

REQUEST FOR QUOTATIONS

Department of Military and Veterans Affairs

Title: Janitorial Service for AMYA Medical Facility

Deadline for Responses: No later than 2:00 P.M. Alaska Time, January 27, 2020

Solicitation Number: RFQ 200000035 Date of Issue: January 14, 2020

Bid Receiving Location: DMVA/DAS Procurement ATTN: RFQ 200000035 PO Box 5800 49000 Army Guard Rd Suite B105B JBER, AK 99505

VENDOR NOTICE (This is NOT a Purchase Order)

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 a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Procurement Officer's name and the RFQ number on the outside of the return envelope.

DELIVERY LOCATION: AMYA Medical Facility, Camp Carroll, Bldg. 60710, Joint Base Elmendorf-Richardson, AK 99505 Procurement Officer: Bobbi Brauneis Phone 907-428-7224 MvaDasProcurement@alaska.gov

Purpose of Solicitation

Janitorial Service for AMYA Medical Facility

Requirement. The State of Alaska, Department of Military and Veterans Affairs (DMVA), Alaska Military Youth Academy (AMYA), is seeking competitive quotes for a qualified contractor to provide cleaning and aseptic disinfecting services for the AMYA Medical Facility as outlined in this RFQ.

Period of Performance. The initial period of performance for a contract resulting from this RFQ will be one year from date of award. There may be two (2), 1-year renewal options for this contract, which will be exercised at the sole discretion of the State, subject to legislative funding.

Method of Award. Award will be made as ONE LOT to the lowest responsive and responsible bidder. Bidders must bid on all items within the Bid Schedule to be considered responsive. Pages 1, 11 & 14 of this RFQ MUST be completed and returned to be considered responsive.

Questions. All questions concerning this RFQ or the contents therein must be in writing and directed to DMVA/DAS Procurement via EMAIL to MvaDasProcurement@alaska.gov by 4:00 P.M. Alaska Time on January 21, 2020

Continued on Next Page.

THIS SECTION MUST BE COMPLETED BY VENDOR							
Company Name	Address		City	State	ZIP Code	Phone Number	
Email Address:	Contact Name:		Contact Email:				
Alaska Business License No:	IRIS Vendor Number:			Federal Tax ID Number:			
Company Authorized Representative:							
Signature & Date		Typed Name and Title					

Instructions to Bidders

Terms and Conditions

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

- **1. QUOTATION FORMS:** Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.
- **2. SUBMISSION:** Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.
- **3. QUOTE REJECTION:** The State reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.
- **4. EXTENSION OF PRICES:** In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.
- **5. ALASKA PROCUREMENT CODE:** The Procurement Code (AS.36.30) and its Regulations (2 AAC Ch. 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC Ch. 12 are available at most public libraries and legislative information offices; and both are available for review at Alaska State Purchasing Offices.
- **6. PRICES:** The offeror shall state prices in the units of issue on this RFQ. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:
 - Coal Internal Revenue Code of 1986 (IRC), Section 4121 on the purchase of coal;
 - "Gas Guzzler" IRC, Section 4064 on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
 - Air Cargo IRC, Section 4271 on the purchase of property transportation services by air;
 - Air Passenger IRC, Section 4261 on the purchase of passenger transportation services by air carriers;
 - Leaking Underground Storage Tank Trust Fund Tax (LUST) IRC, Section 4081 on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.
- **7. PAYMENT FOR STATE PURCHASES:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement which establishes a lower interest rate or precludes the charging of interest.
- **8. PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you quote. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or

services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.

- **9. VENDOR TAX ID NUMBER:** If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.
- **10. 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.
- 11. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- **12. TITLE:** Title passes to the State for each item at FOB destination.
- **13. FILING A PROTEST:** An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.
- **14. COMPLIANCE:** In the performance of a contract that results from this RFQ, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
- **15. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- **16. SPECIFICATIONS:** Unless otherwise specified in the RFQ, product brand names or model numbers are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.
- **17. FIRM OFFER:** For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of ninety (90) days from the date of quote opening.
- **18. QUOTE PREPARATION COSTS:** The State is not liable for any costs incurred by the offeror in quote preparation.
- **19. CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low quote of \$50 or less may, at the discretion of the State, be awarded to the next low offeror receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST" above.

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

- **21. 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.
- **22. ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the procurement officer of the contracting agency. Quotes that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- 23. SUBCONTRACTOR(S): Will not be authorized.
- **24. FORCE MAJEURE** (Impossibility to perform): The parties to a contract resulting from this RFQ are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- **25. LATE QUOTES:** Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.
- **26. CONTRACT EXTENSION:** Unless otherwise provided in this RFQ, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- **27. 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.
- **28. DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this RFQ that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 632.
- **29. GOVERNING LAW; FORUM SELECTION:** A contract resulting from this RFQ is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 29 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.
- **30. CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third-party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this quote the offeror certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor, Labor

Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

- **31. CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this RFQ, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
- **32. ORDER DOCUMENTS:** Except as specifically allowed under this RFQ, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this RFQ. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this RFQ.
- **33. BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
- **34. OFFERORS WITH DISABILITIES:** The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFQ as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.
- **35. COMPLIANCE WITH ADA:** By signature of their quote the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.
- **36. 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 30-day prior notice of cancellation, non--renewal or material change of conditions. 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:

<u>Workers' Compensation Insurance</u>: 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.

<u>Commercial General Liability Insurance</u>: 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.

<u>Commercial Automobile Liability Insurance</u>: 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-responsive and to reject the bid.

Specifications and Requirements

Federal Compliance Requirements. This solicitation, or the contract resulting form this solicitation, may involve federal funding. Funding compliance is a follows:

- **1. 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 proposal, by the offeror, that they have not been debarred or suspended from doing business with the federal government. The attached Certification regarding Debarment, Suspension, ineligible and Voluntary Exclusion Lower Tier Covered Transactions must be completed and submitted with your quote.
- **2. SAM Registration**. Bidders must be registered in the Federal System for Award Management (SAM) before award of a contract resulting from this RFQ. Registration is free and can be done at https://www.sam.gov/SAM/ It is strongly recommended that bidders register with SAM before submitting a quote in response to this RFQ. Failure to register with SAM before submitting a quote will not impact evaluation of quotes received in response to this RFQ, however, it may delay award of the contract and of any orders placed under the contract until proof of registration is confirmed by the DMVA/DAS Procurement Office.
- **3. Anti-Terrorism Training**. A contract under this solicitation may involve access to, or performance of work on, a federal military installation. In the interest of safety and security of the installation, the State of Alaska, Department of Military and Veterans Affairs, asks that contractors, subcontractors, and their employees complete Anti-Terrorism Level I training prior to beginning any work on a contract resulting from this solicitation. The online based training is free and can be accessed at https://jko.jten.mil/courses/atl1/launch.html. Failure of a contractor, subcontractor, or their employees to complete this training will not impact evaluation or award of a contract resulting from this solicitation.
- 4. 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.

Preferences. Because federal funds will be used in the procurement of products under a contract resulting from this RFQ, State of Alaska Offeror, Bidder, Veteran and other preferences will not apply.

Total Contract Cost. This solicitation is being done under the Small Procurement requirements of Alaska Statute 36.30, Alaska Procurement Regulation 2 AAC 12, and Alaska Administrative Manual 81.

Supporting Information. The State reserves the right to request supporting information and/or samples of the product(s) offered in response to this RFQ at its sole discretion. Supporting information provided must have enough detail for the State to determine that the offered product meets the minimum specifications of this RFQ. Failure to provide any requested information or samples within the timeframe designated by the Procurement Officer may result in the cancelation of the contract and award to the next lowest bidder.

Method of Award. Award will be made as **ONE LOT** base on Total Cost to the lowest responsive and responsible bidder. Bidders must bid on all items on the Bid Schedule to be considered responsive. Failure to bid on all items will result in rejection of the quote. The State anticipates awarding a contract within 5 business days after quote closing date.

Contract Cancellation. The State reserves the right to cancel the contract at its convenience upon 30 calendar day's written notice to the contractor. The State is liable only for payment of supplies provided before the effective date of termination.

Submitting Quotes Electronically. Quotes should be emailed to MvaDasProcurement@alaska.gov, no later than the date and time listed on page one of this RFQ as the deadline for receipt of quotes, and must contain the RFQ number in the subject line of the email. Emailed quotes must be submitted as an attachment in PDF format. Please note the maximum size of a single email (including all text and attachments) sent to the state is 8mb (megabytes). If the email containing the quote exceeds this size, the quote must be sent in multiple emails each less than 8mb and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the offeror's responsibility to contact the issuing office at (907) 428-7224 to confirm the quote has been received. Failure to follow the above instructions may result in the quote being found non-responsive and rejected.

A reminder -- late quotes will not be accepted unless the delay is due to an error of the contracting agency.

To be considered for contract award, your firm must create a vendor account in the State's IRIS system (Integrated Resource Information System) https://iris-vss.alaska.gov/webapp/PRDVSS1X1/AltSelfService

Contract Prices. Contract prices are to remain firm for the initial year of the contract and the possible two 1-year renewal options. Offered cost per service for each line item must include all charges or cost associated with the performance of these services. See item 7 of the attached Instructions to Bidders Terms and Conditions for additional information regarding pricing.

Questions. All questions concerning this RFQ must be in writing and directed to MvaDasProcurement@alaska.gov. All question must be received by 4:00 P.M Alaska time on January 21, 2020.

Payment. Payment to be made NET 30 days upon receipt of the services and the contractor's original invoice.

Invoices: The contractor(s) must submit monthly itemized invoices by the fourth (4th) day of the following month directly to each state agency that uses the contract(s). Payment will only be made by the client state agencies directly to the contractors.

Insurance. The contractor is to provide the State with a copy of their insurance policy as specified by the terms and conditions attached to this RFQ. Insurance is to be provided prior to the start of a contract resulting from this RFQ.

Scope of Work

A. General Conditions.

- **1. Background.** The Alaska Military Youth Academy is a residential school for at-risk teenagers. The Academy holds two, 22-week, classes annually, with a cycle break between each class. The winter class begins approximately October 1st and ends approximately March 1st, while the spring class begins approximately April 1st and ends approximately September 1st.
- **2. Location.** The AMYA Medical Facility is located on Camp Carroll in Building 60710. Camp Carroll is an Alaska National Guard training site located on the Fort Richardson side of Joint Base Elmendorf-Richardson. The building has *approximately 1260 square feet of affected floor space*. Within the space are 2 offices, waiting area, 2 exam rooms, storage room, bathroom with a toilet, sink, and hallway. There is also a mechanical room which is not required to be cleaned. Floors are all tile -- there is no carpet in the building.

3. Background Checks. DMVA may require identification, fingerprints, or conduct investigations of the successful bidder's employees performing work on a contract resulting from this solicitation. At a minimum, Social Security Number will be required for all contract employees.

All contractors will be vetted through the 673rd Security Forces for any long-term passes.

- **4. 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.
- **5. Presence of Non-Employees.** Contractor shall not allow persons that are not employees, including minors or other family members, of the Contractor and/or employees, on the Project site during contract work hours. Non-employees are prohibited from performing any work under this contract.
- **6. Safety Data Sheets.** 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 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 and contractor's employees, including but not limited to, building structures, contents, or personal property. Any incident shall be reported within one (1) hour of the incident to the facilities representative and the PM.

- **8. Equipment.** The equipment must be suitable for the requirements of this contract and must meet all pertinent Federal and State Safety Regulations. Each and every piece of equipment is subject to State and Federal Inspections at any time during the life of this contract.
- **9. Inspection of Work.** The contractor, or contractor's 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.** Correction of Deficiencies. All corrections will be required to be accomplished between 6:00 a.m. and 3:30 p.m. Alaska Time on the same day of the inspection. Any carryover of noncorrected deficiencies will result in issuance of a Cure Letter from the DMVA Procurement Office. If the contractor is issued three (3) Cure Letters within a sixty (60) day period, it may be grounds for the Procurement Officer to find the contractor in default and cancel the contract.
- 11. Safe Practice. Acceptable safe practices must be followed in the performance of the work. The contractor must comply with all standards prescribed by the State of Alaska. Department of Labor, and Division of Labor Standards and Safety.

B. General Specifications.

- 1. Weekly Services. Contractor is to perform twice weekly standard janitorial services after 4:00 p.m. every Wednesday and Sunday throughout the contract period. Work performed WILL NOT require contractor to handle infectious waste, bodily fluids, or sharps. Services to be performed on both Wednesday and Sunday include, but are not limited to:
 - a. sweep and vacuum all floors (moving carpets to accomplish task)
 - b. mop floors
 - c. emptying all garbage cans;
 - d. cleaning bathroom surfaces to include but not limited to sink, toilet, light switches, mirror, walls, and floors with a disinfectant;
 - e. stock bathroom supplies (toilet paper, paper towels, soap, and trash bags)
 - f. stock supplies in exam rooms (paper towels, soap, and trash bags)
 - g. wipe window sills

Items do not have to be removed from furniture for cleaning -- only the bare surface areas need to be cleaned.

Cleaning of the medical exam tables will be done by medical staff; however, the contractor is responsible for cleaning all other surfaces within the exam rooms.

Cleaning of the medications room will be done only under the direct supervision of the Medical staff.

2. Quarterly Services. Contractor will be required to perform the following quarterly services:

a. during the last week of September, December, March and June, completely strip and wax all floors AND steam or otherwise deep clean/sanitize the fabric chairs in the waiting room.

Contractor is to remove small items such as chairs, garbage cans, etc. but is not to remove large items such as filing cabinets, desks, etc., before performing quarterly services.

- **3. Supplies and Materials.** Contractor is to provide all cleaning supplies, disinfectants, chemicals, materials, equipment, staff, supervision, and other supplies, equipment, and materials required to perform required services.
- **4. Workmanship.** All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. 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.
- **5. Minimum Wage Requirements.** The minimum wage requirements for a contract resulting from this RFQ will be as set by law.

Offeror's Checklist

Bidders are strongly encouraged to use this checklist when assembling their bid package. All required documents must be received within DMVA/DAS Procurement Office prior to the deadline set for receipt of bids for your bid to be considered responsive:

____ 1. Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form. (Pg 11)

One signed copy of the Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form for the bidder; and

2. MANDATORY RETURN Amendment(s).

Written acknowledgement of any MANDATORY RETURN amendment(s) issued for this RFQ; and

____ 3. Bid Schedule and Bidder Information. (Pg 14)

One completed and signed copy of the Bid Schedule with Bidder Information attached to this RFQ. (Quotes must be received by the DMVA DAS procurement office no later than 2:00 p.m. Alaska Time on January 27, 2020 to be considered responsive. Late quotes will not be accepted unless the delay is due to an error of the contracting agency). ; and

__ 4. Completed Vendor Information Page. (Pg 1)

One completed and signed copy of Page 1 of this RFQ.

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 CERTIFICAT	ION)

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. Failure to do so will resu

ılt in cancellation of the contract.

Instructions for Certification

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.

APPENDIX B1

INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

- **2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- **2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- **2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

Bid Schedule

Offeror must provide a quote on all lines on the Bid Schedule to be considered responsible. Failure to offer a cost per services for all line items will result in the rejection of the bid.

1. Cost to provide weekly cleaning and aseptic disinfecting services a	as specified in the RFQ:
\$ per week (Pg. 9 Item 1) x 52 weeks = \$	
2. Cost to provide quarterly cleaning services as specified in the RFQ	:
\$per quarter (Pg. 9 Item 2) x 4 quarters = \$	
3. Total Yearly Contract Cost, (Sum of Lines 1 & 2): \$ Company Name:	
(Printed)	_
Authorized Representative:(Printed Name)	_
Authorized Representative Signature:	Date:

---END---