

UNIVERSITY OF ALASKA ANCHORAGE Procurement Services Department 3890 University Lake Dr, Suite 106 Anchorage, AK 99508 (907) 786-6500	INVITATION FOR BID (This is not an order) Issued pursuant to Alaska Statute 36.30 & University of Alaska Anchorage Regulation P.05.06	COVER SHEET Page 1 of 70
BID DESCRIPTION: MULTI-TERM CUSTODIAL SERVICES FOR MATANUSKA-SUSITNA COLLEGE		
BID OPENING Sealed bids will be received at the above address until: DATE: Monday, February 26, 2018 TIME: 2:00 PM AKST	PRE-BID CONFERENCE & INSPECTION Matanuska-Susitna College 8295 E. College Drive, FSM Room 206 Palmer, Alaska 99645 DATE: Friday, February 16, 2018 TIME: 10:00 AM AKST	INVITATION FOR BID NO. B18-001 ISSUE DATE: Tuesday, February 6, 2018
FUNDING STATUS: Funds for award under this Invitation for bid are: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Subject to Availability		
FOR INFORMATION ON THIS IFB, CONTACT: Carson Davis, Contracting Officer PHONE: (907) 786-1341 EMAIL: crdavis4@alaska.edu		
ATTENTION: 1) Bids received after the opening date and time shall be rejected. 2) The attached terms and conditions shall become part of any purchase order/contract resulting from this Invitation for Bid. <p style="text-align: center;">THE SECTION BELOW TO BE COMPLETED BY THE BIDDER.</p>		
Business Name _____ Mailing Address _____ Street Address _____ Phone Number _____ Email _____ Signature _____ Name & Title (print) _____	Alaska Business License No. _____ (see Instructions to Bidders) Indicate which preferences you qualify for: AK Bidder's <input type="checkbox"/> AK Veteran <input type="checkbox"/> Employment Program <input type="checkbox"/> AK Products (Indicate Class I, II, or III) <input type="checkbox"/> Business Classification: (See Instructions to Bidders) <input type="checkbox"/> Small Business <input type="checkbox"/> Disadvantaged Small Bus <input type="checkbox"/> Large Business <input type="checkbox"/> Disadvantaged Lrg Bus <input type="checkbox"/> Non-profit org. <input type="checkbox"/> Woman Owned: Small Bus <input type="checkbox"/> Foreign Supplier <input type="checkbox"/> Woman Owned: Lrg Bus	
ACKNOWLEDGMENT: The following amendments have been received: _____		

Table of Contents

Introduction	1
Scope of Work	4
Frequency of Required Tasks	19
Performance Standards	20
Building Information: Square Footage	28
Building Information: Floor Plans	29
Equipment and Supplies	35
Instructions to Bidders	39
Additional Instructions to Bidders	44
Non-Personal Services General Provisions	49
Additional Non-Personal Services General Provisions	57
Price/Cost Schedule	60
Bidder's Checklist	64
Representations, Certifications and Statement of Bidders	65

INTRODUCTION

The University of Alaska is a public corporation established by the State Constitution as the single statewide public university system. It is governed by an eleven member Board of Regents, appointed by the Governor of the State of Alaska. The direct administration of the University is vested in the President of the University, who is appointed by the Board of Regents. It represents a statewide system of higher education which consists of three regional universities, including eleven lower division college centers, and various extensions and research sites.

University of Alaska Anchorage (University, UAA) is the largest and most comprehensive of three main campuses for the University of Alaska System. UAA is dedicated to fulfilling its mission by serving the people of Alaska through instruction, research, and public service.

The Matanuska-Susitna College (MSC), an extended college of UAA, is located on Trunk Road, about halfway between Wasilla and Palmer Alaska, the two largest communities in the Matanuska Valley. MSC has approximately 1,500 full-time and part-time students each semester. A modern 103,000 square foot facility houses the majority of the education activities. MSC offers associate and baccalaureate degree programs. There are no residence halls and all students are commuters. There are approximately 160 faculty and staff personnel.

Matanuska-Susitna College is soliciting sealed bids to establish a custodial services contract for its campus. The successful Bidder shall furnish custodial services in strict accordance with the specifications, provisions, and terms & conditions of this IFB.

The University intends to issue a firm fixed price contract for custodial services at the specified facilities. By signing the IFB Transmittal Form, the Bidder indicates its intent to be bound by the terms and conditions of the IFB, its specifications, and the results of any subsequent negotiations.

Note: For the purposes of this solicitation, the terms Bidder and Contractor refer to the same entity. Generally, the term Bidder will be used to refer to a vendor who submits a bid and the term Contractor will be used to refer to the successful Bidder to whom award is made. The terms UAA and Matanuska-Susitna College are also used interchangeably throughout this document. Services are to be performed solely on the Matanuska-Susitna College Campus.

ANTICIPATED SOLICITATION SCHEDULE

IFB Issue Date	Tuesday, February 6, 2018
Pre-IFB meeting	Friday, February 16, 2018
Questions Due	Monday, February 19, 2018
Bids Due	Tuesday, February 27, 2018
Anticipated Notice of Award	Friday, March 2, 2018
Anticipated Contract Award	Monday, March 12, 2018
Anticipated Contract Start Date	Monday, March 19, 2018

SCOPE OF WORK

INTRODUCTION

The University is seeking a Contractor to furnish all necessary resources and services, as required to perform complete custodial services as specified in, and to be in strict compliance with, this Invitation for Bid, its specifications, provisions, terms, and conditions, including, but not limited to personnel (management, supervision, and labor), equipment, tools, materials, paper products, cleaning and other janitorial chemicals and supplies.

Quality of service is of the utmost importance to the Matanuska-Susitna College.

REQUIRED GOODS/SERVICES

1. The Contractor shall furnish all necessary resources and services, as required to perform full janitorial services as specified in, and to be in strict compliance with, this IFB, its specifications, provisions, terms, and conditions, and applicable industrial standards, including, but not limited to personnel (management, supervision, and labor), equipment, related tools, materials, paper products and cleaning and other janitorial supplies. Quality service is of the utmost importance. This solicitation requires the Contractor to have an established office and clients in the Matanuska-Susitna Valley area. Non-Office Space is cleaned 5 days a week and all Offices are cleaned 3 days a week. The IFB includes a price schedule for MSC to consider 3 days a week.

- 1.1 Areas covered by this contract consist of 4 on-campus buildings, with approximately 66,785 square feet of net cleanable area requiring custodial services, including a dining facility, labs, and classrooms.
- 1.2 The number of fixtures on the MSC campus based on the minimum required per business zoning B2 occupancy requirements:

	Restrooms	Science / Health/ Labs
Roll towels	14	8
Folding Towels	1	3
Soap Dispensers	30	
Sinks	39	20
Urinals	15	
Toilets	37	
T-Seat Cover Dispensers	37	
Toilet Tissue Dispenser	37	

- 1.3 There are approximately 2,643 square feet of floor tile, 4,428 square feet of vinyl and 62,706 square feet of carpet at MSC.

- 1.4 Estimated current monthly supply usages:

Toilet Paper, 96 rolls/case	6 case
Multi-Fold Paper Towel, 4000/case	6 case
Roll Paper Towel, 12 rolls/case	3 case
Small Trash Liner, 23 x 33, 1000/case	2 case
Large Trash Liner, 40 x 48, 250/case	2 case
Heavy Duty Trash Liner, 43 x 46, 125/case	2 case
800 ml hand soap cartridge, 12/case	4 case
Hand Soap	1 gallon
Powdered Soap, 5 lb. box	none
Toilet Seat Covers, 5000/case	.5 case

2. **ROUTINE SERVICES:** Routine services are those tasks performed in listed buildings and areas

SCOPE OF WORK

necessary to achieve compliance with the cleaning standards, and reporting requirements set out herein.

3. NON-ROUTINE SERVICES: Non-Routine Services are those services not included in the routine, day-to-day, portion of the contract, but which may be called for by MSC on an as-needed basis. Included are such tasks as are not formally defined in the main contract, but for which requirements will be defined as the need arises. The MSC Contract Administrator will issue a Project Work Order for all Non-Routine services required.

4. CARPET CLEANING: Carpet cleaning shall be performed as required in the Carpet Cleaning Frequency Schedule. The MSC Contract Administrator will issue a Project Work Order for all non-scheduled carpet cleaning.

5. RECYCLING REQUIREMENT: Pick up mixed paper, cardboard, plastic bottles, glass, and aluminum and tin cans weekly at 5 locations across campus and transport for recycling to the Matanuska-Susitna Borough Recycling Center at the end of North 49th State Street off the Palmer-Wasilla Highway. In special circumstances additional pickups may need to be made if an office has a large amount of recycling and makes arrangements in advance. Where food containers are recycled and not cleaned, some locations may require daily pickup of materials and additional sanitizing of containers to control odors and vermin infestations.

6. PROJECT WORK ORDERS:

- 6.1 A Project Work Order is a written order issued by the Contract Administrator directing the Contractor to perform non-routine services in accordance with the contract. A Project Work Order shall be prepared by the Contract Administrator, or designee, detailing the scope of non-routine services to be performed, the building, areas, and approximate net square footage (if appropriate for the project), the schedule for start-up and completion of the work, and any other pertinent details and instructions necessary. Upon completion of the project, the Contract Manager shall call for an inspection by the Contract Administrator, or designee. If the non-routine services are completed to the satisfaction of the Contract Administrator, or designee, the work order will be signed as "approved" and will be forwarded for inclusion in the next scheduled payment due the Contractor. Projects not satisfactorily completed will be dealt with in accordance with the provisions for non-performance contained herein.
- 6.2 MSC will make every effort to provide at least 5 days written or verbal notice prior to the non-routine services or increase or decrease in service. If less than 5 days' notice is provided, the increase or decrease shall not occur until 5 days of notice have lapsed.
- 6.3 In the event of an emergency, the Contract Administrator may verbally direct the Contract Manager to take appropriate action to prevent or reduce danger to personnel, or further damage to MSC property. A written project work order will be provided to the Contractor as soon as possible following the verbal directive.

7. MSC CONTRACT ADMINISTRATOR:

- 7.1 MSC will name a Contract Administrator who shall act on behalf of MSC with respect to all aspects of resulting contracts. Except as otherwise specified herein the Contractor's Contract Manager will be responsible for coordinating all matters with MSC's Contract Administrator. The Contract Administrator shall have complete authority to require the Contractor to comply with all provisions of the contract. The Contractor shall strictly and promptly follow the instructions of the Contract Administrator. MSC shall promptly notify the Contractor in writing if the Contract Administrator is changed.
- 7.2 The Contract Administrator is empowered to make changes related to temporary increases or decreases for services (such as a decrease for remodeling or an increase for a special event)

SCOPE OF WORK

with existing pricing established as a result of this bid or subsequent negotiation, this without a formal contract modification. The Contract Administrator and Contractor's Contract Manager shall determine which method of communication shall be used for these temporary changes. Communication may be verbal followed up with a written request for the increase or decrease in service. All suspensions or additions of service initiated by the Contract Administrator, or designee, shall be binding on MSC and the Contractor. Formal contract modifications will not be issued for frequent temporary changes. Formal contract modifications will be issued for prolonged building closures, suspensions of service greater than 60 days, permanent changes in frequency and additions in service.

- 7.3 The Contract Administrator has no authority to change the terms and conditions of the contract. This may be accomplished only by written Change Order/Modification to Contract issued by the UAA Procurement Department.
- 7.4 The Contract Administrator will assign Inspectors for each building serviced. The Contract Administrator has the full authority of an Inspector as well.
- 7.5 The Contract Administrator will inform the Contract Manager of deficiencies or complaints received from building occupants.
- 7.6 The Contractor shall provide the Contract Administrator, or designees, free and easy access to inspect progress of the services at all times. This shall include inspection of the types and quantities of tools, equipment, chemicals, supplies and all other materials used to assure compliance with the requirements of the contract.

8. CONTRACT MANAGER:

- 8.1 The Contractor shall assign a Contract Manager, who shall have full authority to act for the Contractor in all matters relative to the performance of the Contract.

The Contract Manager shall be the customer service manager. The work schedule of the Contract Manager shall be approved by the Contract Administrator. As a minimum, the Contract Manager will be required to cover a portion of the work shift, and overlap a portion of MSC workday in order to meet with the Contract Administrator to submit, and receive reports, inspections, direction, discuss any deficiencies in performance, or other matters of concern to both parties. The Contract Manager shall meet with the Contract Administrator at the end of each shift to discuss any matters of concern to both parties and to make all necessary corrections to meet contract standards. Deficiencies shall be dealt with in accordance with the provisions contained herein.

- 8.2 By responding to this solicitation, the Contractor is certifying that the Contract Manager shall be adequately trained in the compliance of all applicable AKOSHA, EPA, and other Federal, State and Local laws and regulations regarding materials and operations that may be encountered in the performance of the contract.
- 8.3 The Contract Manager must be fluent in the English language. Fluency is defined, for these purposes, as the ability to speak, read, and write the English language so as to be easily understood. This requirement is essential to facilitate necessary and on-going communications between the Contract Manager and MSC's inspectors and Contract Administrator.
- 8.4 The Contract Manager shall be responsible for ensuring inspections of the entire area of the building(s) under contract are completed daily for the purpose of ensuring quality workmanship and compliance with the contract. In the event that scheduled work is performed unsatisfactorily, the Contract Administrator shall follow the procedures outlined in the Quality Control Program section.
- 8.5 At the discretion of the Contract Administrator as determined by substandard performance, the Contract Manager shall conduct or direct the Supervisor to make sufficient inspections to ensure the services are performed as specified. In addition to these inspections, the Contract Manager or

SCOPE OF WORK

Supervisor shall perform a random written inspection of at least two buildings each day, including weekends. The Contract Manager shall use inspection forms to record inspection results. Copies of each completed inspection form shall be provided to the Contract Administrator by the end of the work shift during which the inspection was required. MSC may require additional random inspections during the first sixty days of the contract or during periods of significant deficiencies. The Contract Administrator shall randomly and without notice to the Contractor perform inspections to ensure compliance with the contract specifications.

- 8.6 The Contract Manager shall assign a sufficient number of qualified supervisors to physically inspect, monitor, and supervise Contractor employees, ensuring adherence to the custodial services schedule. If the Contract Administrator determines that the Contractor's performance is unacceptable because of a lack of supervision, the Contract Administrator can require the Contractor to provide additional and sufficient supervisors to enhance performance at no additional cost to MSC.
- 8.6 The Contract Manager shall maintain a list of the Contractor's employees, their social security numbers, I9 forms as applicable, location, number of hours worked in each building and the specific hours worked (start and end time for each employee) for each daily cycle on the contract. These records shall be available to MSC at all times. A complete personnel listing shall be delivered to the Contract Administrator each time Contractor hires, adds and/or terminates an employee who will be performing duties under this contract.
- 8.8 The Contract Manager shall conduct or direct the Supervisor to make sufficient inspections to ensure the services are performed as specified. In addition to these inspections, the Contract Manager or Supervisor shall perform a random written inspection of at least two buildings each day, including weekends. The Contract Manager shall use inspection forms to record inspection results. The Contract Administrator shall establish a schedule of inspections and provide the schedule to the Contract Manager prior to the work shift. Additionally, copies of each completed inspection form shall be provided to the Contract Administrator by the end of the work shift during which the inspection was required. MSC may require additional random inspections during the first sixty days of the contract or during periods of significant deficiencies. Absence of inspection sheets will be considered a deficiency.
- 8.9 The Contract Manager, or designee, shall have, maintain, and check daily an email address to facilitate prompt resolution of problems.
- 8.10 The Contract Manager shall carry a cell phone and shall be on-call at all times, and must be able to report within 30 minutes to any of the locations covered by this contract.

9. SUPERVISOR: The Contractor shall provide sufficient qualified supervision for this contract to insure compliance with the performance standards and task frequencies: to physically inspect, correct deficiencies, monitor, assure quality standards and supervise Contractor employees, ensuring adherence to the custodial services schedule. The Supervisor shall have full authority to act for the Contract Manager.

The Contract Administrator shall approve the Supervisor's work schedule. The workweek of the Supervisor may be adjusted to overlap weekend work required under this contract.

At the end of each work shift, the supervisor shall inspect the entire work area to ensure that all work is complete, all necessary doors are locked, and lights are turned off. The Inspection Sheet is to be completed by the Supervisor daily for each employee who worked on campus. It shall be the responsibility of the Contract Manager to obtain an acknowledgement on this document prior to departing the premises.

- 9.1 The Contract Supervisor requires the approval of the Contract Administrator. A detailed resume shall be submitted prior to the assignment of any new or replacement personnel to this Contract for approval by the Contract Administrator.
- 9.2 The Supervisor must be fluent in the English language. For these purposes, fluency is defined as

SCOPE OF WORK

the ability to speak, read and write the English language so as to be easily understood. This requirement is essential to facilitate necessary, on-going communications between the Supervisor, Inspectors and Contract Administrator. Final determination of fluency will be made by the Contract Administrator and is not subject to contest.

- 9.3 The Contract Supervisor shall be responsible for the management and scheduling of all work to be performed under this Contract. The Supervisor shall be responsible for the conduct and performance of all Contract employees while on MSC property and is responsible for enforcing the Employee Conduct guidelines listed below.

10. SERVICE WORKERS: The Contractor shall employ a sufficient number of Service Workers to adequately perform all the specified duties and services.

- 10.1 Service Workers used in the performance of this work shall be properly trained, supervised and qualified for work of this type. MSC reserves the right to, refuse to accept services, from any personnel deemed by MSC to be unqualified, disorderly, or otherwise unable to effectively perform assigned work.
- 10.2 Contractor's employees shall be able to receive and transmit written and verbal communication, pertinent to the job, in the English language and all must be eligible to work in the U.S. under INS requirements.
- 10.3 The Contractor shall abide by the provisions of the Alaska Employment Practices and Working Conditions section of the Alaska Statutes. Hourly workers must be paid for all hours worked, including overtime. This applies to any or all Service Workers re-deployed to correct deficiencies. It is unlawful to deduct from an employee's payments due, the cost of any assessments imposed by MSC as a result of a deficiency. This does not infringe on the Contractor's right to take disciplinary action as a result of an employee's poor performance.

11. LABOR ACTIVITY:

- 11.1 MSC: The Contractor is hereby given notice that MSC has collective bargaining agreements with the University of Alaska Classified Employees Association APEA/AFT, hereinafter referred to as UACEA, which represents University of Alaska employees in "trade maintenance and custodial positions", as well as, faculty organizations such as ACCFT and United Academics.
- 11.2 CONTRACTOR: The Contractor shall be responsible for its own labor relations with any trade or union representative among its employees, if any, and shall be responsible for all disputes between itself and its employees. Whenever the Contractor has knowledge that any actual or potential labor dispute threatens performance of the contract, the Contractor shall immediately give written notice to MSC.

If any labor action, by the Contractor's employees, results in the curtailment or discontinuation of services under the contract, MSC has the right to seek these services either in-house, or from another contractor, whichever is in the best interest of MSC. This may include the use of the Contractor's tools, equipment, chemicals and supplies for a reasonable period of time. If MSC elects to use the tools, equipment, chemicals and supplies of the Contractor, MSC agrees to reimburse the Contractor for all reasonable and documentable costs of such use.

12. ORGANIZATIONAL CHART: The Contractor shall maintain and provide a current copy of its organization chart showing assigned work areas of each employee by name and shall include management, support staff, supervisors, working leaders, and service workers.

13. TRAINING:

- 13.1 By responding to this solicitation, the Contractor is certifying that by the assignment of each worker to this contract, that each employee, prior to being assigned under this contract, is adequately trained in the proper use of chemicals, supplies, and equipment used in the performance of

SCOPE OF WORK

services. Additionally, each employee shall be adequately trained in the use of hazardous materials, or materials that can be made hazardous through improper usage that may be used under this contract. Additionally, each employee shall be adequately trained in the use of hazardous materials, or materials that can be made hazardous through improper usage that may be used under this contract. The Contractor shall conduct adequate training in safe work procedures and practices. Such training shall include insuring that all employees know the location of emergency safety showers, the location of fire alarms, and be made familiar with evacuation routes in the event of an emergency. The Contractor shall include a description of the formal training provided to its employees in the Quality Control Program submitted to the Contract Administrator. These requirements shall apply equally to the Contractor's pool of available substitute service workers, and Supervisors. The Contractor agrees to hold harmless the University of Alaska for any injuries, emotional stress, deaths or loss of MSC's property resulting from, or attributable to, inadequate training of its employees.

- 13.2 The Contract Administrator has the right to disallow the use of any Contractor employee that he deems to be inadequately trained in the proper usage of supplies, or equipment, or in matters of safety.

- 13.3 An adequate training program should include, but not be limited to the following:

Introduction to MSC's Policies and Procedures;
The provisions of this contract, (with emphasis on contractor employee's conduct & safety);
Hazard Communications (proper use of chemicals and dealing with hazards);
Tools & Equipment, (proper usage, and safe practices);
Performance Standards and Schedules;
Common cleaning mistakes;
Proper lifting techniques;
Proper use of safety gear, e.g., eyewear, hardhats, footwear, etc., as appropriate for the task;
Emergency procedures;
Biohazardous materials.
Lockout/tagout.
Haven

14. EMPLOYEE CONDUCT:

- 14.1 The University of Alaska is a Tobacco free campus. Smoking is prohibited in all facilities and at indicated entries.
- 14.2 Any employee whose conduct is objectionable or who does not meet qualifications set forth in the contract may be immediately removed or barred from MSC premises. MSC may also require removal of any worker from the work areas whose continued employment on the premises is deemed contrary to the public or MSC's best interests.
- 14.3 MSC is a "Drug-Free Workplace." The Contractor's management and employees shall not use controlled substances not prescribed for them, or illegal substances. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted on MSC property.
- 14.4 Contractor's employees shall not remove, use, or tamper with MSC office machines, computers, equipment and MSC employee's personal property, and shall not open desks, cabinets, or furniture drawers, at any time.
- 14.5 No power sources to computers or other technical equipment shall be disconnected. Any such loss caused by the Contractor shall be deducted from contractor's payment.
- 14.6 Contractor's employees shall not use MSC telephones for personal calls.

SCOPE OF WORK

- 14.7 No business solicitations from the Contractor or the Contractor's employees soliciting additional private business from building occupants shall be allowed. This also prohibits notes or advertisements posted on bulletin boards.
- 14.8 Sexual Harassment: MSC has a responsibility to provide faculty, staff and students with a learning and working environment that is free from sexual harassment. Sexual harassment includes, but is not limited to unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature. Sexual harassment and all other forms of inappropriate behavior by the contractor will not be tolerated.
- 14.9 The Contractor shall ensure all of its employees are clean, neat, and appropriately attired, wearing safe, suitable shoes and garments at all times during the performance of the services. MSC reserves the right to request the removal of any Contractor's employee it deems to be inappropriately attired.
- 14.10 Contractor's employees shall communicate concerns directly with their own supervisors and not leave notes to building occupants.
- 14.11 The Contractor's employees are not to be accompanied in their work areas or on the premises by acquaintances, family members, or any other person unless said person is an authorized Contractor employee performing work under the contract.
- 14.12 The Contractor shall insure that none of its employee scavenges any item from MSC. This shall include, but not be limited to items to be placed in, or already in trash containers, or dumpsters. The Contractor shall include this as a point of new employee orientation and or training.
- 14.13 Science labs may be setup to run experiments over a period of days. Exam rooms may contain lab equipment and test materials. It is imperative that equipment and glassware not be disturbed.
- 14.14 **Employee Food Service:** No access will be given to food storage areas and food service equipment storage areas. Food and drink items shall not be disturbed, moved, removed or consumed by Contractor employees.

The Contractor shall not be allowed to bring on to MSC property any food or beverage catering trucks, vending machines, or other serving facilities. This does not apply to personal food and beverage items brought to the job site for personal consumption during the meal period. Contractor's employees are to eat meals only in the cafeteria, and are required to clean the area after eating meals.

15. SAFETY: The Contractor shall conduct safety inspections. The Contractor shall have an active and effective safety program and demonstrate that it has a history of safe work practices, that regular safety education is given to its employees, and that all federal safety mandates are complied with and properly documented.

- 15.1 **Written Safety Program:** The Contractor will have a written safety program or employee handbook, which contains the safety policies governing: general safety rules, hazard communication, personal protective equipment, fall protection and a range of potentially hazardous job site conditions. The Contractor will have trained its employees on this policy or handbook. The Contractor will have an ongoing safety training program to continuously educate employees on safety issues and to fulfill the federal training requirements. Contractor may be periodically required to provide proof of an ongoing and viable safety program.
- 15.2 The Contractor will be familiar with and operate within guidelines set forth by the Occupational Safety and Health Act and all Municipality or State regulations, which affect custodial and housekeeping operations. The contractor will ensure that all employees assigned to MSC are knowledgeable of the current guidelines/regulations affecting custodial and housekeeping operations. These guidelines/regulations include but are not necessarily limited to Hazard Communication Program and Blood borne Pathogen Regulations.

SCOPE OF WORK

- 15.3 **Federal Requirements:** Contractor must be in compliance with AKOSHA training and hazard communication requirements, i.e., company policy, training brochures, training programs overviews, minutes of training program/meetings, professional/trade or union safety training certifications.
- 15.4 **Safe Work History:** The Contractor shall maintain an excellent record of safety. For companies with 10 or more employees, the Contractor must document ratings for Lost Time Incident Rate and Lost Time Severity Rate (AKOSHA Form 300A Summary) and submit the previous year's 300A form to the MSC Contract Administrator for prior to each contract renewal.
- 15.5 For all operations requiring the placement and movement of the Contractor's equipment, the Contractor shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion, so as to avoid injury to persons or damage to property.
- 15.6 In accordance with A.S. 18.60, the Contractor shall acquire, file and maintain up-to-date records pertaining to Material Safety Data Sheets for substances and products used by the Contractor on MSC premises. The Contractor shall assume full responsibility for conformance with the law in regard to Contractor's employees. The Contract Administrator or designee may request copies of any and all Safety Data Sheets for substances used on MSC premises. These SD Sheets must be made available within 4 hours of request.
- 15.7 For failures to comply with AKOSHA safety requirements and resulting in damages, a \$250.00 assessment, per occurrence, may be assessed against the Contractor.

16. HOURS OF SERVICE:

- 16.1. Unless otherwise specified, normal service is required during Fall and Spring Semesters, except on MSC recognized holidays, or as designated by the Board of Regents. Fall and Spring semesters are approximately 90 working days each. Fall semester is typically from last week of August through mid-December and Spring semester is typically from the first week of January through the first week of May. ***Janitorial services during the Summer Semester will be reduced by the percentage of square footage of building use***, any additional hours will be at MSC's option. All dates will be confirmed by Contract Administrator.
- | | |
|----------------------|---|
| Spring Semester 2018 | January 16, 2018 through May 6, 2018 |
| Summer Session 2018 | May 13, 2018 through August 8, 2018 (approximate) |
| Fall Semester 2018 | August 27, 2018 through December 21, 2018 (approximate) |
- 16.2. The Contractor shall routinely supply custodial services for Sunday through Thursday, five times weekly, after 11:00 p.m. and before 6:30 a.m. daily except on designated holidays.
- 16.3. All areas designated herein shall be serviced, as specified, at the designated frequency rate and ready for occupancy by the MSC Community by 7:00 a.m. each workday, excluding holidays. Unless otherwise specified by the Contract Administrator, all office spaces are cleaned at night, three days per week. Library stack areas are cleaned one day per week. All other common areas, classrooms and restrooms are cleaned five days a week.
- 16.4. If a secured area cannot be accessed for contract service duties during scheduled time (e.g. between 11:00 p.m. and 7:00 a.m. or when alternate buildings apply), special arrangements may be made between the Contract Administrator and the Contractor to service these areas. Written approval must be obtained for any exceptions to the cleaning hours.
- 16.5. The Contractor shall make every reasonable effort to provide custodial services when unscheduled MSC closures are caused by snow or other hazardous weather conditions. However, in the event custodial services cannot be provided for whatever reason, an appropriate reduction in the Contractor's billing invoice will be made for service not performed. If the situation occurs on a Thursday or a day preceding a holiday the Contractor shall make every effort to provide custodial services over the weekend or holiday at no additional cost to MSC.

SCOPE OF WORK

- 16.6. In order that facilities are clean during closures, the Contract Administrator will schedule service on the first available day at the beginning of longer holidays and closures.
- 16.7. For the purpose of correcting deficiencies, the Contractor shall be available 24 hours a day, 7 days a week.
- 16.8. MSC institutes mandatory closures on several national holidays. The Contract Administrator will provide the Contract Manager with at least a five day notice of all scheduled closures and will notify the Contractor of the services to be provided, if any, during all closures. The Contractor shall be paid for actual days worked in December and January according to the costs outlined in the price schedule.
- 16.9. **HOLIDAY AND CLOSING SCHEDULE:** Holiday dates are subject to change from year-to-year. All dates will be confirmed by the Contract Administrator. This results in approximately 50 contract working weeks.

<u>2018-2019 MSC Holidays</u>		<u># of Work Days</u>
Spring Recess:	Friday, March 16, 2018	1 workday
Memorial Day:	Monday, May 28, 2018	1 workday
Independence Day:	Wednesday, July 4, 2018 – Thursday, July 5, 2018	2 workdays
Labor Day:	Monday, September 3, 2018	1 workday
Thanksgiving:	Thursday, November 22, 2018 - Friday, November 23, 2018	2 workdays
Christmas Holidays:	Tuesday, December 25, 2018- Wednesday, December 26, 2018	2 workdays
Christmas Closure	December 27, 2018 - December 31, 2018	3 workdays
New Year:	Tuesday, January 1, 2018 - Wednesday, January 2, 2018	2 workdays
Martin Luther King Day	Monday, January 21, 2019	1 workday

17. CONTRACTOR'S ACCESS: Access routes, entrance gates or doors, parking and storage areas, etc. and any imposed time limitations on the Contractor shall be designated by the Contract Administrator. The Contractor shall conduct its operations in strict observation of the access routes and other areas established as described above.

The contractor shall ensure that under no circumstances shall any employees of the Contractor enter any area not authorized by the Contract Administrator. MSC shall give Contractor's personnel reasonable access to the areas where the services are to be performed to the extent necessary for the performance of the services subject, however, to MSC's security and safety rules and regulations. MSC shall arrange for access to buildings, including the provision of keys or access cards to the Contractor as necessary to perform the services.

18. SECURITY: Contractor shall be responsible for the security of MSC property in each service area.

18.1 Background Check:

a. The Contractor is hereby notified, and shall notify all prospective employees to be used under this contract, that as a condition of employment, MSC may conduct a background check of criminal records, naturalization status, and other inquiries MSC deems reasonable. The background check may be implemented for what MSC may deem to be sensitive areas. The purpose of this check is to insure that the students, faculty, staff, and property of MSC are not placed at unreasonable risk. MSC retains the right to require the transfer or removal of an employee under this contract if, in the opinion of MSC, the employee poses an unacceptable risk to MSC, its students, faculty, staff, or property. Failure by the Contractor to exercise reasonable precautions in enforcement of security issues may be cause for termination of the contract.

SCOPE OF WORK

b. The Contractor will be required to post the following notice:

NOTICE TO (CONTRACTOR'S) EMPLOYEES

Matanuska-Susitna College Custodial Contract, Background Checks reads: *The Contractor (Blank) is hereby notified, and shall notify all prospective employees to be used under this contract, that, as a condition of employment, MSC may conduct a background check of criminal records, naturalization status, and other inquiries MSC deems reasonable. The purpose of this check is to insure that the students, faculty, staff, and property of MSC are not placed at unreasonable risk. MSC retains the right to require the transfer or removal of an employee under this contract if, in the opinion of MSC, the employee poses an unacceptable risk to MSC, its students, faculty, staff, or property. Failure by the Contractor to exercise reasonable precautions in enforcement of security issues may be cause for termination of the contract.*

To protect the individual's right to privacy to the maximum extent possible, each employee shall secure their own report. An individual may request a background check (federal and state) of criminal records, and a print-out of their report from the Alaska State Troopers Office. A fee may be required, however you will be reimbursed by the Contractor, who will be reimbursed by MSC.

Turn-in your report to (Contract Manager) not later than the beginning of your scheduled shift assignment (Date). Individuals who do not provide the report by this deadline are not eligible to work their shift until the report is provided.

BE ADVISED: Under the contract, (Contractor) is required to review criminal records according to the criteria set out below and determine whether an individual is eligible to continue employment under this contract. In determining eligibility for continued employment under this contract, the following must be considered:

1. Crimes of violence, the degree of severity, frequency and/or evidence of a pattern of such activity. Included in this category shall be included crimes involving drug abuse and the degree to which such crimes may be reasonably associated with violent behavior.

2. Crimes of theft including accompanying crimes such as burglary, the degree of severity, frequency, and evidence of a pattern of such activity.

3. The length of time since the crimes occurred, and any apparent patterns of rehabilitation that were evidenced by the individual's subsequent behavior.

Employees found not eligible for continued employment, who believe there are extenuating or mitigating facts that should be considered by MSC, may appeal the decision to (Contract Manager), who will present any extenuating or mitigating facts to MSC. MSC's decision is final.

- 18.2 The Contract Manager shall immediately notify the Contract Administrator in writing of any termination or transfer, and shall immediately obtain and void all identification badges, and collect any uniforms issued. In the event that an identification badge or uniform is not retrieved, the Contractor shall immediately notify the Contract Administrator.
- 18.3 The Contractor shall take all measures necessary to ensure its employees comply with all applicable Federal, State and local rules, laws and regulations, and the security rules and regulations of MSC, including, but not limited to the following security standards at all times:
 - a. Security and alarm systems are located in Campus buildings. An orientation to alarms will be conducted by the Contract Administrator before contract work begins. If alarms are accidentally sounded by Contractor employees or activity, and Fire Department, Police or MSC personnel respond by arriving at MSC locations, Contractor is responsible for any costs generated as a result of the false alarm.
 - b. Cleaning Locked Areas: All external and internal doors normally closed and locked shall be closed and locked at all times. Only the room being cleaned may be unlocked and open when

SCOPE OF WORK

required. It is an unacceptable practice, and a breach of security to have all doors on a floor open at the same time. No rooms shall be left unattended with doors open and unlocked. When a service worker has completed cleaning a room, it must be closed and locked. At the Contract Administrator's discretion, failure to comply with this requirement may result in \$250.00 assessment per occurrence against the Contractor. Occurrence is defined as each incident in one shift, i.e., 5 doors left unlocked, and 5 penalties of \$250.00 each shall be assessed.

c. All exterior doors and windows will remain locked until 7:00 a.m.

d. There may be occasions where Contractor is responsible for keeping interior doors locked or unlocked based on utilization and demand. These will be by written requests from the Contract Administrator to the contract manager on a case per case basis.

18.4 To the extent allowed by the law, MSC reserves the right to investigate and pursue any apparent breach of security or other misconduct. Such investigation may include questioning and/or finger printing as deemed necessary.

18.5 All doors normally closed and locked shall be closed and locked at all times, except when access is required. It is an unacceptable practice, and a breach of security to have all doors on a floor open at the same time. No rooms shall be left unattended with doors open and unlocked. When access is no longer required, the room must be closed and locked. At the Contract Administrator's discretion, failure to comply with this requirement may result in a \$250.00 assessment against the Contractor.

19. KEY CONTROL: The Contractor is responsible for the security of all keys, key cards, other entry devices and codes provided by MSC. The Contractor shall maintain a record of the key numbers and key rings issued to its employees and shall establish and implement methods of ensuring that all keys issued to the contractor by MSC are not lost, or misplaced, and are not used by unauthorized persons.

19.1 The Contractor's Supervisor must complete and sign a "Request for Key Transfer" form to obtain required keys. Anytime a key holder is hired or terminated keys must be returned and a "Request for Key Transfer" form must be completed and signed by workers, and given to the Contract Administrator the following workday. MSC shall provide "Key Transfer Forms" to Contractor. Keys will be returned to MSC upon request by MSC for any reason.

19.2 The keys shall be locked in a lock box furnished by MSC. A key to the key box will be issued to the Contract Supervisor. The Contractor's Supervisor shall issue keys or key devices from the key box only to designated Contractor's employees at the beginning of each work shift and must collect and return them to the appropriate lock box at the end of the shift.

19.3 MSC keys, issued to Contractor's employees, other than the Contractor's Supervisor, shall not leave MSC premises. With MSC's consent, the Contractor's Supervisor may retain one set of keys in possession during non-working hours, but the keys may be retrieved if requested by MSC.

19.4 The Contractor shall not duplicate, and shall prevent duplication of key devices issued by MSC.

19.5 The Contractor shall immediately report any lost, missing or stolen keys devices to the Contract Administrator. Failure to do so may result in a \$250.00 assessment against the Contractor. If the Contractor loses keys, or Contractor's employees and a building or door requires re-keying, the Contractor is responsible for paying MSC for re-keying costs.

19.6 All keys will be returned to MSC when contract period is terminated or requested.

20. MSC PROPERTY/EQUIPMENT: Any damage to building structures, contents, or personal property caused by Contractor's employees or Contractor's cleaning methods shall be corrected, repaired, or replaced by Contractor at no cost to MSC. At its discretion, MSC reserves the right to correct damage and deficiencies caused by the Contractor. Any costs incurred by MSC associated with correcting damages or deficiencies shall be charged to the Contractor or deducted from payment to the Contractor.

SCOPE OF WORK

The Contractor is cautioned to exercise care not to damage carpets with cleaning chemicals or liquids leaking from trash bins. Any carpet determined damaged by the Contractor will be repaired/replaced by MSC at the sole expense of the Contractor. To control accidental leaks, trash is to be transported through buildings in secondary containers, and not just trash bags.

Care shall be exercised so vehicles or equipment do not damage MSC lawns or grounds. Any damage caused by the Contractor shall be repaired by the MSC Physical Plant at the sole expense of the Contractor.

21. UNIFORMS AND ID:

- 21.1 The Contractor shall provide at its expense each employee with a distinctive uniform and an identification badge. The company ID badge shall display the Contractor's name, the employee's first and last name, and an ID of the employee. They shall be worn at chest level at all times on the outermost garment while on MSC premises in the performance of services, so that its employees are readily identifiable as Contractor employees and easily distinguishable from MSC staff, faculty and students and members of the general public. Use of the MSC name or logos is not permitted. Uniforms and badges shall be approved by the Contract Administrator prior to commencement of services.
- 21.2 Any contract employee not wearing an identification badge or company uniform may be immediately removed from campus and liquidated damages of \$250.00 for each such occurrence shall be deducted from payment otherwise due the Contractor.
- 21.3 The Contractor's employees must have in their possession at all times while working on campus, an ID card, such a State of Alaska Driver's License, that is acceptable to MSC. The Contractor's employees are to show their IDs immediately when requested by any MSC employee. At any time while on duty, the service worker may be required to surrender the identification badge to MSC staff. Failure of a Contractor's employee to show an acceptable photo ID upon demand will be grounds for the Contractor's employee to be removed from MSC premises. The Contractor will be responsible for any and all costs associated with removal of a Contractor's employee for any reason.

22. EMERGENCIES: In the event of an emergency situation or fire hazard the Contractor shall take immediate prudent and reasonable action as necessary to safeguard MSC's property and personnel, and the Contractor's employees. Such action shall include, but not be limited to calling the Palmer Fire and/or Police Departments at 911, the Physical Plant radio at 745-9789, and notification to the Contract Administrator, 745-9789, or designee, as soon as possible.

23. THEFT REIMBURSEMENT: Contractor is responsible for selecting and supervising its employees sufficiently to prevent any theft from MSC premises by Contractor's employees. Contractor shall reimburse MSC for all losses and associated expenses arising because of theft of property at MSC under any one or more of the following circumstances:

- 23.1 MSC establishes by a preponderance of the evidence that an employee of the Contractor took property without permission; or,
- 23.2 MSC establishes by a preponderance of the evidence that:
 - a. Property was taken by someone without permission, and
 - b. An employee of the Contractor has taken or assisted in taking property of MSC without permission under circumstances that are sufficiently similar to cast reasonable suspicion on that employee as to taking the property referenced in subparagraph a. above, and,
 - c. The Contractor does not establish by a preponderance of the evidence that that employee did not take or assist in the taking of the property.

SCOPE OF WORK

- 23.3 MSC proves by a preponderance of the evidence that some employee of the Contractor took property of MSC without permission, even though MSC cannot identify which employee was involved.

24. ENERGY CONSERVATION: The Contractor shall be responsible for instructing employees in utilities conservation practices. The Contractor shall operate in such a way as to preclude the waste of utilities, which shall include but not be limited to the following:

- 24.1 Lights shall be used only in areas where and at the time that work is actually being performed. Lights shall be turned off after room is cleaned. Burned-out or malfunctioning light fixtures shall be brought to the attention of the Inspector or Contract Administrator.
- 24.2 Exterior doors and windows will not be propped open.
- 24.3 Mechanical equipment, controls for heating, ventilation and air conditioning systems shall not be adjusted by Contractor employees.
- 24.4 Water faucets and valves shall be turned off after the required usage has been accomplished. Leaking faucets shall be brought to the attention of MSC Inspector or Contract Administrator.
- 24.5 If any utility conservation measures are breached, MSC may deduct \$250.00 per occurrence. Occurrence is defined as each incident in one shift, i.e., lights left on in 5 rooms, 5 penalties of \$250.00 each shall be assessed.
- 24.6 MSC is considering initiating an energy conservation program. If the Contractor is asked to participate in the program, the cost of the services will be negotiated. As an example, Contractor employees may be asked to tag office doors where the occupants have left their office lights on.

25. QUALITY CONTROL: The Contractor shall conduct quality control inspections as outlined in the Quality Control Program (QCP) to be **submitted with the Bid**, to ensure that all requirements defined herein shall be performed at least as a minimum. The program shall be kept up date and maintained in loose-leaf manual format, or equivalent.

- 25.1 The QCP's work instructions may be audited as a function of the Quality Program to assure performance is in compliance with procedures and work hours identified.
- 25.2 All inspection records are subject to audit by Contract Administrator or designee. Failure to maintain inspection records shall cause MSC to terminate contract for default.

26. INSPECTION BY THE MSC: MSC will conduct periodic inspections as it deems necessary with the Contract Supervisor at the stipulated time to determine strict compliance with the Performance Standards. Non-inspection by MSC does not relieve the Contractor from its compliance obligation.

27. CODE VIOLATIONS: Violations issued by government agencies shall be corrected immediately by the Contractor. Any and all costs associated with code violations will be the responsibility of the Contractor. The Contractor will be informed immediately of any Contractor regulatory infractions discovered by MSC Contract Administrator. Failure to correct regulatory infractions will be deemed a contract deficiency and subject to \$250 deductions per incident without application of the repeat deficiency rule.

28. NON-PERFORMANCE OF SERVICES:

- 28.1 MSC Contract Inspector has the authority and responsibility to determine whether services are being performed in accordance with the contract. Failure to comply with the directions of the Contract Inspector and/or the Contract Administrator in resolving non-performance may lead to suspended or reduced payments, breach of contract, and/or termination of the contract for default.
- 28.2 Services shall be considered not to have been performed properly when, in the sole judgment of the Contract Administrator, or designee, that the services in an area were not performed in strict

SCOPE OF WORK

accordance with the Performance Standards contained herein, with the required frequency, or an area is otherwise considered not to be clean as defined by the requirements of this contract.

29. CORRECTION OF NON-PERFORMANCE OF SERVICES: The Contractor shall, at his own expense, remedy and correct any deficiencies in his work. Each instance of non-performance shall be noted in writing and made a part of the contract file. There will be no monetary assessments during the first two (2) weeks of service at the start of the contract for a new contractor.

- 29.1 The Contractor will be made aware of all deficiencies. When the Contractor has been made aware of a deficiency by the Contract Administrator or a Contract Inspector, the Contract Manager shall, within two (2) hours, re-deploy the Supervisor, and/or Service Workers as necessary, to remedy deficiency to the satisfaction of the Contract Inspector, or present a plan of action for correcting the deficiency. Unless otherwise approved by the Contract Administrator, all deficiencies must be corrected within four hours. The cost of all labor, supplies, equipment and support necessary to correct such deficiencies are the sole responsibility of the Contractor. Upon completion of the corrective efforts, but before dismissing the crew, the Contract Manager shall contact the Contract Inspector to request a re-inspection.

In the event quality control measures fail to produce acceptable work and deficiency corrections are still unacceptable to MSC after four hours (after notice), an assessment in the amount of \$250 **per day** for each such occurrence may be deducted from payment otherwise due the Contractor. In addition, any and all costs incurred by MSC to remediate the situation will be deducted from the Contractor payment. If the Contractor is unable to correct deficiencies because of any Contractor's operational conflicts, the Contractor will still be assessed \$250 per occurrence plus any additional costs of remediation.

In the event quality control measures fail to produce acceptable work and deficiency corrections are still unacceptable to UAA after two (2) hours (after notice), an assessment in the amount of \$250 per day for each such occurrence may be deducted from payment otherwise due the Contractor. In addition, any and all costs incurred by UAA to remediate the situation will be deducted from the Contractor payment.

- 29.2 Repeat deficiencies: In the event that multiple callback requests in a 30-day period are necessitated to correct deficiencies, the Contract Administrator shall request a written plan to cure unsatisfactory performance. The plan shall identify methods of improving level of service to ensure callbacks are eliminated. Continued performance deficiencies may result in termination of the contract.
- 29.3 Assessments are to offset the expenses incurred by MSC for direct and indirect costs associated with the additional burden of compelling compliance. This assessment is separate and distinct from any other payments that may be withheld, or prorated that might otherwise be due the Contractor. MSC's decision to impose any assessment is final.

30. APPLIANCE AND EXTENSION CORDS: Damaged electrical cords belonging to the Contractor found by MSC personnel will be immediately cut into two pieces and a \$250 liquidated damage fee may be assessed at the Contract Administrator's discretion. Damaged cord plugs will be repaired or replaced, by the Contractor, at the Contractors expense. Facilities and Campus Services and other MSC staff will report damaged cords to the Contract Administrator. Damaged cord ends are caused by pulling cords from wall sockets at angles from the wall face. It is the Contractor's responsibility to instruct employees in the proper use of appliances. In addition, improper unplugging and stretching of cords can damage electrical sockets resulting in circuit damage, tripped breakers and damaged wall plates. The contractor will be billed or the cost of damages will be deducted from the contractor invoices when this occurs. Damage caused by cords to wall corners will be a \$250.00 liquidated damage fee for each corner damaged.

31. CELL PHONES: Contractor must have 2 cell phones. Service workers doing morning deficiency follow up shall be available by cell phone during designated work hours.

SCOPE OF WORK

32. SUPPLIES USAGE DATA: The Contractor shall provide the Contract Administrator with a monthly annual report, at the end of each contract period, of janitorial supplies used, including, but not limited to the following:

Toilet Paper	Hand Soap Cartridges	Hand Soap
Roll Paper Towels, Restroom	Multi Fold Paper Towels	Toilet Seat Covers
Large Trash Liners	Small Trash Liners	Roll Paper Towels, Lab
Powdered Soap	Heavy Duty Trash Liners	

33. REVIEW OF RECORDS: The Contractor shall make available to the Contract Administrator as requested, all payroll records, training records, invoices for materials, books of accounts and other relevant records pertinent to this contract for the purpose of inspections and audit. The Contractor shall retain the records for a period of six (6) years after the performance of the services to which the records relate.

34. NEEDED REPAIRS: The Contractor shall promptly notify MSC, in writing, of any equipment out of service or exhibiting anomalies, or any needed repairs and/or damages to fixtures, buildings and appurtenances observed during the performance of services.

35. LIQUIDATED DAMAGES: The Contractor, as part of the consideration for award of the contract, not as a penalty, but as a liquidated damage agrees to pay MSC liquidated damages for the following breaches of contract. Deficiencies of any nature, independent of location, that are repeated (more than three occurrences in 365 consecutive days) will incur a deduction of \$250 per occurrence from the monthly invoice at the discretion of the Contract Administrator.

- a. Paragraph 15, Safety, 15.7: Failure to comply with AKOSHA safety requirements.
- b. Paragraph 18, Security, 18.3.a: Cleaning Locked Areas: Failure to comply with security requirements.
- c. Paragraph 19, Key Control, 19.5: Failure to report any lost, missing or stolen keys devices.
- d. Paragraph 21, Uniforms and ID, 21.2: Not wearing an identification badge or company uniform.
- e. Paragraph 24, Energy Conservation, 24.5: Breach of utility conservation measures.
- f. Paragraph 27, Code Violation: Failure to correct regulatory infractions.
- g. Paragraph 29. Correction of Non-Performance of Service, 29.1: Failure to correct performance deficiencies.
- h. Paragraph 29. Correction of Non-Performance of Service, 29.1: Failure to correct performance deficiencies due to Contractor's conflicts.
- i. EQUIPMENT AND SUPPLIES, Paragraph 3, Chemicals, 3.10: Failure to comply with hazard communication standard and EPA requirements to waste disposal requirements.

36. PEST AND INSECT CONTROL: Periodically MSC may request assistance setting and discarding rodent sticky traps or traps for insect control. If the Contractor is asked to assist, it will be at the standard labor rate and MSC will provide the materials. If a rodent in a trap is noticed as part of the normal cleaning routine, Contractor's employee shall dispose of it. Contractor shall notify the Contract Administrator's Office so that a new trap can be distributed.

FREQUENCY OF REQUIRED TASKS

The following tasks apply to all buildings. Non-Office Space includes common and public areas, classroom, labs, restrooms, break rooms, kitchen areas, and hallways, to be cleaned 5 days per week (Sunday through Thursday). All Office Space is to be cleaned THREE times per week (Sunday, Tuesday, Thursday), which includes all “daily” cleaning tasks below.	D A I L Y	W E E K L Y	B I W E E K L Y	M O N T H L Y	Q U A R T E R L Y	S E M I A N N U A L
(SEE CORRESPONDING NUMBER IN PERFORMANCE STANDARDS FOR FULL DESCRIPTION)						
1. GENERAL PERFORMANCE STANDARDS	X					
2. VACUUM CARPET – COMPLETELY	X					
4. REMOVE CARPET STAINS	X					
6. DUST MOP OR SWEEP NON-CARPETED FLOOR	X					
7. DAMP MOP NON-CARPETED FLOOR	X					
12. SPOT CLEAN FURNITURE	X					
17. CLEAN AND DISINFECT RESTROOM FIXTURES	X					
18. DISINFECT ALL RESTROOM SURFACES	X					
19. REFILL RESTROOM DISPENSERS	X					
20. SPOT CLEAN RESTROOM FIXTURES	X					
22. SPOT CLEAN BUILDING SURFACES	X					
23. DRINKING FOUNTAIN – CLEAN AND DISINFECT	X					
24. CLEAN ELEVATOR DOOR TRACKS	X					
25. CLEAN AND REFILL FLOOR DRAINS (includes restroom and custodial closets, including any under counters or sinks)	X					
26. GRAFFITI REMOVAL	X					
27. STAINLESS STEEL CLEANING	X					
28. TRASH REMOVAL	X					
29. CLEANING WRITING BOARD	X					
30. CLEAN FLOOR MAT	X					
31. CLEAN FINGERMATS	X					
32. SNOW AND ICE REMOVAL (includes loading docks)	X					
36. DAMP WIPE AND SANITIZE - Sanitize student desktops, public tables, light switches, door knobs, daily	X					
7. DAMP MOP NON – NON-CARPETED FLOOR – Chair Mats		X				
13. DUST FURNITURE SURFACES		X				
21. DE-SCALE RESTROOM TOILETS AND URINALS		X				
33. DUST BUILDING SURFACES		X				
9. SPRAY, BUFF, AND BURNISH NON-CARPETED FLOOR			X			
10. RECONDITION FINISHED NON-CARPETED FLOOR			X			
16. VACUUM UPHOLSTERED FURNITURE				X		
8. MACHINE SCRUB NON-CARPETED FLOOR – Restrooms					X	
34. OVERHEAD DUSTING AND CLEANING – Restrooms and Food Service Areas					X	

PERFORMANCE STANDARDS

Services as defined by the following Performance Standards shall be performed according to the Frequency Schedules.

1. GENERAL PERFORMANCE STANDARDS:

- 1.1 Perform all services using equipment and chemicals suitable for the task. The Contractor shall follow manufacturers' instructions for use of equipment, chemicals, and the treatment of all MSC property, such as floor surfaces, furniture, building surfaces, etc.
- 1.2 Classroom desks that are outside a classroom shall be moved back into the classroom. All classrooms shall have classroom desks arranged in rows and aisles when cleaning is complete to have an orderly classroom setting/appearance. Tables, desktops, and chairs shall be wiped down daily with a general purpose cleaner. Attempts shall be made to maintain 44 inches or the width of a doorway, between aisles and exit pathways of classrooms so exits are unobstructed. It is the contractor's daily responsibility to ensure that no chairs, desks, tables, trashcans or equipment block doors or emergency exits.
- 1.3 Move or tilt all items such as chairs, seats, trash and ash receptacles, tables, storage containers, carts, etc. as required to perform routine services next to, under or above such items.
- 1.4 Remove all non-fixed furnishings such as tables, seats, chairs, desks, carts, trash and ash receptacles, storage containers, etc. prior to performing a non-routine service, and return such items to their original position after the completion, unless exempted by the Contract Administrator or Contract Inspector.
- 1.5 All building lobby furniture will be returned to its designated positioning daily. MSC will provide digital photos of furnished lobbies to assist this requirement as needed. Lobby configurations may periodically change as determined by the Contract Administrator.
- 1.6 Place adequate barricades and signs to provide sufficient warning prior to, during and after the performance of the services to insure the safety of personnel in the area.
- 1.7 Do not use washing solution that will damage any surface it may contact. Apply washing solution only long enough to loosen the dirt. Rinse clean surface with clear water. Do not spill solutions on surface not to be cleaned. Use steel wool, scouring powders, and abrasives only when absolutely necessary. Abrasives shall not be used on glass surfaces.
- 1.8 Do not disconnect any power to computers or other technical equipment.
- 1.9 Food areas must meet or exceed State of Alaska and any Matanuska-Susitna Borough Sanitation Codes for food Service Areas.
- 1.10 All work shall be completed without interfering with proper performance of MSC business.

FLOORING—CARPET (Includes vertical services of rises, such as stairs and theatre seating areas):

2. VACUUM CARPET - COMPLETELY: Vacuum to remove visible and hidden soil, litter and debris, including all staples and paper clips, from the carpet surface and from within the carpet pile, including areas under desks, along baseboards, in corners, on stairs, and behind doors. Use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum. After completely vacuuming, the carpet shall be free of all visible soil and litter and all soil which can be removed from the carpet pile. Vacuum cleaner bags may not be emptied outside the building or against building walls.

3. VACUUM CARPET – NON-OFFICE (includes all classrooms, restrooms, hallways, common and public areas, and kitchen areas): Vacuum traffic patterns and lanes of carpeted floors to remove soil, litter and debris, including all staples and paper clips from the carpet surface and pile and to raise the carpet pile. Use a rotary vacuum in applicable areas, especially hallways. Use a hose and brush or crevice

PERFORMANCE STANDARDS

attachment to vacuum areas inaccessible to the carpet vacuum. Vacuum elevator floor and door tracks. Use a vacuum cleaner to remove moisture and dry soil from carpeted type entrance mats. Use carpet stain remover and gum remover to remove carpet stains and gummy soil from entrance mats. Vacuum cleaner bags may not be emptied outside the building or against building walls.

4. REMOVE CARPET STAINS: Use carpet stain remover, a dampened utility brush, clean cloths, aerosol gum remover and wet/dry tank vacuums to remove non-permanent stains from carpeted floors. Blot or vacuum and scrape as much of the stain from the carpet as practical before applying carpet stain remover to the carpet. Spray carpet stain remover onto the stain and use a utility brush if required. After the stain has dissolved, blot and rub the stain up in such a manner as to prevent spreading of the stain. After the stain has been removed, blot or vacuum the carpet dry. Dry powder carpet cleaners may not be used. Spot cleans spill by wet extraction where required.

5. SHAMPOO CARPET - EXTRACTION METHOD: Vacuum the carpet sufficiently prior to shampooing to remove dry, loose soil from the carpet pile. Pre-spray any traffic pattern. Remove carpet stains, completely vacuum, shampoo using water extraction equipment and supplies, and completely re-vacuum all carpet in the specified area. Shampoo areas such as corners which are inaccessible to the equipment with manual scrubbing devices. After shampooing and allowing sufficient drying time, vacuum the carpet following a pattern which will give the carpet pile a uniform appearance. Use a pile brush to raise the carpet pile before and after shampooing, if necessary, in order to remove embedded soil and grit from the carpet pile, or to raise the carpet pile to allow sufficient penetration, or to provide for adequate drying of the carpet.

FLOORING - NON-CARPET (Includes vertical services of rises, such as stairs):

6. DUST MOP OR SWEEP FLOOR: Use a treated dust mop to remove soil and litter from non-carpeted floors. On resilient tile, terrazzo, and other smooth finished floor surfaces use treated dust mops. Use brooms on rough, unsealed concrete, or other floors where dust mopping is not effective. Prior to dust mopping the floor surface, use mops and detergent solution to remove wet soil from the floor. Use putty knives to remove gum, tar and other sticky substances from the floor. Use a dustpan to remove accumulated soil and litter. After the floor has been dust mopped or swept, the entire floor surface, including corners and abutments, shall be free of dust, litter, foreign objects and debris that can be removed by dust mopping or vacuuming or with a putty knife. Vacuum elevator floor and door tracks and other areas such as corners and hard-to-reach areas. Use a vacuum cleaner to remove moisture and dry soil from carpeted type entrance mats. Use carpet stain remover and gum remover to remove carpet stains and gummy soil. Clean exterior entrance mats by hosing with water and/or vacuuming or wet extraction. Nothing shall be swept into flowerbeds when inside buildings or outside entrances.

7. DAMP MOP FLOOR: Use detergent solution, wet mops, buckets and wringers, deck brushes, corner brushes, swivel pad holders and abrasive pads, and putty knives to remove soil from non-carpeted floors and baseboards which cannot be removed by sweeping, vacuuming or dust mopping. Apply detergent solution to the entire floor area and allow to remain for three to five minutes. Use scrub brushes to remove spots and stains not removed by mopping. In areas with floor drains, squeegee the floor dry and then rinse with clear water. In areas without a floor drain, use a wet mop and mop bucket and wringer or wet/dry tank vacuum to pick up the solution, and then rinse with clean water twice. Wet-clean all accessible areas. Dust mop floors which are coated with floor finish prior to damp mopping. Sweep other floor surfaces prior to damp mopping. Damp mop all areas of the floor. There shall be no splash and mop marks on walls, baseboards, furniture legs, doors, etc. and no mop strands in the area. Detailed attention must be paid to corners. After the floor has been damp mopped, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil which can be removed by damp mopping. No standing water is to be left on any floor surface, in corners or crevices. In areas where floor finish has not been applied to the floor surface and greasy soil must be removed, use a solution of degreaser. In rest rooms and food service areas use germicidal detergent solution instead of detergent solution.

PERFORMANCE STANDARDS

8. MACHINE SCRUB FLOOR: Use electrically powered floor machines with a scrubbing brush or grout cleaning machines and detergent or degreaser solution to remove soil, scuff marks, stains, oil and grease from floor surfaces such as concrete, brick or pavers, and grouted tile. Also remove any wax, soap and detergents from baseboards, furniture and partition bases and legs. Use hand brushes in areas inaccessible to the floor machines. Use a wet/dry tank vacuum to pick up the scrubbing solution and wet mops, buckets and wringers in areas inaccessible to a tank vacuum. Rinse the floor with clean water after picking up the scrubbing solution with the tank vacuum. Remove all splash marks baseboards, furniture and other such surfaces.

9. SPRAY, BUFF, AND BURNISH FLOOR: Dust mop and damp mop the floor surface in preparation for spray buffing and burnishing. Use single-disc floor machines, buffing pads, and spray bottles with spray buffing solution to restore a uniform gloss and protective finish to resilient tile or terrazzo floors which are finished with a floor finish. The spray buff solution shall be a premixed solution formulated as a companion product to the finish already on the floor. Dust mop the floor surface after spray buffing. After spray buffing and burnishing, the entire floor shall have a uniform, glossy appearance, free of scuff marks, heel marks, and other stains, and shall have a uniform coating of floor finish. Remove all spray buff solution from baseboards, furniture, trash receptacles, etc. Apply restorer as required to maintain the floor finish by burnishing.

10. RECONDITION FINISHED FLOOR: Remove soil, scratches and scuff marks and the top layer of floor finish from resilient tile and terrazzo floors and all finish and soil from baseboards and furniture and partition legs and bases. Use a single disc floor machine, scrubbing pad, putty knife, abrasive pad, mop, mop bucket and wringer, detergent solution and rust remover to remove all removable marks, heel marks, scuff marks, rust stains, gum and other types of stains and soil. Use manual scrubbing devices in areas inaccessible to the floor machine. Use wet/dry tank vacuums except in areas where its use is not practical or effective. Rinse thoroughly with clean water all floor surfaces to which detergent solution has been applied. When wet/dry tank vacuums are used, rinse the floor surface at least once after the detergent solution has been picked up with the wet/dry tank vacuum. When a wet/dry tank vacuum is not used, rinse the floor surface at least twice. After the top layer of floor finish has been removed, use a fine strand rayon mop to apply at least 3 coats of floor finish as follows: First coat - entire floor; Second coat - Keep floor finish 8" from walls and counters; Third coat - Keep floor finish 12" from wall and counters. After the finish has dried, the reflectance shall be uniform and with no visible streaks, swirls, etc.

11. STRIP AND REFINISH FLOOR: Remove completely, all non-permanent floor finish and seal from resilient tile or terrazzo floors and from baseboards and furniture and partition legs and bases. Use single disc floor machines, stripping pads, putty knives, abrasive pads, mops, mop buckets and wringers, floor finish remover and rust remover to remove all removable marks, heel marks, scuff marks, rust stains, gum and other types of stains and soil. Use manual scrubbing devices in areas inaccessible to the floor machine. Use a wet/dry tank vacuum to pick up stripping solution except in areas where its use is not practical. Rinse thoroughly with clear water all floor surfaces to which floor finish remover has been applied. When a wet/dry tank vacuum is used, rinse the area at least once after the floor finish remover has been picked up with the wet/dry tank vacuum. When a wet/dry tank vacuum is not used, rinse the floor at least twice. After the floor finish has been removed, use a fine strand rayon mop to apply at least 2 coats of floor seal and 3 coats of floor finish. Remove all floor seal, floor finish, stripper and stripping slurry from baseboards, furniture and other such areas. After the finish has dried, the reflectance shall be uniform and no streaks, swirls, etc. shall be visible. Ceramic tile floors are not to be waxed.

FURNITURE (Includes fixed and non-fixed furniture):

12. SPOT CLEAN FURNITURE: Use clean damp cloths, scrub pads, spray bottles of detergent solution, glass cleaner, or cream cleanser to remove smudges, fingerprints, marks, streaks, tape, gum, etc. from the surfaces of chairs, telephones, cleared surfaces of desks, lamps, tables, cabinets, shelves, and other types of furniture and surfaces which are not considered to be building surfaces or building fixtures. This includes upholstered furniture. Typewriters, calculators, papers, computers, staplers, and other similar desk items are not to be disturbed.

PERFORMANCE STANDARDS

13. DUST FURNITURE SURFACES: Use dusting tools, treated dust cloths to remove all dust, lint, litter, dry soil, etc. from the surfaces of chairs, desks, bookshelves, office equipment, telephones, lamps, tables, cabinets, shelves, and other types of furniture and surfaces which are not considered to be building surfaces or building fixtures. Computer and electronic equipment shall not be wiped with treated dust cloths or rags as they may cause electrical shock. Papers, typewriters, calculators, computers, staplers, and other similar desk items are not to be disturbed. Dust by the removal of soil from the area, not by moving it from one surface to another. Areas may be divided, dusting some sub-areas each day, so that during any seven day period, all areas of all buildings have been dusted.

14. SHAMPOO UPHOLSTERY - STEAM/HOT WATER EXTRACTION: Inspect to determine fabric type and cleaning method. When the manufacturers' furniture fabric cleanability codes (W, S, W-S, and X) are available, follow appropriate instructions. Protect the floor beneath the work piece from moisture. Do not remove cushion covers for separate cleaning. Dry vacuum. Pretest fabric for discoloration and shrinkage on an inconspicuous part of the furniture. Use pre-conditioning treatment to loosen food and beverage spills and oily accumulations. Use steam cleaning agent. Inject hot water using a rotating brush in the cleaning head. Dampen all fabric. Vacuum using upholstery attachment to extract. Use spot remover if required. Dampen the entire work piece to avoid water staining. Brush the pile/nap (if required) to one direction to remove wand marks. Re-brush when dry to soften. If skirts are present, pin them down, and use a steam iron to straighten them if they curl. Use some type of backing board when ironing. Detail non-upholstered items such as wood or metal trim.

15. SHAMPOO UPHOLSTERY – DRY FOAM: Inspect to determine fabric type and cleaning method. When the manufacturers' furniture fabric cleanability codes (W, S, W-S, and X) are available, follow appropriate instructions. Protect the floor beneath the work piece from moisture. Do not remove cushion covers for separate cleaning. Dry vacuum. Pretest fabric for discoloration and shrinkage on an inconspicuous part of the furniture. Use pre-condition treatment to loosen food and beverage spills and oily accumulation. Sponge or brush, whichever is appropriate, dry foam shampoo into the fibers. Extract the foam and soil with a wet vacuum or steam cleaner vacuum. Use spot remover as you go. Dampen the entire work piece to avoid water staining. Brush the pile/nap (if required) to one direction to remove wand marks. Re-brush when dry to soften. If skirts are present, pin them down, and use a steam iron to straighten them if they curl. Use some type of backing board when ironing. Detail non-upholstered items such as wood or metal trim.

16. VACUUM UPHOLSTERED FURNITURE: Use vacuum cleaners with dusting attachments to remove all dust, lint, litter, dry soil, etc. from the surfaces of upholstered furniture. Computer and electronic equipment may not be switched off or cords unplugged to use and electrical outlet.

RESTROOMS (Subject to any standard scheduled performance task in addition to):

17. CLEAN AND DISINFECT RESTROOM FIXTURES: Use spray bottles or pump-up sprayers, to apply approved germicidal detergent solution to all surfaces of wash basins, sinks, toilets, urinals, showers, shelves, countertops, stall walls, urinal partitions, tile walls next to toilets and urinals, and all interior and exterior door handles, mirrors, underneath portions of sinks, and adjacent surfaces. Use clean cloths (except inside toilet bowls and urinals, where bowl mops are to be used) to remove soil from all surfaces of these fixtures and adjacent surfaces. Use cream cleanser and scrub pads to remove soil not removed by the cloths and germicidal detergent solution. Use dry cloths to dry metal surfaces of faucets, handles, valves, etc. The cloths used in cleaning and disinfecting toilets, urinals and other surfaces contaminated with urine or feces shall be a color readily distinguishable from cloths used on other surfaces and fixtures. Use of the same cloth used to clean toilets, urinals, or other surfaces contaminated with urine or feces, on other surfaces is strictly prohibited. Use a plumbing plunger to unstop clogged toilets.

18. DISINFECT ALL RESTROOM SURFACES: Use cloths, squeegees and germicidal detergent solution from spray bottles or pump-up sprayers to damp wipe and disinfect all surfaces of furniture, fixtures, walls, partitions, doors, etc.

PERFORMANCE STANDARDS

19. REFILL RESTROOM DISPENSERS: Check and refill each toilet paper dispenser, hand soap dispenser, paper towel dispenser, toilet seat cover dispenser, etc. that may become empty before the next scheduled cleaning or policing of the area. Place supplies in dispensers in accordance with the directions of the supplier and dispenser manufacturers. Wipe surfaces adjacent to hand soap dispensers to remove spillage and leakage.

20. SPOT CLEAN RESTROOM FIXTURES: Use clean cloths (except inside toilet bowls and urinals where bowl mops shall be used) to remove visible soil from all surfaces of toilets, lavatories, urinals and adjacent surfaces. Use crème cleanser and scrub pads to remove soil not removed by the cloths and germicidal detergent solution. Use dry cloths to dry metal surfaces of faucets, handles, valves, etc. The cloths used in spot cleaning toilets, urinals and other surfaces contaminated with urine or feces shall be a color readily distinguishable from cloths used on other surfaces and fixtures. Use a plumbing plunger to unstop clogged toilets.

21. DE-SCALE RESTROOM TOILETS AND URINAL FIXTURES: Use acid-type bowl cleaner and nylon bowl mops to remove scale, urine deposits, scum, mineral deposits, streaks, stains (including rust), etc. from the insides of toilet bowls and urinals.

OTHER BUILDING CLEANING:

22. SPOT CLEAN BUILDING SURFACES: Use clean damp cloths, scrub pads, spray bottles of detergent solution, glass cleaner, or cream cleanser to remove smudges, fingerprints, marks, streaks, tape, gum, etc. from all washable surfaces of ledges, partitions, panels, glass headers (windows over exit doors), partitions/panels, re-light windows, mirrors, window sills, adjacent trim, interior windows and blinds, fire extinguishers, countertops, walls, doors, door knobs, door frames and sills, pictures, rails, stainless steel, countertops, showcases, lockers, elevator buttons, and other types of fixtures and surfaces which are not considered to be furniture surfaces or specialty equipment such as test equipment, computers, typewriters, calculators etc. below 9 feet from the floor surface. No abrasives may be used for cleaning glass, Plexiglas, or walls. Spot clean up to a height of 10 feet from the floor surfaces at the interior and exterior of exterior entry areas. Polish stainless steel per Performance Standards instructions. After spot cleaning, surfaces shall have a clean, uniform appearance, free of streaks, swirls, and spots. Germicidal detergents are mandatory in restrooms, kitchens, café, and break areas.

23. DRINKING FOUNTAIN – CLEAN AND DISINFECT: Use spray bottles of germicidal detergent solution, clean cloths, scrub pads and cream cleanser to remove all obvious soil, streaks, smudges, etc. from the drinking fountains and cabinets; then disinfect all porcelain and polished metal surfaces including the orifices and drain. After cleaning and disinfecting, the entire drinking fountain shall be free of streaks, stains, spots, smudges, scale, and other removable soil. Contractor shall report all drinking fountains that do not dispense water at least three inches above the outlet orifice to the Contract Administrator.

24. CLEAN ELEVATOR DOOR TRACKS: Remove litter and debris and vacuum soil from elevator car door tracks and the floor tracks on each floor accessed by the elevator car. Use a spray bottle of detergent solution, cream cleanser, clean cloths and scrub pads to remove soil not removed by vacuuming.

25. CLEAN AND REFILL FLOOR DRAIN: Use a floor drain brush to clean, remove all buildup, hair, and debris. Use abrasive cleanser and scrub pads to remove corrosion and tarnish. Pour a solution of approved germicidal detergent down the floor drain to fill the drain trap and prevent the escape of sewer gas.

26. GRAFFITI REMOVAL: Use an approved commercially available graffiti remover product routinely in an attempt to immediately remove all graffiti from walls, stalls, mirrors, doors and other surfaces as it appears. It is recognized that removal of graffiti is occasionally difficult to accomplish. However, graffiti, as well as being unsightly, can be hostile and offensive. Therefore, a continuing and concerted effort is required to minimize this activity. Bring any instances of graffiti that are particularly offensive and resistant to removal to the immediate attention of the Contract Administrator for consideration as a project task. Graffiti remover must be spot tested and MSC approved prior to use.

PERFORMANCE STANDARDS

27. STAINLESS STEEL CLEANING: Polish stainless steel surfaces with glass cleaner sprayed on a soft cloth. Do not spray directly on surface. Use stainless steel polish and a clean soft cloth when necessary to remove smudges, fingerprints, marks, streaks, tape, etc. that glass cleaner cannot remove to produce a uniform clean appearance. Remove excess stainless steel polish.

28. TRASH REMOVAL:

28.1 Empty all interior and exterior wastebaskets, cigarette ash receptacles (placing contents into separate metal container from other trash), other trash containers, and return to their appropriate location. Empty sanitary napkin disposal units and install new liners daily. Remove all litter, cans, papers, and other containers marked "TRASH" or with synonymous for trash. This shall include debris on docks and in loading areas. Flatten all boxes before putting in dumpsters. Keep trash in Recycle Containers separated from other trash. The Contractor shall empty trash receptacles when aware of or has been notified that trash receptacles are filled or near filled before the next scheduled cleaning of an area.

28.2 Containers marked with the standard bio-hazard label should not be cleaned or otherwise disturbed. Any "autoclaved refuse" containers, shall be emptied daily by taking entire trash containers to dumpster, emptying contents, and returning trash containers to storage area. Autoclaved material is generally considered sterile and no longer bio-hazardous and can be placed in with the normal trash. Exceptions are sharps and needles, which are placed in specially labeled containers which are disposed of by qualified MSC personnel only.

28.3 Replace all soiled or torn trash receptacle liners with a new trash receptacle liner. New liners must be "ballooned" and secured around the rim of the receptacle. Replace the liner in such a manner as to present a neat uniform appearance. Plastic liners shall not be used longer than one week.

28.4 Remove all collected trash to area(s) on the site or within the building in such a manner as to prevent the adjacent area from becoming littered.

28.4.1 To reduce the potential for leakage, when necessary, trash shall be disposed of in secured plastic bags and placed into secondary containment vessels, prior to being transported through the buildings.

28.4.2 The Contractor is responsible for immediately removing any liquid, stains or spots on surfaces where trash and trash bags are placed before transportation to compactors, whether on carpet, tile or concrete surfaces both inside and outside buildings. The Contractor must ensure there are no stains from trash and trash bags before departing the campus each day

28.4.3 Any trash that may fall onto the facility or grounds during removal from the building shall be picked up immediately.

28.4.4 Daily refuse shall be deposited in the dumpster, or receptacle located nearest to the building being cleaned.

28.4.5 Trash bags shall not be placed in stairwells, on top of chairs, dumpsters, receptacles, the ground, or in flowerbeds.

28.4.6 The Contract Manager will be responsible for notifying the Contract Administrator when dumpsters are full. MSC shall be responsible for emptying dumpsters.

28.4.7 Trash shall not be left in custodial closets or other areas overnight due to fire and safety hazards and possible odors.

28.4.8 The Contractor shall be responsible for picking up loose debris around receptacles year round.

PERFORMANCE STANDARDS

28.5 Use damp cloths and detergent solution or cream cleanser and scrub pads to remove non-permanent stains and soil from the interior and exterior of trash receptacles, including recyclable materials containers.

29. CLEANING WRITING BOARDS (chalkboards, marker-boards, etc.):

29.1 Unless marked "DO NOT ERASE" or "SAVE", or similarly indicated, all writing boards shall be cleaned by removing all writing dust, streaks, and marks from surfaces and trays, leaving only a uniform residue for maximum performance of boards.

29.2 Remove all chalk marks from chalkboard surfaces with an eraser, then damp sponge and immediately squeegee dry. Erasers may not be cleaned by banging them against buildings. Chalk dust on erasers, chalk trays, baseboards, walls, floors and carpet shall be removed by using a canister vacuum and utility brush daily.

29.3 Marker-boards shall be cleaned with a soft cloth and Expo, Weber-Costello Marking Board Cleaner, or equivalent. No water is to be used on white marker-boards. Wall surfaces around marker-boards are to be spot cleaned to remove any marker dust that may have spilled over on to the walls.

30. CLEAN FLOOR MAT: Clean and empty floor mats. Use a wet/dry tank vacuum to remove soil food debris, stains, buildup and moisture. Use an upright carpet vacuum to clean carpeted floor mats. Use a hose to wash out non-absorbent floor mats when the mat cannot be cleaned by emptying or vacuuming.

31. CLEAN FINGERMAT: Collected contents in outdoor finger-mats shall be emptied and discarded to appropriate dumpster. No dirt, rocks, debris, snow, ice, etc. may be left in walkways, discarded, dumped or swept into lawn, or flowerbeds.

32. SNOW AND ICE REMOVAL: Insure that snow and ice is removed from the steps and sidewalks across the full width of the entry and immediately adjacent to building. The area to be maintained free of ice and snow shall extend to approximately 30 feet (or to curb – do not pile snow on side walk) from the entrance so that these areas are clean and safe for pedestrian traffic at 6:30 a.m. at the end of each shift. Use a snow shovel, and chipper to clear the surface. Sand, rocks, and pebbles must be removed from doorjamb to avoid door damage. Sand or salt shall not be applied unless so directed by The Contract Administrator. Any and all claims for damages or injuries attributable to deficiencies in this standard will be turned over to the Contractor or its insurance company for disposition and settlement.

33. DUST BUILDING SURFACES: Use treated dust cloths (NO FEATHER DUSTERS) or vacuum cleaners with dusting attachments to remove all dust, lint, litter, dry soil, etc. from the surfaces of ledges, heater convectors, window ledges and sills, fire extinguishers, counter tops, walls, door frames and sills, ceiling mounted fans, fixtures, partitions, rails, blinds, tops of curtains/drapes and other types of fixtures and surfaces which are not considered to be furniture surfaces or specialty equipment such as test equipment, computers, typewriters, calculators etc. below 9 feet from the floor surface. Dust up to a height of 20 feet from the floor surfaces at the interior and exterior of exterior entry areas. Dust by the removal of soil from the area, not by moving it from one surface to another. Areas may be divided, dusting some sub-areas each day, so that during any seven day period, all areas of all buildings have been dusted.

34. OVERHEAD DUSTING AND CLEANING: Remove all dust, spider webs, litter, soil, stains, etc. from all fixtures and surfaces from the top of the floor up to and including the ceiling that are visible from the floor surface below or adjacent floor levels, balconies, stairs, etc. This includes exposed surfaces of lights, grilles, light fixtures, pipes, sprinkler system (taking care not to accidentally activate), cables, ledges, walls, ceilings, vents, etc. High dust by using treated dust cloths, treated dusting tools and tank vacuums with crevice tools, brush attachments and wall attachments. Clean overhead by using treated dust cloths, treated dusting tools and tank vacuums with crevice tools, brush attachments and wall attachments, detergent solution, glass cleaner, squeegees, and wall washing equipment.

PERFORMANCE STANDARDS

35. WINDOW WASHING: Glass shall be washed, using any generally acceptable method of the window washing trade, as approved by MSC. Drop cloths shall be placed where required to protect adjacent surfaces, fixture, and furniture. After washing, windows shall be dry and free of streaks with window frames and sill wiped clean of any dirt, water stains, dust soil, lime mineral deposit, cleaning compounds, etc. Foreign substances adhering to the glass, i.e. paint, putty and /or sealant shall be removed by scraping with a razor blade or sharp putty knife so as not to damage the glass surface. There shall be no water or drip marks on building panels underneath windows.

Caustic, acid, or abrasive cleaners, which would tend to etch the glass or damage the window frames and surrounding surfaces shall not be used unless specifically approved by MSC for the localized problem area. Surface mineral deposits on the glass, which cannot be removed, by scrubbing with a medium bristle fiber brush and normal washing solution, shall be left as is. Following cleanup, an area shall be ready for immediate use.

36. DAMP WIPE AND SANITIZE: Sanitize telephones, student desktops, public tables, light switches, and door knobs

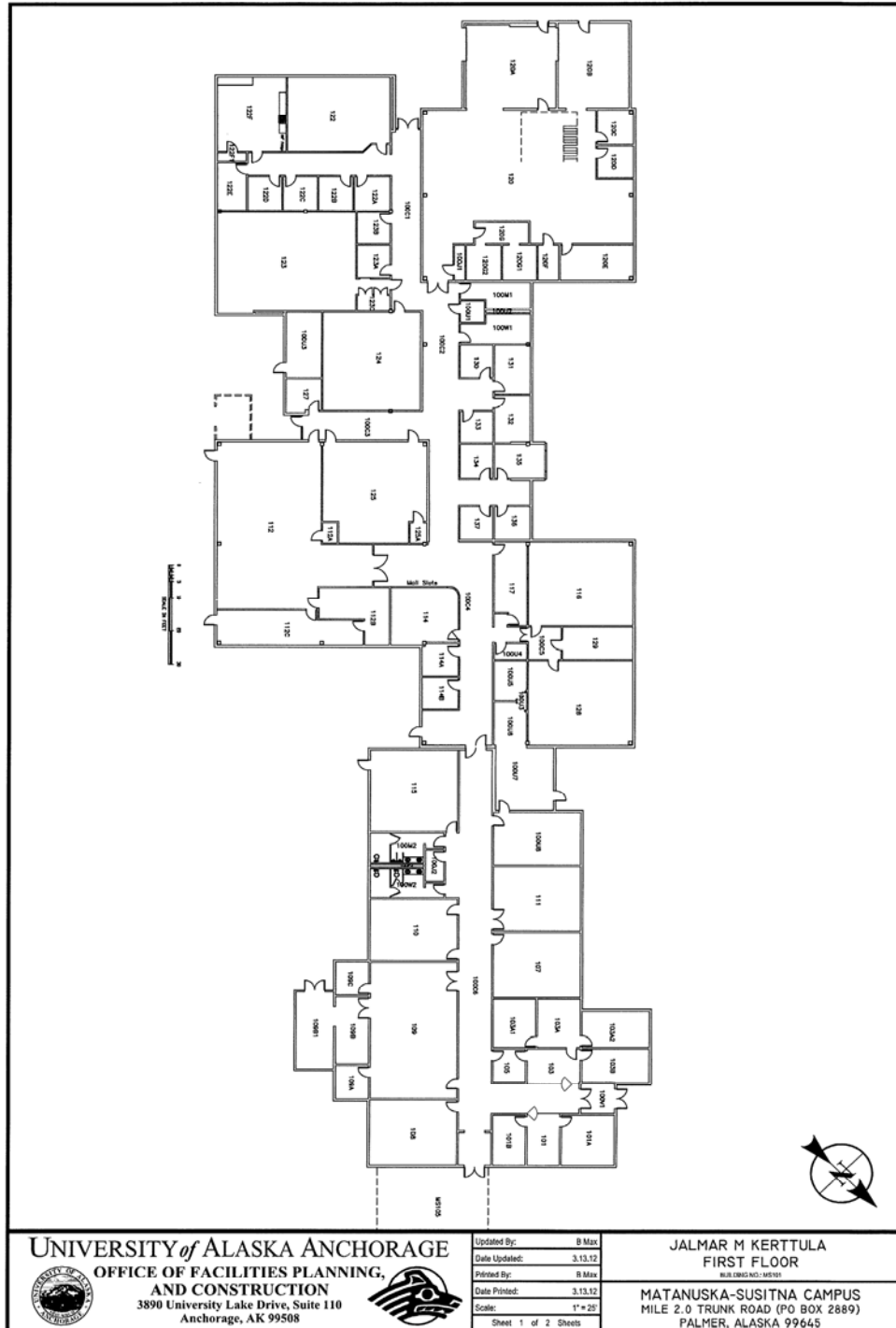
BUILDING INFORMATION: SQUARE FOOTAGE**1. SQUARE FOOTAGE BY BUILDING**

1. <u>Jalmar Kerttula Building (JKB)</u> a. <u>Office Space</u> <u>4,278</u> b. <u>Non-Office Space</u> <u>15,848</u> -Common Area 6,345 -Classroom / Lab 8,958 -Restroom 545 JKB Total: <u>20,126</u>	2. <u>Okeson Library Building (OLB)</u> a. <u>Office Space</u> <u>2,538</u> b. <u>Non-Office Space</u> <u>11,470</u> -Common Area 10,810 -Classroom / Lab 0 -Restroom 660 OLB Total: <u>14,008</u>	3. <u>Fred & Sarah Machetanz Building (FSM)</u> a. <u>Office Space</u> <u>3,049</u> b. <u>Non-Office Space</u> <u>17,703</u> -Common Area 4,300 -Classroom / Lab 12,563 -Restroom 840 FSM Total: <u>20,752</u>
4. <u>Snodgrass Hall (SNOD)</u> a. <u>Office Space</u> <u>1,474</u> b. <u>Non-Office Space</u> <u>10,835</u> -Common Area 2,105 -Classroom / Lab 8,018 -Restroom 420 SNOD Total: <u>12,017</u>	5. <u>Three Portable Classrooms (PORT)</u> a. <u>Office Space</u> <u>0</u> b. <u>Non-Office Space</u> <u>2,880</u> -Common Area 0 -Classroom / Lab 2,880 -Restroom 0 PORT Total: <u>2,880</u>	<u>Total Net Cleanable Square Footage: 69,783</u>

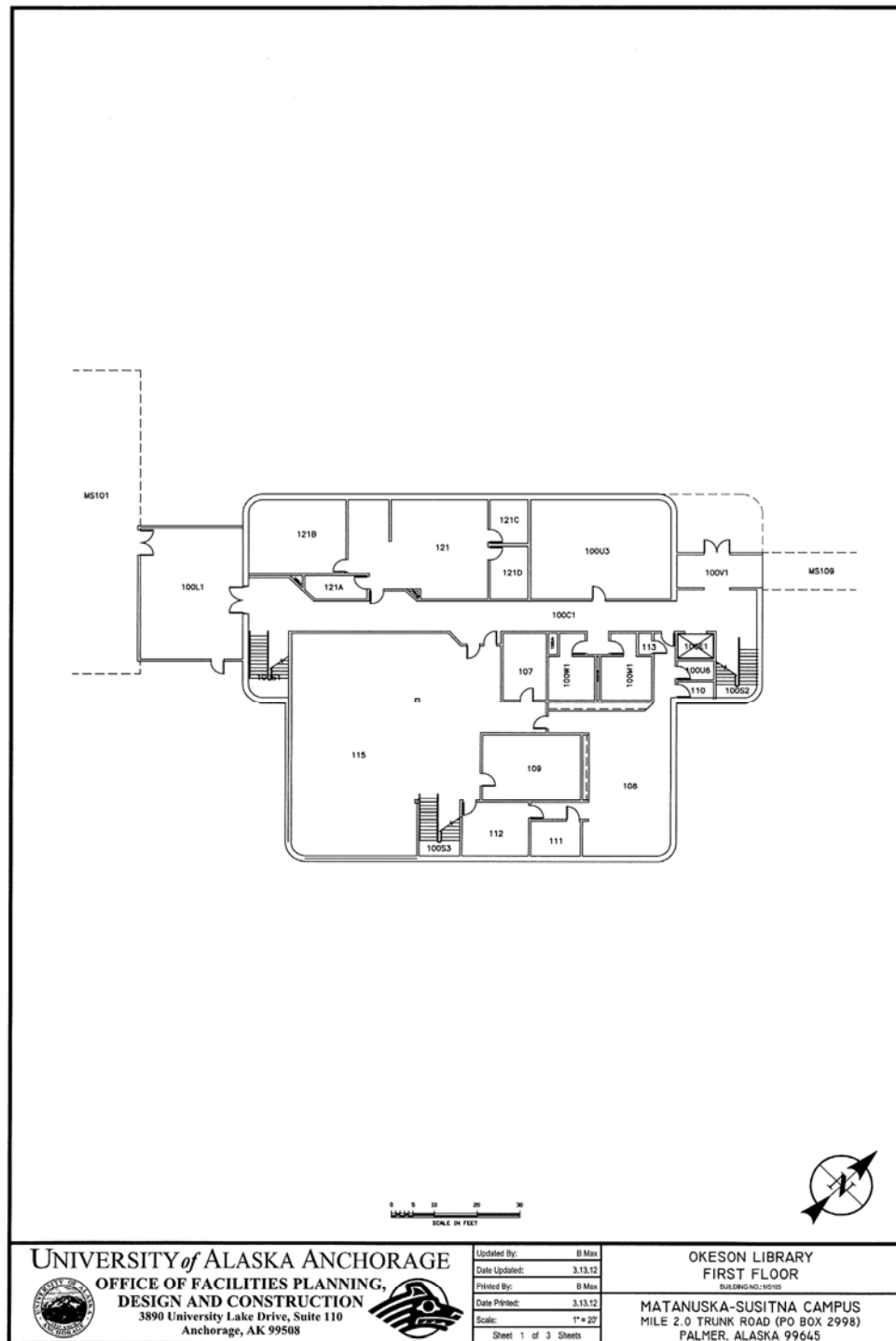
2. SQUARE FOOTAGE BY AREA TYPE

<u>Office</u>	<u>Common Area</u>	<u>Classroom / Lab</u>	<u>Restroom</u>	<u>Totals</u>
JKB 4,278	JKB 6,345	JKB 8,598	JKB 6,345	<u>Office:</u>
OLB 2,538	OLB 10,810	OLB 0	OLB 10,810	11,339
FSM 3,049	FSM 4,300	FSM 12,563	FSM 4,300	
SNOD 1,474	SNOD 2,105	SNOD 8,018	SNOD 2,105	<u>Non Office:</u>
PORT 0	PORT 0	PORT 2,880	PORT 0	58,444
Total: 11,339	Total: 23,530	Total: 32,419	Total: 2,465	Total: 69,783

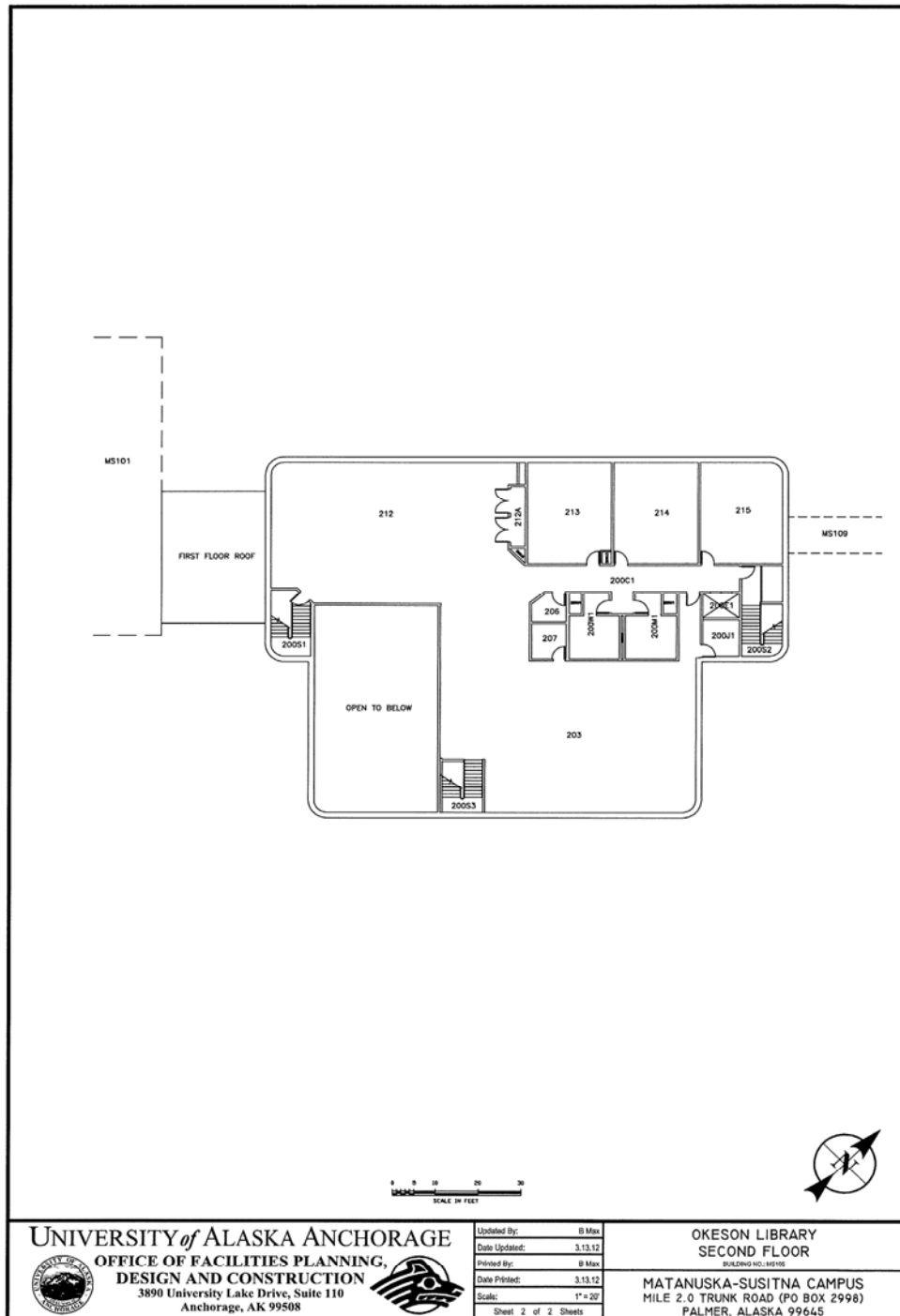
BUILDING INFORMATION: FLOOR PLANS



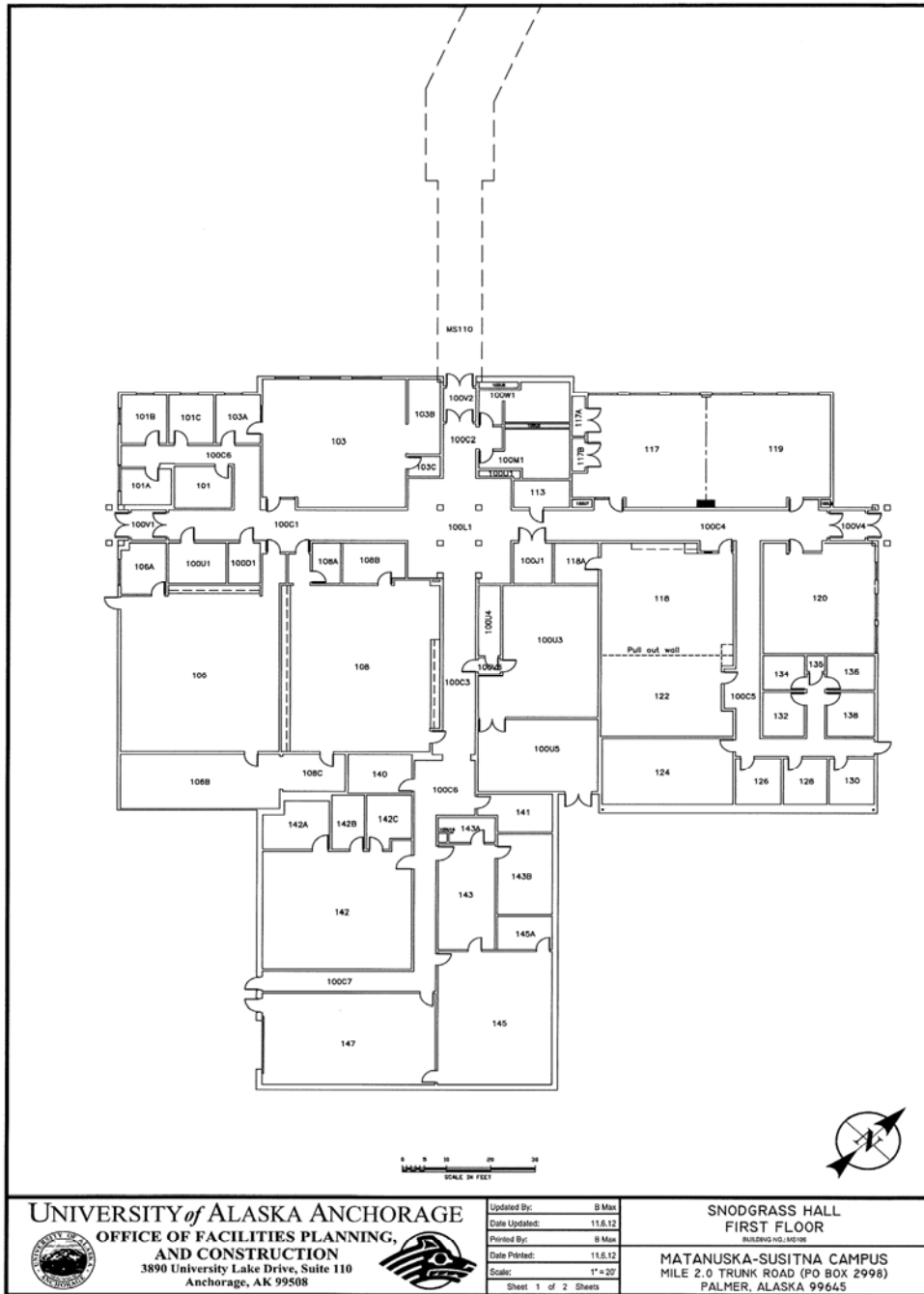
BUILDING INFORMATION: FLOOR PLANS



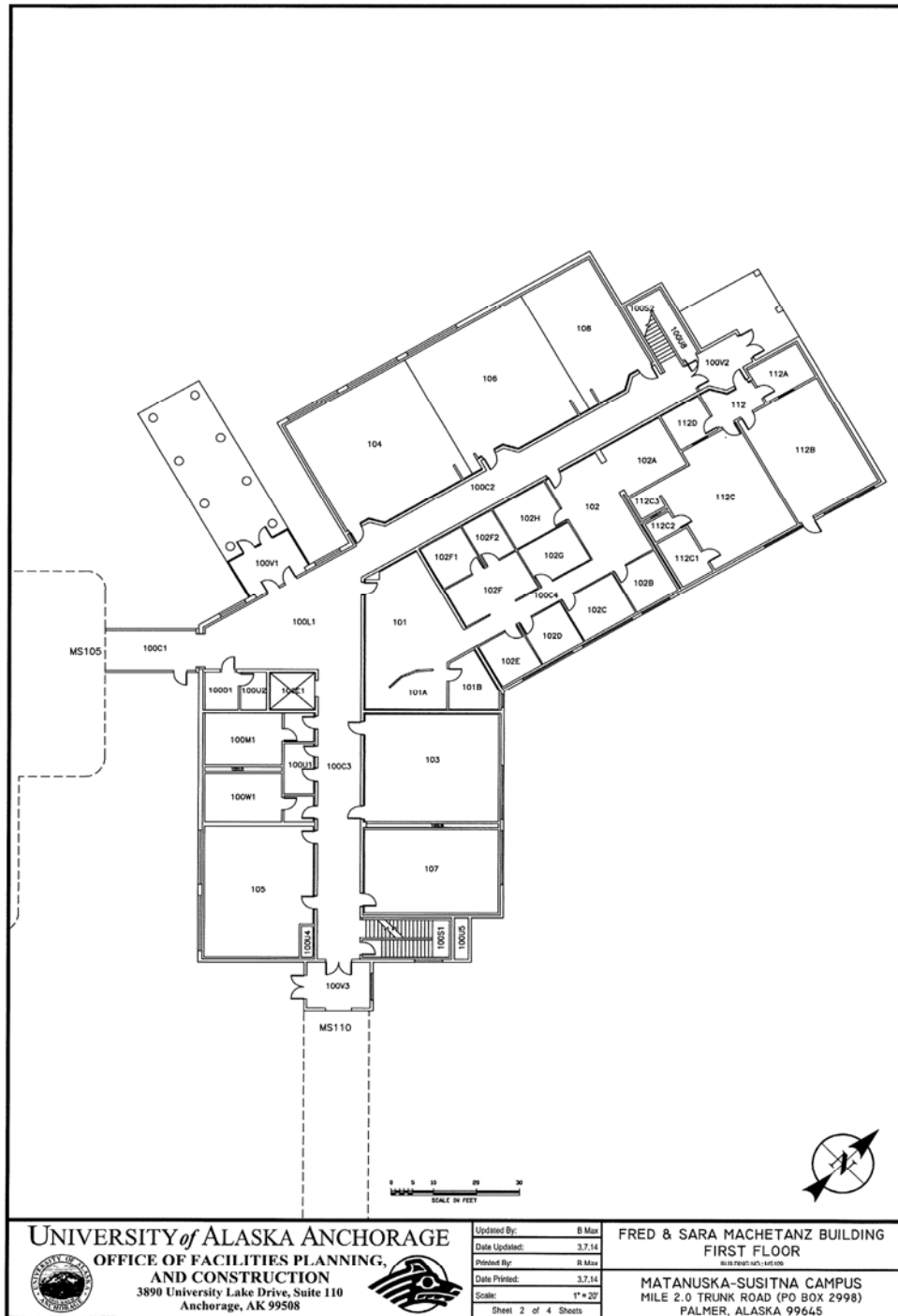
BUILDING INFORMATION: FLOOR PLANS



BUILDING INFORMATION: FLOOR PLANS



BUILDING INFORMATION: FLOOR PLANS



Architectural floor plan of the second floor of the Fred & Sara Machetanz Building. The plan shows various rooms including 200, 201, 202, 204, 205, 206, 207, 208, 210, 212, 212A, 212B, 202A, 200U1, 200U2, 200E1, 200M1, 200C1, 200U3, 200S1, and 200S2. It also includes a roof, roof walkway, and stairs. A scale bar indicates 1 inch equals 20 feet. A north arrow is located in the bottom right corner.

EQUIPMENT AND SUPPLIES

1. EQUIPMENT:

- 1.1 **General Requirements:** MSC requires the successful Contractor to provide commercial or industrial equipment, of the necessary capacity and quality, and in the sufficient quantities to effectively carry out the requirements of this contract. The equipment is to be used exclusively on this contract, unless otherwise approved in advance by the Contract Administrator.
- 1.1.1 No MSC owned equipment or supplies are being provided for contractor use. In no case will MSC provide tools or assistance to the Contractor for the purpose of servicing equipment or facilitating contractor operations in any way except when deemed appropriate by the Contract Administrator.
- 1.1.2 Any Contractor owned equipment left on MSC Property must be stored in a manner consistent with general AKOSHA Safety Standards, in the provided janitorial closets.
- 1.1.3 MSC shall not be responsible in any way for damage to the contractor's equipment, supplies, or the contractors employee's personal belongings brought to MSC premises occasioned by fire, theft, storm, accident, vandalism or otherwise.
- 1.1.4 The Contractor and his employees shall provide any and all vehicles needed to perform all duties outlined in this contract to include equipment to remove heavy or bulky refuse.
- 1.1.5 All buildings must always contain at least one, well maintained canister vacuum with rotary brush mechanism in good working order with a crevice and floor tool attachment for use in detail vacuuming under desks, in corners, on stairs, under vending machines, under furniture, and along baseboards. Must have wet extractor immediately available for wet spills.
- 1.1.6 All ladders or other devices used to reach the surface of objects not otherwise accessible for the required cleaning operations shall be of sound construction, be firm and stable, and shall be maintained in good condition in accordance with AKOSHA standards and regulations. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to person and property in and around areas of cleaning operations.
- 1.1.7 GFCI (ground-fault circuit interrupter): The Contractor is responsible for training all of its employees in the use of GFCI requirements when using appliances and equipment in wet environments as appropriate.
- 1.2 **Brands and Models:** Before beginning the work, the Contractor shall submit to the Contract Administrator for review a list of each type of equipment on hand for the contract in sufficient quantities. Serial numbered items shall be so identified. Equipment not on hand, must be on order. Such orders shall be verified by presenting confirmation documents from the manufacturer to prove that the equipment is on order, and is scheduled to arrive prior to contract start-up.
- 1.3 **Maintenance, Repair & Operation:**
- 1.3.1 The contractor is responsible to insure that all equipment is maintained in good, safe working order capable of operating at the manufacturers rated performance capacities at all times. The Contractor must provide for regular servicing and repairing equipment in a timely manner. Failure to have on hand equipment in the condition, and quantities necessary may be considered Non-Performance, subject to such corrective action, and/or assessments as deemed appropriate by the Contract Administrator.
- 1.3.2 All tools, equipment and supplies used by the contractor in the performance of the services must meet all applicable safety requirements. All electrical equipment must operate at full rated performance levels using existing building electrical circuits. It shall be the responsibility of the contractor to prevent the operation or attempted operation of electrical

EQUIPMENT AND SUPPLIES

equipment, or combinations of equipment, which require power exceeding the capacity of existing electrical circuits.

- 1.3.3 The Contractor shall insure that all equipment used by its employees shall be used in accordance with the manufacturers' instructions and good safety practices.
- 1.3.4 If the Contract deems any equipment to be unsafe the Contractor shall immediately remove said equipment from the premises.
- 1.3.5 Repairs, other than minor repairs, are to be carried out at contractor facilities off campus.

2. SUPPLIES:

2.1. The contractor will be required to furnish all the materials required to do the work as specified in the Contract. Avoid using cleaning products that are dispensed from pressurized containers using propane, other combustible / flammable gases or CFCs, exceptions only per the Contract Administrator. The Contractor shall use only good quality cleaning and paper products that meet or exceed industry or trade standards, MSC's minimum janitorial requirements, and perform in a manner that equals or exceeds their intended use. All labs, classrooms, kitchens, conference rooms, etc. which contain paper towel and soap dispensers shall be filled daily with Contractor provided supplies including but not limited to the following products:

- 2.1.1 Soaps and detergents, including those used in dispensers for occupant use.
 - 2.1.2 Cleaning chemicals used on floors, walls, furniture, restrooms, glass, tile, brick, concrete or other building surfaces.
 - 2.1.3 Rags, cloths, sponges, brushes, sanitary napkins and bags.
 - 2.1.4 Germicides or fungicides.
 - 2.1.5 Paper products used in the cleaning process and those used in the dispensers for occupant use. All laboratories shall be stocked with paper towels and soap products daily. All products supplied by contractor shall fit dispensers. Virgin or recycled paper products may be used. Recycled paper products are preferred.
- 2.2 At all times, Contractor must maintain a minimum supply of 2 cases each of paper towels, toilet paper, seat liners, and liquid soap in each building's custodial closet, for emergencies during the day.
- 2.3 To protect walls and mirrors, no additional dispensers may be installed in restrooms and other areas. Liquid soap cannot be substituted into soap cartridges designed to fit existing dispensers. Original manufacturer's cartridges must be purchased and installed. Only existing dispensers, already installed in the building may be used. Any damage to walls, toilet paper holder, (locking system) soap dispensers or paper towel dispensers caused by the Contractor shall be replaced by the MSC's Physical Plant at the expense of the Contractor.
- 2.4 The Contractor shall provide the Contract Administrator with a semi-annual report that outlines the brand name and total quantity of all supplies consumed in performance of this contract.

3. CHEMICALS:

- 3.1 It is the Contractor's responsibility to furnish, provide delivery for, and maintain an adequate supply of, all materials, chemicals and appurtenances necessary to perform services in accordance with contract specifications. Prior to commencement of services, the Contractor shall provide a list of all chemicals proposed for use in the performance of contract services. The list shall include, as a minimum, the Manufacturer, Brand Name or Model Number, and Material Safety Data Sheet (when requested) of every product proposed for usage.

EQUIPMENT AND SUPPLIES

- 3.2 **Material Safety Data Sheet (MSDS):** The Contract Manager shall maintain a file with duplicate copies of the MSDS, as required by the AKOSHA, for each chemical used in the performance of contract services. When requested by the Contract Administrator, the Contract Manager shall provide MSDS copies for any or all chemicals used in the performance of contract services.
- 3.3 **Approval:**
- 3.3.1 All chemicals are subject to the approval of the Contract Administrator. MSC reserves the right to determine the appropriateness of all chemicals proposed for usage by the Contractor in the performance of contract services. All decisions made by the Contract Administrator regarding the allowance or prohibition of certain chemicals are final.
- 3.3.2 Should the Contractor desire, at any time during the contract period, to use a new chemical or product in the performance of services, the Contract Manager shall submit a written request to the Contract Administrator listing the Manufacturer, Brand Name, and intended usage of the product. When requested, an MSDS and chemical specifications must also be provided. MSC reserves the right to request a sample of the proposed product for testing purposes, at no cost to MSC.
- 3.3.3 Prior to using for the first time, the Contractor shall confirm with the Contract Administrator the appropriateness of any chemical for use on a surface or material, even if the chemical has already been approved.
- 3.3.4 The decision to allow usage of a new product is solely at the discretion of the Contract Administrator, and approval of a new product by one campus shall not be construed by the Contractor as approval by another campus.
- 3.4 **Containers:**
- 3.4.1 The Contractor shall purchase and issue all chemicals in their original containers. Chemical containers must meet Department of Transportation shipping requirements. No bulk chemicals may be stored or mixed in MSC facilities or on MSC property. Written requests for exceptions may be approved by the Contract Administrator, when sufficiently justified, to allow the Contractor to purchase bulk quantities for economic purposes, or for other good reason. Storage of chemicals shall be coordinated with the Contract Administrator.
- 3.4.2 All containers shall be clearly labeled to identify its contents, proper use and application and any other safety concerns, including immediate first aid for exposure and digestion. Complete descriptive literature, including Material Safety Data Sheets for each chemical used shall be supplied at the time of each delivery. When approved, all secondary or repackaged chemicals must be clearly labeled in accordance with acceptable AKOSHA Hazard Communications standards.
- 3.4.3 All containers containing delicate or fragile items shall be marked to clearly identify this condition. These markings shall be placed on not less than one side or end of the container. The Contractor shall provide a Material Safety Data Sheet, when applicable, to the Contract Administrator for all such materials.
- 3.4.4 Chemicals requiring precautionary warnings shall have affixed to all containers such labels or markings as are prescribed and approved by law, regulatory agency, and/or this contract. The marking or labeling of chemicals containing hazardous or toxic materials, substances, or wastes shall be in accordance with all Federal, State and Local laws, Ordinances, rules and regulations.
- 3.4.5 All chemical containers shall bear the Manufacturer's original label. Containers and labels may not be altered in any way to remove or obscure the name and address of the Manufacturer, instructions for use, any pertinent warnings and safety instructions, and/or the Manufacturer's quality control batch numbers.
- 3.5 The Contractor shall warrant that chemicals used will not endanger the health and safety of persons

EQUIPMENT AND SUPPLIES

coming in contact with the materials and will not damage personal or real property when used in the manner described in the application instructions. The Contractor shall warrant that chemicals used shall have no deleterious effects on the metallic and non-metallic components of the systems.

- 3.6 **Manufacturer's Instructions:** The Contractor is responsible for ensuring that its employees use chemicals in accordance with the Manufacturers' instructions. All chemicals shall be used in full compliance with any and all Federal, State and Municipal laws regulating their use and storage.
- 3.7 **Germicidal Properties:** The Contractor shall not use any germicidal detergents not bearing an Environmental Protection Agency (EPA) Registration Number.
- 3.8 All waste materials that are generated from contractor activities must be properly disposed of in accordance with all Federal, State and local regulations. All spills or accidental releases of regulated or listed hazardous materials must be reported to the Contract Administrator immediately. The Contractor is then responsible for all necessary or required remedial and disposal efforts. The Contract Administrator reserves the option to call in an independent remedial contractor if deemed necessary. All cost associated with remedial efforts as a result of Contractor operations will be the responsibility of the Contractor and may be charged against Contractor invoices.
- 3.9 **Slip Resistance:** The Contractor shall verify that all floor finishes, seals, spray-buff solutions and other such chemicals applied to non-carpeted floors provide adequate slip protection. The Contractor shall immediately report any observed instances of slippery or slick floors to the Contract Administrator.
- 3.10 Failure to comply with hazard communication standard and EPA requirements to waste disposal requirements and resulting in damages, may result in a \$250.00 assessment, per occurrence, against the Contractor.

4. DELIVERY OF EQUIPMENT AND SUPPLIES: The Contractor shall schedule all equipment and supply deliveries during times that cause minimum disruption and inconvenience to MSC's operations. The Contract Administrator has the unilateral right to define times during which deliveries are allowed.

5. STORAGE:

- 5.1 The Contractor will be furnished at least one custodial closet per building for custodial equipment and material storage. The Contractor shall not use mechanical rooms, telephone rooms, elevator mechanical rooms or shafts as storage areas, or equipment rooms unless directed so by the Contract Administrator. Contractor shall keep closets in an orderly neat condition. The Contractor is not required to clean mechanical, telephone, or boiler rooms, unless the Contractor is responsible for the deficiency. Contractor shall not allow products or equipment to lean against phone or electrical panels, which may be located in some closets. Contractor must also ensure, by code, that there is a 36" clearance between any electrical panels and custodial supplies or equipment and below 18" of sprinkler heads.
- 5.2 MSC shall not be responsible in any way for damage to the Contractor's equipment or supplies, or personal belongings of the Contractor's employees which are not properly stored in the provided storage areas.
- 5.3 Storing chemicals shall be coordinated with the Contract Administrator, prior to delivery to the MSC campus.

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

- a. Bids shall be submitted on forms provided and must be signed manually by an authorized representative of the bidder (original signature).
- b. The person signing the bid must initial erasures or other changes made to the bid document.
- c. All bid documents including the completed cover sheet, bid form and bid guaranty, if any, shall be submitted in a sealed envelope with the name and address of the bidder, the Invitation for Bid number and the date and time of bid opening clearly written on the outside of the envelope.

2. F.O.B. POINT: All bids shall be offered F.O.B. DESTINATION:

**Matanuska-Susitna College
8295 E College Drive (All Building Locations)
Palmer, Alaska 99645**

3. **DELIVERY:** It is understood and agreed that the delivery date and/or date of installation after receipt of a purchase order is the bidder's best offer. In its acceptance of any bid, the University of Alaska is relying on the promised delivery date and or installation date as material and basic to its acceptance. Should the seller fail to deliver when and as promised, the University reserves the right to cancel its acceptance order, or any part thereof, and seller agrees that the University may return all or part of any shipment so made and charge the seller with any loss or expense sustained as a result of such failure to deliver as promised.

4. **DESCRIPTIVE LITERATURE:** Descriptive literature must be submitted in duplicate especially when an "equal" item is offered. Failure to provide descriptive literature when indicated may render the bid nonresponsive. Descriptive literature means information that is submitted as part of a bid for evaluation and award.

5. BIDDER'S REPRESENTATIONS:

- a. Each bidder by submitting a bid represents that he/she has read and understands the bidding documents, and the bid is made in accordance therewith.
- b. Bidders certify, by the submission of their bid that they comply with the applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, Alaska Statute 18.80.010 - 18.80.300, and the regulations issued under these acts by the state and federal governments. Bidders not in compliance with these requirements will be declared nonresponsive.
- c. Bidders certify by submittal of their bid that the prices submitted have been independently arrived at and without collusion. Penalties for participation in anticompetitive practices may include, but are not limited to rejection of the offer, suspension, debarment, civil and/or criminal prosecution.

6. **ETHICS IN PUBLIC PROCUREMENT:** It is unlawful for any vendor to offer, or any employee of the University or their immediate family to solicit or accept a gratuity in connection with the solicitation, award, or administration of an order issued by the University.

7. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS:

- a. Bidders shall promptly notify the University procurement officer in writing of any ambiguity, inconsistency, or error which they may discover upon examination of the bidding documents.
- b. Bidders requiring clarification or interpretation of the bidding documents shall make a written request which shall reach the University procurement officer not later than five (5) days prior to the date for opening of bids.
- c. Any interpretation, correction, or change of the bidding documents will be made by written amendment. Interpretations, corrections, or changes of the bidding documents made in any other manner will not be binding and bidder shall not rely upon such interpretations, corrections or changes.
- d. Protests based on any omissions or errors or on the content of the IFB will be disallowed if not made known, in writing, prior to the bid opening.

8. AMENDMENTS:

- a. All who are known by the University procurement officer to have received the bidding documents will be

INSTRUCTIONS TO BIDDERS

notified of any amendments issued.

b. No amendment will be issued later than four (4) days prior to the date for opening of bids except an amendment withdrawing the Invitation for Bid or one which includes postponement of the date for opening of bids.

c. It shall be the bidder's responsibility to ascertain prior to submitting a bid that he/she has received all amendments issued and bidder shall acknowledge their receipt in the bid.

9. MULTIPLE, ALTERNATE, OR CONDITIONED OFFERS: Unless specifically allowed, multiple, or alternate offers, or bids conditioned upon receiving award of all or a portion of this and/or another contract shall be deemed nonresponsive, and shall be rejected.

10. ALL OR NONE OFFERS: Unless specifically allowed, line item or lot offers which restrict acceptance to the entire offer shall be rejected as nonresponsive.

11. NEW AND ORIGINAL EQUIPMENT: Unless otherwise specified all supplies and equipment bid shall be new, and or the manufacturer's current make and model.

12. BRAND NAME OR EQUAL SPECIFICATIONS:

a. Unless specifically stated to the contrary, the use of a brand name is intended to describe the standard of quality, performance, and characteristics desired, and is not intended to exclude substantially equivalent products.

b. An item shall be considered to be substantially equivalent, or "equal" to the specified brand, when, in the opinion of the procurement officer, the University can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified brand.

13. BRAND NAME ONLY SPECIFICATIONS: When the procurement officer has determined that only a particular brand name will meet the University's needs, a brand name "only" specification will be issued. A brand name only specification is restrictive, and shall render offers for alternate brands nonresponsive for that item.

14. TESTING AND SAMPLES:

a. The University of Alaska reserves the right to request a demonstration or test of any or all equipment offered as equals. Requests for demonstration/testing must be responded to within a reasonable time or bidder will relinquish his/her right to be considered for award and will be determined nonresponsive to this invitation.

b. Samples of items, when requested, must be furnished free of expense to the University and if not destroyed by testing, will be returned at the bidder's request and expense immediately following award.

c. Unsolicited samples which are submitted at the bidder's risk will not be examined or tested, and will not in any way vary the provisions of this bid.

15. ALASKA BUSINESS LICENSE: Bidder must supply evidence of the bidder's valid Alaska business license at the time a contract is awarded. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of the following:

a. Copy of the Alaska business license or provision of the current business license number.

16. ALASKA BIDDER PREFERENCE: a. A bid shall be awarded to an Alaskan bidder if his/her bid is no more than five (5) percent higher than the lowest non-resident's bid.

b. An Alaskan bidder is one who (1) provides proof of a current Alaska business license at the time the bid is submitted, (2) submits a bid for goods, services, or construction under the name 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 proprietor, 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 former AS 32.05, AS 32.06 or AS 32.11 and all partners

INSTRUCTIONS TO BIDDERS

are residents of the state; and (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) above.

17. ALASKA VETERAN PREFERENCE: For the purposes of evaluating bids, the bid price of a bidder who qualifies as an Alaska veteran under AS 36.30.321 (f) shall be reduced by five percent. Note: The Alaska Veteran Preference may not exceed \$5,000.

18. EMPLOYMENT PREFERENCE ENTITLEMENT:

a. In accordance with AS 36.30.321 preference may be applied to a bid submitted by an Alaskan bidder for qualified programs as follows:

Employment Program or Disability Preferences:

15% Alaska Employment Program (AS 36.30.321 (b))

10% Alaska Bidder Sole Proprietorship owned by an Individual with a Disability (AS 36.30.321(d))

Preferences may be claimed only if the Bidder is, at the time the bid or offer is opened, on the current list of qualified employment programs maintained by the State of Alaska, Department of Education, Division of Vocational Rehabilitation.

Note: A preference under this section is in addition to any other preference for which the Bidder qualifies. However, a Bidder shall not receive more than one of the employment or disability preferences.

b. The Bidder acknowledges and agrees that if a proposed procurement under this solicitation is supported by a federal funding, AS 36.30 bidder and product preferences are not applicable and shall not be considered in evaluation of bids/offers.

19. ALASKAN PRODUCT PREFERENCE:

a. The Department of Commerce and Economic Development has statutory authority to administer the Alaska Product Preference under AS 36.30 and 3 ACC 92. The department publishes the "Alaskan Product Preference List" twice a year. Only products included in the list that was published at least 30 days before this Invitation for Bid was issued will be eligible to receive preference in the award of this bid.

b. Materials and supplies with value added in the state are: (1) more than 25 percent and less than 50 percent produced or manufactured in the state are Class I products and will be given a three percent (3%) preference in the evaluation of this bid. (2) More than 50 percent and less than 75 percent produced or manufactured in the state are Class II products which will be given a five percent (5%) preference. (3) More than 75 percent produced or manufactured in the state are Class III products and will be given a seven percent (7%) preference.

c. Bidders claiming this preference shall so indicate clearly on the bid cover sheet and indicate class of preference claimed (I, II, or III). Failure to so indicate will result in no preference being granted.

d. Recycled Product Preference: In accordance with AS 36.30.337, a five percent (5%) preference will be applied to bid items offering eligible recycled products. This preference is in addition to other preferences allowed for the procurement.

20. APPLICATION OF PREFERENCES For a bid to which more than one statutory preference applies, i.e., the Alaska preference, the employment program preference, the Alaska product preference, or recycled product preference, etc., the procurement officer shall add the preference percentages together and reduce the bid price by the sum of the percentages for evaluation purposes in accordance with AS 36.30.336.

21. BUSINESS CLASSIFICATION: a. The University of Alaska offers an equitable opportunity to small business and small business owned and controlled by the socially and economically disadvantaged, and women owned businesses. Bidders are therefore instructed to indicate correct classification in the space provided on the cover sheet, page 1, of this bid document.

b. The classifications are defined as follows: (1) Small business is a business that meets the pertinent criteria established

INSTRUCTIONS TO BIDDERS

by the Small Business Administration. (2) Socially and economically disadvantaged small business means any small business which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock which is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations and controlled by one or more of such individuals.

c. The office of Minority Small Business and Capital Ownership Development in the Small Business Administration will answer inquiries relative to eligibility.

d. Women owned business means a business that is at least 51 percent owned by a woman or women who also control and operate the business.

e. In the case of tie bids, equal in all terms, the classifications above will be used to determine the successful bidder in accordance with University regulations.

22. CANCELLATION/REJECTION: The University reserves the right to cancel this solicitation, and/or reject any or all bids/items when, in the opinion of the procurement officer, there is reason to believe that such cancellation/ rejection is in the best interests of the University.

23. SUBMISSION OF BIDS:

a. Bids will be received at the time and place stated. It is the sole responsibility of the bidder to see that his/her bid is submitted in time. Bids received after the scheduled opening time will not be considered.

b. This invitation does not obligate the University to pay any costs incurred in the preparation or submission of such bids, or to purchase or to contract for materials and/or service.

24. MODIFICATION CORRECTION OR WITHDRAWAL OF BIDS: Bids may be modified, corrected or withdrawn on written or telegraphic request received prior to the time fixed for bid opening, provided that written confirmation of any telegraphic modification, correction or withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening.

25. RECEIPT AND OPENING OF BIDS: a. Bids received prior to the advertised hour of opening will be time stamped and kept securely sealed. Time of receipt will be determined by the procurement office time stamp. Bids received after the specified date and time of bid opening are late. Late hand-carried bids shall not be accepted. Bids received by other methods shall remain unopened in the bid file.

b. No responsibility will attach to the University or its representatives for the premature opening of, or failure to open, a bid not properly addressed and identified.

c. At the time and place fixed for the opening of bids, the University's representative will cause the bids to be opened and publicly read aloud. Bidders and other persons properly interested may be present, in person or in representative.

d. The bid acceptance period shall extend for a period of forty-five (45) calendar days from the date of bid opening for the purpose of bid evaluation and award unless otherwise stated elsewhere in this solicitation.

26. AWARD OF CONTRACT:

a. It is the intent of the University to award a contract to the responsive, responsible bidder submitting the lowest bid complying with the requirements of the bid provided that the bid is reasonable and it is in the interests of the University to accept it.

b. Unless otherwise stated, award may be made by line item, multiple line items or in the aggregate.

c. Discounts for prompt payment and/or rebates shall not be considered in the award.

d. The University reserves the right to award any single low offer of \$75.00 or less to the next low Bidder receiving other awards. This provision is not subject to protest.

27. RESPONSIVE BID: A responsive bid is one, which conforms, in all material respects to the solicitation. The University reserves the right to waive technicalities or minor informalities in determining a bidder's responsiveness.

28. RESPONSIBLE BIDDER: A responsible bidder means a bidder who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith

INSTRUCTIONS TO BIDDERS

performance.

29. MISTAKES BY THE BIDDER:

- a. The University reserves the right to correct or allow withdrawal of offers which contain obvious nonjudgmental errors, such as typing, price extension, dates and others when, in the opinion of the procurement officer, it is in the best interests of the University to do so. Withdrawal of offers will be allowed when the Bidder clearly demonstrates that the errors are inadvertent and non-judgmental. In such instances, the bond or other security, in any, will be returned.
- b. Offers with errors discovered after the opening, but before award, which are judgmental in nature may be withdrawn upon forfeiture of the bond or other security, if any.

30. **NOTICE OF INTENT TO AWARD:** Ten (10) days prior to formal award of a contract a notice of intent to award shall be issued listing the name and address of the successful bidder and the amount of the award.

31. PROTEST:

- a. An interested party may protest the award of this Invitation for Bid to the Procurement Officer responsible for the procurement not later than ten (10) days after issuance of the notice of intent to award the contract.
- b. Protests shall be filed in writing and must include the following information:
 - (1) the name, address, and telephone number of protester;
 - (2) the signature of the protester or the protestor's representative;
 - (3) identification of the contracting agency and the solicitation at issue;
 - (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents;
 - (5) the form of relief requested.
- c. The Director of Purchasing shall issue a written determination within fifteen (15) days after the protest has been filed.
- d. An appeal from a decision of a Director of Purchasing may be filed with the Chief Procurement Officer not later than ten (10) days after the decision is received by the protestor. The decision of the Chief Procurement Officer shall be issued within fifteen (15) days after the receipt of the appeal.

32. **BIDDER'S LIST:** To be considered for future bids, it is necessary that all bidders return a signed cover sheet. If offering a "NO BID", sign and return the cover sheet indicating such. Businesses that fail to respond to bids for three (3) consecutive solicitations for similar items may be removed from the applicable bidder's list after notice. Names and addresses on University bidder's lists are not available for public inspection.

ADDITIONAL INSTRUCTIONS TO BIDDERS

Note to Bidder: In case of conflict between requirements in this section and in the Instructions to Bidders, these instructions shall prevail.

MANDATORY SITE INSPECTION: A mandatory site inspection for will be conducted for the benefit of potential Bidders. The inspection will be led by a Matanuska-Susitna College representative and attended by a UAA Procurement Services representative. The inspection details are as follows:

<u>Date:</u>	Friday, February 16, 2018
<u>Time:</u>	10:00 am
<u>Address:</u>	8295 E. College Drive, Palmer, Alaska 99645
<u>Building:</u>	Fred and Sherry Machetanz Building (FSM)
<u>Room:</u>	206
<u>Phone:</u>	907-745-9723

A map of Matanuska-Susitna College is available at: <http://matsu.alaska.edu/about/campus-maps/>

There will be only one opportunity to attend the Site Inspection. Failure to attend will render a Bidder's bid non-responsive and remove the offer from further consideration.

The purpose of the site inspection is to familiarize interested Bidders as to the nature and location of the work, character of the facilities, and other conditions that could affect the work, prior to performance of any work. Questions shall be reserved for the pre-bid conference.

Prospective Bidders are asked to review the bid document thoroughly prior to the site inspection. A UAA representative will be available to answer general questions but has no authority to amend, modify, enhance or diminish the requirements of the contract documents. No responses from UAA's representative may be construed, or relied upon to alter the solicitation document in any way. No alteration, or change to the specifications of this bid shall result from the site inspections unless issued in written amendment by the responsible procurement officer. Questions of a material nature that arise from the site inspection may be presented at the Pre-Bid conference scheduled to follow the site visit.

MANDATORY PRE-BID CONFERENCE: A mandatory pre-bid conference, to discuss the requirements, the terms and conditions of this solicitation, and to provide clarification of items to potential Bidders will begin immediately upon conclusion of the mandatory site inspection.

There will be only one opportunity to attend the pre-bid conference. Failure to attend the pre-bid conference will render a Bidder's bid non-responsive and remove the offer from further consideration.

No change to any terms, conditions, requirements or specifications of this IFB solicitation shall be issued at the pre-bid conference. No statements of any representative of UAA or information contained in the Pre-bid Conference summary, if obtained by the Bidder, shall be relied upon as changing the language or intent of the IFB. All changes to the solicitation shall be issued by written amendment by UAA Procurement Services. It is the sole responsibility of the Bidder to determine, that they are in possession of all amendments prior to the IFB submittal deadline.

BASIS OF AWARD: Award will be made in the aggregate to the lowest responsive, responsible bidder for all items requested in the Price/Cost schedule and whose bid conforms in all essential aspects to the solicitations requirements contained herein.

Bidders are required to submit pricing on all items. Bidders who fail to do so shall be declared non-responsive and eliminated from consideration.

ADDITIONAL INSTRUCTIONS TO BIDDERS

BID EVALUATION AND AWARD: Bids will be reviewed for completeness, compliance with submittal requirements and all other requirements including instructions, provisions, terms and conditions of this solicitation.

Bids that fail to comply with the essential requirements of the solicitations will be rejected as non-responsive and eliminated from further consideration.

BIDDER'S RESPONSIBILITY: If, prior to the submission of a bid, a bidder is or becomes aware of information which will affect the proper execution of their responsibilities or obligations specified herein, or if any condition or specification of the bid will hamper performance, or if obligation is not consistent with standard industry practice, it shall be the responsibility of the bidder to inform the procurement officer of the University in writing at least five (5) days prior to the bid opening date.

DETERMINATION OF BIDDER'S RESPONSIBILITY: Determination of responsibility is the unilateral right of UAA. Bids shall be considered only from bidders who, in the judgment of UAA, are regularly established in the business called for, financially responsible, and able to show evidence of their reliability, ability, experience, equipment, facilities and person(s) directly employed and supervised by them to render prompt and satisfactory service. Alaska Statutes require that the University determine whether a vendor is responsible for purposes of award. For purpose of this solicitation, expertise is defined as, but not limited to demonstrated experience with the services offered. This may include expertise and support of contractor. Vendors not able to comply; will not be considered for award.

BIDDER IMPOSED TERMS AND CONDITIONS: Bidder imposed terms and conditions which conflict with the terms, conditions or any provision contained in this bid may be considered "counter offers" and as such, will cause UAA to consider the offer as non-responsive.

If a Bidder attaches alternate/additional terms and conditions to their offer, such attachments must be accompanied by a signed disclaimer which states: "In the event of a conflict between the UAA terms and conditions and "company/Bidder's name" terms and conditions attached, UAA's terms, conditions and all provisions of the bid shall prevail."

MULTIPLE OR ALTERNATE OFFERS: Unless specifically allowed, multiple or alternate offers shall be deemed nonresponsive and shall be rejected.

PRICING ERRORS: In case of error in the extension of prices in the bid, the unit prices will govern. Written unit price shall govern over a numeric unit price when both are present or called for by the price schedule.

APPLICATION OF PREFERENCE: For an offer to which more than one statutory preference applies, i.e., the Alaska Bidders preference, the employment program preference, the Alaska product preference, or recycled product preference, etc., the procurement officer shall add the preference percentages together and reduce the offer price by the sum of the percentages for evaluation purposes. Pursuant to UA Procurement Policy 6.23 the Alaska Bidder's Preference will be applied to the rate (price) scores only and not the technical scores.

CANCELLATION OF SOLICITATION: UAA may (1) reject any or all bids if such action is in UAA's interest; (2) accept other than the lowest bid and (3) waive informalities and minor irregularities in bids received.

QUESTIONS: Questions regarding this solicitation should be addressed in writing to Carson Davis, Contracting Officer, UAA Procurement Services, at crdavis4@alaska.edu. Questions or comments regarding administrative matters (how to submit a bid, what forms to fill out and how) may be asked verbally by telephone or in person. **Questions regarding specifications shall be in writing and may be e-mailed to crdavis4@alaska.edu, submitted five (5) working days in advance of the bid closing date to allow time for an amendment to be issued. No personal contact is to be made by bidder's staff with Mat Su College or UAA personnel.**

ADDITIONAL INSTRUCTIONS TO BIDDERS

BID SUBMITTAL INSTRUCTIONS: Sealed bids must be submitted by the time and date indicated on the front of the bid. Please indicate the Invitation for Bid number on the outside of the bid package. Bids may be delivered during normal offices hours from 8:00 p.m. to 5:00 p.m., Monday through Friday prior to the date and time on the cover page.

MAIL OR DELIVER BIDS TO:

University of Alaska Anchorage
Procurement Services
3890 University Lake Drive Suite 106
Anchorage, Alaska 99508

CONTRACT PERIOD: The contract period will be March 19, 2018 through June 30, 2019. UAA may, at its sole discretion, elect to exercise four additional one-year options to extend the contract period of performance. The final potential contract extension will terminate June 30, 2022.

CONTRACT ADMINISTRATOR: After award of this contract, Zach Albert, Director of Administrative Services at MSC shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this contract and to whom all notices must be sent. However, a member of the UAA Procurement Services Department are the only individuals allowed to make any amendments or financial modifications to a contract resulting from this solicitation. The successful contractor will be responsible for coordinating all matters pertaining to the resultant contract with UAA's contract administrator.

INSURANCE: UAA shall require proof of insurance prior to job performance.

CHECKLIST: Bidders are reminded to review the Bidder's Checklist requirements prior to submittal. Any items required on the checklist but not contained in the sealed bid package shall result in the bid being ruled as non-responsive and shall not be considered for award.

SCHEDULE OF POST NOTICE OF INTENT TO AWARD SUBMITTALS: All submittals shall be delivered to the UAA Procurement Department, Attn: Carson Davis. The following are required:

- a. Five (5) days after "Notice of Intent to Award": (1) Certificate(s) of Insurance; (2) Name the Contract Manager.
- b. Fifteen (15) days after "Notice of Intent to Award": The Performance bond must be received at the procurement office listed on the IFB cover page.

NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

1. Utilization of Small Business, Minority-owned, Woman-owned, and Economically Disadvantaged Small Business Concerns and Labor Surplus Area Firms
2. Excusable Delays, Extension of Performance Period - Cost Reimbursement Contract
3. Termination or Suspension of Work - Cost Reimbursement Contract
4. Anti-Kickback Provisions and Covenant against Contingent Fees
5. Contract Work Hours and Safety Standards Act
6. Clean Air and Water
7. Independent Contractor
8. Indemnification and Hold Harmless Agreement
9. Insurance
10. Access to Facilities and Inspection by Contracting Agency
11. Examination and Retention of Records
12. Audit
13. Confidentiality of Information
14. Ownership of Work Products
15. Subcontractors, Successors, and Assigns
16. Governing Laws
17. Patent indemnity and Copyright Infringement
18. Officials Not to benefit
19. Gratuities
20. Order of Precedence of Documents and Provisions
21. Assignment
22. Contract Administration
23. Taxes
24. Non-discrimination and Equal Employment Opportunity
25. Permits and Responsibilities
26. Changes - Fixed Price Contract
27. Price Adjustment (Fixed Price Contract)
28. Changes (Cost-Reimbursement Contract)
29. Payments to the Contractor (Fixed Price Contract)
30. Payments to the Contractor (Cost-Reimbursement Contract)
31. Termination for Convenience - Fixed Price Contract
32. Termination for Default; Damages for Delay; Time Extensions – Fixed Price Contract
33. Definitions
34. Alterations in General Provisions
35. Contract Subject to the Availability of Funds
36. Disputes
37. Tobacco on University property

1. UTILIZATION OF SMALL BUSINESS, MINORITY-OWNED, WOMAN-OWNED, AND ECONOMICALLY DISADVANTAGED SMALL BUSINESS CONCERNS AND LABOR SURPLUS AREA FIRMS In the event the Contractor subcontracts any part of the work to be performed under this contract, the Contractor agrees to make good faith efforts to utilize small business concerns; woman-owned, minority-owned, and other economically disadvantaged small business enterprises; and federally identified labor surplus area firms to the maximum extent consistent with the efficient performance of this contract. The Contractor shall include this provision, including this statement, in every subcontract.

2. EXCUSABLE DELAYS, EXTENSION OF PERFORMANCE PERIOD - COST REIMBURSEMENT CONTRACT (This provision is applicable only to cost-reimbursement contracts.)

(a) A party to this contract shall not be held responsible for failure to perform the terms of this contract when performance is prevented by causes beyond the control and without the fault or negligence of the party. An extension of time may be allowed in circumstances of such delay provided that (1) reasonable notice and full particulars are given to the other

party, and (2) that the cause of such failure or omission (other than strikes and lockouts) is remedied so far as possible with reasonable dispatch.

(b) Circumstances or causes which may be deemed beyond the control of the party include acts of God, earthquakes, fire, flood, war, civil disturbances, governmentally imposed rules, regulations or moratoriums or any other cause whatsoever whether similar or dissimilar to the causes herein enumerated, not within the reasonable control of the party which through the exercise of due diligence, the party is unable to foresee or overcome. In no event shall any normal, reasonably foreseeable, or reasonably avoidable operational delay be used to excuse or alter a party's obligation for full and timely performance of its obligations under this contract.

3. TERMINATION OR SUSPENSION OF WORK (COST-REIMBURSEMENT CONTRACT) (This provision is applicable only to cost-reimbursement contracts.)

(a) This contract may be terminated by either party upon 10 days written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the Contracting Agency terminates this contract, the Contracting Agency will pay the Contractor for work completed that can be substantiated in whole or in part, either by the Contractor to the satisfaction of the Contracting Agency, or by the Contracting Agency. If the Contracting Agency becomes aware of any nonconformance with this contract by the Contractor, the Contracting Agency will give prompt written notice thereof to the Contractor. Should the Contractor remain in nonconformance, the percentage of total compensation attributable to the nonconforming work may be withheld.

(b) The Contracting Agency may at any time terminate (convenience termination) or suspend work under this contract for its needs or convenience. In the event of a convenience termination or suspension for more than 3 months, the Contractor will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination or suspension plus reasonable termination settlement costs as determined by the Contracting Agency. No fee or other compensation for the uncompleted portion of the services will be paid except for already incurred costs applicable to this contract which the Contractor can establish would have been compensated for over the life of this contract and because of the termination or suspension would have to be absorbed by the Contractor.

(c) If federal funds support this contract, and the Contracting Agency's prime contract or grant agreement is terminated by the federal sponsor, resulting accordingly in termination of this contract, settlement for default or convenience termination must be approved by the primary funding source and shall be in conformance with the applicable sections of the Code of Federal Regulations, Title 48, Code of Federal Regulations, Part 49.

(d) In the event of termination or suspension, the Contractor shall deliver all work products, reports, estimates, schedules and other documents and data prepared pursuant to this contract to the Contracting Agency.

(e) Upon termination by the Contracting Agency for failure of the Contractor to fulfill its contractual obligations, the Contracting Agency may take over the work and may award another party a contract to complete the work under this contract.

NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

(f) If after termination for failure of the Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, or that such failure was excusable under criteria set forth in the provision hereof entitled, "Excusable Delays, Extension of Performance Period," the termination shall be deemed to have been for the convenience of the Contracting Agency. In such event, settlement costs and the contract price maybe adjusted as provided in this clause for convenience termination.

4. ANTI-KICKBACK PROVISIONS AND COVENANT AGAINST CONTINGENT FEES

- (a) The Contractor assures that regarding this contract, neither the Contractor, nor any of its employees, agents, subcontractors, or representatives has violated, is violating, or will violate the provisions of the "Anti-Kickback" Act of 1986 (41 U.S.C. 51-58) which is incorporated by reference and made a part of this contract.
- (b) The Contractor warrants that it has not employed or retained any organization or person, other than a bona fide employee, to solicit or secure this contract and that it has not paid or agreed to pay any organization or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Contracting Agency has the right to annul this contract without liability or, in its discretion, to deduct from the contract price or allowable compensation the full amount of such commission, percentage, brokerage or contingent fee.
- (c) The Contracting Agency warrants that neither the Contractor nor the Contractor's representative has been required, directly or indirectly as an express or implied condition in obtaining or carrying out this contract, to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (This provision is applicable if the contract amount exceeds \$2500 or if for construction, the contract amount exceeds \$2,000.)

The Contractor and its subcontractors shall comply with applicable federal labor standards provisions of the Contract Work Hours and Safety Standards Act -Overtime Compensation (40 U.S.C.327-333).

6. CLEAN AIR AND WATER (This provision is applicable if the contract amount exceeds \$100,000.)

- (a) The Contractor shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857(h)), section 508 of the Clean Water Act (33 U.S.C 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15) which prohibit the use under federal contracts or grants, of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

(b) The Contractor warrants that any facilities to be used in the performance of this contract are not listed on the EPA List of Violating Facilities.

- (c) The Contractor will include a provision substantially the same as this, including this paragraph (c) in every non-exempt subcontract.

7. INDEPENDENT CONTRACTOR

- (a) The Contractor and its agents and employees shall act in an independent capacity and not as officers or agents of the Contracting Agency in the performance of this contract except that the Contractor may function as the Contracting Agency's agent as may be specifically set forth in this contract.
- (b) Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this contract, shall be considered employees of the Contractor only and not of the Contracting Agency and any and all claims that may or might arise under the workers' compensation act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged in any of the to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

(c) This contract may be declared null and void should the Contracting Agency determine that by Internal Revenue Service criteria the Contractor is an employee of the Contracting Agency.

8. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

(a) The Contractor shall indemnify, save harmless and defend the University of Alaska, its Board of Regents, 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 or wrongful act of the Contractor, subcontractor, or anyone directly or indirectly employed by them in the performance of this contract.

(b) 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 Contracting Agency and the Contractor shall be apportioned on a comparative fault basis; however, any such joint negligence on the part of the Contracting Agency must be a direct result of active involvement by the Contractor Agency.

9. INSURANCE

- (a) The Contractor shall not commence work under this contract until satisfactory evidence has been provided to the Contracting Agency that the Contractor can cover the requirements set forth in this provision with regard to the Contractor and all subcontractors when engaged in any work performed under this contract. A Contractor who is a state institution of higher education or a state or local government entity may satisfy the

NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

requirements of subsections (b) (2) through (4) and (c) of this provision by submittal of a certification of self-insurance which attests it is self-insured for the required coverage limits in accordance with the laws of the state in which it is established.

- (b) 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 policies of insurance (or the Contractor shall maintain self-insurance if certified in strict accordance with subsection (a) of this provision) covering the following types and limits:

Contract Amount limits	Minimum Required
Under \$100,000	\$100,000 per occurrence/Annual Aggregate
\$100,000--\$499,999	\$250,000 per occurrence/Annual Aggregate
\$500,000--\$999,999	\$500,000 per occurrence/Annual Aggregate
\$1,000,000 or over	Negotiable--Refer to Contracting Agency, (Specific Limits are set forth as Alterations in General Provisions)

- (1) **Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, Workers' Compensation Insurance as required by the laws of the state where the work is to be performed. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included.
- (2) **Comprehensive (Commercial) General Liability Insurance:** With coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual, and personal injury endorsement.
- (3) **Comprehensive Automobile Liability Insurance:** Covering all owned, hired, and non-owned vehicles with coverage limit not less than \$500,000 combined single limit
- (4) **Professional Liability Insurance:** Covering all errors, omissions, or negligent or wrongful acts of the Contractor, subcontractor, or

anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the Contracting Agency.

Limits required per the following schedule:

- (c) Coverage shall be maintained for the duration of this contract plus one year following the date of final payment. Failure to comply with this provision may preclude other contracts and agreements between the Contractor and the Contracting Agency. 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 Contracting Agency shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contract Administrator prior to beginning work and must provide for a 30-day prior notice to the Contracting Agency of cancellation, non-renewal, or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

10. ACCESS TO FACILITIES AND INSPECTION BY CONTRACTING AGENCY

The Contracting Agency has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this contract, all facilities and activities of the Contractor as may be engaged in the performance of this contract. The Contractor shall provide reasonable access to accommodate such inspections at its own and subcontractor's facilities. The substance of this clause shall be incorporated in subcontracts by the Contractor.

11. EXAMINATION AND RETENTION OF RECORDS

The Contractor shall, at any time during normal business hours and as often as the Contracting Agency, the Comptroller General of the United States, or their agents may deem necessary, make available for examination all of its records with respect to all matters covered by this contract for a period ending three (3) years after date of final payment under this contract or any subcontract whichever is later. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this contract in such form and at such times as the Contracting Agency or the Comptroller General may reasonably require. The Contractor shall permit the Contracting Agency, the Comptroller General, or their agents to examine and make copies of such records, invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by the contract. The Contractor shall include the substance of this provision, including this statement, in all subcontracts.

12. AUDIT (a) The Contracting Agency and its primary funding source may at reasonable times and places, audit the books and records of the Contractor and its subcontractors and may review the Contractor's accounting system, overhead rates, and internal control systems to the extent they relate to costs or cost principles applicable to this contract. The audit will be scheduled at a mutually agreeable time. The Contractor shall include the substance of this provision, including this statement, in all subcontracts.

(b) In the conduct of audits or in meeting the audit requirements of the primary funding source, the Contracting Agency may require and evaluate Contractor compliance with Office of Management and Budget (OMB) Circulars A-128 or

NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

A-133 (Audits), A-87 or A-21 or A-122 (Cost Principles), A-102 or A-110 (Uniform Administrative Requirements), and A-88 (Indirect Cost Rates, Audit, and Audit Follow-up). The Contractor shall comply with all applicable audit requirements of the OMB Circulars listed in this provision and the prime contract.

13. DISSEMINATION OF INFORMATION (a) There shall be no dissemination or publication, except within and between the Contracting Agency, the Contractor, and any subcontractors, of information developed under this contract without prior written approval of the Contracting Agency's Contract Administrator.

(b) Alaska Statute AS 14.40.453 provides for the confidentiality of research conducted by the University of Alaska. The public records inspection requirements of AS 09.25.110 - 09.25.121 do not apply to writings or records that consist of intellectual property or proprietary information received, generated, learned, or discovered during research conducted by the University of Alaska or its agents or employees until publicly released, copyrighted, or patented, or until the research is terminated, except that the university shall make available the title and a description of all research projects, the name of the researcher, and the amount and source of funding provided for each project. (AS 14.40.453)

(c) The Family Educational Rights and Privacy Act (FERPA) limits the use and redisclosure of personally identifiable information from student education records in paper, electronic or other form. Contractor agrees to hold education records of Contracting Agency in strict confidence. Contractor shall not use or disclose information from education records except as permitted or required by this contract. Contractor and its officers, employees, and agents shall use the information only for the purposes for which the disclosure was made. Contractor shall not disclose the information to any other party without the prior consent of the student. Contractor shall conduct the Work in a manner that does not permit personal identification of students by individuals other than representatives of Contractor that have legitimate educational interests in the information. Contractor shall destroy or return the information to the Contracting Agency upon termination, cancellation, expiration or other conclusion of this contract, or when the information is no longer needed by Contractor for the purposes of this contract. If Contractor violates these conditions, the Contracting Agency will not allow Contractor access to education records for at least five years.

Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality of information from education records. These measures shall be extended by contract to any subcontractors used by Contractor. Contractor shall, within one day of discovery, report to the Contracting Agency any use or disclosure of information from education records that is not authorized by this contract.

14. OWNERSHIP OF WORK PRODUCTS Work products and non-expendable property produced or purchased under this contract are the property of the University of Alaska, except as otherwise specifically stated in the contract. Payments to the Contractor for services hereunder include full compensation for all such products produced or acquired by the Contractor and its subcontractors.

15. SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS

(a) The Contracting Agency must concur in the selection of all subcontractors for services to be engaged in performance of

this contract.

(b) If any Scope of Work under this contract includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the contract is changed by modification.

(c) The Contractor shall not assign, sublet or transfer any interest in this contract without the prior written consent of the Contracting Agency, which may be withheld for any reason.

(d) The Contractor binds itself, its partners, its subcontractors, assigns and legal representatives to this contract and to the successors, assigns, and legal representatives of the Contracting Agency with respect to all covenants of this contract.

(e) The Contractor shall include provisions appropriate to effectuate the purposes of these General Provisions in all subcontracts executed to perform services under this contract which exceed a cost of \$10,000.

16. GOVERNING LAWS This contract is governed by the laws of the State of Alaska, federal laws, local laws, regulations, and ordinances applicable to the work performed. The Contractor shall be cognizant and shall at all times observe and comply with such laws, regulations, and ordinances which in any manner affects those engaged or employed in the performance, or in any way affects the manner of performance, of this contract.

17. PATENT INDEMNITY AND COPYRIGHT INFRINGEMENT (a) Patent Rights and Copyright of Works Under Contract:

(1) Any discovery or invention resulting from work carried on with the funding of this contract shall be subject to the applicable provisions of the University of Alaska regulations and Board of Regents Policies.

(2) University of Alaska regulations and Board of Regents Policies shall govern regarding copyrightable materials developed in the course of or under this contract.

(b) Patent Indemnity and Copyright Infringement:

The Contractor shall indemnify and save harmless the University of Alaska, its Board of Regents, and its officers and employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the University of Alaska. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or cost arising from the use of such design, device, or materials in anyway involved in the work.

(c) The Contractor shall include provisions appropriate to effectuate the purposes of this provision in all subcontracts under this contract.

18. OFFICIALS NOT TO BENEFIT No member of or delegate to Congress, or other officials of the federal, State, political subdivision or local government, shall be admitted to any share or part of this contract or any benefit to arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

19. GRATUITIES (a) If the Contracting Agency finds after a

NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

notice and hearing that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Contracting Agency, the State of Alaska, or any government agency in an attempt to secure a contract or subcontract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the Contracting Agency may, by written notice to the Contractor, terminate this contract. The Contracting Agency may also pursue other rights and remedies that the law or the contract provides. However, the existence of the facts on which the Contracting Agency bases such findings shall be in issue and may be reviewed in proceedings under the Disputes provision of this contract.

(b) In the event this contract is terminated as provided in paragraph (a), the Contracting Agency may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and any other damages to which it may be entitled by law.

20. ORDER OF PRECEDENCE OF DOCUMENTS AND PROVISIONS In the event of any inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Contract Form;
- (b) Schedules;
- (c) Specifications;
- (d) General Provisions;
- (e) Special Provisions;
- (f) Other attachments.

21. ASSIGNMENT (a) Rights under this contract are not transferable, or otherwise assignable without the express prior written consent of the University of Alaska Chief Procurement Officer, or his designee.

(b) The Contractor shall include provisions appropriate to effectuate the purpose of this provision in all subcontracts under this contract.

22. CONTRACT ADMINISTRATION (a) The Contract Administrator is responsible for the technical aspects of the project and technical liaison with the Contractor. The Contract Administrator is also responsible for the final inspection and acceptance of all work required under the contract, including the review and approval of any and all reports, and such other responsibilities as may be specified in the Scope of Work or elsewhere in the contract.

(b) The Contract Administrator may be changed by the Contracting Agency at any time. The Contractor will be notified in writing by the Procurement Officer of any changes.

(c) The Contract Administrator is not authorized to make any commitments or otherwise obligate the Contracting Agency or authorize any changes which affect the contract price, terms, or conditions. No changes to price, terms, or conditions shall be made without the express prior authorization of the Procurement Officer.

(d) All Contractor requests for changes shall be in writing and shall be referred to the Contracting Agency Procurement Officer.

23. TAXES (a) As a condition of contract performance, the Contractor shall pay when due all federal, state and local taxes and assessments applicable to the Contractor. The Contractor shall be responsible for its subcontractor's

compliance with the requirements of this provision, including this statement, in every subcontract.

(b) The University of Alaska is a tax-exempt institution.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY The Contractor shall comply with all applicable state and federal rules governing equal employment opportunity and non-discrimination, including, but not limited to: E.O. 11246 as amended and applicable orders and regulations issued by the U.S. Secretary of Labor or designee (41 CFR 60). The Contractor shall include this provision in all subcontracts. If applicable, the parties hereby incorporate the requirements of 41 CFR §§60-1.4(a)(7), and 29 CFR Part 471, Appendix A to Subpart A.

If applicable, this contractor and subcontractor shall also abide by the requirements of 41 CFR § 60-300.5(a) and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

UA is an AA/EO employer and educational institution and prohibits illegal discrimination against any individual: www.alaska.edu/nondiscrimination.

25. PERMITS AND RESPONSIBILITIES The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable federal, state and municipal laws, codes, and regulations, in connection with the performance of the work under this contract.

26. CHANGES - FIXED PRICE CONTRACT (This provision is applicable only to fixed price contracts.)

(a) The Procurement Officer may at any time, by written order, and without notice to any surety, make changes within the general scope of this contract in any one or more of the following:

- (1) Drawings, designs, or Specifications.
- (2) Method of shipment or packing.
- (3) Place of inspection, delivery or acceptance.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Procurement Officer shall make an equitable adjustment in the (1) price, performance or completion schedule, or both; and (2) other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a bid submitted before final payment of the contract. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

(d) Any adjustment in contract price pursuant to this provision shall be determined in accordance with the Price Adjustment provision of this contract.

NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

(e) Failure to agree to any adjustment shall be resolved in accordance with the Disputes provision of this contract. However, failure to agree to an adjustment shall not excuse the Contractor from proceeding with the contract as changed. By proceeding with the Work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(f) Except as otherwise provided in this contract, no payment for any extras, for either services or materials, will be made unless such extras and the price therefor have been authorized in writing by the Procurement Officer.

27. PRICE ADJUSTMENT - FIXED PRICE CONTRACT

(This provision is applicable only to fixed price contracts.)

(a) Any adjustment in contract price pursuant to a provision of this contract shall be made in one or more of the following ways:

- (1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (2) by unit prices specified in the contract or subsequently agreed upon;
- (3) by costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
- (4) in such other manner as the parties may mutually agree; or
- (5) in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as reasonably and equitably computed by the Procurement Officer. Adjustments made pursuant to this subsection, absent agreement between the parties may be a dispute under the Disputes provision of this contract.

(b) The Contractor shall provide cost and pricing data for any price adjustments pursuant to the requirements of Alaska Statutes 36.30 and University of Alaska Procurement Regulations R05.06.

28. CHANGES - COST-REIMBURSEMENT CONTRACT

(This provision is applicable only to cost-reimbursement type contracts.)

(a) The Procurement Officer may at any time, by written order, and without notice to any surety, make changes within the general scope of this contract in any one or more of the following:

- (1) Drawings, designs, or specifications.
- (2) Method of shipment or packing.
- (3) Place of inspection, delivery or acceptance.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Procurement Officer shall make an equitable adjustment in the (1) estimated cost, performance or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive

and act upon a bid submitted before final payment of the contract. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

(d) Failure to agree to any adjustment shall be resolved in accordance with the Disputes provision of this contract. However, failure to agree to an adjustment shall not excuse the Contractor from proceeding with the contract as changed subject to the limitation set forth in paragraph (e) of this provision. By proceeding with the work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated total cost of this contract shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated total amount. Until such a written modification is made, the Contractor shall not be obligated by any change directed under this provision to continue performance or incur costs beyond the then current total estimated dollar amount of the contract not including the prospective modification.

29. PAYMENTS TO THE CONTRACTOR - FIXED PRICE CONTRACT

(This provision is applicable only to fixed-price contracts.)

(a) The Contracting Agency will pay the contract price as hereinafter provided. The Contractor shall be paid, upon the submission of proper invoices, the prices stipulated herein for work products delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Contracting Agency when the amount due on such deliveries so warrants.

(b) Payments shall be based on approved Contractor's invoices submitted in accordance with this provision. The sum of payments shall not exceed allowable compensation stated in purchase order(s) and no payments shall be made in excess of the maximum allowable total for this contract.

(c) The Contractor shall not perform any services or deliveries of products without a purchase order or other written notice to proceed with the work. Accordingly, the Contracting Agency will not pay the Contractor for any goods, services or associated costs, if any, performed outside those which are authorized by the applicable purchase order. The Contracting Agency will exert every effort to obtain required approvals and to issue purchase orders in a timely manner.

(d) The Contractor shall submit a final invoice and required documentation within 90 days after final acceptance of goods or services by the Contracting Agency. The Contracting Agency will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.

(e) In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. An item is in "dispute" when a determination regarding an item has been made by the Procurement Officer that the performance called for and or price invoiced is not in compliance with the terms and conditions of the contract.

30. PAYMENT TO CONTRACTOR - COST REIMBURSEMENT CONTRACT

(This provision is applicable only to cost-reimbursement type contracts.)

(a) Payments shall be based on approved Contractor's

NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

invoices submitted in accordance with this article. The sum of payments shall not exceed allowable compensation stated in purchase order(s) and no payments shall be made in excess of the maximum allowable total for this contract.

(b) Contractor's invoices shall be submitted when services are completed, or monthly for months during which services are performed, as applicable, in a summary format, which details costs incurred for each item identified in the project budget. Backup documentation including but not limited to invoices, receipts, proof of payments and signed time sheets, or any other documentation requested by the Contracting Agency's Contract Administrator, is required, and shall be maintained by the Contractor in accordance with cost principles applicable to this contract. Contractor invoices shall be signed by the Contractor's official representative, and shall include a statement certifying that the invoice is a true and accurate billing. Cost principles contained in the federal acquisition regulations, 48 CFR, Subpart 31.3 and OMB circular A-21 shall be used as criteria in the determination of allowable costs.

(c) In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with the disputed items.

(d) The Contractor shall submit a final invoice and required documentation within 90 days after final acceptance of services by the Contracting Agency. The Contracting Agency will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.

31. TERMINATION FOR CONVENIENCE - FIXED PRICE CONTRACT (This provision is applicable only to fixed-price contracts)

The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Contracting Agency's interest. If this contract is terminated, the Contracting Agency shall be liable only for payment under the payment provisions of this contract for acceptable services and performance rendered before the effective date of termination, and the contract total price will be adjusted accordingly.

32. TERMINATION FOR DEFAULT; DAMAGES FOR DELAY; TIME EXTENSIONS – FIXED PRICE CONTRACT (This provision is applicable only to fixed-price contracts.)

(a) The Contracting Agency may, subject to the provisions of subsection (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

- (1) If the Contractor fails to make delivery of the work products or to perform the services within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and

in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Procurement Officer may authorize in writing) after receipt of notice from the Procurement Officer specifying such failure.

(b) In the event the Contracting Agency terminates this contract in whole or in part as provided in subsection (a) of this provision, the Contracting Agency may procure, upon such terms and in such manner as the Procurement Officer may deem appropriate, work products or services similar to

those so terminated, and the Contractor shall be liable to the Contracting Agency for any excess costs for such similar work products or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under this provision.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such cause may include acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies, work products, or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

(d) If this contract is terminated as provided in subsection (a) of this provision, the Contracting Agency, in addition to any other rights provided in this provision, may require the Contractor to transfer title and deliver to the Contracting Agency, in the manner and to the extent directed by the Procurement Officer, such completed and partially completed reports, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights and any other work product as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Procurement Officer, protect and preserve the property in possession of the Contractor in which the Contracting Agency has as interest. Payment for completed work and work products delivered to and accepted by the Contracting Agency shall be at the contract price. Payment for partially completed work and work products delivered to and accepted by the Contracting Agency shall be in an amount agreed upon by the Contractor and the Procurement Officer, and failure to agree to such amount shall be a dispute concerning a question of fact which shall be resolved under the Disputes clause of this contract.

(e) The rights and remedies of the Contracting Agency provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(f) If after termination for failure of the Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, or that such failure was excusable under criteria set forth herein, the termination shall be deemed to have been for the convenience of the Contracting Agency. In such event, settlement costs and the contract price may be adjusted as provided in the Termination for Convenience provision of this contract.

33. DEFINITIONS (a) **CHANGE ORDER** - A written order signed by the Procurement Officer, directing the Contractor to make changes that the Changes provision of this contract authorizes the Procurement Officer to order without the consent of the Contractor.

(b) **CONTRACT ADMINISTRATOR** - The individual appointed to administer the contract for the Contracting Agency.

(c) **CONTRACT MODIFICATION** - A written alteration in

NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

specifications, delivery point, rate of delivery or performance, period of performance, price, quantity or other provisions of the contract accomplished by mutual action of the parties to the contract.

(d) CONTRACTOR - The entity providing services under this contract.

(e) NOTICE TO PROCEED - Written authorization from the Contracting Agency to the Contractor to provide all or specified services in accordance with the contract.

(f) PROCUREMENT OFFICER - The person who signed this contract on behalf of the University of Alaska, and includes a duly appointed successor or authorized representative.

(g) SCOPE OF WORK - Services and work products required of the Contractor by this contract.

(h) SUBCONTRACTOR - Entity engaged to provide a portion of the products or services by contract or purchase order with the Contractor which is a party to this contract. The term includes subcontractors of all tiers.

property, buildings and vehicles. Littering an area with, or with the remains of, tobacco-related or smoking-related products is also prohibited.

Version eff. 9/2017

34. ALTERATIONS IN GENERAL PROVISIONS Any deletion or modification of these General Provisions shall be specified in detail in subparagraphs added to this provision. Deletions or modifications of General Provisions, if any, are listed herein, and were made prior to the signature of the parties to the contract.

(a) Wherever in these general provisions the statement is made that "This provision is applicable only to cost-reimbursement type contracts," or "This provision is applicable only to fixed-price type contracts," it shall also be deemed to mean that the provision is applicable only to cost-reimbursement type items or fixed-price items, respectively, within a contract.

35. CONTRACT SUBJECT TO THE AVAILABILITY OF FUNDS

(a) Unless this Contract is accompanied by a University of Alaska Purchase Order, funds are not presently available for this Contract. The CONTRACTING AGENCY'S obligation under this Contract is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of the CONTRACTING AGENCY for any payment may arise until funds are made available to the University of Alaska for this Contract and until the CONTRACTOR receives notice of such availability, confirmed by issuance of a purchase order by the CONTRACTING AGENCY.

(b) Issuance of a University of Alaska Purchase Order shall constitute notice of funding for the Contract in accordance with this provision.

36. DISPUTES (a) Any dispute which may arise between the Contractor and the Contracting Agency, in any manner, concerning this contract, shall be resolved in accordance with Alaska Statutes 36.30.620 - 632, AS 36.30.670 - 695, and University of Alaska regulations and procedures.

(b) Penalties for making misrepresentations and fraudulent claims relating to a procurement or contract controversy are prescribed in AS 36.30.68.

37. TOBACCO ON CAMPUS

In accordance with UA Regulation 05.12.102, effective November 19, 2015, and in accordance with UA Regulation 05.12.102, smoking and the use of all tobacco and tobacco-related products are prohibited within all university real

ADDITIONAL CONTRACT PROVISIONS

Note to Bidder: In case of conflict between language in this section and in the Non-Personal Services General Provisions, this language shall prevail.

The waiver of any breach of the terms of this agreement by the University shall not constitute a waiver of any of its terms or any subsequent breach, nor shall any payment for good delivered or services rendered constitute such a waiver.

1. TERM OF CONTRACT: A contract will be awarded for the period approximately from March 19, 2018 through June 30th 2019 with options to renew for four additional one year periods. Renewal will be made at the sole option of MSC, based on among other factors satisfactory performance.

2. BONDING REQUIREMENTS:

- 2.1 The successful Contractor shall be required to furnish an annual performance bond from a surety listed in the US Department of Treasury, Circular 570, dated July 1, 2017 and authorized to do business in the State of Alaska, in the amount of 100% of the Total Annual Price of the contract, prior to the commencement of services. The bond shall be written by a company satisfactory to UAA. The bond shall be filed with the UAA Procurement Department within fifteen (15) days after notice of contract award and prior to commencement of contract performance. Cash or Letters of credit in lieu of bonding are not permitted.
- 2.2 The bonds required by this provision shall be furnished annually for each renewal period in sufficient time to constitute continuous bonding and preclude lapse of bond throughout the contract term, including any extensions.
- 2.3 Lapse of bonding shall be deemed non-performance on the part of the Contractor, and the contract may be terminated for default for failure to furnish bonds. In the event of such default termination, UAA shall be entitled to all of its excess costs occasioned by such default in addition to other damages afforded by law.
- 2.4 In the event it should become necessary for UAA to cancel the contract due to breach, default, or non-compliance, the bonding company shall be responsible for performance for the remaining term of the current contract period.

3. CONTRACT PRICING: Prices offered shall remain firm for the life of the contract, five years.

4. USE OF RECYCLED PAPER PRODUCTS: If the award of this contract is to a contractor that included the use of approved recycled paper products in its offer and received point consideration in the evaluations process, the contractor must maintain the use of approved recycled paper products for the life of the contract.

5. CHANGES TO CONTRACT:

- 5.1 MSC reserves the right, without invalidating the contract, to increase, decrease, delete, or contract out facilities and services, or to modify the level of service, the number of buildings, total square footage, types of service, task frequencies, work assignments, etc., during the term of any contract or any extension resulting from this solicitation. All changes outside the scope of the original Contract shall be ordered by means of a written Change Order/Modifications to the Contract. Changes in compensation shall be in accordance with existing contract pricing.
- 5.2 MSC reserves the right to add additional services as yet undefined, as may be successfully negotiated with the Contractor. Negotiated compensation shall be inclusive of all management, supervision, and overhead incurred by the Contractor, unless otherwise approved in advance by the Contract Administrator. The Contractor agrees that adjustments to compensation will be negotiated by the Contractor and MSC. The basis for negotiation of such changes shall include, but not be limited to the cost per square foot, cost elements of the weekly charge, and or other indicators relevant to the area being added or deleted.

6. INSURANCE REQUIREMENTS: The Contractor shall procure and maintain insurance coverage as specified:

Prior to commencement of contract performance, the Contractor shall furnish the University with certificates showing the type of coverage, amount, effective dates, policy numbers, and companies affording coverages. Each worker's compensation policy shall be endorsed with a waiver of subrogation in favor of the University of Alaska. All other insurance policies required by this Contract shall be endorsed to provide that such insurance shall apply as primary insurance and that any insurance or self-insurance carried by the University of Alaska Anchorage will excess only and will not contribute with the insurance required by this Contract; **shall be endorsed to name the University of Alaska as an additional insured;** and shall provide for a

ADDITIONAL CONTRACT PROVISIONS

waiver of subrogation in favor of the University of Alaska. All endorsements shall reference this Contract. All insurance shall be on an occurrence and not a "claims made" basis.

The Contractor agrees to carry all insurance, which may be required by Federal, State and Municipal laws, ordinances, charters, regulations and codes.

Certificates shall be issued by an insurance company authorized by the Insurance Department of the State of Alaska to transact business in the State of Alaska. All certificates shall be subject to the approval of the University's Risk Management.

The certificates must contain the following statement: "In the event of cancellation the issuing company will give thirty (30) days advance notice by mail to the University of Alaska Anchorage." Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services. Minimum coverage limits:

COMMERCIAL GENERAL LIABILITY INSURANCE: The Contractor is required to provide Commercial General Liability (CGL) insurance on ISO form CG 00 01 07 98 (or an equivalent form) with limits not less than \$1,000,000 combined single limit per occurrence not excluding premises operations, independent contractors, personal/advertising injury, products, and completed operations, liability assumed under an insured contract (including defense costs assumed under contract), broad form property damage, explosion, collapse, and underground hazards. Limits may be a combination of primary and excess (umbrella) policy forms.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE: Covering all owned, hired, and non-owned vehicles with coverage limits not less than \$500,000 single limit per occurrence bodily injury and property damage.

WORKERS' COMPENSATION INSURANCE: At statutory limits, but no less than \$500,000 each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease.

If the Contractor's policy contains higher limits, the University shall be entitled to coverage to the extent of such higher limits.

In addition, the Contractor agrees to pay claim awards that exceed their insurance coverage for acts of their negligence or deficiencies.

All certificates shall be subject to the approval of the University's Risk Management.

7. PAYMENTS:

- 7.1 Invoices shall be submitted to the designated Contract Administrator's office for signature approval. The Contract Administrator shall forward the approved invoice to the MSC Accounts Payable Department.
- 7.2 Payments will be due 30 days after services have been performed for any particular month, and all daily Inspection Sheets and monthly invoice for services have been approved by the Contract Administrator, less deductions for any holiday, campus closures and performance deficiencies, in accordance with contract prices.
- 7.3 Standard invoice format will be determined and agreed upon by MSC and the Contractor. The standard format shall be incorporated into the contract award and must be submitted in the same fashion, each month.

Monthly detailed invoices must clearly indicate the type of space cleaned, square footage cleaned, monthly cost per square foot, and monthly total per building. Invoices shall distinctly identify and detail as separate line items any non-routine or onetime increase or decrease in services. Monthly detailed invoices must include a listing of products used and the quantity used during the billing periods. Additional detail shall be provided as to when tasks designated as quarterly or periodic were performed and the date of performance. Hours worked by each employee during the billing period shall also be provided on the monthly invoice.

For holidays or any period of closure not worked during the contract period, the reduction to the monthly payment shall be determined by the cost per area type out of service, multiplied by actual square footage out of service, and prorated for the number of work days that month and the number of days out of service.

- 7.4 Except without prior written authorization from the Contract Administrator, no services shall be performed during holidays or closures and the Contractor will not be paid for holidays and closures not worked.
- 7.5 Any discrepancy regarding an invoice amount, and/or the amount approved for payment, shall be resolved by the Contract Administrator and the Contractor's Contract Manager.
- 7.6 Any modifications to the contract shall be reflected in the next scheduled invoice
- 7.7 MSC shall not be liable for interest charges on late payments.

ADDITIONAL CONTRACT PROVISIONS

- 7.8 The provisions of this paragraph do not apply if the contract or billing is in dispute. "Dispute" means a determination by a University Procurement Officer that the performance called for or price charged is not in compliance with the terms of the contract. Payment is considered made on the date when the payment is personally delivered to the contractor's agent or on the date when the payment is mailed.
- 8. DISPUTES:** Any disputes which may arise between the successful Contractor and MSC, in any manner, concerning a contract resulting from this solicitation, shall be resolved in accordance with Alaska Statutes 36.30.620-632, AS 36.30.670-695, and MSC's regulations and procedures.
- 9. SUBCONTRACTORS:** Only personnel directly employed by the Contractor shall perform all actual work. No actual work shall be subcontracted. Contractor's employees shall not work or be paid on a "piecework" basis."
- 10. TRAVEL:** MSC will not be responsible for any travel expense/cost associated with the performance of any contract resulting from this bid.
- 11. DEFAULT:** Non-performance by the Contractor in terms of performance and/or specifications shall be a basis for termination of the contract by MSC. Cancellation by MSC may be made upon thirty days' written notice to the Contractor. MSC shall not pay for any service or materials which is unsatisfactory. The Contractor may be given a reasonable opportunity before termination to correct the deficiencies. This shall in no way be construed as negating the basis for termination for non-performance.
- 12. DISCLOSURE OF INFORMATION:** The Contractor agrees that it will not, during or after the term of this contract, or any extension, disclose any proprietary or confidential information of MSC, including but not limited to its costs, charges, operating procedures and methods of doing business to any person, firm, corporation, the public or other entity without the prior written consent of MSC. Nor shall the Contractor release for publication any publicity relating to these services using or implying the name of MSC without the prior written consent of MSC.
- 13. ADVERTISING:** The contractor shall do no advertising to the general public which might be construed, in any way, that MSC is endorsing the use of, or is affiliated with the Contractor's services. No advertising or other placement of plaques, decals, nameplates, signs or other surface applied words or symbols visible to the general public on material supplied under this contract shall be done without the express written permission of the Contract Administrator.

PRICE SCHEDULE**PRICE SCHEDULE A – ROUTINE SERVICES**

The Contractor shall provide all management, supervision, personnel, custodial supplies, and equipment needed to perform Routine Custodial Services in strict accordance with all contract terms at the Matanuska-Susitna College. Note: ***Summer sessions are subject to adjustment by square footage.***

<u>YEAR</u>	<u>NET CLEANABLE SQUARE FOOTAGE</u>	<u>x</u>	<u>PRICE PER SQ. FT. PER Semester.</u>	<u>=</u>	<u>TOTAL PRICE PER Semester</u>	<u>x</u>	<u>Semesters</u>	<u>=</u>	<u>TOTAL PRICE PER YEAR</u>
1	Service 69,783 sq. ft.	x	\$ _____	=	\$ _____	x			
	Spring Semester 2018		\$ _____	=	\$ _____	x			
	Summer Session 2018		\$ _____	=	\$ _____	x			
	Fall Semester 2018		\$ _____	=	\$ _____	x	3 semesters	= \$	_____
2	Service 69,783 sq. ft.	x	\$ _____	=	\$ _____	x			
	Spring Semester 2019		\$ _____	=	\$ _____	x			
	Summer Session 2019		\$ _____	=	\$ _____	x			
	Fall Semester 2019		\$ _____	=	\$ _____	x	3 semesters	= \$	_____
3	Service 69,783 sq. ft.	x	\$ _____	=	\$ _____	x			
	Spring Semester 2020		\$ _____	=	\$ _____	x			
	Summer Session 2020		\$ _____	=	\$ _____	x			
	Fall Semester 2020		\$ _____	=	\$ _____	x	3 semesters	= \$	_____
4	Service 69,783 sq. ft.	x	\$ _____	=	\$ _____	x			
	Spring Semester 2021		\$ _____	=	\$ _____	x			
	Summer Session 2021		\$ _____	=	\$ _____	x			
	Fall Semester 2021		\$ _____	=	\$ _____	x	3 semesters	= \$	_____
5	Service 69,783 sq. ft.	x	\$ _____	=	\$ _____	x			
	Spring Semester 2022		\$ _____	=	\$ _____	x			
	Summer Session 2022		\$ _____	=	\$ _____	x			
	Fall Semester 2022		\$ _____	=	\$ _____	x	3 semesters	= \$	_____

TOTAL PRICE FOR YEARS 1-5 \$ _____

BIDDER'S NAME: _____

PRICE SCHEDULE B – NON-ROUTINE SERVICES

Non-routine services are for any increases or decreases in services or any special additional cleaning tasks required. Bidders are required to enter pricing for the following non-routine services, however the pricing will not be added to the total for award consideration. Non-routine services shall be performed only by written request from the Contract Administrator and shall be performed within 5 days, unless requested otherwise. Performance Standards definition number identified where applicable. **If UAA determines that any Bidder's prices for the following non-routine service are significantly unbalanced, the entire offer will be determined to be non-responsive and not considered for award.**

<u>Item/Description / PS#</u>	<u>Unit</u>	<u>Year 1 Unit Price</u>	<u>Year 2 Unit Price</u>	<u>Year 3 Unit Price</u>	<u>Year 4 Unit Price</u>	<u>Year 5 Unit Price</u>
1. Vacuum Carpet (3)	Sq. Ft	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. Shampoo Carpet-Office (5)	Sq. Ft	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3. Shampoo Carpet-Non-Office, 18,000 sq. ft. (5)	Sq. Ft	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4. Dust Mop or Sweep and Damp Mop Floors (6+7)	Sq. Ft	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5. Machine Scrub Floors (8)	Sq. Ft	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6. Recondition Floors (10)	Sq. Ft	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7. Strip & Refinish Floors (11)	Sq. Ft	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8. Shampoo Upholstery-Dry Foam (chairs, sofas, auditorium seating, etc.) (15)	Seat	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9. Shampoo Upholstery-Steam/Hot Water Extraction (chairs, sofas, auditorium sofas, auditorium seating, etc.) (14)	Seat	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10. Clean Restroom (17-21)	Sq. Ft	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11. Spot Clean Building Surfaces (22)	Sq. Ft	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
12. Wash interior windows and glass (35)	Pane	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
13. Incidental exterior window washing (includes interior of same windows)	1 man hour					\$ _____
14. Wash venetian blinds	Window	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
15. Other routine daily services (i.e. dusting, removing trash, etc.)	Sq. Ft	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
16. Labor cost for any non-negotiated additional services (price include requirements for any standard janitorial supplies and equipment, and any payroll expenses necessary)	Man Hr.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

BIDDER'S NAME: _____

PRICE SCHEDULE B – NON-ROUTINE SERVICES

<u>Item/Description / PS#</u>	<u>Unit</u>	<u>Year 1 Unit Price</u>	<u>Year 2 Unit Price</u>	<u>Year 3 Unit Price</u>	<u>Year 4 Unit Price</u>	<u>Year 5 Unit Price</u>
17. Recycling (existing 1 Week recycling of paper at 5 locations)		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
18. Price to add additional recycling location	1 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
19. Expand recycling to include plastic bottles, glass, and aluminum and tin cans. These items need to be transported to the Matanuska-Susitna Recycling Center at the end of North 49 th State off Palmer-Wasilla Highway.	1 Week	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
20. Clean upholstered couch with individual cushions	1 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
21. Clean upholstered couch without individual cushions	1 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
22. Clean upholstered chair	1 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
23. Clean hardback dining chair with upholstered back and seat	1 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

The following prices are for the use of equipment required during emergency work orders and damage remediation. This equipment is in excess to what the contractor normally keeps on campus for the contractor's routine use in fulfilling other requirements of the contract. The Contractor will not be compensated under this section for equipment already stationed on campus for routine operations. The following rates include labor where applicable. Equipment that is routinely used to perform periodic carpet shampooing is also excluded from this schedule. Those costs should be incorporated into the carpet section of the bid.

24. Commercial floor drier fan	1 Day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
25. Wet/shop vacuum, minimum 15-gallon capacity	1 Day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
26. HEPA vacuum	1 Day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
27. Truck mounted water extractor	1 HR	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
28. Commercial dehumidifier	1 Day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

BIDDER'S NAME: _____

PRICE SCHEDULE C – FLAT RATE

The Matanuska-Susitna College requests a flat rate for general cleaning services. General cleaning services shall be requested on an as-needed basis by the Contract Administrator, and are to be measured on a time and materials basis.

Bidders are required to enter hourly flat rate pricing. The pricing will not be added to the total for award consideration, but will be included in the contract award. Flat rate services shall be performed at the request from the Contract Administrator and shall be initiated within 30 minutes of the request unless otherwise specified by the Contract Administrator.

If UAA determines that any Bidder's prices for the following non-routine service are significantly unbalanced, the entire offer will be determined to be non-responsive and not considered for award.

<u>Item/Description / PS#</u>	<u>Unit</u>	<u>Year 1 Unit Price</u>	<u>Year 2 Unit Price</u>	<u>Year 3 Unit Price</u>	<u>Year 4 Unit Price</u>	<u>Year 5 Unit Price</u>
1. Labor cost for flat rate services	Man Hr.	\$_____	\$_____	\$_____	\$_____	\$_____

(price include requirements for any standard janitorial supplies and equipment, and any payroll expenses necessary)

BIDDER'S NAME: _____

PRICE SCHEDULE D – REFERENCES AND BIDDER’S RESPONSIBILITY

References: In order to be considered for award, a bidder shall have a track record of successfully completing contracts similar in scope, size and complexity to the requirements contained herein within the past five (5) years. A minimum of three (3) references willing and able to attest to the service, expertise, and overall performance of the contractor shall be provided below. Additional references and/or current and previous contract listing may be provided. (Please attach additional pages, if needed).

Reference 1

Organization: _____

Contact: _____

Address: _____

Phone No: _____

Reference 2

Organization: _____

Contact: _____

Address: _____

Phone No: _____

Reference 3

Organization: _____

Contact: _____

Address: _____

Phone No: _____

Responsibility: In order to be considered for award, a Bidder shall demonstrate responsibility by verifying that they possess the capacity and experience required to successfully perform the services required by Matanuska-Susitna College. To demonstrate responsibility in part, the Bidder shall include the following relevant information. The University reserves the right to require and/or rely on other information to make a determination of responsibility for a bidder.

Number of Years in Business: _____**Number of Employees:** _____**Number of Employees Dedicated to this Contract:** _____

Verify that your organization utilizes a safety training program and/or handbook. The Bidder shall include any relevant safety training documentation:

BIDDER’S NAME: _____

Price/Cost Schedule (continued)**BIDDER CERTIFICATION AND REPRESENTATION SIGNATURE:**

By signing below, the Bidder represents that all of its statements, certifications, and representations, and other information supplied herein are true and correct as of the date of submittal of this bid. A signature below indicates the bidder's intent to be bound by all provision, terms and conditions of the bid and its terms and conditions.

I certify that I am a duly authorized representative of the firm listed below, that information and materials enclosed with this bid accurately represent the capabilities of the firm to provide the services indicated in compliance with the requirements of the solicitation. UAA is hereby authorized to request from any individual any pertinent information deemed necessary to verify information regarding capacity of the firm, for purposes of determining responsiveness of the bid, or responsibility of the firm as a prospective contractor.

Signature: _____ Vendor Name: _____
Printed Name: _____ Address: _____
Title: _____ City, State, and Zip: _____
Phone No. _____ Email: _____
Date: _____

Bidder's Checklist**I. GENERAL:**

Bidders are advised that notwithstanding any instructions or inferences elsewhere in this Invitation for Bid only the documents shown and detailed on this sheet need to be submitted with and made part of their bid. Other documents may be required to be submitted after bid time, but prior to award. Bidders are hereby advised that failure to submit the documents shown and detailed on this sheet **SHALL RENDER THE BID NON-RESPONSIVE**.

II. REQUIRED DOCUMENTS FOR BID:

BIDS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and submitted with the bid:

- ☒ Cover Sheet, Invitation for Bid page (1), must be complete and manually signed (original signature).
- ☒ Representations, Certifications and Statements of Bidders form must be completed and manually signed (original signature).
- ☒ Erasures or other changes made to the bid document prior to submittal must be initialed by the person signing the bid.
- ☒ All amendments issued, if any, that are required to be signed and returned (NOT issued for Informational Purposes Only), must be submitted prior to the bid opening.
- ☒ Price/Cost Schedule must be completed and manually signed in the space provided.
- ☒ To be considered for Alaska Bidders Preference, when applicable, a copy of a current Alaska Business License must be submitted with bid, or the Alaska Business License number must be written on the cover page of this IFB and submitted with bid.
- ☒ Two identical sets of descriptive literature, brochures and/or data must accompany the bid when specifically requested or when the bid submitted is an "or equal."
- ☒ Bidder's Safety Documentation

**REPRESENTATIONS, CERTIFICATIONS, AND
STATEMENTS OF BIDDERS**

1. TYPE OF BUSINESS ORGANIZATION: The Bidder, by checking the applicable box, represents that:

(a) It operates as

- ☐ a corporation incorporated under the laws of the State of _____.
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization, or
- ☐ a joint venture; or

(b) If the Bidder is a foreign entity, it operates as

- ☐ a corporation registered for business in the Country of _____.
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization,
- ☐ or a joint venture.

2. PARENT COMPANY INFORMATION: The Bidder, by checking the applicable box, represents that:

- ☐ It is independently owned and operated and it is not owned or controlled by a parent company or parent organization.
- ☐ It is not independently owned and operated; it is owned or controlled by a parent company or parent organization; and the full name and address of the Bidder's parent company or parent organization is:
- ☐ If not independently owned and operated, the parent company or parent organization's Taxpayer Identification Number (TIN) or Employer Identification Number (E.I. No.) is _____.

3. TAXPAYER IDENTIFICATION: (a) Definitions:

- (1) "Common parent," as used in this solicitation provision, means a Bidder that is a member of an affiliated group of corporations that files its Federal income tax returns on a consolidated basis.
- (2) "Corporate status," as used in this solicitation provision, means a designation as to whether the Bidder is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.
- (3) "Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the Bidder/Bidder in reporting income tax and other returns.

(b) The Bidder is required to submit the information required in paragraphs (c) through (e) of this provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in 4.902(a), the failure or refusal by the Bidder to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN) of Bidder:

(Bidder is required to fill all appropriate blank(s) and/or check all applicable statement(s).)

- ☐ TIN: _____
- ☐ TIN has not been applied for.
- ☐ TIN is not required because: _____

- ☐ Bidder is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the US.
- ☐ Bidder is an agency or instrumentality of a state or local government.
- ☐ Other. Explain basis _____

(d) Corporate Status of Bidder:

(Bidder is required to check all applicable statement(s).)

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CF R 501(c)(3) that is exempt from taxation under 26 CFR 501(a)

(e) Common Parent:

(Bidder is required to fill all appropriate blank(s) and/or check all applicable statement(s).)

- ☐ Bidder is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of Bidder's common parent:
Name _____
TIN _____

(f) If the Bidder is a Joint Venture, the Bidder shall make copies of this representation and complete one for each entity in the venture. Each copy of the representation must be marked to identify the venture to which it applies. Bidder shall specify here the names and full addresses of the entities which make up the joint venture, if applicable.

- ☐ Joint Venture consists of:
(Bidder must list name and address of all entities)
(Attach additional sheet(s) if necessary.)

4. CONTINGENT FEE REPRESENTATION AND AGREEMENT: (Note: The Bidder must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulations.)

(a) Representation. The Bidder represents that, except for full-time bona-fide employees working solely for the Bidder, the Bidder:

- (1) () has, () has not employed or retained any person or company to solicit or obtain this contract; and
- (2) () has, () has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award

of this contract.

(b) Agreement. The Bidder agrees to provide information relating to the above Representation as requested by the University and, when subparagraph (a) (1) or (a) (2) is answered affirmatively, to promptly submit to the University procurement officer:

- (1) A complete Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
- (2) A signed statement indicating that the SF 119 was previously submitted to the same procurement officer, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

5. AUTHORIZED NEGOTIATORS: The Bidder represents that the following persons are authorized to negotiate on its behalf with the University in connection with this solicitation: (List names, titles, telephone numbers of the authorized negotiators).

6. PERIOD FOR ACCEPTANCE OF OFFER: In compliance with the solicitation, the Bidder agrees, if this offer is accepted within 45 calendar days from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the solicitation.

7. PLACE OF PERFORMANCE: (a) The Bidder, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the Bidder as indicated in this offer.

(b) If the Bidder checks "intends" in paragraph (a) above, he (she) shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility, if other than Bidder

8. SMALL BUSINESS CONCERN REPRESENTATION: The Bidder represents and certifies as part of its offer that it () is, () is not a small business concern and that () all, () not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico or the Trust Territories of the Pacific Islands. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards specified elsewhere in this solicitation. (See BID TRANSMITTAL FORM.)

9. SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION: (a) The Bidder represents that it () is, () is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Indian American," as used in this provision means a U.S. citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American," as used in this provision means a U.S. citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans," as used in this provision means U.S. citizens who are American Indian, Eskimo, Aleut, or native Hawaiian.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision means a small business concern that is (1) at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals or (2) has its management and daily business controlled by one or more such individuals.

(c) Qualified Groups. The Bidder shall presume that socially and economically disadvantaged individuals include: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the US. Small Business Administration under 13 CFR 124.1.

10. WOMAN-OWNED SMALL BUSINESS REPRESENTATION: (a) Representation. The Bidder represents that it () is, () is not a woman-owned small business concern.

(b) Definitions "Small business concern," as used in this provision, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Woman-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

11. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS: The Contractor represents that:

(a) It () has () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation the clause originally contained in Section 310 of federal Executive Order No. 10925, or the clause contained in Section 201 of federal Executive Order No. 1114;

(b) It () has () has not, filed all required compliance reports; and

12. CERTIFICATION OF NON-SEGREGATED FACILITIES: (a) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of this offer, the Bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--LOWER TIER COVERED TRANSACTIONS: The Contractor assures that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor agrees to insert this provision in lower tier covered transactions in accordance with federal rules and regulations implementing Executive Order 12549, the Government-Wide Common Rule for Non-Procurement Debarment and Suspension, and Federal Acquisition Regulations (FAR), 48 CFR Subpart 9.4.

14. CLEAN AIR AND WATER CERTIFICATION: (This provision is applicable if the contract amount exceeds \$100,000.)

(a) The Contractor shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15) which prohibit the use by federal contractors or grant recipients, of facilities which are included on the Environmental Protection Agency (EPA) List of Violating Facilities.

(b) the Contractor warrants that any facilities to be used in the performance of this contract are not listed on the EPA List of Violating Facilities.

15. ANTI-KICKBACK PROVISIONS: (a) The Contractor assures that regarding this contract, neither the Contractor, nor any of its employees, agents, or representatives has violated the provisions of the "Anti-Kickback" Act of 1986 (41 USC 51-58) which is incorporated by reference and made a part of this contract.

(b) The Contractor warrants that neither the Contractor nor any of its representatives has been required, directly or indirectly as an express or implied condition in obtaining or carrying out this contract, to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

16. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION: By submitting this offer, the Bidder agrees to comply with all applicable State and Federal rules governing Equal Employment Opportunity and Non-Discrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L.88-352), E.O.11246 (EEO), E.O. 11625 (EEO), 41 CFR 60 (EEO) (Discrimination).

17. ASSURANCE OF FEDERAL COMPLIANCE BY THE CONTRACTOR: (This representation is applicable only if the Bidder is an educational institution, hospital, or other non-profit organization.)

By submitting this offer, a Bidder assures that if the primary source of funding for this solicitation is Federal, the requirements of OMB Circular A-21 or Circular A-110, as applicable, shall be complied with by the Contractor.

18. CERTIFICATE OF INDEPENDENT PRICING AND PLEDGE TO REFRAIN FROM ANTI-Competitive PRACTICES: By submitting this offer, the Bidder certifies that its prices were independently arrived at and without collusion. Penalties for participation in anti-competitive practices are prescribed in AS 36.30, and include, but are not limited to, rejection of the offer, suspension, debarment, civil and/or criminal prosecution.

19. PENALTY FOR FALSE STATEMENTS: (a) The penalty for false statements or misrepresentations in connection with matters relating to University of Alaska procurements or contracts is prescribed in AS 36.30.687. "Misrepresentation," as used here means a false or misleading statement of material fact, or conduct intended to deceive or mislead concerning material fact, even though it may not succeed in deceiving or misleading.

(b) The penalty for making false statements in bids or offers relating to federal procurement matters is prescribed in 18 U.S.C. 1001.

20. CERTIFICATION OF PROCUREMENT INTEGRITY: By submitting its offer, the Bidder certifies it has no knowledge of any violation of any provisions of or regulations implementing the Office of Federal Procurement Policy Act (41 U.S.C. 423) applicable to activities related to this offer by any of its officers, employees, agents, or representatives covered by that Act.

21. DRUG FREE WORKPLACE: To the extent that any facilities, equipment, vessel or vehicle to be provided under this bid/offer is to be used as a place of work by University of Alaska employees, the Bidder certifies that it does and will maintain such place of work as a drug free workplace in compliance with the Drug Free Workplace Act of 1988 (P.L. 100-690) subject to all the sanctions and penalties in that Act. To this end the Bidder represents that it is in compliance with the requirements of the clause prescribed by the Federal Acquisition Regulations (FAR) 52.223-5. (A copy of the FAR 52.223-5 clause is available from the office issuing this solicitation upon request.)

22. BIDDER AND PRODUCT PREFERENCE ENTITLEMENT:

(1) () 5% Alaska Bidder Preference (AS 36.30.321)

(2) () 5% Alaska Veterans Preference (AS 36.30.321 (f)), not to exceed \$5000.00.

(3) Employment Program or Disability Preference*:

() 15% Alaska Employment Program (AS 36.30.321 (b))

() 10% Alaska Bidder Sole Proprietorship owned by an Individual with a Disability (AS 36.30.321(d))

(4) Product Preference:

() 3% Class I Alaska Product Preference, (AS 36.30.332)

Items: _____

() 5% Class II Alaska Product Preference, (AS 36.30.332)

Items: _____

() 7% Class III Alaska Product Preference, (AS 36.30.332)

Items: _____

() 5% Recycled Product Preference, (AS 36.30.337)

Items: _____

* Preference marked by an asterisk may be claimed only if the bidder/Bidder is, at the time the bid or offer is opened, on the current list of qualified employment programs maintained by the State of Alaska, Department of Education, Division of Vocational Rehabilitation.

Note: A preference under (3) of this section is in addition to any other preference for which the bidder/Bidder qualifies, including the preference under (1 & 2) of this section. However, a bidder/Bidder shall not receive more than one of the employment or disability preferences under section (3).

The bidder/Bidder acknowledges and agrees that if a proposed procurement under this solicitation is supported by a federal funding, AS 36.30 bidder and product preferences are not applicable and shall not be considered in evaluation of bids/offers.

23. BIDDER CERTIFICATION AND REPRESENTATION SIGNATURE: By signing below, the Bidder represents that all of its statements, certifications, and representations, and other information supplied herein are true and correct as of the date of submittal of this offer.

AUTHORIZED SIGNATURE: _____ **Date:** _____

BIDDER: _____
(Type or Print Company Name and Address)