

**Alaska Department of  
Environmental Conservation  
Division of Environmental Health**

**REQUEST FOR QUOTE 180000018**

**Snow Removal**

**Date of Issue: September 8, 2017**

**1. Purpose**

The State of Alaska, Department of Environmental Conservation (DEC) is soliciting quotes on behalf of its Division of Environmental Health for the removal of snow from all parking areas, driveways, loading dock, and sidewalk areas at the Alaska State Environmental Health Laboratory (EHL), located at 5251 Dr. Martin Luther King Jr. Avenue, in Anchorage, Alaska. This contract is for the term of October 3, 2017 through April 30, 2018.

**2. Background**

The EHL is a building owned by the State of Alaska. Services rendered from this contract will be used for snow clearing, snow removal, sanding, and sweeping of the parking lot, driveway, loading dock, and sidewalk areas.

**3. Scope of Work**

DEC is soliciting quotes from Offerors to perform the services, tasks, and deliverables set forth herein. The Contractor awarded the contract resulting from this RFQ shall manage and perform all aspects of the scope of work as noted herein. The scope of work shall be performed on time and on budget. Funding for the contract resulting from this RFQ is subject to legislative appropriation.

Any requested change to the time, scope, or cost of the contract resulting from this RFQ must be agreed upon and executed through a written amendment to the contract. DEC reserves the right to request documentation that supports and justifies an increase to the cost of the contract, and reserves the right in good faith to either accept or reject any such

request. Any conflicting technical requirements will be resolved between the Contractor and DEC in a timely manner throughout the duration of the contract.

### 3.01 General Requirements

The Contractor shall comply with each of the following:

1. Adherence with all applicable local laws and ordinances.
2. Work shall be performed by qualified personnel, experienced with work of the nature described herein.
3. DEC reserves the right to not accept quotes that are not in the best interest of the State.
4. Should the effort of the contract resulting from this RFQ, within this scope of work, develop into more than originally anticipated, DEC reserves the right to increase the time, scope, or cost of the contract as agreed upon and memorialized through a written amendment.
5. Changes to this contract must be approved by the Laboratory Chief or delegated representative and executed through a written amendment by the Procurement Officer.
6. Contractor shall provide all equipment and materials required to complete the snow removal, sanding, and sweeping tasks such as: snow plows, shovels, ice chippers, sand, and snow blowers to maintain safe parking, driving, and sidewalk areas for pedestrian traffic. No equipment or materials will be provided by State of Alaska.
7. The Contractor shall be responsible for any damages to the State facility, utilities, or private property resulting from this work. Damages must be repaired within 60 days of close of contract.
8. Cover Letter: the Contractor shall provide a cover letter that clearly states that they meet criteria in subsection [3.02 Experience](#). The cover letter shall also provide two contacts who will be responsible for the performance of requested work related to this contract. The provided contact information should include name, title, email and phone number.
9. The Contractor awarded the contract resulting from this RFQ shall complete and provide the following project deliverables as set forth in Section [3. Scope of Work](#). All deliverables shall be provided as set forth herein and communicated to the DEC Project Manager identified in section [6. Point of Contact](#).

10. Contractor shall ensure staff is available to respond to State requests timely using the Contractor contact information included in the Cover Letter by phone and email during business hours, 7:00am to 5:00 pm.

### 3.02 Experience

In order to be responsive, a Contractor must have 3 calendar year minimum experience of successful snow removal from commercial properties.

### 3.03 Task 1: Snow Removal

A Snow Removal Event is an accumulation of snow greater than 2 inches in which the Contractor shall:

- clear the parking area and driveway,
- clear the sidewalks and doorways for entrance and egress,
- clear snow from the loading dock and from the loading dock stairs, and
- remove all cleared snow from the property.

The parking lot area is 34,000 square feet and includes the on property parking areas, driveways, and loading dock areas. There are four (4) separate sidewalk areas to be cleared. See [Appendix D Maps](#). Snow must be cleared completely away from building, and there shall be no berms prohibiting access to parking, sidewalks, nor buildings. Glass wall windows shall have no snow resting against the glass. There is no snow storage on the property. All snow must be removed from the property within two (2) hours after a Snow Removal Event occurs.

All snow removal work must be completed between the hours of 6:00 PM and 6:00 AM Alaska Time. There shall be no more than two (2) inches of snow present at the beginning of the Business Day. Business Days are Monday through Friday 6:00AM-6:00PM Alaska Time excluding State Holidays. Please see [Appendix E State Calendars](#) for State Holidays in 2017 and 2018.

There will be no snow removal events during business hours unless specifically requested by DEC Project Manager via email. Requested Snow Removal Events should occur within two hours of request. Excluding this exception, the State will not pay for more than a single snow removal event in a 24 hour period.

Following each Snow Removal Event, the Contractor will email confirmation of service to [dec.eh.labadmin@alaska.gov](mailto:dec.eh.labadmin@alaska.gov). Invoices will be presented monthly by the 5th of each month. Confirmation email receipts will be compared to the monthly invoiced charges. Charges without a confirmation email receipt will not be paid.

### 3.04 Task 2: Sanding

Parking lot and driveway sanding is to be done only if there are freezing rain conditions or if requested by DEC Project Manager or delegated authority. The parking lot and driveway areas shown in [Appendix D Maps](#) shall be sanded within two hours of request.

No chemicals are to be applied to either the parking/driving surfaces or to the sidewalks.

### 3.05 Task 3: Sweeping

A Sweeping Event is defined as sweeping gravel and debris in the areas and driveways shown in [Appendix D Maps](#). This request will be made by the DEC Project Manager or delegated authority and shall only occur upon requested. A request will occur approximately the last week in April.

Contractor shall ensure staff is available to respond to State requests timely using the Contractor contact information included in the cover letter by phone and email during business hours, 7:00am to 5:00 pm.

### 3.06 Right of Rejection

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

### 3.07 Contractor Responsibilities

The Contractor shall coordinate the successful implementation of the contract and direct all performance activities on a day-to-day basis. The Contractor shall be responsible for all communications regarding the progress of performance of the contract and shall discuss with the DEC Procurement Officer or Project Manager any issues, recommendations, and decisions related to the contract. The Contractor will be the sole point of contact on all matters related to the performance of the contract. The Contractor represents and warrants that it has the necessary skill to perform the work required under this RFQ and that the personnel assigned by the Contractor to perform any such work will be qualified to perform the assigned duties.

Substantial failure of the Contractor to perform the contract may cause the State to terminate the contract. In this event, the State may pursue remedial actions steps set forth in subsection [3.09 Remedial Action](#).

### 3.08 Contract Compliance and Cure Notice

The DEC reserves the right, without limitation, to monitor, audit, assess, or conduct oversight of the Contractor's performance of and compliance with the terms and conditions within this RFQ and the resulting contract. Contract compliance and performance audits will be conducted in accordance with DEC practices.

In the event the Contractor is not in compliance with the contract terms and conditions, either in part or in whole, the DEC Procurement Officer will provide written notice to the Contractor to cure all instances of partial or non-compliance or deficiencies. The Contractor shall respond in writing or via email to DEC Procurement Officer that it has received the written notice of deficiency within 24 hours of the date of the notification by DEC. The Contractor shall cure, or to DEC's satisfaction make substantial progress towards remedy of, all instances of partial or non-compliance or deficiencies within 30 calendar days from the date of written notification of deficiencies by DEC.

If the Contractor fails to cure or make substantial progress towards remedy of, the instances of partial or non-compliance or deficiencies within the time frame above, the DEC may determine the Contractor to be in breach and will pursue remedial action as described in subsection [3.09 Remedial Action](#).

### 3.09 Remedial Action

In addition to any remedies available to the DEC under law or equity, the DEC at its sole discretion may require one or more of the following remedial actions if the Contractor fails to cure findings of breach, or as otherwise provided for herein:

1. The DEC may take reasonable steps to provide for such cure and may offset the costs of such cure against the contract pricing in effect at the time of occurrence of a breach;
2. Reduce and/or offset payment to reflect the reduced value of services received;
3. Require the Contractor to subcontract all or part of the service at the Contractor's sole cost;
4. Withhold payment or require payment of actual damages caused by a breach; or
5. Terminate the contract pursuant to subsection 3 Termination.

Withholding of payment by the DEC for the failure of the Contractor to perform shall not relieve the Contractor from its obligations under the contract and shall not be a basis for termination by the Contractor under subsection [3.10 Termination for Cause or Convenience](#).

### 3.10 Termination for Cause or Convenience

The occurrence of any of the following events shall be an Event of Default under the contract resulting from this RFQ and cause for termination:

- A material breach of any term or condition of the contract
- Any representation or warranty by Contractor in its proposal or the contract that proves to be untrue or materially misleading
- Any default or non-compliance as otherwise specified in the contract

Either party may terminate the contract when the other party has been provided written notice of default or material non-compliance, and has failed to cure the default or non-compliance within 14 calendar days. If the State terminates the contract for default, the State reserves the right to take any action it may deem necessary including, without limitation:

- Exercise any remedy provided by law or equity
- Suspend Contractor from receiving future solicitations
- Withhold payment until the default is remedied
- Offset of damages against payment due

The State will provide 10 calendar day notification to the Contractor to terminate for convenience. During the 10 calendar day notification, the state will pay for all services rendered.

#### 4. Alaska Business License and Other Required Licenses

Prior to the award of a contract, an Offeror must hold a valid Alaska business license if they are located in the State of Alaska. 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, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the Offeror possesses a valid Alaska business license may consist of any one of the following:

- Copy of an Alaska business license;
- Certification on its proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal;
- A canceled check for the Alaska business license fee;
- A copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; or
- A sworn and notarized affidavit that the Offeror has applied and paid for an Alaska business license.

## 5. Application of Preferences

Certain preferences apply to State solicitations, regardless of their dollar value, and must be claimed by an Offeror in its proposal. The DEC reserves the right to validate claim of a preference before the preference is applied to ensure the claim's validity. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFQ process. Additional preferences that may apply to this procurement are listed in the subsections below. Guides that contain excerpts from the relevant statutes and codes, explain when preferences apply, and provide examples of how to conduct calculations are available at the Department of Administration, Division of General Service's web site: <http://doa.alaska.gov/dgs/policy.html>.

To take advantage of these preferences, Offerors must attach a copy of their certification letter to its proposal. An Offeror's failure to provide this certification letter with its proposal will cause the State to disallow the preference.

### 5.01 Alaska Bidder Preference, 5%

In accordance with AS 36.30.321(a), AS 36.30.990(2), and 2 AAC 12.260, an Alaska Bidder Preference of 5% will be applied to the overall price in the quote proposal. The preference will be given to an Offeror who meets all of the following:

- Holds a current Alaska business license prior to the Deadline for Receipt of Proposals
- Submits a proposal for goods or services under the name appearing on the Offeror's current Alaska business license
- Has maintained a place of business within the State staffed by the Offeror, or an employee of the Offeror, for a period of 6 months immediately preceding the date of the proposal
- 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
- 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, a 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 bullet 4 of this subsection, the affidavit 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

bullet 5 of this subsection, the affidavit 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.

#### 5.02 Alaska Veteran Preference, 5%

In accordance with AS 36.30.321(f), an Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the quote proposal. The preference will be given to an Offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is one of the following:

Sole proprietorship owned by an Alaska veteran

Partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans

Limited Liability Company organized under AS 10.50 if a majority of the members are Alaska veterans

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, a quote proposal must include a statement certifying that the Offeror is eligible to receive the Alaska Veteran Preference.

## 6. Point of Contact

Questions or matters pertaining to the technical aspects of the scope of work, deliverables, and reports are to be directed to the DEC Project Manager:

Jean Greco  
Environmental Health Laboratory  
5251 Dr. Martin Luther King Jr. Avenue  
Anchorage, AK 99507  
Phone 907-375-8207 Fax: 907-929-7335  
Email: dec.eh.labadmin@alaska.gov

Questions or matters pertaining to this RFQ, the resulting contract, amendments, contract negotiations, modifications, or procurement protests are to be directed to the DEC Procurement Officer:

Laurel Shoop  
Procurement Services Unit  
410 Willoughby Ave., Suite 303  
Juneau, AK 99801  
Phone: 907-465-5037 Fax: 907-465-5097  
Email: laurel.shoop@alaska.gov

Questions or matters pertaining to invoicing, payments, and project completion are to be



directed to:

Jean Greco  
Environmental Health Laboratory  
5251 Dr. Martin Luther King Jr. Avenue  
Anchorage, AK 99507  
Phone: 907-375-8207 Fax: 907-929-7335  
Email: dec.eh.labadmin@alaska.gov

## 7. RFQ and Project Schedule

The RFQ schedule is as follows. In the event the schedule needs adjusted, the Procurement Officer will issue the adjustments via a written amendment to the RFQ. All times are Alaska Standard Time (AKST).

Event	Date Due	Time Due
<b>Quote Due Date</b>	<b>September 25, 2017</b>	<b>4:00PM AK time</b>
Quote Evaluation complete, NOIA issued	September 26, 2017	10:00AM AK time
Contract award issued	October 3, 2017	

The estimated project service dates are from October 3, 2017 to April 30, 2018. In the event the schedule needs adjusted, the DEC Project Manager will communicate the adjustments via written correspondence to the awarded Contractor.

## 8. Quote Requirements

The Offeror shall provide a quote using Appendix C shall be submitted to the DEC Procurement Officer noted in section [6. Point of Contact](#) via email, mail, or hand delivery. Only written quotes will be accepted.

Pricing shall be provided in accordance with [3. Scope of Work](#). Cost quotes shall be divided into the following 3 event cost categories, shall include sufficient detail, and be submitted using [Appendix C Quote](#):

1. Task 1 Snow Removal Event
2. Task 2 Sanding Event
3. Task 3 Sweeping Event

All costs shall be stated as a fully burdened rate, and costs for this project will be paid based on actual services rendered and costs incurred for the performance and completion of the requirements herein.

### 8.01 Evaluation

All quotes will be evaluated by a DEC Procurement Officer based on the factors identified below.

Bidder Preference	10 points
<u>Quote proposal</u>	<u>90 points</u>
Total Score	100 points

The scores for the quote proposal portion of the evaluation will be normalized as follows: The Offeror's quote proposal with the Lowest Task 1 Snow Removal Event Cost will receive 90 points, the maximum points available. All other responsive quote proposals will be assigned a portion of the maximum score using the following formula:

$$\frac{\text{Lowest Task 1 Snow Removal Event Cost} \times 90}{\text{Next Lowest Task 1 Snow Removal Event Cost}}$$

#### 8.02 Award and Selection

After completion of the quote evaluations and contract negotiation, if any, the Procurement Officer will issue a Notice of Intent to Award (NOIA) to all responding Offerors and allow for protest rights. The protest period shall be no more than 10 calendar days. The Offeror with the highest total Score will be awarded the contract resulting from this RFQ.

## Appendix A Terms and Conditions

**1. REQUEST FOR QUOTATION (RFQ) REVIEW:** Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ.

**2. QUOTATION FORMS:** Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.

**3. SUBMISSION:** Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.

**4. QUOTE REJECTION:** The State reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.

**5. EXTENSION OF PRICES:** In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.

**6. ALASKA PROCUREMENT CODE:** The Procurement Code (AS.36.30) and its Regulations (2 AAC Ch. 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC Ch. 12 are available at most public libraries and legislative information offices; and both are available for review at Alaska State Purchasing Offices.

**7. PRICES:** The offeror shall state prices in the units of issue on this RFQ. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers;
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

**8. PAYMENT FOR STATE PURCHASES:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement which establishes a lower interest rate or precludes the charging of interest.

**9. PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you quote. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.

**10. VENDOR TAX ID NUMBER:** If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

**11. INDEMNIFICATION:** The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

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

**13. TITLE:** Title passes to the State for each item at FOB destination.

**14. FILING A PROTEST:** An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.

**15. COMPLIANCE:** In the performance of a contract that results from this RFQ, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

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

**17. SPECIFICATIONS:** Unless otherwise specified in the RFQ, product brand names or model numbers are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

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

**19. QUOTE PREPARATION COSTS:** The State is not liable for any costs incurred by the offeror in quote preparation.

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

**21. CONTRACT FUNDING:** Offerors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

**22. CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

**23. ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the procurement officer of the contracting agency. Quotes that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

**24. SUBCONTRACTOR(S):** Within five (5) working days of notice 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.

**25. FORCE MAJEURE** (Impossibility to perform): The parties to a contract resulting from this RFQ are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

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

**27. CONTRACT EXTENSION:** Unless otherwise provided in this RFQ, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all

other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

**28. DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

**29. DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this RFQ that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

**30. GOVERNING LAW; FORUM SELECTION:** A contract resulting from this RFQ is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 29 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**31. CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this quote the offeror certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

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

**33. ORDER DOCUMENTS:** Except as specifically allowed under this RFQ, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this RFQ. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this RFQ.

**34. BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

**35. OFFERORS WITH DISABILITIES:** The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFQ as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.

**36. COMPLIANCE WITH ADA:** By signature of their quote the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

**37. ALASKA BIDDER PREFERENCE:** The award of a contract based on a Request for Quotation (RFQ) will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. An "Alaska bidder" is a person who: (1) holds a current Alaska business license; (2) submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license; (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

**38. ALASKA VETERAN PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public. AS 36.30.321(i)

**39. USE OF LOCAL FOREST PRODUCTS:** In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

**40. 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.

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

**42. EMPLOYMENT PROGRAM PREFERENCE:** If a bidder qualifies for the Alaska bidder preference, under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

**43. ALASKANS WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaskan bidder's preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined AS 36.30.321(d), the 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.

**44. PREFERENCE QUALIFICATION LETTER:** Regarding preferences 42 and 43 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan: [1] employment programs that qualify for preference and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' qualification for a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 42 or 43 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the quote is opened, and must attach a copy of their certification letter to their quote. The bidder's failure to provide this certification letter with their quote will cause the State to disallow the preference.

## Appendix B<sup>1</sup> Indemnity and Insurance

### Article 1. 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.

### Article 2. 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.

**2.01 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.

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

**2.03 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 claim.

## Appendix C Quote Proposal

**Offeror Name**

--

Cost proposed as a Single Fully Burdened Rate per Task Event as noted below:

Task Category	Total Cost per Event (not to exceed amount)
Task 1 Snow Removal	
Task 2 Sanding	
Task 3 Sweeping	

Authorized Representative (Print)	
Date and Signature	

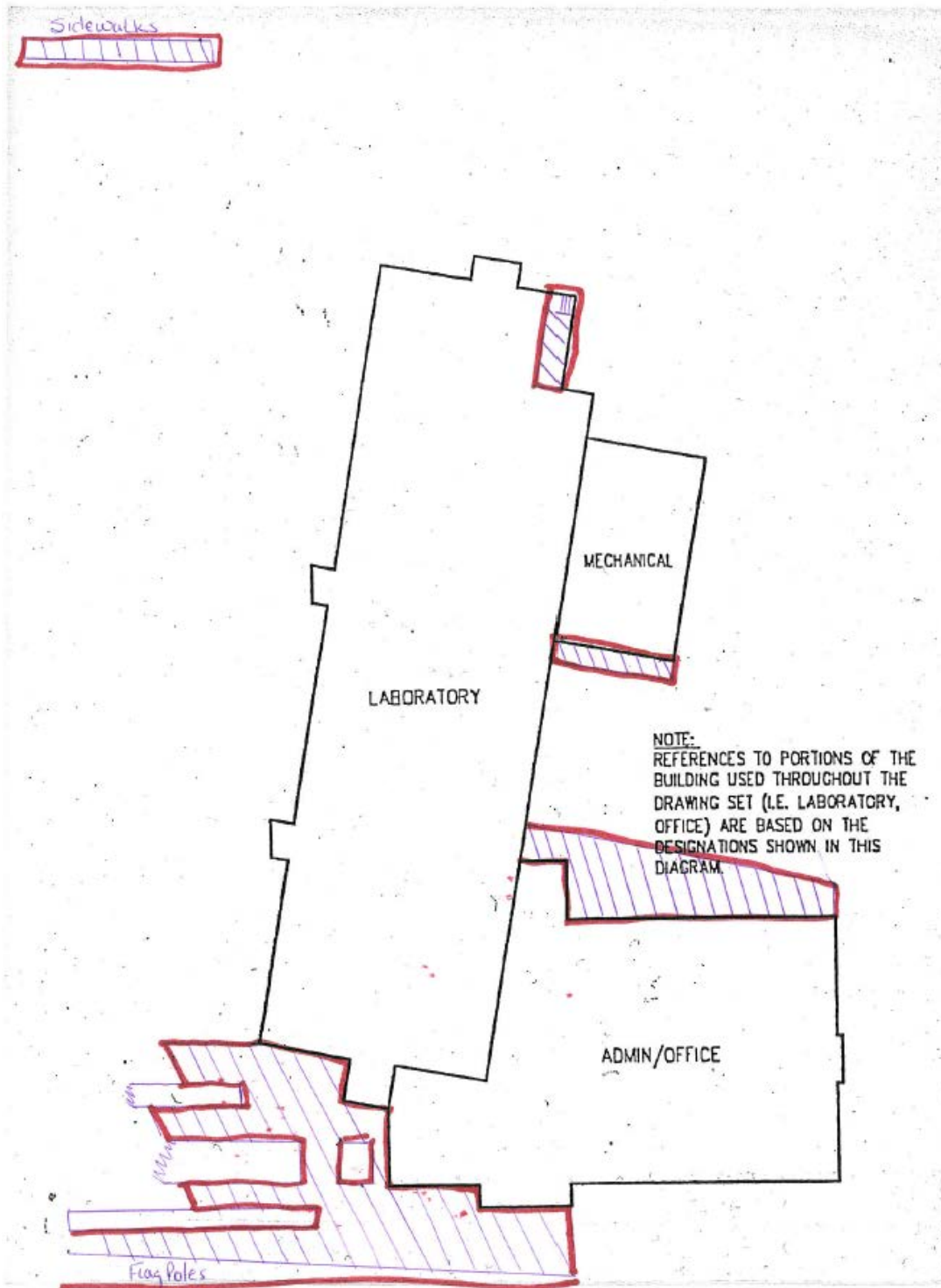


## Appendix D Maps

**Figure 1** shows an aerial view of 5251 Martin Luther King Drive.



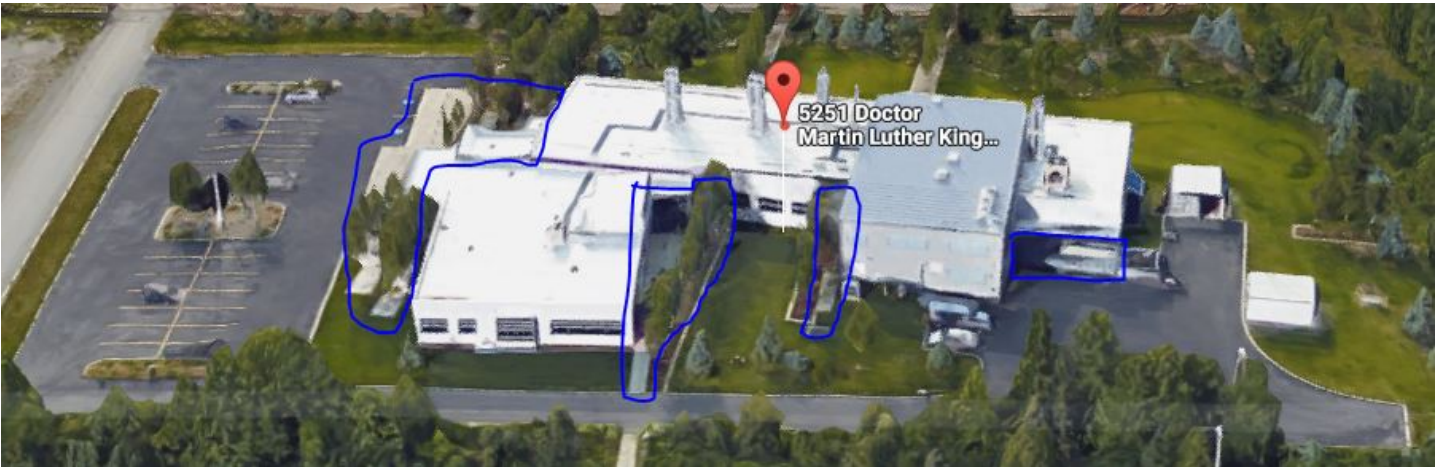
**Figure 2** is a drawing showing the vicinity of the sidewalks that must be clear of snow during a snow removal event.



**Figure 3** shows an aerial view of the areas described in Figure 2.



**Figure 4** shows another view of the areas described in Figure 2





## Appendix E State Calendars

# 2017 STATE CALENDAR

### JANUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### FEBRUARY

S	M	T	W	T	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

### MARCH

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### APRIL

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### MAY

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### JUNE

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### JULY

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30	31					

### AUGUST

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### SEPTEMBER

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24	25	26	27	28	29	30

### OCTOBER

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### NOVEMBER

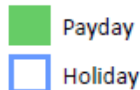
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### DECEMBER

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31						

## State Holidays

Date	Holiday
01/01	New Year's Day (observed 01/02)
01/16	MLK Jr.'s Birthday
02/20	Presidents' Day
03/27	Seward's Day
05/29	Memorial Day
07/04	Independence Day



State calendar maintained by the  
Division of Finance,  
Department of Administration  
<http://doa.alaska.gov/calendars.html>  
Rev. 10/25/2016

Biweekly employees please refer to appropriate collective bargaining unit agreement for more information regarding holidays.

## State Holidays

Date	Holiday
09/04	Labor Day
10/18	Alaska Day
11/11	Veterans' Day (observed 11/10)
11/23	Thanksgiving Day
12/25	Christmas Day

# 2018 STATE CALENDAR

## JANUARY

S	M	T	W	T	F	S
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28	29	30	31			

## FEBRUARY

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25	26	27	28			

## MARCH

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## APRIL

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22	23	24	25	26	27	28
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## MAY

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20	21	22	23	24	25	26
27	28	29	30	31		

## JUNE

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24	25	26	27	28	29	30

## JULY

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22	23	24	25	26	27	28
29	30	31				

## AUGUST

S	M	T	W	T	F	S
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19	20	21	22	23	24	25
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## SEPTEMBER

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## OCTOBER

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21	22	23	24	25	26	27
28	29	30	31			

## NOVEMBER

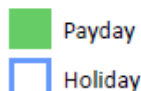
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18	19	20	21	22	23	24
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## DECEMBER

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Rev. 07/10/2017

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appropriate collective bargaining unit  
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12/25	Christmas Day