

# INVITATION TO BID (ITB) NUMBER 2018-1100-3827

**RETURN THIS BID TO THE ISSUING OFFICE AT:**



Department of Fish and Game  
Division of Administrative Services  
1255 W 8<sup>th</sup> Street  
P.O. Box 115526  
Juneau, Alaska 99801

**THIS IS NOT AN ORDER**

**DATE ITB ISSUED:** October 4, 2017

**ITB TITLE: Janitorial Services for Fairbanks Hunter Education Facility**

**SEALED BIDS MUST BE SUBMITTED TO THE OFFICE FROM WHICH THEY WERE ISSUED PRIOR TO 2:00 PM ON OCTOBER 25, 2017 AT WHICH TIME THEY WILL BE PUBLICLY OPENED.**

**DELIVERY LOCATION:** See Text

**DELIVERY DATE:** See Text

**F.O.B. POINT: FINAL DESTINATION**

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

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

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

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

MATT MEIENBERG  
CONTRACTING OFFICER

\_\_\_\_\_  
COMPANY SUBMITTING BID

\*DOES YOUR BUSINESS QUALIFY FOR  
THE  
ALASKA BIDDER PREFERENCE?  
[ ] YES [ ] NO

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\*DOES YOUR BUSINESS QUALIFY FOR  
THE  
ALASKA VETERAN PREFERENCE?  
[ ] YES [ ] NO

TELEPHONE NUMBER  
(907) 465-4133 PH  
(907) 465-6181 FAX  
EMAIL: [matthew.meienberg@alaska.gov](mailto:matthew.meienberg@alaska.gov)

\_\_\_\_\_  
PRINTED NAME

\*SEE ITB FOR EXPLANATION OF CRITERIA  
TO QUALIFY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
ALASKA BUSINESS LICENSE NUMBER

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
TELEPHONE NUMBER

## **INSTRUCTIONS TO BIDDERS:**

1. **INVITATION TO BID (ITB) REVIEW:** Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date (see AS 36.30.565 a). This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective offer, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.
2. **BID FORMS:** Bidders shall use this and attached forms in submitting bids. All forms identified in the solicitation for submission must be returned. A photocopied bid may be submitted.
3. **SUBMITTING BIDS:** Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

### Bid Envelope Example

#### Bidder's Return Address

Department of Fish and Game  
Division of Administrative Services  
Procurement Office  
1255 W 8<sup>th</sup> St.  
Juneau, Alaska 99811-5526

ITB No.: 2018-1100-3827

Opening Date: October 25, 2017, 2:00pm Alaska Time

**ELECTRONIC BID SUBMISSION:** Bids may be emailed to [dfg.contracting@alaska.gov](mailto:dfg.contracting@alaska.gov), no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907) 465-4133 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

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

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.

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

**6. FILING A PROTEST:** A bidder may protest the solicitation or an award of a contract or the proposed award of a contract for supplies, or services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS)36.30.560-36.30.610.

#### **GENERAL CONDITIONS:**

- 1. AUTHORITY:** This ITB is written in accordance with AS 36.30 and 2 AAC 12.
- 2. COMPLIANCE:** In the performance of a contract that results from this solicitation, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
- 3. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- 4. SPECIFICATIONS:** If the specifications describing the services required in the solicitation conflict with other documents contained within the solicitation, the specifications will govern. Reference to a brand name or type of service does not preclude an offer of a comparable or better product or service. If descriptive literature or service documentation is requested in the solicitation, failure to provide such requested information and descriptive literature may be cause for rejection of the offer.

5. **FIRM OFFER:** For the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid opening.
6. **EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern.
7. **BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.
8. **CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "*INSTRUCTION TO BIDDERS*", "*FILING A PROTEST*" above.
9. **CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
10. **CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
11. **ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Fish and Game Procurement Officer. Offers that are conditioned upon the State's approval of an assignment will be rejected as non-responsive.
12. **SUBCONTRACTOR(S):** Within five (5) working days of notice, the apparent high 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. Subcontractors can only be changed per AS 36.30.115 (b).
13. **FORCE MAJEURE:** (Impossibility to Perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

- 14. LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
- 15. CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- 16. DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting loss of income or excess costs incurred and may seek other remedies under law or equity.
- 17. DISPUTES:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the First Judicial District of Alaska.
- 18. NOTICE OF INTENT:** After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. The tabulation, called a Notice of Intent, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also serves as notice of the State's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent high responsive bidders, are instructed not to proceed until a Purchase Order, Contract Award, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.
- 19. CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
- 20. SEVERABILITY:** If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**21. GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 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.

**22. PAYMENT:** Payment will be made in accordance with the specifications contained herein. If specific payment information is not included in the specifications, payment for the product delivered or services provided to ADF&G will be made immediately upon the delivery of the goods or services to the location(s) specified in the agreement. 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.

**SPECIAL CONDITIONS:**

- 1. ORDER DOCUMENTS:** Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.
- 2. BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
- 3. CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
- 4. TERMINATION:** The Project Director, by written notice and with concurrence of the Contracting Officer, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.
- 5. NO ADDITIONAL WORK OR MATERIALS:** No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.
- 6. RIGHT OF REJECTION:** The State reserves the right to reject any bids that do not address all the requirements of this request. In addition, the State may reject all bids at any time if there has been improper or inadequate review, or when it is not in the best interest of the State to select a bid.

- 7. INDEMNIFICATION:** The contractor will indemnify, hold harmless and defend the State, its officers, agents and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the contractor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract.

All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising directly or indirectly from the contractor's performance of this contract which are caused by the joint negligence of the State and the contractor will be apportioned on a comparative fault basis. Any such joint negligence on the part of the State must be direct result of active involvement by the State.

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

**Proof of insurance is required for the following:**

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.

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

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

## **PREFERENCES:**

1. **ALASKA BIDDER PREFERENCE:** An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:
  - a. holds a current Alaska business license;
  - b. submits a proposal for goods or services under the name on the Alaska business license;
  - c. 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;
  - d. 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
  - e. if a joint venture, is composed entirely of entities that qualify under (1)-(4) of this subsection.

### **Alaska Bidder Preference Affidavit**

In order to receive the Alaska Bidder Preference, the bid must include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

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

2. **ALASKA VETERAN PREFERENCE:** If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is a qualifying entity as defined in AS 36.30.175, and is the lowest responsive and responsible bidder 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.
3. **USE OF LOCAL FOREST PRODUCTS:** In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010.
4. **LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE:** When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, only those products harvested in Alaska, or in the case of fisheries products harvested or processed within the jurisdiction of Alaska, will be purchased, provided they are available, of comparable quality, and priced no more than seven percent (7%) higher than products harvested outside the state, or in the case of fisheries products harvested or processed outside the jurisdiction of the state, in accordance with AS 36.15.050.



- 5. ALASKA PRODUCT PREFERENCE:** A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.
- 6. EMPLOYMENT PROGRAM PREFERENCE:** If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is offering goods or services through an employment program, as defined under 36.30.990(10), and is the lowest responsive and responsible bidder with a bid that is no more than fifteen percent (15%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(c) and 2 AAC 12.050.
- 7. ALASKANS WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.
- 8. PREFERENCE QUALIFICATION LETTER:** Regarding preferences 5, 6, and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, [2] individuals who qualify for preference as Alaskan's with disabilities, and, [3] employers who qualify for preference as employers of people with disabilities. In accordance with AS 36.30.170(j), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 5, 6, or 7 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list, at the time the bid is opened, and must provide the procurement officer a copy of their certification letter. Bidders must attach a copy of their certification letter to their bid. The bidder's failure to provide the certification letter mentioned above, with their bid, will cause the State to disallow the preference.

- 9. COMPLIANCE WITH ADA:** By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

**ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:** At the time the bids are opened, all bidders must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Bids must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. Bidders should contact the Department of Commerce, Community and Economic Development,

Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

Bidders must submit evidence of a valid Alaska business license with the bid. A bidder's failure to submit this evidence with the bid will cause their bid to be determined non-responsive. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

1. copy of an Alaska business license;
2. certification on the bid that the offeror has a valid Alaska business license and has included the license number in the proposal (see front page);
3. a canceled check for the Alaska business license fee;
4. a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
5. a sworn and notarized affidavit 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 bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

1. fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
2. liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
3. insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
4. Mining licenses issued by Alaska Department of Revenue.

**BIDDERS WITH DISABILITIES:** The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Contracting Officer one of the following numbers no later than 10 days prior to bid opening to make any necessary arrangements.

Telephone: (907) 465-4133  
Fax: (907) 465-6181  
TDD: (907) 465-3646

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

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

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

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

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

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

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

**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 that establishes a lower interest rate or precludes the charging of interest.

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

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

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

**CONTRACT PERIOD:** The length of this contract will be from the date of award through November 30, 2018, with the option to renew for an additional 5 one-year terms at the same price, and under the same terms and conditions, as the original contract. Renewals are to be exercised solely by the state.

**Alaska Department of Fish and Game  
Janitorial Services for Fairbanks Hunter Education Facility  
ITB #**

**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 air-handling 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.

**Janitorial Tasks**

- |          |   |
|----------|---|
| Task 1:  | Daily Cleaning Outside the Live-Fire Range              |
| 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               |

**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.
8. Vacuum all carpeted floors to remove all debris including walk-off mats. Make sure to vacuum all hard-to-reach 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, fit-tested 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, fit-tested 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, fit-tested 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). Anticipate performing this task once or twice per year, with one session typically during August/September.
2. 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.
3. Shampoo/clean chairs so that they are free of any dirt, stains, discolorations or splotches.



4. 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.
5. 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.
6. 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.
7. 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, fit-tested 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, fit-tested 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, fit-tested 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 shall submit proof of license along with their proposal. The Contractor shall have training acceptable to ADF&G regarding lead (Pb) awareness and handling and shall submit proof of such training along with their proposal.

**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 µg/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 µg/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)

<b>Task</b>	<b>Description</b>	<b>Cost</b>	<b>Quantity</b>	<b>Extended Cost</b>
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	\$		\$
<b>COMMENTS:</b>		<b>TOTAL DUE:</b>		\$

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)



**BID SCHEDULE**  
**ITB # 2018-1100-3827**

BASIC BID ITEMS (Janitorial Tasks to be completed as scheduled by ADF&G)

Task #	Description	Cost	Frequency/yr*	Total Cost
1	Daily Cleaning Outside the Live-Fire Range	\$_____	x 200 =	\$_____
2	Daily Cleaning Inside the Live-Fire Range and Airlock	\$_____	x 200 =	\$_____
3	40% Filter (Pre-Filter) Change in the Bullet Trap Rm	\$_____	x 10 =	\$_____
4	95% Filter (Main Filter) Change in the Bullet Trap Rm	\$_____	x 10 =	\$_____
5	Bucket Emptying in the Bullet Trap Room	\$_____	x 10 =	\$_____
6	Semi-Annual Cleaning Outside the Live-Fire Range	\$_____	x 2 =	\$_____
7	Cleaning Behind the Bullet Trap	\$_____	x 4 =	\$_____
8	Annual Cleaning of Surfaces Inside Live-Fire Range	\$_____	x 1 =	\$_____
9	HEPA Filter Change and Cleaning in the Upper Level	\$_____	x 0.5 =	\$_____
10	Snow Removal from Sidewalks and Entrances	\$_____	x 100 =	\$_____

**TOTAL BID**      \$\_\_\_\_\_

\*Frequency/year noted above is ESTIMATED ONLY. Actual frequency of scheduled tasks may be more or less than what is noted.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**METHOD OF AWARD:**

Award will be made to the lowest responsive and responsible bidder.