



# REQUEST FOR QUOTATION

## LEGISLATIVE AFFAIRS AGENCY PROCUREMENT AND SUPPLY SECTION

JC Kestel, Procurement Officer  
State Capitol, 120 4<sup>th</sup> St. Rm. 3  
Juneau, AK 99801-1182

PH: (907) 465-6705 TTY: (907) 465-4980

EMAIL: JC.Kestel@AKLeg.gov

**Bids must be received by September 27,  
2019 at 3 p.m.**

**RFQ No.: 636**

Page 1 of 8

Date 09/16/2019

### BIDDER NOTICE (This is NOT a Delivery Order or Contract)

This is an informal quotation that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing bid. The bid shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Mail Pages 1 and 8 of the RFQ by the above time and date to the address listed above or email Pages 1 and 8 of the RFQ to the email listed above. RFQ's received after the time and listed above may be rejected.

**LOCATION:** Juneau, Alaska

**PURCHASING AUTHORITY:** JC Kestel, Procurement Officer

### VENDOR QUOTATION

Item	Capitol Complex Window, Canopy, and Sky Bridge Cleaning	Qty	Unit	Unit Price	Extended Price
1.	<p><b>RFQ 636 – Window, Canopy, and Sky Bridge Cleaning</b></p> <p>The Legislative Affairs Agency is requesting proposals to clean the windows inside and outside, per the RFQ Specifications, at the State Capitol Building, the Terry Miller Legislative Office Building, the Thomas Stewart Legislative Office Building, the Sky Bridge connecting the State Capitol and Thomas Stewart Legislative Office Building, the State Capitol parking garage windows, the State Capitol courtyard canopies, and the Legislative Finance Office Building. The State Capitol Building is located at 120 4<sup>th</sup> Street, Juneau, Alaska, and is a six-story building. The Terry Miller Legislative Office Building is located at 129 6<sup>th</sup> Street, Juneau, Alaska, and is a three-story building. The Thomas Stewart Legislative Office Building is located at 206 4<sup>th</sup> Street, Juneau, Alaska, and is a four-story building. The Legislative Finance Office Building is located at 430 Main Street and is a two-story building.</p> <p><b>**Please see Page 8 for mandatory site visit information**</b></p> <p>Please complete and enter pricing info on page 8 of this RFQ and return with this page 1 of the RFQ when submitting your proposal.</p>				

### THIS SECTION MUST BE COMPLETED BY BIDDER

Bidder Name	Address	City	State	ZIP Code	Phone Number
Alaska Business License No.	Vendor Tax I.D. No.	Do you qualify for Alaska Bidders' Preference? [ ] Yes [ ] No			

Signature

Date

Typed Name and Title

## **INSTRUCTIONS TO BIDDERS**

1. Bidders shall carefully review this RFQ for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the Procurement Officer three (3) days before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of Bidders' prices. Bidders' comments should be sent to JC Kestel who is listed on the front of this RFQ.
2. Bidders must use Pages 1 and 8 of this RFQ for submitting quotes. A quote on a photocopied form may be submitted.
3. The Alaska State Legislature 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 submit a RFQ should contact JC Kestel, Procurement Officer, Legislative Affairs Agency, at JC.Kestel@AKLeg.gov, (907) 465-6705 - Voice, or (907) 465-4980 - TTY within a reasonable time, as determined by the Agency, before the RFQs are due, to make any necessary arrangements.
4. If the total Contract amount is over \$35,000, assignment or transfer of the Contract entered into as a result of this Request for Quotation is subject to Sec. 160 of the Procurement Procedures of the Alaska State Legislature.
5. Quotations shall be signed where applicable and received at no later than as indicated on Page 1 of this RFQ.
6. Alaska Business License and Other Required Licenses: At the time the bids are opened, all Bidders must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Bids must be submitted under the name that appears on the person's current Alaska business license in order to be considered responsive. A bidder must write the bidder's business license number on the Bid Form. The bidder must have a valid Alaska business license when the bid is submitted or submit one of the following forms of evidence of an Alaska business license with this bid: (a) a canceled check for the business license fee; (b) a copy of a business license application with a receipt date stamp from the state's business license office; (c) a receipt from the state's business license office for the license fee; (d) a copy of the bidder's valid business license; or (e) a sworn notarized affidavit that the bidder has applied and paid for a business license. Bidders should contact the Department of Commerce, Community, and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, (907) 465-2550, for information on these licenses.
7. Prices quoted shall be in U.S. funds.
8. All bids shall be submitted exclusive of Federal, State and local taxes.
9. In addition to the other more specific indemnification requirements of this RFQ, the Bidder shall indemnify, save harmless, and defend the Agency, and its officers, agents, employees, and invitees from a claim or action for injury or damage arising directly or indirectly from the bidder's performance of this Contract, including, but not limited to, any costs, attorney fees, and other expenses related to the claim or action.
10. Insurance: Without limiting the Successful Bidder's indemnification responsibilities under sec. 9 of these Instructions to Bidders, it is agreed that the Successful Bidder shall purchase at its own expense and maintain in force at all times during the Contract the following insurance:

- a) workers' compensation insurance as required by AS 23.30.045(d) for all employees engaged in work under the Contract and as required by any other applicable law; the Successful Bidder will be responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under this Contract; this coverage must include a waiver of subrogation against the State of Alaska;
- b) comprehensive general liability insurance covering all business premises of, and operations by or on behalf of, the Successful Bidder in the performance of the Contract, including, but not limited to, blanket Contractual coverage, products coverage, premises and operations coverage, independent contractors coverage, broad form property damage endorsement, and personal injury endorsement; the policy must have minimum coverage limits of \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable; unless waived by the Agency, the insurance policy shall name the Agency as an additional insured;
- c) commercial automobile liability insurance covering all vehicles used by the Successful Bidder or any subcontractor who directly or indirectly provides services under this Contract in the performance of the Contract, with minimum coverage limits of \$500,000 combined single limit per occurrence;

Upon final award the Successful Bidder will be required, after receiving written notification from the Agency, to submit within five (5) working days, a certificate of insurance for the insurance identified in a) – c) above. Each of the required insurance policies must provide for the Agency to receive a 30-day prior notice of any cancellation. Where specific limits are shown above, it is understood that they are the minimum acceptable limits. If a policy contains higher limits, the Agency will be entitled to coverage to the extent of the higher limits. All insurance policies must comply with, and be issued by, insurers licensed to transact the business of insurance in Alaska or in another state.

All insurance shall be considered to be primary and non-contributory to any other insurance carried by the Agency through self-insurance or otherwise.

In addition to providing the above coverages, the Bidder shall require that all indemnities obtained from any Subcontractors be extended to include the Agency as an additional named indemnitee. The Bidder shall further require that the Agency be named as an additional insured on all liability insurance policies maintained by all Subcontractors under their Contracts with the Bidder, and that an appropriate waiver of subrogation in favor of the Agency be obtained with respect to all other insurance policies.

The Successful Bidder shall provide evidence of continuous coverage by submitting, without reminder, a renewal certificate of insurance annually to the Agency for the life of the Contract.

11. Alaska Bidder: In addition to other preferences allowed the bidder under this RFQ, an Alaska bidder will receive a five percent (5%) preference. An Alaska bidder is a bidder who: (a) holds a current Alaska business license; (b) submits a bid for the Contract under the name as appearing on the person's current Alaska business license; (c) has maintained a place of business in the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the opening date of this bid; (d) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and (e) if a joint venture, is composed entirely of ventures that qualify under (a) - (d) of this paragraph. Check the box on Page 1 of this RFQ to indicate your eligibility.

12. In addition to the other requirements of this RFQ, the Bidder must comply with all applicable Federal and State labor, wage/hour, safety and other laws which have a bearing on the Contract, and must have all licenses and permits required by the Federal, State and/or municipality for performance of the Contract covered by this Request for Quotation. The Bidder must pay all fees associated with the licenses and permits required for performance of the Contract. The Bidder shall pay all Federal, State, and local taxes incurred by the Bidder, in the performance of the Contract covered by this Request for Quotation.

13. Human Trafficking: By the Bidder's signature on Pages 1 and 8 of this RFQ, 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.

In addition, if the Bidder conducts business in, but is not headquartered in, a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report, a certified copy of the Bidder's policy against human trafficking must be submitted to the Agency prior to Contract award.

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/rls/tiprpt>.

If a Bidder is or becomes headquartered in a Tier 3 country, or fails to comply with this sec.12, the Agency may reject the Bidder's bid as non-responsive, cancel intent to award to the Bidder, or cancel the resulting Contract to the Bidder.

14. In case of a breach of the Contract, for whatever reason, by the Bidder, the Agency may procure the services and materials from other sources and hold the Bidder responsible for damages resulting from the breach.

15. Additional Terms and Conditions: The Agency reserves the right to include additional terms and conditions in the Contract.

16. Execution of this Contract by the Legislative Affairs Agency Executive Director or her designee hereby constitutes a certification that funds are available in an appropriation to pay for the Agency's monetary obligations under the Contract through June 30, 2020. The availability of funds to pay for the Agency's monetary obligations under the Contract after June 30, 2020, is contingent upon the appropriation of funds for the particular fiscal year involved. In addition to any other right of the Agency under this Contract to terminate the Contract, if, in the judgment of the Legislative Affairs Agency Executive Director, sufficient funds are not appropriated, the Contract will be terminated by the Agency without liability to the Agency for the termination, or amended. To terminate under this section, the Agency shall provide notice of the termination to the Bidder.

17. This RFQ does not obligate the Agency to award a Contract or to pay any costs incurred in the preparation of a quotation. If the amount of the proposed Contract under this RFQ exceeds \$35,000.00, this RFQ may be canceled as provided in sec. 120 of the Procurement Procedures of the Alaska State Legislature. If the amount of the proposed Contract under this RFQ does not exceed \$35,000.00, this RFQ may be canceled when in the best interest of the Agency. Among the reasons that justify cancellation is if all of the responsive quotes for this RFQ exceed the funds available for the Contract.

18. If the amount of the proposed Contract under this RFQ exceeds \$35,000.00 or is subsequently amended to exceed \$35,000.00, this Request for Quotation is subject to the Procurement Procedures of the Alaska State Legislature.

19. An individual quotation may be rejected in whole or in part when in the best interest of the Agency, and is subject, if the amount of the proposed Contract under this RFQ exceeds \$35,000.00, to sec. 130 of the Procurement Procedures of the Alaska State Legislature.
20. The resulting Contract may be terminated by the Agency upon delivery of written notice to the Contractor. If this Contract is so terminated and the termination is not based on a breach by the Contractor, the Contractor shall be compensated for services and supplies provided under the terms of this Contract to the date of termination if the Contractor provides the Agency with a written work report or billing for the work performed under this Contract for the period from the date of any previous work report or billing to the date of termination.
21. At no additional cost to the Agency beyond the amount of the RFQ, the Contractor shall pay all labor, materials, equipment, and other expenses that are necessary for the Contractor to carry out the Contractor's obligations under the Contract.
22. Format of Contract: The Contract entered into as a result of this RFQ will be in the format desired by the Agency.
23. In the event that the parties to the resulting Contract find it necessary to litigate the terms of the Contract, venue shall be State of Alaska, First Judicial District, at Juneau, and the Contract shall be interpreted according to the laws of Alaska.
24. For the purpose of award, offers made in accordance with this Request for Quotation shall be good and firm for a period of thirty (30) days from the date of RFQ opening, even though the Contract is awarded during this period, unless the Bidder specifically limits the offer to a shorter period by written notification on the RFQ documents. However, a RFQ so modified may be declared non-responsive.
25. By signature on Page 1 of this RFQ, the Bidder certifies that the Bidder is (1) complying with the applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, AS 18.80.200-18.80.295 and the regulations issued under those laws; and (2) agrees to comply with all terms and conditions set out in this Request for Quotation. If a Bidder fails to comply with any of these requirements, the Agency reserves the right to disregard the quote.

## **RFQ SPECIFICATIONS**

The Legislative Affairs Agency is requesting proposals to clean the windows inside and outside at the State Capitol Building, the Terry Miller Legislative Office Building, the Thomas Stewart Legislative Office Building, the Sky Bridge connecting the State Capitol and Thomas Stewart Legislative Office Building, the State Capitol parking garage windows, the State Capitol courtyard canopies, and the Legislative Finance Office Building. The State Capitol Building is located at 120 4th Street, Juneau, Alaska, and is a six-story building. The Terry Miller Legislative Office Building is located at 129 6<sup>th</sup> Street, Juneau, Alaska, and is a three-story building. The Thomas Stewart Legislative Office Building is located at 206 4<sup>th</sup> Street, Juneau, Alaska, and is a four-story building. The Legislative Finance Office Building is located at 430 Main Street and is a two-story building.

The work consists of cleaning two times per year the following: (1) approximately 225 windows, inside and outside, at the State Capitol Building; (2) approximately 150 windows, inside and outside, at the Terry Miller Legislative Office Building; (3) approximately 55 windows, inside and outside, at the Thomas Stewart Legislative Office Building; (4) approximately 18 windows, inside and outside, on the Sky Bridge connecting the State Capitol and Thomas Stewart Legislative Office Building; (5) the State Capitol parking garage windows inside and outside; (6) the inside and outside of the State Capitol courtyard canopies; and (7) approximately 14 windows, inside and outside, at the Legislative Finance Office Building.

The Successful Offeror is responsible for, at no additional cost to the Agency beyond the amount of the proposal, all labor, materials, equipment, and other expenses that are necessary for the Successful Offeror to perform the Successful Offeror's obligations under this Contract.

The first window cleaning for all buildings, garage, sky bridge, and canopies must be performed between October 15, 2019, and January 5, 2020.

The second window cleaning for all buildings, garage, sky bridge, and canopies must be performed between March 1, 2020, and April 30, 2020.

The initial Contract will be for three years. The Agency will have three (3), one-year renewal options, at the Agency's option, to be exercised in writing by the Agency at least thirty (30) days before the end of the initial term. Work under the renewal options for all buildings will be performed between October and January for the first cleaning and March and April for the second cleaning. Prices shall remain firm through the first year of service. Each subsequent year, as approved by the Project Director, will have a three (3) percent increase. This increase is not automatic and must be approved by the Project Director.

Offerors must have at least two (2) years of experience cleaning multi-story-building windows. Offerors must submit with their proposal references stating the contact name, telephone number, and dates of the most recent two years of experience. Proposals may be rejected if proposals are submitted without the required references.

Reasonable use of the water in the State Capitol Building, Terry Miller Legislative Office Building, Thomas Stewart Legislative Office Building, and the Legislative Finance Office Building, as required for the work, will be permitted at no cost to the Successful Offeror. The Successful Offeror shall coordinate usage with the Project Director.

All buildings will be occupied during the Contract period. The Successful Offeror will cooperate with the Agency during the work to minimize conflicts and facilitate occupants' usage. The Successful Offeror will perform the work so as not to interfere with the occupants' operations. The Successful Offeror will provide a minimum of forty-eight (48) hours advance notice to the Agency of work activities that will affect occupants' normal operations.

The Project Director is John Cayce, Building Manager, for the Legislative Affairs Agency. He is located at the State Capitol, Room 12, Juneau, Alaska. His telephone number is (907) 465-3708.

The Work shall be performed in a professional, skilled manner and must comply with the best practices of the trade.

Pre-bid Meeting and Site Visit with Project Director: All Prospective Offerors are required to attend a pre-bid meeting and site visit with the Project Director. This pre-bid meeting and site visit will be held on **Friday, September 20, 2019 at 10:00 am**. To attend, Contractors must assemble with the Project Director at the State Capitol, 120 4<sup>th</sup> Street, Rm 12, Juneau, Alaska. A proposal that is submitted by an Offeror who fails to attend the mandatory pre-bid meeting and site visit will not be considered.

**PROPOSAL FORM**

The Offeror hereby offers its services to the Agency in accordance with the terms and conditions set forth in this Request for Quotes. The following information must be provided in its entirety. Failure to complete all requested information below may result in the proposal being declared non-responsive.

NAME OF OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

Business License Number (or evidence of an Alaska business license as allowed per sec. 6 of the Instructions to Bidders): \_\_\_\_\_

Indicate if you qualify as an Alaska Offeror    ☐ Yes    ☐ No (See RFQ for criteria to qualify)

The bidder hereby offers the price listed below in accordance with the RFQ requirements. Award will be made to the Contractor with the lowest total Bid price listed in item number 1.

1. Total price for first year of cleaning the windows inside and outside twice during the Contract as specified in the RFQ at the State Capitol Building, the Terry Miller Legislative Office Building, the Thomas Stewart Legislative Office Building, the Sky Bridge connecting the State Capitol and Thomas Stewart Legislative Office Building, the State Capitol parking garage windows, the State Capitol courtyard canopies, and the Legislative Finance Office Building.

\$ \_\_\_\_\_

\* \* \* \* \*

By signature on this Proposal Form, the Offeror certifies that the Offeror is (1) complying with the applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, AS 18.80.200-18.80.295, and the regulations issued under each of those laws; and (2) agrees to comply with all terms and conditions set out in this Request for Proposals.

NAME OF OFFEROR: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

PRINTED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_