

INVITATION TO BID (ITB) NUMBER 180000056

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
P.O. Box 5800
Joint Base Elmendorf-Richardson, Alaska
ZIP 99505

THIS IS NOT AN ORDER

DATE ITB ISSUED: April 23, 2018

ITB TITLE: Janitorial Service at Kodiak Readiness Center

SEALED BIDS MUST BE SUBMITTED TO THE DIVISION OF ADMINISTRATIVE SERVICES AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 2:00 PM ALASKA TIME, ON MAY 15, 2018, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

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

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

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

If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default.

BOBBI J. BRAUNEIS
PROCUREMENT OFFICER

TELEPHONE NUMBER

907-728-7224

FAX NUMBER

907-428-7229

EMAIL ADDRESS

MvaDasProcurement@alaska.gov

COMPANY SUBMITTING BID

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

E-MAIL ADDRESS

ALASKA BUSINESS LICENSE NUMBER

FEDERAL TAX ID NUMBER

TELEPHONE NUMBER

STANDARD TERMS AND CONDITIONS

INSTRUCTIONS TO BIDDERS:

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

Bidder's Return Address

Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
49000 Army Guard Rd, Suite B105B
P.O. Box 5800
Joint Base Elmendorf-Richardson, AK 99505

ITB No.: 180000056

Opening Date: May 16, 2018

ELECTRONIC BID SUBMISSION: Bids may be emailed to MvaDasProcurement@alaska.gov, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907) 428-7224 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

FAX BID SUBMISSION: Faxed bids will not be accepted.

4. **PRICES:** The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:
5. **VENDOR TAX ID NUMBER:** If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.
6. **FILING A PROTEST:** A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

CONDITIONS:

1. **AUTHORITY:** This ITB is written in accordance with AS 36.30 and 2 AAC 12.
2. **COMPLIANCE:** In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
3. **SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
4. **SPECIFICATIONS:** Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.
5. **FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.

6. **EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.
7. **BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.
8. **CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS", "FILING A PROTEST" above.
9. **CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
10. **CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
11. **ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
12. **SUBCONTRACTOR(S):** No subcontractors authorized.
13. **FORCE MAJEURE (Impossibility to perform):** The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
14. **LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
15. **CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
16. **DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
17. **DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.
18. **CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
19. **SEVERABILITY:** If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
20. **GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SPECIAL CONDITIONS:

1. **ORDER DOCUMENTS:** Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.
2. **BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
3. **CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

PREFERENCES:

Due to this solicitation having Federal Funding Sources, preferences will not be applicable in accordance with AS 36.30.890.

ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid Alaska business license. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing for information on these licenses.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>
Phone: (907) 465-2550
Email: license@alaska.gov

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

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

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

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

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Division of Administrative Services at one of the following numbers no later than May 1, 2018 to make any necessary arrangements.

Telephone: 907-428-7224
Email: MvaDasProcurement@alaska.gov

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

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

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

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

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

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

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

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

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

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the issuance of a one-year contract, with possible three one-year renewal options for Janitorial Services at the Kodiak Readiness Center.

PREBID CONFERENCE: There will be NO prebid conference.

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

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

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of the Procurement Specialists assigned to the Department of Military and Veterans Affairs (DMVA), Division of Administrative Services (DAS).

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

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

Proof of insurance is required for the following:

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

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

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

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

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

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

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

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

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

CONTRACT PERIOD: The length of the contract will be from the date of award through June 30, 2019, with the option to renew for three additional one-year terms at the same price, and under the same terms and conditions, as the original contract. Renewals are to be exercised solely by the state.

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

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

F.O.B. POINT: N/A

SITE INSPECTION: Bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. The site may be inspected by contacting: **James Rheault**, at telephone number **907-428-7197**. The contact person is only empowered to allow bidders to view the work site. Any questions the bidders have must be directed to the procurement officer named on the front

page of this ITB. The contact person can not and will not answer bidder questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB.

SITE VISIT IS CURRENTLY SCHEDULE FOR MAY 3, 2018 AT 10:00 A.M. ALASKA TIME.

INVOICES: The contractor must submit monthly itemized invoices directly to the state agency that uses the contract. Invoices must be submitted no later than the 15th of the following month after service was received. Payment will only be made by the client state agencies directly to the contractors. **Failure to submit timely invoices may be cause for cancellation of the contract.**

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

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

ESTIMATED QUANTITIES: The quantities referenced in this ITB are the state's estimated requirements and may vary more or less from the actual quantities. The state does not guarantee any minimum purchase.

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

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

METHOD OF AWARD: Award will be made to the lowest responsive and responsible bidder.

FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the bid (by the bidder) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment 6) must be completed and submitted with your bid.

Certifications Regarding Lobbying; Debarment, Suspension, Ineligibility and Voluntary Exclusion; and Drug-Free Workplace Requirements for Expenditure of Federal Funds. This solicitation, or the contract(s) or order(s) resulting from this solicitation, may involve Federal funds. By their signature on the bid or proposal submitted in response to this solicitation, or the contract(s) or order(s) resulting from this solicitation, the bidder or offeror certifies they will comply with the requirements under 28 CFR Part 67 and 28 CFR Part 69 with regards to Lobbying; Debarment, Suspension, Ineligibility, and Voluntary Exclusion; and Drug-Free Workplace. This certification shall be treated as a material representation of fact upon which reliance will be placed when the Department of Military and Veterans Affairs determines to award the contract(s) or order(s) resulting from this solicitation.

DMVA FMO FEDERALLY FUNDED CONTRACTS SUPPLEMENTAL REQUIREMENTS: Attached to this ITB is a copy of the State of Alaska, Department of Military and Veterans Affairs, Facilities Management Office Federally Funded

Contracts Supplemental Requirements. By their signature on this ITB the bidder agrees to comply with the requirements stated within these provisions.

Questions: All questions must be in writing and directed to the Department of Military and Veterans Affairs, Division of Administrative Services, Procurement Section via email at MvaDasProcurement@alaska.gov. Interested parties must confirm telephone conversations in writing. **Deadline for questions is 10:00 a.m. on May 10, 2018.**

SPECIFICATIONS

PERFORMANCE REQUIREMENTS:

1. WORK SCHEDULE: Services are to be performed two (2) days a week on Mondays and Thursdays between the hours of 8:30am and 4:00pm Alaska Standard Time. If a service day falls on a holiday, services shall be performed generally on the next DMVA working day, in some instances it may be necessary to perform the work the working day before the holiday. The contractor will coordinate a schedule of frequency and time of service with the Project Manager (PM) for other services such as stripping, waxing and carpet cleaning. In the event it is necessary for the State to change the schedule for any or all of the services under this contract, after notification the contractor will have seven calendar days to have the new schedule in effect. At the start of the contract, the contractor will provide the number of man hours and employees that are needed to perform the daily and weekly services for each building, this will determine the schedule that will be used and approved by the PM.

2. MANAGER, EMPLOYEES & SUPERVISION: The contractor shall assign a full time manager who shall be available on a daily basis for communication and coordination with the PM for custodial functions and will be available to respond to the contract site(s) for quality control/corrections. The manager shall have full authority to act for the contractor in all matters relative to the performance of this contract. The contractor shall be responsible for the conduct and performance of all contract employees while on the premises. Any employee whose conduct is objectionable or who does not meet qualifications set forth in the contract may be immediately removed or barred from the premises. Additionally the contract manager is responsible for enforcing the following guidelines:

- Contract employees appearing to be under the influence of alcohol or drugs shall not be permitted on premises.
- Contract employees shall not use or tamper with office machines, computers, equipment or personal property at any time.
- Contract employees shall not open desks, cabinets, or other furniture at any time.

- Contract employees shall not use the Department of Military & Veterans Affairs telephones, copiers or fax machines for personal use at any time.
- Contract employees on work programs will require supervision on a 2-1 ratio (2 employees to 1 supervisor).

Business solicitations from contractor or contract employees from building occupants is not allowed during the performance of this contract. This also prohibits notes or advertisements posted in the facilities or grounds.

Failure to enforce the above guidelines will be grounds for contract cancellation.

The contractor shall be directly responsible for instructing employees in utilities conservation practices and will be responsible for operating under conditions that preclude waste of utilities, which shall include but shall not necessarily be limited to the following:

- Lights shall be used only in areas where and at the time work is actually being performed. Lights shall be turned off after room is cleaned.
- The workers shall not adjust mechanical equipment, controls for heating, ventilation and air conditioning systems.
- Water faucets or valves shall be turned off after the required usage has been accomplished.
- Exterior doors and windows will not be propped open.

3. PRESENCE OF NON-EMPLOYEES: Contractor shall not allow persons that are not employees, Minors, including family members of the Contractor and employees on the Project site during contract work hours and are prohibited from performing any work under this contract.

4. COMMUNICATION: At least one person who can speak, read and write English fluently shall be present at all times during scheduled services.

5. SECURITY CHECKS AND TRAINING: For security reasons, the Department of Military and Veterans Affairs may require identification, fingerprints, and conduct investigations of the successful bidder's and their employees performing work on any contract resulting from this solicitation. By their signature on the bid submitted in response to this solicitation the bidder agrees to provide any requested information, to include Social Security Numbers, on any employee, and to cooperate fully with DMVA in any background check/investigation and training/certification requirements.

6. SAFETY & SAFETY DATA SHEETS (SDS): In accordance with Federal, State and Local requirements, the contractor shall acquire, file, and maintain up-to-date records pertaining to Safety Data Sheets (SDS) for substances and products used by the contractor in performance of any contract awarded from this solicitation. The contractor shall assume full responsibility for conformance with the law in regard to the contractor's employees. The PM or other authorized person may request and/or inspect the contractor's files on products being used in performance of work awarded from this solicitation. A current, up-to-date binder will be kept on site in each storage area throughout the duration of the contract.

The Contractor and employees will be familiar with and operate within guidelines set forth by the Occupational Safety and Health Act and all other Federal, State and local laws/regulations that apply.

The contractor will ensure that all employees assigned to the contract are knowledgeable of the current guidelines/regulations and industry standards affecting custodial and housekeeping operations.

7. DAMAGE: Contractor is liable for any damage to the property caused by the contractor, contractor's employees including but not limited to building structures, contents, or personal property. Any incident shall be reported within 1 hour of the incident to the facilities representative and the PM.

8. LOSS OF KEYS: Special emphasis is placed on key control. If keys are issued, the Contractor is required to sign for all keys. All keys are to be obtained from the Facility Commander or an authorized representative, and to be returned upon completion of this Contract and/or task. No duplications are to be made; in the event of lost keys, contact the Facility Commander for replacements. Lost keys may be grounds for immediate termination of contract. At minimum replacement and re-keying charges will be paid by the contractor. The contractor's failure to pay for these services may interfere with payment for services that were rendered.

9. INSPECTION OF WORK: The Contractor or Contractors Designee shall upon notification by the PM be present at the contract site to conduct an inspection with the agency's representative. Inspections with the PM may take place anytime and at the sole discretion of the Contracting Agency.

Required corrections resulting from deficient work shall be accomplished within four (4) hours after the inspection or, at the sole discretion of the PM, an acceptable, alternate time. Any carryover of non-corrected deficiencies will be considered a Breach of Contract.

10. DEFICIENT WORK: The PM will work with the contractor to resolve matters of deficiency by contacting the contractor and/or issuing a *Deficient Work Notification Form*. The contractor will correct any deficiency within two (2) hours after the inspection or, at the sole discretion of the PM, an acceptable, alternate time. If the Contractor fails to appear for an inspection or a deficiency is not corrected within the stated period of time, the PM contact may hire another janitorial service to correct the deficiency and deduct that cost from the next payment due under the contract.

If the contractor fails to correct the deficiency within the required time, this will be considered a valid deficiency claim and the PM will submit the Deficient Work Notification to the procurement office. The procurement office will issue a Cure Letter. This letter must identify the problem(s), citing relevant contract language and any corrective action required. This letter must also list the consequences for failing to correct the problem(s) and set a deadline after which the contractor may be found in default if corrective action is not taken.

If a contractor is issued more than two (2) Cure Letters in a 30 day period for the same deficiency, it will be grounds for the procurement officer to find the contractor in default and cancel the contract.

11. BUILDING SECURITY: As instructed by the PM or the facilities representative, the contractor shall turn off all designated lighting and lock doors and windows each workday. Contractor shall be briefed by the contracting agency or a representative on the security protocols including Key control for the facility(s) that are serviced under this contract.

12. RESTRICTED AREAS AND EXCEPTIONS: The Contractor may not have access to some areas requiring special attention. For example, access to some data processing/ telecommunication/computer areas may be limited to authorize personnel only. Some areas may be restricted from janitorial personnel during specific time frames and daily services in these spaces must be performed between specific hours as scheduled by the user agency occupants. Other spaces may require that the doors be immediately locked after completion of the janitorial services for that area.

13. SUPPLIES AND EQUIPMENT: The contractor will provide all equipment, labor, and supplies required to complete the work as specified in the contract. At all times, the contractor shall store enough consumable supplies at the site(s) to last a minimum of 3 weeks for a fully occupied building(s), all consumable supplies in the facility(s) supplied by contractor are considered property of the State.

Contractor will provide items such as but not limited to: Personal Protective Equipment, Dispenser towels, toilet paper, can liners, soaps, detergents, cleaning chemicals, carpet and hard floor maintenance products and equipment, towels, cloths, sponges, brushes, germicidal and fungicidal chemicals, vacuum cleaners, floor scrubbers, high speed buffers, carpet extraction machines, ladders, squeegees and light bulbs. Contractor shall provide a closed container for waste sanitary napkins (if not already installed). Contractor shall also furnish (cost to be borne by contractor), repair, and/or replace toilet-seat covers dispensers, tissue dispensers, paper towel dispensers, and soap dispensers in all areas serviced, if a dispenser is battery operated, batteries are to be changed before they are fully discharged. This is not an all-inclusive list of supplies and equipment required and by no means should be considered as the minimum items required. All ladders or other devices used to reach the surface of objects not otherwise accessible for the required cleaning operations shall be provided by the contractor, at no additional expense to the state; all such equipment shall be of sound construction, be firm and stable, and shall be maintained in good condition.

14. LIGHT BULBS: : All expended (burned out) light bulbs and fluorescent lamp tubes 10 feet or less in height shall be replaced each service day, (Exterior light bulbs shall be replaced by the State) any defective fixtures shall be reported via email to the PM by the following business day. Light bulbs shall be furnished by and the cost borne by the contractor. Bulbs and tubes must be rated in the 4100 light spectrum. Contractor shall manage and dispose of nonfunctioning bulbs in accordance with applicable regulations 40 CFR Parts 260 through 273 unless the contractor provides laboratory reports or other manufacturer documentation demonstrating brand, make and model does not qualify as a hazardous or universal waste. The PM must be made aware in a monthly report that is to be submitted with the monthly invoice showing how many bulbs were replaced (if none report shall indicate 0) the date and location including building and office (if applicable), whether disposed or recycled. Proof of where these bulbs were disposed as hazardous or recycled. For questions, the Hazardous Waste Manager can be contacted at (907) 428-7182.

The contractor will not use any equipment owned by the state or employees of the state.

14. PRODUCT QUALITY: Products quality must meet or exceed the following samples.

- Toilet paper - Bay West Double Soft Premium 2 Ply or better
- Can Liners - 24" X 23" .7 mil. Low Density or better
33" X 40" 1.5 mil. Low Density or better

15. SUPPLIES AND EQUIPMENT STORAGE: The contractor will supply all equipment needed to complete the duties and requirements outlined herein. The equipment must be kept clean and maintained in good operating condition and in sufficient quantities and sizes to adequately perform all services.

The Department of Military & Veterans Affairs when possible will provide a storage area for the contractor's supplies and equipment. Department of Military & Veterans Affairs will not assume any liability for materials and equipment stored on the premises.

16. Billings & Invoices: The contractor shall submit by the 10th of the following month an itemized invoice for services rendered and the Bulb Report for the previous month by facility and location, contractor can email invoice and the report to mvafmocontracts@alaska.gov which is the preferred method or by mail to Department of Military & Veterans Affairs, Facility Management Office, P.O. Box 5800, Fort Richardson, Alaska 99505-0549. Any questions pertaining to payments must be addressed to this office.

SCOPE OF SERVICES:

1. FACILITIES: The selected contractor shall furnish all necessary labor, supervision, equipment, supplies and materials required to perform the custodial services.

2. INITIAL SERVICES: In the first 30 days of the contract, contractor is required to perform an initial service for all tasks covered by this contract (exterior work may be excluded). Contractor and the Project Manager (PM) will set a schedule to complete all of the required tasks.

3. TRASH AND REFUSE REMOVAL: All interior and exterior trash receptacles shall be emptied each service and returned to their initial locations. Boxes and any other items placed near a trash receptacle and marked "TRASH" shall be removed. All can liners are to be replaced. Trash shall be disposed of in secured plastic bags. Trash shall be kept in a secondary container while inside the building to prevent spills and stains. The contractor shall pick up any trash that may fall onto the facilities grounds during removal from the building. The Department of Military & Veterans Affairs shall be responsible for emptying/collection service of the dumpsters.

Trash shall not be left in custodial closets or other areas overnight. In the event a spill occurs, the contractor is responsible for removing stains and spots on all surfaces, these surfaces include but are not limited to carpet, tile, concrete, and any other hard surfaces.

4. VACUUMING: High traffic carpeted areas will be vacuumed thoroughly each service other areas will be spot vacuumed, all areas will be cleaned utilizing a vacuum with a beater brush (back pack or hose type vacuum can be used on stairs, furniture and areas not accessible with a beater brush type vacuum). All carpeted areas are to be thoroughly vacuumed once a week. This includes but is not limited to under desks, behind doors and in corners. Upon completion all carpeted areas and furniture shall be neat, clean, free of debris, and have a uniform professional appearance.

5. CARPET, FABRIC AND CERAMIC TILE CLEANING: CARPETS/FABRIC: Carpets and fabric portions of furniture shall have a uniform appearance at all times, spots, stains and signs of heavy traffic/use shall be removed as they occur utilizing the manufacturers recommended methods; if stains wick through multiple cleanings will be required until the spots are removed. Deep clean steaming or shampooing will be performed on all carpets and fabric furniture a minimum of once every six months. Areas to be cleaned include but are not limited to under desks, along baseboards, in corners and behind doors.

CERAMIC TILE FLOORS: Tile (non-waxed) Floors shall be machine scrubbed when needed to maintain a clean and uniform appearance of the tiles and grout.

6. SWEEPING AND MOPPING: All non-carpeted floors shall be swept and mopped each service with a properly mixed solution that will not be harmful to a wax finish. After the floor has been swept, the entire floor surface, including corners, shall be free of litter, dust, foreign objects or debris. All accessible areas shall be mopped including chair mats. Trash receptacles, other items, etc. shall be moved to mop underneath, floor mats shall not be placed back on floor until it is dry. After mopping, the floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue, or any evidence of soil.

7. BUFFING: All coated floors will be polished (unless floor type or manufacturer specifications direct otherwise) with a high speed buffer (minimum 1500 RPM) to remove traffic marks and maintain luster of coatings once a week or more often if needed (contractor may need to add more wax to floor in order to maintain luster).

8. HARDFLOORS: All Hard floors (non-ceramic) will be maintained according to the type of flooring and/or manufacturer's specifications and frequency schedule in Section 20 (unless manufacturer's specifications direct otherwise). For waxed floors contractor shall use a high quality non-skid wax and maintain a minimum of 5 coats of wax, wax and any other coatings shall only be applied to the floor surface, any wax or other coatings on walls, thresholds or other surfaces must be removed.

9. RESTROOMS: Restrooms will be cleaned each service performing the following tasks:

- Clean and disinfect all toilets, urinals, flush handles, faucets, exposed piping sinks, shelves, showers, counter tops, walls and stall walls/ partitions shall be cleaned using a germicidal/disinfectant and if needed polish applied. Presence of scale is not acceptable.
- Sweep and Wet mop all floors with appropriate and properly diluted cleaner/disinfectant each service.
- All dispensers including paper towels, toilet paper, toilet seat protectors, soap dispensers will be cleaned and restocked when needed to prevent running out each time service is performed.
- Trash cans and sanitary napkin disposal units will be emptied and liners replaced each time service is performed. Sanitary Napkin Disposal bags are not to be reused.
- Mirrors, chrome/stainless steel fixtures and underneath portions of sinks shall be cleaned and polish applied (if applicable) each service.
- Urinals shall have a deodorizer and must be replaced when it no longer produces a fragrance, is damaged or unsightly.
- Ensure clean wet mops, dust mops, rags or disposable towels are used to perform cleaning.

After cleaning, surfaces shall be sanitary, free from streaks, stains, scale, deposits and rust stains.

10. DUSTING: Dust all horizontal and vertical surfaces up to six (6) feet in height: including but not limited to chairs, file cabinets, bookshelves, blinds and other types of office equipment all ledges and handrails once a week. All work related items such as; paperwork etc. shall be left undisturbed.

11. DRINKING FOUNTAINS: Germicidal/disinfectant will be used to clean and polish applied (except water spout) to all drinking fountains each service, hard water/calcium and other deposits are not acceptable.

12. GENERAL AREA CLEANING: Remove smudges, soils, fingerprints, marks, coffee spots, streaks, etc., each service from all washable horizontal and vertical surfaces including but not limited to: walls, countertops, tables, desks, sinks, doors, hardware, handrails, Office chairs, thresholds and kick plates. All surfaces shall have a clean uniform appearance, be free of streaks, spots and soils. Germicidal detergent shall be used in all applicable areas. All work related items such as; paperwork etc. shall be left undisturbed. If the facility has exercise equipment all equipment shall be cleaned and disinfected each service. All stainless steel shall be cleaned using an appropriate product and polish applied (no polish shall be applied on door handles/panic bars).

13. LOBBIES AND ENTRYWAYS: Clean all lobby/entry windows inside and out each service. No streaks or unwashed places will be visible. The exterior of entryways and mats shall be cleaned and kept free of debris, including stain removal from concrete or other hard surface.

14. WINDOWS: The interior and exterior sides of the windows shall be cleaned in accordance with the frequency schedule (item 20). Exterior portions of windows to be cleaned in spring (Lobby/Entry windows cleaned daily), date to be scheduled with PM. Wash windows and glass deflectors leaving no streaks or unwashed places. Wipe water spots from sills and frames. Use drop cloth as required protecting adjacent surfaces, fixtures, and furniture.

15. WASTEBASKET WASHING: Wastebaskets shall have a clean appearance free of stains, soils and odors and are to be cleaned with an appropriate cleaner as needed.

16. FLOOR MATS: Floor/Walk off mats shall be free of dirt and stains and will be vacuumed each service and shampooed every six (6) months and when needed to remove spots, stains and excess dirt/soil from heavy traffic.

17. CHANGES IN USE OF WORK AREA: In the event it is necessary to change the use of work area, which results in increased costs, the contractor may request a contract price adjustment for impacted services. Such requests shall be in writing, with before and after cost comparisons, and justify fully why the price adjustment is requested.

18. SPECIAL SPECIFICATIONS: The contractor shall meet with a representative or unit commander of the Department of Military & Veterans Affairs, upon request. The purpose of this meeting will be to review the Contractor's performance and/or monitor the frequency of services performed. If for some reason the facilities are being used on a 24-hour basis, the contractor shall only be responsible for the requirements under this contract. The Contractor shall report all facility maintenance problems including but not limited to leaks, electrical/lighting issues to the Department of Military & Veterans Affairs and the facility representative as soon as possible. Contractor shall also report any conditions which will prevent compliance with the contract.

19. HOLIDAYS: DMVA observes the following holidays, Columbus Day, Veterans Day, Thanksgiving, Christmas, New Years, Martin Luther King Day, President's Day, Memorial Day, Independence Day and Labor Day. If a holiday falls on a service day, services shall be performed the next DMVA working day.

20. FREQUENCY SCHEDULE FOR REQUIRED TASKS:

Task	Daily	Weekly	Monthly	Yearly	As Needed	Three Times Per Year	Two Times Per Year
Empty Trash	X						
Vacuuming	X						
Sweeping & Mopping	X						
Carpet/Fabric Cleaning (all)							X
Spot Cleaning Carpets/Fabric					X		
Entry Matts Cleaning					X		X
Main Floors Mopping	X						
Main Floors Buffing		X					
Main Floors Strip/Wax					X***		
Main Floors Scrub/Wax					X***		
Rest/Shower Rooms	X						
Rest/Shower Rooms floor scrubbing					X***		X***
Dusting		X					
Drinking Fountains	X						
Lobby/Entry Windows Interior & exterior	X						
Exterior Windows							X***
Interior Windows					X		
Wash Wastebaskets					X		
Replace Light bulbs					X		

*** To be scheduled with Project Manager

Workmanship and Materials: All work must be performed in a thorough and workmanlike manner and in accordance with current industry standards and practices.

KODIAK READINESS CENTER FLOOR PLAN



BID SCHEDULE

ITEM NO.	DESCRIPTION	QTY.	Unit Price (per service)	EXTENDED PRICE
1. A.	Readiness Center 2 times a week Daily, Weekly and Monthly Service (As defined in Scope of Work)	1 Month	\$ _____	\$ _____ per year
B.	Additional day	1 Day	-	\$ _____ per day
C.	Carpet Cleaning	1	-	\$ _____ per service
D.	Strip And Wax Floors	1	-	\$ _____ per service
E.	Wash Exterior Windows	1	-	\$ _____ per service
	Sub-Total for Items 1. A + B+ C+ D +E			\$ _____
			Total Cost	\$ _____
Authorized Signature: _____ Title: _____ email: _____ Phone: _____ FAX: _____		Bidders/Business Name & Address _____ _____ _____ _____		

ATTACHMENTS

1. Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction form.
2. DMVA FMO Federally Funded Contracts Supplemental Requirements.

BIDDER'S CHECKLIST

Bidders are strongly encouraged to use this checklist when assembling their bid package. **All required document must be received must be received by DMVA/DAS Procurement Office prior to the deadline for receipt of bids, or with the contractors bid package for their bid to be considered responsive:**

- ___ **1. Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form.**
One signed copy of the Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form for the bidder; and
- ___ **2. DMVA FMO Federally Funded Contracts Supplemental Requirements:**
One signed copy of the DMVA FMO Federally Funded Contracts Supplemental Requirements for the bidder; and
- ___ **3. MANDATORY RETURN Amendment(s).**
Written acknowledgement of any MANDATORY RETURN amendment(s) issued for this ITB; and
- ___ **4. Bid Schedules**
Completed and signed copy of the Bid Schedule; and
- ___ **5. Completed Page 1 of this ITB.**
One completed and signed copy of Page 1 of this ITB.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number _____ or the Cage Code _____.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving Federal funds. Failure to do so will result in cancellation of the contract

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

- **END OF Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions** -

Attachment #2

Section 801. Applicable Law.

The Successful Contractor will comply with the following Applicable Laws. To view any referenced Laws or Statutes in their entirety please contact the Project Manager.

Section 802. Governing Regulations.

This contract and the parties involved with this contract will comply with, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and NGR 5-1.

Section 803. Nondiscrimination.

This contract and the parties involved with this contract will comply with the following national policies prohibiting discrimination:

- A.** On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.
- B.** On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.
- C.** On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.
- D.** On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- E.** On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

Section 804. Lobbying.

- A.** The State covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.
- B.** The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Section 805. Drug-Free work Place.

This contract and the parties involved with this contract will comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

Section 806. Environmental Protection.

- A.** The contractor and all parties, under this contract, agree that its performance under this Agreement shall comply with:
 - i.** The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
 - ii.** Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
 - iii.** The Resources Conservation and Recovery Act (RCRA);
 - iv.** The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
 - v.** The National Environmental Policy Act (NEPA);
 - vi.** The Solid Waste Disposal Act (SWDA);
 - vii.** The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
 - viii.** To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
- B.** In accordance with the EPA rules, the party further agrees to also identify to the awarding agency (*State of Alaska \ Department of Military and Veterans Affairs \ Facilities Management Office*) any impact this award may have on:
 - i.** The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
 - ii.** Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
 - iii.** Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
 - iv.** Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
 - v.** Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
 - vi.** Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Section 807. Use of United States Flag Carriers.

- A.** The contractor and the parties involved, under this contract, agree that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
- B.** The contractor and the parties involved, under this contract, agree that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Section 808. Debarment and Suspension.

This contract and the parties involved will comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR Part 180, as implemented by the DoD in 2 CFR Part 1125. The State agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the State enters into transactions that are “covered transactions” under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR Part 1125.

Section 809. Buy American Act.

The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a, et seq.). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Section 810. Uniform Relocation Assistance and real Property Acquisition Policies

The State covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Section 811. Copeland “Anti-Kickback” Act.

The State and the contractor and all parties involved with this contract covenants and agrees that it will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland “Anti-Kickback” Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Section 812. Contract Work Hours and Safety Standards Act.

The State and the contractor and all parties involved with this contract covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

Section 813. Central Contractor Registration and Universal Identifier Requirements.

The contractor and all parties involved with this contract agree to comply with the Central Contractor Registration and Universal Identifier Requirements as indicated below:

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make sub awards under this award, you:

- i.** Must notify potential sub-recipients that no entity (see definition in paragraph C of this award term) may receive a sub-award from you unless the entity has provided its DUNS number to you.
- ii.** May not make a sub-award to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

- i.** Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the www.sam.gov Internet site.
- ii.** Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- iii.** Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a.** A Governmental organization, which is a State, local government, or Indian Tribe;
 - b.** A foreign public entity;
 - c.** A domestic or foreign nonprofit organization;
 - d.** A domestic or foreign for-profit organization; and
 - e.** A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.

- iv. Sub-award:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A sub-award may be provided through any legal agreement, including an agreement that you consider a contract.
- v. Sub-recipient means an entity that:
 - a. Receives a sub-award from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the sub-award.

Section 814. Reporting Sub-awards and Executive Compensation

The contractor agrees to comply with the Reporting Sub-awards and Executive Compensation requirements indicated below:

A. Reporting of first-tier sub-awards

- i. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).
- ii. Where and when to report.
 - a. You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrs.gov>.
 - b. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2012, the obligation must be reported by no later than December 31, 2012).
- iii. What to report. You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives.

- i. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received—
 - i) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,
 - ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,
 - a) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- ii. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - a. As part of your registration profile at <https://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Sub-recipient Executives

- i. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if—
 - a. in the sub-recipient's preceding fiscal year, the sub-recipient received--
 - i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
 - iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- ii. Where and when to report. You must report sub-recipient executive total compensation described in paragraph c.1. of this award term:
 - a. To the recipient.
 - b. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

D. Exemptions

- i. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- ii. Sub-awards; and,
 - a. The total compensation of the five most highly compensated executives of any sub-recipient.

E. Definitions. For purposes of this award term:

- i. Entity means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;

- Contractor Acknowledgement and Acceptance:**

Signature – Authorized Representative

Date _____