

STATE OF ALASKA

Department of Fish and Game Division of Administrative Services 1255 W 8th Street Juneau, AK 99801

Request For Proposals RFP 2018-1100-3787

Date of Issue: September 5, 2017

Title and Purpose of RFP: Janitorial Services for Fairbanks Hunter Education Facility

Offerors Are Not Required To Return This Form.

<u>Important Notice</u>: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

Matt Meienberg Procurement Officer Department of Fish and Game

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit one hard copy of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Fish and Game
Division of Administrative Services
Attention: Matt Meienberg
Request for Proposal (RFP) Number: 2018-1100-3787
Project name: Janitorial Services for Fairbanks Hunter Ed Facility
PO Box 115526
Juneau, AK 99811-5526

If using <u>U.S. mail</u>, please use the following address:

PO Box 115526 Juneau, AK 99811-5526

If using a <u>delivery service</u>, please use the following address:

1255 W 8th St. Juneau, AK 99801

Proposals must be received no later than **2:00 P.M.**, Alaska Time on **September 26, 2017**. Faxed or emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

If submitting a faxed proposal, it is the offeror's responsibility to contact the issuing agency at (907) 465-4131 to make arrangements prior to faxing the proposal and to confirm that the proposal has been received.

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to dfg.contracting@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

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 proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. It is the offeror's responsibility to contact the issuing agency at (907) 465-6177 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

PROCUREMENT OFFICER: Matt Meienberg – PHONE (907) 465-4133 - FAX (907) 465-6181

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, approximately November 1, 2017, through October 31, 2018, with 5 one-year renewal options. Renewals are at the sole discretion of the State.

Unless otherwise provided in this RFP, 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 30-days before the desired date of cancellation.

The approximate contract schedule is as follows:

- Issue RFP September 5, 2017
- Pre-proposal site walk through **September 15, 2017**,
- Deadline for Receipt of Proposals September 26, 2017,
- Proposal Evaluation Committee complete evaluation by October 5, 2017,
- State of Alaska issues Notice of Intent to Award a Contract October 6, 2017,

(Minimum period between issuing Notice of Intent and issuing contract is 10 days - to allow time for protests.)

- State of Alaska issues contract October 16, 2017,
- Contract start November 1, 2017,

1.03 Purpose of the RFP

The Alaska Department of Fish and Game is soliciting proposals for janitorial services for their Hunter Education Indoor Shooting Range located in Fairbanks, Alaska.

1.04 Budget

Department of Fish and Game, Division of Administrative Services, estimates a budget of \$30,000.00 dollars annually for completion of this project. Proposals priced at more than \$30,000.00 annually may be considered non-responsive.

1.05 Location of Work

The location(s) the work is to be performed, completed and managed is Fairbanks, Alaska.

The state will provide workspace for the contractor.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

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

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 proposal as non-responsive, or cancel the contract.

1.06 Human Trafficking

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States 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/j/tip/

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

1.07 Assistance to Offerors with a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

1.08 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

1.09 Questions Received Prior to Deadline for Receipt of Proposals

All questions must be in writing and directed to the issuing office, addressed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

1.10 Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

1.11 Alternate Proposals

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

1.12 Right of Rejection

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- · are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest. A proposal from a debarred or suspended offeror shall be rejected.

1.13 State Not Responsible for Preparation Costs

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.14 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

1.15 Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

1.16 Joint Ventures

Joint ventures will not be allowed.

1.17 Offeror's Certification

By signature on the proposal, offerors certify that they comply with the following:

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

1.18 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Fish and Game reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.19 Right to Inspect Place of Business

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

1.20 Solicitation Advertising

Public notice has been provided in accordance with 2 AAC 12.220.

1.21 News Releases

News releases related to this RFP will not be made without prior approval of the project director.

1.22 Assignment

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

1.23 Disputes

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

1.24 Severability

If any provision of the contract or agreement 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.

1.25 Federal Requirements

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

2.02 Pre-proposal Conference/Walkthrough

A pre-proposal conference/walkthrough will be held at **1:00 pm**, Alaska Time, on **September 15, 2017** in the Fish and Game building located at 1501 College Road in Fairbanks, Alaska. The purpose of the walkthrough is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

2.03 Site Inspection

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

2.04 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

2.05 Supplemental Terms and Conditions

Proposals must comply with Section **1.12 Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.06 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

2.07 Discussions with Offerors

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

2.08 Prior Experience

Proposers must demonstrate a minimum of two years of experience providing commercial janitorial services.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

2.09 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

2.10 Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

2.11 Alaska Business License and Other Required Licenses

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing for information on these licenses.

Website: https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx

Phone: (907) 465-2550 Email: license@alaska.gov Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

You are not required to hold a valid Alaska business license at the time proposals 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.

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

2.12 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Service's web site:

http://doa.alaska.gov/dgs/policy.html

Alaska Products Preference - AS 36.30.332
Recycled Products Preference - AS 36.30.337
Local Agriculture and Fisheries Products Preference - AS 36.15.050
Employment Program Preference - AS 36.30.321(b)
Alaskans with Disabilities Preference - AS 36.30.321(d)
Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.

2.13 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990(2), & 2 AAC 12.260

An Alaska Bidder Preference of five percent will be applied to the price in the proposal. The preference will be given to an offeror who:

- (1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- (2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- (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 proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror 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 offeror 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.

2.14 5 Percent Alaska Veteran Preference AS 36.30.321(f)

An Alaska Veteran Preference of five percent, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- (a) sole proprietorship owned by an Alaska veteran;
- (b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Statement

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

2.15 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.



Formula Used to Convert Cost to Points

[STEP 1]

List all proposal prices, adjusted where appropriate by the application of all applicable preferences.

Offeror #1 -	Non-Alaskan Offeror	\$40,000
Offeror #2 -	Alaskan Offeror	\$42,750
Offeror #3 -	Alaskan Offeror	\$47,500

[STEP 2]

Convert cost to points using this formula.

The RFP allotted 40% (40 points) of the total of 100 points for cost.

Offeror #1 receives 40 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 40 points.

Offeror #2 receives 37.4 points.

\$40,000	Χ	40	=	1,600,000	÷	\$42,750	=	37.4
Lowest		Max				Offeror #2		Points
Cost		Points				Adjusted By		
					Th	ne Application	Of	
						All Applicable		
						Preferences		

Offeror #3 receives 33.7 points.

\$40,000	Х	40	=	1,600,000	÷	\$47,500	=	33.7
Lowest		Max				Offeror #3		Points
Cost		Points	Points Adjusted By					
					Th	ne Application	Of	
All Applica				All Applicable)			
						Preferences		

2.16 Alaska Offeror Preference AS 36.30.321 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

EXAMPLE

Alaska Offeror Preference

[STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

Total number of points available - 100 Points

100	x 10%	= 10
Total Points	Alaskan Offerors	Number of Points
Available	Percentage Preference	Given to Alaskan Offerors
		Under the Preference

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

Offeror #1 - 89 points Offeror #2 - 80 points Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

Offeror #1 - **89 points** Offeror #2 - **90 points** Offeror #3 - **98 points**

Offeror #3 is awarded the contract.

2.17 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held via teleconference from the Fish and Game Headquarters Building in Juneau, Alaska.

2.18 Failure to Negotiate

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

2.19 Notice of Intent to Award (NIA) — Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

2.20 Protest

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- a. the name, address, and telephone number of the protester;
- b. the signature of the protester or the protester's representative;
- c. identification of the contracting agency and the solicitation or contract at issue;
- d. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

This contract is a Fixed Price contract.

3.02 Contract Approval

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Fish and Game, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.04 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

3.05 Additional Terms and Conditions

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.06 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal.

3.07 Bid Bond - Performance Bond - Surety Deposit

There is not bond requirement for this contract.

3.08 Contract Funding

Payment for the contract is subject to funds already appropriated and identified.

3.09 Proposed Payment Procedures

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

3.10 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of **NAME** or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

3.11 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

3.12 Contract Personnel

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.14 Termination for Default

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached.

3.15 Liquidated Damages

The State will not include liquidated damages in this contract.

3.16 Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of **NAME** or the Commissioner's designee.

3.17 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

3.18 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 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 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).

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.

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

The State of Alaska Department of Fish & Game (ADF&G) uses the services of a contractor to perform routine and specialized janitorial tasks at the ADF&G Hunter Education Indoor Shooting Range (HEDR) in Fairbanks, Alaska. The facility features ten, 50-foot shooting lanes, a range bay area, a steel bullet trap, an advanced airhandling system, classroom space for up to 36 students, an electronic shooting range and room, restrooms, water fountains, common lobby areas, storage areas, mechanical rooms, an onsite storage building and shed, a parking lot and wooded and landscaped grounds. ADF&G maintains a thorough maintenance and janitorial schedule with specific focus on lead (Pb) management and facility cleaning protocol to keep the range safe and clean for the public.

For the purposes of this document, the word **Contractor** will be used to reference the individual (or business) who seeks to perform the work as outlined in the janitorial contract. **ADF&G** refers to the Alaska Department of Fish & Game, and for the purposes of this document, refers specifically to the management personnel (Project Director) for the ADF&G Hunter Education Indoor Shooting Range in Fairbanks, Alaska. For the purposes of this document, the State or the State of Alaska refers to the representative authority responsible for the administration of the janitorial contract between ADF&G and the Contractor.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

JANITORIAL TASKS

Task 1:

	3 3
Task 2:	Daily Cleaning Inside the Live-Fire Range and Airlock
Task 3:	40% Filter (Pre-Filter) Change in the Bullet Trap Room
Task 4:	95% Filter (Main Filter) Change in the Bullet Trap Room
Task 5:	Bucket Emptying in the Bullet Trap Room
Task 6:	Semi-Annual Cleaning Outside the Live-Fire Range
Task 7:	Cleaning Behind the Bullet Trap
Task 8:	Annual Cleaning of Surfaces Inside the Live-Fire Range
Task 9:	HEPA Filter Change and Cleaning in the Upper Level
Task 10 ⁻	Snow Removal from Sidewalks and Entrances

Daily Cleaning Outside the Live-Fire Range

Task 1 - Daily Cleaning Outside the Live-Fire Range

- 1. Anticipate performing this task two to six times per week during the main season at the range.
- 2. Include parking lot, sidewalks, outside entry ways (front and rear of building), inside entry (outer lobby), main lobby, restrooms, classrooms, E-range room, and secure storage area (located off the main lobby).
- 3. Empty all trash and debris and wipe clean all wastebaskets, replace plastic liners and include spare liners in bottom of container for future or emergency use. Plastic liners must be adequately sized for the receptacle. In addition, replace used, soiled, torn or worn plastic wastebasket liners and wash soiled wastebaskets at least once a week (or more frequently if unsanitary or malodorous).
- 4. Dust all visible surfaces including furniture fixtures, window sills, shelves, counters, and equipment to a height of 8' with a treated cloth that will pick up dust particles and eliminate static electricity. Do not use dust cloths on computer monitors as such use has potential to scratch the monitor's surface; instead, use appropriate new and/or clean cleaning wipes designed for electronics.
- 5. Dust mop or sweep all hard surface floors, other than those found in bathrooms, with a yarn broom treated with polyethylene glycol or similar non-injurious material.
- 6. Damp mop and machine buff all waxed floors to remove traffic marks and restore luster of wax, leaving an even wet look floor finish and damp mop concrete floors to remove traffic marks.
- 7. Remove spots, stains, and all foreign matter (gum, smudges, etc.) from floors, carpets, rugs, tile, handrails, and furniture and remove all finger marks and smudges from walls, doors and woodwork.
- Vacuum all carpeted floors to remove all debris including walk-off mats. Make sure to vacuum all hard-toreach areas such as under counters, under furniture, and all nooks and crannies. Replace vacuum paper filter bags as needed.
- 9. Clean all glass surfaces with glass cleaner. Finger or hand prints and other smudges left on glass surfaces will not be accepted.
- 10. Clean tops of all tables set-up in classrooms, lobby, and E-Range room.

- 11. Clean, disinfect and deodorize all drinking fountains. Mineral and calcium deposits shall be removed.
- 12. Clean, disinfect and deodorize restroom floors, wash all plumbing fixtures with appropriate cleaning solutions. Clean, disinfect and deodorize urinals and water closets. Damp wipe all dispensers, tiled portion of toilet room walls and stall partitions. Mineral and calcium deposits shall be removed. Mineral and calcium deposits on any plumbing fixtures will not be accepted. Clean all restroom mirrors with a glass cleaner. Make sure the restroom floor drains are deodorized and do not dry out.
- 13. Provide and maintain adequate supplies of: toilet paper, seat covers, deodorizers, sanitary napkin disposable liners, sanitary napkins, and liquid soap in restrooms. Also, provide paper towels in all restrooms. (The State may provide D-LEAD hand soap for use in the restroom soap dispensers.)
- 14. Clean, disinfect and deodorize restroom counter tops and sinks.
- 15. Police all sidewalks and parking areas, grassed areas and around dumpsters, by collecting and removing all trash, including cigarette butts, and other discarded materials.
- 16. Empty and clean out the smoker's station located outside the main entry.
- 17. Clean, disinfect and deodorize mop sink in the contractor work area in the mechanical room at the end of each shift. Clean, disinfect and deodorize floor and walls in the vicinity of the mop sink and in the "janitor's area."

Task 2 – Daily Cleaning inside the Live-Fire Range and Airlock

- 1. Anticipate performing this Task two to six times per week during the main season at the range.
- 2. Includes airlock, and in the live-fire range; the secure storage area, janitor's storage area, range bay, shooting stations, and firing lanes to the bullet trap, and the surface of the bullet trap.
- 3. Wear protective, disposable gloves and booties (or approved "downrange shoes" used/worn only when conducting downrange inspections/cleaning) while cleaning inside the live-fire range, and remove and properly dispose of gloves or booties used inside the live-fire range when exiting to other parts of the building.
- 4. Manually start air handling system, leave system running while cleaning, and manually stop the system when finished.
- 5. Before doing any other cleaning, pick up loose ammunition casings using the scoops and squeegees provided and dispose of in the labeled receptacles, then vacuum up to a height of 8 feet all horizontal surfaces using the HEPA vacuum. Sweeping or dust mopping is prohibited.
- 6. Vacuum the airlock entry room using the HEPA vacuum. Be careful to use only the vacuum hose in the airlock and do not bring the vacuum base into the airlock.
- 7. Emptying the HEPA vacuum and replacing the plastic liner every month or as needed.
- 8. Clean up to a height of 8 feet vertical surfaces at all shooting stations using a solution of water and D-LEAD (1 part D-LEAD to 20 parts water).
- 9. Remove spots, stains, and all foreign matter (gum, smudges, stickers, etc.) from floors and all vertical and horizontal surfaces.

- 10. Clean live-fire range floors with automatic floor scrubber (using a pad no harder than blue) and clean other horizontal surfaces (including shelves at the shooting stations, wall mounted boxes, storage carts, etc.) using a solution of water and D-LEAD Cleaning Solution (1 part D-LEAD to 20 parts water). Be exceedingly careful to not spill water, waste water, or cleaning solutions during transport in and out of the utility room (water source) and the live-fire range.
- 11. Vacuum blast shields and lower, angled surface of the bullet trap using the HEPA vacuum.
- 12. Clean windows and door glass with glass cleaner. Finger or hand prints and other smudges left on glass surfaces will not be accepted.

Task 3 – 40% Filter (Pre-Filter) Change in the Bullet Trap Room

- 1. Anticipate changing the 40% (pre-) filters once every 2 to 6 weeks during the main season at the range.
- 2. Wear protective, disposable gloves, Tyvek suits, booties and respirator with HEPA filtration. It is the Contractor's responsibility that all contract employees working in the bullet trap room have appropriate, fittested and approved-to-wear, respirators, and have received lead (Pb) awareness training.
- 3. Remove, contain, and stow sixteen used 40% filters (pre-filters) and replace with new filters as scheduled by ADF&G. Used filters shall be placed in tightly-sealed, plastic heavy-duty or doubled bags prior to exiting the building. Typically, four or eight used pre-filters are placed in a bag at a time, depending on the size of the plastic bag. Contractor will transport the sealed plastic bags containing the used filters to the storage location as determined by ADF&G, which is likely to be in a storage shed on site, located near the bullet trap door. Filters will be provided by the State.
- 4. Transport clean (new) filters from their storage area, as determined by ADF&G, which is likely to be in the upper level of the storage building onsite in the north east corner of the range parking lot, to the range as needed.
- 5. Notify ADF&G once this task has been completed.

Task 4 – 95% Filter (Main Filter) Change in the Bullet Trap Room

- 1. Anticipate changing the 95% (main) filters once every 4 to 8 weeks during the main season at the range.
- 2. Wear protective, disposable gloves, Tyvek suits, booties and respirator with HEPA filtration. It is the Contractor's responsibility that all contract employees working in the bullet trap room have appropriate, fittested and approved-to-wear, respirators, and have received lead (Pb) awareness training.
- 3. Remove, compact using provided vertical baler and baler twine according to ADF&G directions, and stow sixteen 95% filters (main filters) and replace with new filters as scheduled by ADF&G. Used filters shall be compacted in tight bundles of eight filters each, with a square of cardboard at the bottom and top of each bundle. Compacted bundles may be contained within tightly sealed plastic bags or cardboard boxes. Contractor will transport the compacted bundles of used filters to the storage location as determined by ADF&G, which is likely to be in a storage shed on site, located near the bullet trap door. Filters will be provided by the State.
- 4. Remove and properly dispose of all protective gear before entering other parts of the building.
- 5. Transport clean (new) filters from their storage area as determined by ADF&G, which is likely to be in the upper level of the storage building onsite in the north east corner of the range parking lot, to the range as needed.
- 6. Notify ADF&G once this task has been completed.

Task 5 - Bucket Emptying in the Bullet Trap Room

- 1. Anticipate emptying the buckets once every 20 to 90 days during the main season at the range.
- 2. Wear protective, disposable gloves, Tyvek suits, booties and respirator with HEPA filtration. It is the Contractor's responsibility that all contract employees working in the bullet trap room have appropriate, fittested and approved-to-wear, respirators, and have received lead (Pb) awareness training.
- 3. Consolidate all lead in the bullet trap buckets into as few buckets as possible (be careful to not add so much to one bucket to make it too heavy to lift), seal each bucket, weigh each bucket after consolidation, log the weight of each bucket on a standard form provided on the clipboard mounted to the exterior of the inside door, and stow buckets out of the way inside the bullet trap room.
- 4. Make sure that emptied buckets are firmly mounted in all the bucket holder brackets beneath the bullet trap.
- 5. Replacement buckets and lids will be provided by the State as needed but make sure to retain buckets that are designed to fit in the bucket holders and use other buckets (that may not be designed to fit in the bucket holders) for consolidation.
- 6. Clean up any spilled lead fragments or debris after changing out buckets. Properly dispose in one or more of the buckets prior to affixing lid(s).
- 7. Remove and properly dispose of all protective gear before entering other parts of the building.
- 8. Notify ADF&G once this task has been completed.

Task 6 – Semi Annual Cleaning Outside the Live-Fire Range

- 1. Include outside entry ways (front and rear of building), inside entry (outer lobby), main lobby, restrooms, classrooms, E-range room, and secure storage area (located off the main lobby).
- 2. Anticipate performing this task once or twice per year, with one session typically during August/September.
- 3. Shampoo carpets with commercial quality carpet cleaning machine, including all hard-to-reach areas such as under counters, under furniture, and all nooks and crannies (move carpet protectors). The contractor shall remove carpet stains, completely vacuum, shampoo using hot water extraction equipment and supplies, and completely re-vacuum all carpet. The contractor shall shampoo areas such as corners which are inaccessible, with manual scrubbing devices. After shampooing and allowing sufficient drying time, the Contractor shall vacuum the carpet following a pattern which will give the carpet pile a uniform appearance. Shampoo or replace (at ADF&G's discretion) all walk-off mats. Use portable floor and carpet blowers/dryers to completely dry areas before traffic. Remove wash splatter and dirt off of cove base in all corridors and rooms. Restore cove base to a polished appearance.
- 4. Shampoo/clean chairs so that they are free of any dirt, stains, discolorations or splotches.
- 5. Dust or vacuum window coverings such as drapes curtains, blinds, overhead pipes or molding, etc., that must be reached by ladder. Vacuum and/or wash dirt from all air grilles 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 and grid metal with brush attachments.
- 6. Wash windows inside and out leaving no streaks or unwashed places. Wipe water spots from sills and frames. Use drop cloths as required to protect adjacent surfaces, fixtures, and furniture.

- 7. Wash walls where wall covering permits. Clean and wax wainscot wall covering, wood trim and wood doors. Wash ALL interior walls, doors, and cove base to remove all dirt, grime and wax.
- 8. Remove all wax from all hard surface floors by mopping or scrubbing with a synthetic detergent or wax remover, rinse thoroughly and apply good skid resistant wax of a type recommended by floor tile manufacturers. When wax is dry, machine buff to a smooth, shiny sheen.

Task 7 - Cleaning Behind the Bullet Trap

- 1. Anticipate cleaning several times per year.
- 2. Wear protective, disposable gloves, Tyvek suits, booties and respirator with HEPA filtration. It is the Contractor's responsibility that all contract employees working in the bullet trap room have appropriate, fittested and approved-to-wear, respirators, and have received lead (Pb) awareness training.
- 3. Manually start air handling system, leave system running while cleaning, and manually stop the system when finished.
- 4. Before moving it to other parts of the building, clean all surfaces of the HEPA vacuum using a solution of D-LEAD (1 part D lead to 20 parts water) in water.
- 5. Vacuum all surfaces of the area, on top, underneath, and behind mouth of the bullet trap, and on filter housing using the HEPA vacuum.
- 6. Damp mop floor using a solution of D-LEAD (1 part D lead to 20 parts water) in water.
- 7. Replace the refuse bag (polyliner) on the HEPA vacuum.
- 8. Remove and properly dispose of all protective gear before entering other parts of the building.

Task 8 – Annual Cleaning of Surfaces Inside the Live-Fire Range

- 1. Includes the entirety of the live-fire range, including the airlock, and in the live-fire range; the secure storage area, janitor's storage area, range bay, shooting stations, and firing lanes to the bullet trap, and the surface of the bullet trap.
- 2. Anticipate cleaning once each year during August/September.
- 3. Wear protective, disposable gloves, Tyvek suits, booties and respirator with HEPA filtration. It is the Contractor's responsibility that all contract employees working in the bullet trap room have appropriate, fittested and approved-to-wear, respirators, and have received lead (Pb) awareness training.
- 4. Manually start air handling system, leave system running while cleaning, and manually stop the system when finished (optional).
- 5. Thoroughly vacuum all surfaces of ceiling, ceiling baffles, blast shields and surfaces of the bullet trap using the HEPA vacuum.
- 6. Thoroughly vacuum inside all light fixtures and wipe clean, exterior and interior surfaces of fixtures with a solution of D-LEAD (1 part D-LEAD to 20 parts water) in water.
- 7. Thoroughly clean ALL surfaces with a solution of D-LEAD (1 part D-LEAD to 20 parts water) in water.
- 8. Remove and properly dispose of all protective gear before entering other parts of the building.
- 9. Notify ADF&G once this task has been completed.

Task 9 – HEPA Filter Change and Cleaning in the Upper Level

- 1. Anticipate changing the HEPA filters and cleaning the Upper Level once every 2 to 3 years.
- 2. Wear protective, disposable gloves, Tyvek suits, booties and respirator with HEPA filtration. It is the Contractor's responsibility that all contract employees working in the bullet trap room have appropriate, fittested and approved-to-wear, respirators and have received lead (Pb) awareness training.
- 3. Remove and dispose of twelve HEPA filters and replace with new filters as scheduled by ADF&G.
- 4. Used filters shall be placed in cardboard boxes and tightly sealed with tape prior to exiting the building. Contractor will transport the sealed boxes containing the used filters to the storage location as determined by ADF&G, which is likely to be in a storage shed on site, located near the bullet trap door. Filters will be provided by the State.
- 5. Transport clean (new) filters from their storage area as determined by ADF&G, which is likely to be in the upper level of the storage building onsite in the north east corner of the range parking lot, to the range as needed.
- 6. Vacuum all horizontal surfaces in filter housing area and the exterior of all air handling system ductwork in the Upper Level room with a portable HEPA vacuum.
- 7. Wipe down and clean all surfaces in filter housing area and the exterior of all air handling system ductwork with a solution of D-LEAD (1 part D-LEAD to 20 parts water) in water.
- 8. Mop all floor surfaces in the Upper Level with a solution of D-LEAD (1 part D-LEAD to 20 parts water) in water. Water will need to be transported in a container up and down the stairs from the Utility Room and sink to the Upper Level and back.
- 9. Notify ADF&G once this task has been completed.

Task 10 - Snow Removal from Sidewalks and Entrances

- 1. Contractor should anticipate performing this task whenever snowfall results in two inches or more accumulation and whenever sidewalk/entrance conditions are slippery or otherwise hazardous to pedestrian and employee traffic.
- 2. Contractor will remove snow and ice from sidewalks and entrances, as applicable to an extent, which will render the areas safe to pedestrian and employee traffic.
- 3. Sidewalks, entranceways, handicapped parking spaces and access ramps, including outside the storage building, bullet trap door, storage shed, range main entrance and range emergency rear exit, and pathway to the heating oil storage tanks (main building and storage building) are to be clear of snow and ice, and traction material is to be applied as necessary, by 7:30 a.m., or by other times as arranged with ADF&G.
- 4. Remove snow and ice at least one-foot away (on the parking lot side) from all sidewalks and parking blocks/curbs that adjoin the parking lot.
- 5. Contractor is to provide and apply environmentally safe traction material (sand and/or gravel mix) where needed to provide additional protection from falling for pedestrians.
- 6. Removed snow must be spread evenly into the parking lot areas, at least one-foot away from sidewalk and parking blocks, and may not be bermed (built up) in any one area more than curb height (maximum 3").

7. There may be no snow placed or bermed (built up) in front of parking spaces, handicapped parking spaces, walkways, or access ramps. Clear access must be provided for these areas.

GENERAL REQUIREMENTS

SCOPE OF CONTRACT AMOUNT: ADF&G has a fiscal responsibility to keep all janitorial costs practical and within budget. There is no minimum guaranteed amount or frequency of tasks with this contract as most task frequency is based on range use levels and cleaning needs. The range operates a main season (typically mid-September through mid-May) when use levels and cleaning needs are medium to high, and a "summer season," when use levels and cleaning needs are reduced. Estimates of Task frequency are provided in the JANITORIAL TASKS listed above.

COMMUNICATION: While the Contractor is performing work, at least one person who can speak, read and write English fluently shall be present at the facility.

PRESENCE OF MINORS: The Contractor shall not permit minors, including relatives of the Contractor or Contractor's employees, to be in the facility. Minors are prohibited from performing work in connection with this contract.

LICENSES AND CREDENTIALS: The Contractor shall be licensed by the State of Alaska to conduct business as appropriate to the requirements of the janitorial contract and <u>shall submit proof of license along with their proposal</u>. The Contractor shall have training acceptable to ADF&G regarding lead (Pb) awareness and handling and <u>shall submit proof of such training along with their proposal</u>.

EQUIPMENT INSPECTION: The Contractor shall make available for inspection by ADF&G, equipment and accessories necessary to perform the work. The equipment and accessories shall be in good condition and capable of performing their intended functions. If equipment on order has not yet arrived at the inception of the contract, the Contractor shall make available for review by ADF&G, documentation describing the equipment ordered, which shall be made available for inspection immediately after arrival. All equipment necessary to perform services in connection with this contract shall be on the job site within 15 calendar days from the date of contract inception. Contractors who fail to comply with this requirement shall be considered to be not responsible and the State shall reject the bid or cancel the contract.

JANITORIAL SERVICES, SUPPLIES, and EQUIPMENT: The Contractor shall furnish all labor, equipment, supplies and materials necessary to accomplish the work required, with the exception of a HEPA vacuum, an automatic floor scrubber, and D-LEAD cleaning solution. A HEPA vacuum and an automatic floor scrubber will be supplied by the State and will be used only in the live-fire range or bullet trap room. D-LEAD cleaning solution will be provided by the state. The state may also provide D-LEAD hand soap for use in restroom soap dispensers. The Contractor will be responsible for properly operating, cleaning, and maintaining the state owned HEPA vacuum and floor scrubber during the contract period.

Unless otherwise specified in Scope of Work, the Contractor shall provide standard commercial grade products, supplies, equipment, paper goods, and rest-room supplies of types and sizes to fit dispensers provided by the State. These items are subject to inspection and approval by ADF&G. The Contractor may not use alternative rest-room product dispensers in lieu of those already in place without the approval of ADF&G. ADF&G may require the Contractor to submit, for approval, a list of proposed brand names and/or actual product samples of the supplies the Contractor intends to use.

WORK HOURS: All routine services shall be performed between 11:00 p.m. and 7:00 a.m. Arrangements for completion of some tasks outside of these hours may be made by ADF&G and the Contractor.

ASSIGNMENT OF TASKS: ADF&G will provide the Contractor with a monthly schedule near the first of each month itemizing which tasks and on which days the assigned tasks need to be completed during the month. Some tasks are independent of this schedule (like snow removal) or are scheduled during the month as needed (like filter changes which are dependent on use levels at the range). ADF&G reserves the right to alter the schedule as needed based on range operations and will notify the Contractor of any changes to the schedule. The Contractor is expected to follow the schedule and perform the tasks on the dates assigned.

INSPECTION OF WORK/DEFICIENT WORK: The State will inspect work performed by the Contractor to ensure adherence to contract requirements. ADF&G may notify the Contractor of deficient work, either verbally or in writing, and establish a reasonable time for correction. If the Contractor fails to correct deficient work in accordance with contract requirements by the stated deadline, ADF&G shall issue a Notice of Deficiency to the Contractor. The notice shall identify, in writing, the specific uncorrected deficient service(s) or other contract violation. The Contractor will check for Deficiency Notices during each day when cleaning tasks are performed. These will be posted on the wall above the mop sink in the mechanical room. Arrangements may also be made to email notices to the Contractor.

From time to time, with reasonable advance notice (but not to exceed two hours between 8 a.m. and 5 p.m. weekdays), ADF&G may require the Contractor to be at a designated location for a joint inspection of work included in the contract. If deficient work is identified during the inspection, the Contractor shall correct such deficient work within one day after the conclusion of the inspection, or within a reasonable longer time, as approved by ADF&G. If the Contractor cannot be contacted to schedule an inspection, fails to appear for an inspection, or does not correct deficient work by the stated deadline, ADF&G may proceed to correct such deficient work by other means, deduct the actual cost from the Contractor's proceeds.

PENALTY CLAUSE: For failure to respond to a Deficiency Notice

Failure to correct a deficient item of work or other contract requirement within the established time period and in accordance with contract requirements, shall constitute a Cure Letter to be written by the Contracting Officer to the Contractor. The notice shall describe each item of Work that is deficient, reference the applicable contractual requirements and denote the amount of time allowed to correct each deficiency. In addition, it shall notify the Contractor of the dates of all Notice of Deficiency's issued under the contract. Failure to correct the deficiencies listed on the Cure Letter by the allotted time provided will result in the termination of the contract.

WORK AREA INCREASE OR DECREASE: ADF&G reserves the right to increase or decrease the work area within the facility. The contract price increase or decrease will be pro-rated on the basis of unit prices bid by the Contractor.

CONDUCT OF THE WORK: All tasks shall be performed according to the procedures anticipated at the time of contract award. The Contractor shall cooperate with ADF&G to make reasonable modifications to task frequency and/or procedures at the discretion of ADF&G if operational experience indicates modifications are necessary. The contract price increase or decrease will be pro-rated on the basis of unit prices bid by the Contractor and be by mutual agreement between the Contractor and the State. If an agreement on contract price increase or decrease cannot be reached, either the Contractor or the State may terminate the contract 60-days after written notice is provided.

All work shall be completed without interfering with the proper performance of State business or work being done by other contractors. The contractor shall prevent his employees from disturbing material on desks, opening drawers or cabinets, or using telephones, computers, or other equipment 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.

QUALIFICATIONS/SECURITY CLEARANCE: The Contractor, subcontractors, and all employees shall be capable and experienced in the contract work to be performed. The State may require removal of any worker from the work area whom it deems incompetent, insubordinate, or otherwise objectionable. The State may also require removal of any worker from the work area whose continued presence is deemed contrary to the public or State's best interests. The contractor or any principal, officer or employee of the Contractor who has been convicted of any felony or any crime involving moral turpitude within the previous 10 years is prohibited from working on the premises. The Contractor or any principal, officer or employee of the Contractor who has been charged with a felony or any crime involving moral turpitude is prohibited from working on State premises until such time as the charges are dismissed. The State may require that the Contractor, subcontractors, and all employees submit to fingerprinting and security clearance. If required, it is the responsibility of the Contractor to ensure that this

requirement is met without delay. All costs involved will be borne by the Contractor. Contractor and all subcontractors and employees while working on the premise shall wear in a visible location photo I.D. badges with employee name and company name. The cost of the badges will be borne by the contractor.

Contractor, subcontractors, and all employees who work at the facility are required to take a Range Orientation and Safety Briefing and be issued a range ID number before working at the facility. The orientation must be scheduled in advance and will be provided by ADF&G at no cost to the Contractor.

HEALTH AND SAFETY: All employees working in the live-fire range shall complete lead (Pb) awareness training prior to beginning work in the facility that is satisfactory to ADF&G. It is the Contractor's responsibility to provide lead awareness training for his/her employees. The State may be able to provide lead awareness training as part of the annual range staff training.

It is the Contractor's responsibility to provide Personal Protective Equipment such as Tyvek suits, booties, gloves, face masks, respirators, etc., to all employees. The State may be able to provide protective suits, booties, and gloves.

The Contractor shall test lead level in the blood of all employees working in the live-fire range prior to beginning work in the facility, according to OSHA standards for sampling and analysis {Standards – 29 CFR; Lead. – 1910.1025(j)(2)(iii)}. Any personnel with blood lead levels at or above 40 μ g/100 g of whole blood shall not be allowed to begin work in the facility until each monthly blood test over a two month period demonstrates a blood lead level below 40 μ g/100 g of whole blood. All costs involved will be borne by the Contractor. Results of blood tests will be reported to ADF&G. The State may be able to cover the cost of blood lead level testing for the contractor's employees who work cleaning the range.

At the discretion of ADF&G, the Contractor shall require employees to wear sampling devices provided by the State to measure exposure to lead during tasks performed in the live-fire range. Cost of sampling will be borne by the State.

MATERIAL SAFETY DATA SHEETS (MSDS): In accordance with Federal law and as a condition of contract Award, the Contractor shall provide to ADF&G evidence that copies of all MSDS's (relating to all the chemicals and cleaning agents that are to be used in the performance of this contract) are available to their employees. During the course of the contract, MSDS's for newly acquired products, not identified at award, shall also be made available. Within two hours, the Contractor shall provide to the State copies of any requested MSDS.

DUMPSTERS/TRASH REMOVAL FROM SITE: Dumpster service is provided by the State. The Contractor is to place all non-hazardous trash/debris from the facility in the dumpster. Contractor may only dispose of non-hazardous items from this contract into the dumpster.

PLASTIC TRASH BAGS: Plastic liners for wastebaskets shall be furnished by the Contractor and shall be changed as needed, but in no case shall be used longer than one week. Ensure proper liner size for size of receptacle. Minimum mil thickness: office wastebaskets .5 mil.; large receptacles 1.5 mil.

BUILDING SECURITY: The facility is equipped with an alarm system. Employees entering the building will be required to disarm the system, as instructed by ADF&G. Failure to properly disarm the system will result in billing for false alarms from Fairbanks Police Department. The Contractor will be financially liable for any false alarms triggered by improper use of the alarm system by employees.

As instructed by ADF&G, the Contractor shall turn off all designated lighting, lock doors and windows, and enable the alarm system upon exiting the facility each work day.

The contractor shall ensure that outside doors remain locked at all times except when the building is normally open to the public. Special emphasis is placed on key control. If a contract employee loses any key, all locks affected will be re-keyed and all keys will be revised/reissued. This is a very expensive process and the Contractor will be held financially liable for all re-keying.

CONTRACTOR USE AREAS: The Contractor will maintain use areas designated in the mechanical (utility room) and range storage areas in a clean, neat and orderly fashion. MSDS forms are to be kept current and prominently displayed near the janitor's area in the mechanical room.

CLEANING AGENTS OUTSIDE THE LIVE-FIRE RANGE:

Hot water, soap, deodorizer and appropriate disinfectant, such as a bleach solution or EPA registered germicide must be used for all cleaning services.

- Never use washing solutions stronger than necessary.
- · Apply washing solution only long enough to loosen dirt.
- Rinse clean surfaces with clear water.
- Do not spill solutions on surfaces not to be cleaned.
- Do not use abrasive pads or towels or cleaners on computer monitors.
- Use steel wool, scouring powders, and abrasives only when absolutely necessary.
- Untreated feather dusters are not allowed.
- Carpet and tile maintenance is to be performed in accordance with manufacturer's specifications.

CLEANING WITH WATER INSIDE THE LIVE-FIRE RANGE: Some of the cleaning done inside the live-fire range will require use of a solution of D-LEAD and water. There is no plumbing in the live-fire range. The Contractor will gather water from and dump water into the utility sink in the mechanical room. The Contractor must not spill water or solutions when transporting water or solutions in and out of the mechanical room.

BILLING AND PAYMENT: The Contractor will bill ADF&G monthly, on the first of the month, for services performed the previous month. All invoices must clearly itemize the Unit Cost or dollar amount charged for one completion of the Task, the Quantity or total number of times each Task was performed during the month, the Extended Cost or total amount charged for each Task for the month, and the Total Due or the total charge for all Tasks performed in the month.

Following is an example of format for the billing statement from the Contractor for one month of service:

Service Dates: March, 2018 (3/1/18 – 3/31/18)

Task	Description	Cost Quantity		Extended Cost		
1	Daily Cleaning Outside the Live-Fire Range	\$		\$		
2	Daily Cleaning Inside the Live-Fire Range and Airlock	\$		\$		
3	40% Filter (Pre-Filter) Change in the Bullet Trap Room	\$		\$		
4	95% Filter (Main Filter) Change in the Bullet Trap Room	\$		\$		
5	Bucket Emptying in the Bullet Trap Room	\$		\$		
6	Semi-Annual Cleaning Outside the Live-Fire Range	\$		\$		
7	Cleaning Behind the Bullet Trap	\$		\$		
8	Annual Cleaning of Surfaces Inside the Live-Fire Range	\$		\$		
9	HEPA Filter Change and Cleaning in the Upper Level	\$		\$		
10	Snow Removal from Sidewalks and Entrances	\$		\$		
COMM	COMMENTS: TOTAL DUE:					

Cost: the dollar amount charged by the Contractor to perform the Task per contract

Quantity: number of times Contractor performed Task during the month

Extended Cost: the Cost multiplied by the Quantity

Total Due: the dollar amount charged by the Contractor for completions of all Tasks within the month (sum of all extended costs)

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

6.02 Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

6.04 Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule. Offerors must identify potential problems which may occur during the performance of this contract, and identify solutions to avoid these problems.

6.05 Experience and Qualifications

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract. All members of the project team must complete the lead awareness training prior to contract begin date.

Offerors must provide three (3) reference names and phone numbers for similar contracts the offeror's firm has completed.

Documents required at time of Proposal Submittal:

- 1. List of personnel that will be working at the buildings (background checks will be performed on each employee prior to the first day of work);
- 2. List of subcontractors (if any);
- 3. Letters of reference from three previous clients;
- 4. List of equipment that will be used;
- 5. Alternate equipment plan;
- 6. Completed Schedule of Costs.

Documents required during the term of the contract:

- 1. Any changes to the worker list;
- 2. Any changes to the equipment list.

6.06 Cost Proposal

Proposers must complete and submit Attachment 5 of this RFP, "Cost Schedule".

The frequency of tasks outlined in the Schedule is an estimate and does not obligate the Department to any specific frequency. Frequency of tasks will be determined by ADF&G.

Cost proposals must include all direct and indirect costs associated with the performance of the contract.

6.07 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section SEVEN.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

7.01 Understanding of the Project (5 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

7.02 Management Plan for the Project (5 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] Is the organization of the project team clear?
- [c] How well does the management plan illustrate the lines of authority and communication?
- [d] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- [e] Does it appear that the offeror can meet the schedule set out in the RFP?
- [f] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [g] To what degree is the proposal practical and feasible?
- [h] To what extent has the offeror identified potential problems?

7.03 Experience and Qualifications (40 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] Have the individuals assigned to the project successfully completed lead awareness training?

Questions regarding the firm:

- [c] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [d] How successful is the general history of the firm regarding timely and successful completion of projects?
- [e] Has the firm provided letters of reference from previous clients?
- [f] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

7.04 Contract Cost (40 Percent)

Overall, a minimum of **40**% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.12.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

7.05 Alaska Offeror Preference (10 Percent)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

Attachments

- 1. Proposal Evaluation Form
- 2. Standard Agreement Form Appendix A
- Appendix B1
 Alaska Bidder Affidavit
- 5. Cost Schedule