_____ Yearly Price (1)

Glennallen Job Center

Item 2: Monthly Price for Work in the Project Requirements Sections:

- A. Daily Services
- B. Monthly Services
- C. Semi-Annual Services
- D. Annual Services

\$_____ x 12 months = \$_____ Yearly Price (2)

TOTAL

Basic Bid

Items (1)+(2)

\$_____ Yearly Price

If, in checking the bids, the Contracting Agency discovers a discrepancy between the unit price amount and the extended amount, the unit price amount will prevail. Conditioned bids, unless expressly requested, shall not be considered.

Award will be made on the basis of the Basic Bid and subject to availability of funds.

Enter the cost per hour for additional **scheduled** cleaning services in the event they are needed. The State does not guarantee a minimum use for these additional services. They will be on as as-needed basis only.

\$_____ per hour. This is for informational purposes only and will not be considered a factor in the total bid price.

CONTRACTOR:_____

Date:_____

Bid Schedule

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