

# INVITATION TO BID

ITB No: 2520F008



## STATE OF ALASKA

Department of Transportation & Public  
Facilities  
Facilities Contracting and Procurement  
3132 Channel Drive, Suite 350  
Juneau, Alaska 99811-2500

**THIS IS NOT AN ORDER**

**DATE ITB ISSUED: January 17, 2020**

**ITB TITLE: Annual Carpet Cleaning, Juneau Core Buildings**

**SEALED BIDS MUST BE SUBMITTED TO THE DIVISION OF FACILITIES SERVICES CONTRACTING AND PROCUREMENT. BIDS MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 2:00 PM ON FEBRUARY 11, 2020, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.**

**DELIVERY LOCATION: SEE BID**

**DELIVERY DATE: SEE BID**

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

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

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

- (1) the Bidder has a valid Alaska business license, or will obtain one prior to award of any contract resulting from this ITB. If the Bidder possesses a valid Alaska business license, the license number must be written below or one of the following forms of evidence must be submitted with the bid:
  - a canceled check for the business license fee;
  - a copy of the business license application with a receipt date stamp from the State's business license office;
  - a receipt from the State's business license office for the license fee;
  - a copy of the Bidder's valid business license;
  - a sworn notarized 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 (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. If a Bidder fails to comply with (2) of this paragraph, the State may reject the bid, terminate the contract, or consider the contractor in default. Bids must be also submitted under the name as appearing on the Bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

John White  
PROCUREMENT OFFICER

EMAIL: John.white@alaska.gov

PHONE: 907-465-8223

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

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

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

\_\_\_\_\_  
DATE

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

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

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

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

\*SEE ITB FOR EXPLANATION OF CRITERIA  
TO QUALIFY

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

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

## STANDARD TERMS & 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	
STATE OF ALASKA Department of Transportation & Public Facilities Facilities Contracting and Procurement 3132 Channel Drive, Suite 350	
<b><u>Physical:</u></b> 3132 Channel Drive, Suite 350 Juneau, Alaska 99801	<b><u>Mailing:</u></b> P.O. Box 112500 Juneau, Alaska 99811-2500
ITB No.: <b>2520F008</b>	
Opening Date: February 11, 2020 @ 2:00 PM	

**4. ELECTRONIC BID SUBMISSION:** Bids may be emailed to [John.White@alaska.gov](mailto:John.White@alaska.gov), no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The State is not responsible for unreadable, corrupt, or missing attachments. It is the Bidder's responsibility to contact the issuing office at (907) 465-8448 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.

**5. 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:

- 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.

**6. 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.

**7. 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.

## STANDARD TERMS & CONDITIONS

**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):** Within five (5) working days of notice from the state, the apparent low Bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

**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.

## STANDARD TERMS & CONDITIONS

### PREFERENCES:

**1. ALASKA BIDDER PREFERENCE:** Award will be made to the lowest responsive and responsible Bidder after an Alaska Bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole 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, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

**2. ALASKA VETERAN PREFERENCE:** If a Bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The Bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public - AS 36.30.321(i).

**3. USE OF LOCAL FOREST PRODUCTS:** In a project financed by State money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

**4. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE:** When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

**5. ALASKA PRODUCT PREFERENCE:** A Bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

**6. EMPLOYMENT PROGRAM PREFERENCE:** If a Bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

**7. ALASKANS WITH DISABILITIES PREFERENCE:** If a Bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A Bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

**8. PREFERENCE QUALIFICATION LETTER:** Regarding preferences 6 and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a Bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a Bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

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

**ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:** Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

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.

**Note:** Out-of-state business may obtain a business license online, through the Division of Corporations, Business, and Professional Licensing located here: <http://commerce.alaska.gov/dnn/cbpl/Home.aspx>. If any questions in regards to licensing occur, it is the sole responsibility of the bidder to make certain the proper license has been obtained.

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.

**ALASKA BIDDER PREFERENCE:** An Alaska Bidder Preference of five percent (5%) will be applied prior to evaluation. The preference will be given to a bidder who:

- (1) holds a current Alaska business license at the time designated for bid opening;
- (2) submits a proposal for goods or services under the name appearing on the Bidder's current Alaska business license;
- (3) has maintained a place of business within the State staffed by the Bidder, or an employee of the Bidder, for a period of six months immediately preceding the date of the bid;
- (4) is incorporated or qualified to do business under the laws of the State, is a sole proprietorship and

the proprietor is a resident of the State, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the State, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the State; and

(5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

**ALASKA BIDDER PREFERENCE STATEMENT:** In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the Bidder is eligible to receive the Alaska Bidder Preference.

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

If the Bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the State.

**PREFERENCE QUALIFICATION:** In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a Bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

**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 Transportation at one of the following numbers no later than 7 days prior to Bid Opening to make any necessary arrangements.

**Telephone:** (907) 465-8446

Callers with telephone accessibility needs are encouraged to call the Alaska Relay Service. The Alaska Relay Service provides telephone accessibility to people who are deaf, hard-of-hearing or speech disabled. Callers should be prepared to provide the specific phone number at the Department of Transportation & Public Facilities that they wish to call:

Alaska Relay Service Phone Numbers and websites:

Voice or TTY:	Dial 711 (if voice, wait on line for representative to answer)
TTY:	1-800-770-8973 (text only)
Voice:	1-800-770-8255
VCO Direct:	1-800-770-6108 (Voice Carry Over)
ASCI:	1-800-770-3919
STS:	1-866-355-6198 (Speech to Speech)
Spanish:	1-866-355-6199
IP Relay:	Visit <a href="http://www.sprintrelayonline.com">www.sprintrelayonline.com</a> (Internet Relay)
Website:	Visit <a href="http://www.AlaskaRelay.com">www.AlaskaRelay.com</a>

**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.

**PREFERENCE QUALIFICATION:** In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

**CONTRACT PERFORMANCE LOCATION:** By signature on their bid, the Bidder certifies that all services provided under this contract by the Contractor and all subcontractors will 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 procurement of Annual Carpet Cleaning Services for the Juneau Core State Office Buildings (7) located in Juneau, Alaska.

**CONTRACT ADMINISTRATION:** The administration of this contract is the responsibility of the Procurement Officer of Record for the Department of Transportation & Public Facilities, Statewide Contracting and Procurement.

**CONTRACT PERIOD:** The length of the contract will be from approximately April 1, 2020 through June 30, 2022, with the option to renew for two (2) additional (1) year renewal options, under the same terms and conditions as the original contract. Renewals are to be exercised solely by the State. The State will issue Unilateral Renewal Options for each exercised optional renewal.

**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. The Procurement Officer will provide a copy of the Notice of Intent 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 Procurement 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.

**INVOICES:** Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will only make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

**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 will 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 will 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 will be the minimum acceptable limits. **If the Contractor's policy contains higher limits**, the State will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Procurement 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 will be grounds for termination of the Contractor's services. All insurance policies must 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 must 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.

**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.

**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.

**PRICES ADJUSTMENTS**: The State will consider price fluctuations during the term(s) of the contract.

The Contractor's Bid Pricing (contract prices) will remain firm from the date of award through December 31, 2021. Beginning January 1 2022, the Contractor may request price adjustments, in writing, thirty (30) days prior to the date the adjustment will take effect. If the Contractor fails to request a CPI price adjustment 30 days prior to the renewal date, the adjustment will be effective 30 days after the State receives their written request.

Prices will be adjusted using the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI-U) for All Urban Consumers - All Items - Anchorage Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average of **July through December of 2021**; and each July through December six-month average thereafter. The percentage difference between those two CPI indexes will be the price adjustment rate for that request.

No retroactive price adjustments will be allowed.

**PRICE DECREASES**: During the period of the contract, all price decreases experienced by the Contractor must be passed on to the State. Failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract and the contract will be terminated.

**SITE INSPECTION / PREBID WALKTHROUGH**: Upon request the State will schedule an in-person walkthrough of the required locations to allow interested parties / Potential Bidders the opportunity to assess the scope of work based on the layouts of the buildings. Interested Parties / Potential Bidders are strongly encouraged to visit the various locations 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 State will designate a contact person to escort all visitors attending the walkthroughs. The site visit(s) will be no sooner than February 4, 2020 and generally between 8:30 AM until 12 PM, starting at the Facilities

Building and finishing at the Douglas Island Building if needed. Please contact Craig Mikkelsen/Bill Campbell at (907) 465-3977 to register for and schedule the site walkthrough(s) if necessary.

The contact person cannot and will not answer Bidder questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB. All questions must be directed to the Procurement Officer named on the front page of this ITB.

**COMPLETION OF SERVICE:** The service will not be complete and the equipment will not be considered serviced, repaired, or acceptable until it performs in compliance with the manufacturer's published performance specifications.

**SERVICE CONTRACT DEFICIENCIES:** The Contractor's failure to provide a service required by this contract will be grounds for the State to issue a Service Deficiency Claim (SDC) to the Contractor. The SDC will be provided in writing. The Contractor will advise the State, in writing, of the corrective action being taken. If a deficiency is not corrected within 7.5 working hours from the time it is issued, the State may issue another SDC and procure, from another Contractor, the services necessary to correct the problem. The Contractor will then be obligated to **reimburse the State** for the amount required to correct the problem.

**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.

**CONTINUING OBLIGATION OF CONTRACTOR:** The Contractor agrees that none of its responsibilities under this contract are transferable and that the Contractor alone shall 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.

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

**BIDDERS RESPONSE CHECKLIST:**

- 1) **Page 1: Bid Face Page - Completed, Signed, and Dated**
- 2) **Page 11: All documentation required at Bid Opening (Items**
- 3) **Page 18: Bid Schedule- Completed**
- 4) **Letters of Reference**

## SPECIFICATIONS

NOTE: A Bidder's failure to comply with any of the following, within the time constraints set by the State, may cause the State to consider the Bidder non-responsive.

### DOCUMENTS REQUIRED AT TIME OF BID OPENING:

- 1) List of Personnel that will be working in the buildings.
- 2) List of Equipment that will be used during the term of the contract.
- 3) Three letters of reference confirming successful completion of similar types of projects within the last three years.

NOTE: Changes to equipment or personnel must be approved, in writing, by the Project Manager. Any deviations or changes made without prior approval may be grounds for termination of the contract.

**Subcontracting work on this project is not permitted.**

### DOCUMENTS REQUIRED UPON CONTRACT AWARD:

- 1) The Contractor must provide, to the Project Manager, a tentative (detailed) work schedule listing the anticipated performance dates / days of all scheduled work under the contract for approval. Final scheduling will be subject to approval prior to any work commencing.
- 2) Current certificate of insurance identifying the State of Alaska as an additional insured related to contract performance.
- 3) Current criminal background check for all personnel to be used for performing the services listed for the work site.

The following requirements are mandatory for all work being done in the Juneau Core State Office Building facilities.

## 1.0 GENERAL SPECIFICATIONS:

### 1.01 BILLING INSTRUCTIONS

- a. Invoices will be submitted to the attention of the Project Manager. Project Manager will make payment only after verifying that the services have been provided in accordance with the contract requirements. Modifications to the contractor's invoice, resulting from defective work or improper billing procedures, shall only be made following written notice to the contractor by the Project Manager. Questions or disputes concerning the contractor's payment must be presented in writing to the Project Manager. Invoices must be provided in an acceptable format. The Project Manager reserves the right to request backup documentation in support of the invoices in question. Failure to provide the requested backup material may result in partial payment or rejection of the billing. Requested backup may include, but is not limited to, employee time

sheets and pay records, record of subcontractor payments, bills of sale for equipment and supplies, and evidence of timely tax or employee compensation payments.

b. Include on the invoice the following items:

- Contract Number
- Building Name(s)
- Work Period (e.g. January 1, 2016)
- Services Performed (e.g. Daily / Weekly Service)
- Personnel Assigned
- Total Time
- Total Billed / Invoiced

c. Mail invoices to:

Department of Transportation & Public Facilities  
Division of Facilities Services - Attn.; JNU Hub  
PO Box 112500  
Juneau, AK 99811

Invoices may be emailed to: dotdfsadmin@alaska.gov

## **1.02 PRORATION OF PAYMENTS**

Proration of payment to the Contractor for services provided which are of less than a full facility are allowed. Invoices shall reflect the amount of carpet cleaned in an easily understood format. (i.e.- sq.ft.)

When the Contractor considers a Phase of the Work to be substantially complete, the Contractor must request an inspection from the Project Coordinator for verifying satisfactory completion prior to submitting an invoice. If the work is not satisfactory it shall be corrected by the Contractor prior to invoicing.

## **1.03 SAFE PRACTICES**

Acceptable safe practices must be followed in the performance of all work under this contract. The contractor will comply with all standards prescribed by the State of Alaska, Department of Labor, Division of Labor Standards and Safety. The safety of the public and employees of the building are to be considered at all times.

## **1.04 BUILDING SECURITY**

Security of the building will be considered at all times. All entry doors will be checked whenever entering or leaving the building. The Contractor will ensure that all outside doors are kept locked at all times except when the building is normally open to the public. Interior building doors must remain locked except while work in the immediate area is in progress. The Contractor's employees are required to turn off all lights (excluding those indicated as security) and close and lock all doors and windows at

the end of each work period. Failure to complete this task will be considered grounds for a Service Deficiency Claim, reference (page 10).

### **1.05 KEY CONTROL**

Special emphasis is placed on key control. The Contractor is required to sign for all keys, and no key cards will be issued or distributed until personnel have submitted and passed the required annual background checks. All keys are to be obtained from the Juneau Project Manager/Building Maintenance Manager Craig Mikkelsen, 141 Willoughby Ave. and or his representative as assigned. Keys are to be returned to that office upon completion of this contract. No duplications are to be made. In the event of lost keys, contact the Facilities Maintenance Office for replacements. The Contractor shall be liable for all costs incurred due to lost or misplaced keys, including the cost of re-keying any and all doors affected.

### **1.06 CONDUCT OF WORK**

All work performed under this contract shall be completed without interfering with the proper performance of the facilities operation, the public in its use of the building, State business or work being done by other contractors. The contractor shall prevent his employees from disturbing material on desks, opening drawers or cabinets, tampering with computer components or using telephones provided for official State use.

If removed for cleaning convenience, furniture and wastebaskets will be replaced in their original locations and all electrical items will be reconnected to their outlets.

Theft or destruction of personal or state-owned equipment, property, money, or misuse of state-owned equipment (such as but not limited to telephones or computer terminals) by the contractor or his employees are unacceptable and may result in immediate termination of the contract.

The contractor shall be liable for all costs incurred due to theft, damages, or misuse of state-owned equipment by its employees. All work must be performed in accordance with current OSHA and ENVIRONMENTAL statutes and regulations.

**NOTE:** Computer terminals and telephones **MUST NOT** be unplugged by the Contractor or any of the employees while performing work under this contract.

### **1.07 CONTRACTOR AND EMPLOYEE QUALIFICATIONS**

The Contractor and all employees must be capable and experienced in the type of work to be performed under this Contract. The Contractor shall be regularly engaged in furniture and commercial carpet cleaning, and shall be able to demonstrate capability to provide the necessary personnel, technical expertise and support facilities to perform the services as required.

**As a condition of award, the Contractor shall include three letters of reference with their bid response from current or previous employers for a minimum of six (6) facilities for carpet cleaning services identical or similar to the work required under this project. References shall verify successful completion of similar types and size of work within the last three years.**

At bid opening, the Contractor must provide the State with a list of proposed personnel that will be working in the buildings. All personnel working onsite in performance of the Contract are subject to mandatory annual background security checks through the Dept. of Public Safety, provided by the Contractor at their expense, prior to being allowed to work on the project. Throughout the Contract period, any changes to the personnel list will be submitted to the Project Manager within 24 hours of the change. All personnel must be approved by the Project Manager prior to the person(s) entering the facility. Background checks submitted shall be approved or denied at the sole discretion of the Project Manager.

The Project Manager may require removal of any worker whom it deems incompetent, insubordinate, or otherwise objectionable. The Project Manager may also require removal of any worker whose continued employment is deemed contrary to the public, tenants, or facilities best interests.

No deviation to this requirement will be accepted. Failure to follow this procedure may result in the Contract being terminated.

### **1.08 COMMUNICATIONS/SUPERVISION**

At least one (1) person at the supervisory level, who can speak, read and write English fluently, must be present at all times during the performance of any work under this Contract. The supervisor will be empowered to act for the Contractor.

### **1.09 PRESENCE OF MINORS/NON-EMPLOYED PERSONS**

No minors under sixteen (16) years of age, including family members of the Contractor or his employees, are to be on the work site during contract work hours and are prohibited from performing any work under this contract. The Contractor or his employees are prohibited from bringing any persons not employed by the contractor to the Project site during contract work hours. Failure to follow these procedures may result in the contract being terminated.

### **1.10 SAFETY DATA SHEETS (SDS)**

In accordance with federal law and as a condition of the Contract Award, the Contractor shall provide to the Project Manager evidence that copies of all Safety Data Sheets (SDS), (relating to all the chemicals and cleaning agents that are to be used in the performance of this Contract) are available to their employees. During the course of the Contract, SDS for newly acquired products, not identified at Award, shall also be made available. Within two days of any Contract award, the Contractor shall provide to the Project Manager copies of all requested SDS. The Contractor shall maintain a file of SDS in a standard three ring binder which will be located available on site at all times.

### **1.11 WORK SCHEDULE**

The annual carpet cleaning is anticipated to take place annually between April 15'th and June 15'th. Final dates will be scheduled and agreed upon with the Project Manager. Due to the sizes and location of the facilities, significant advance scheduling information has to be provided to the tenant agencies to allow for a successful progression of work. Within 15 days upon Contract Award, the Contractor shall provide to the Project Manager a detailed work schedule listing the anticipated (tentative) performance dates/days of all scheduled work under the Contract for the first contract period (2020). Updated

schedules shall be provided to the Project Manager upon request or no later than 7 days prior in the event that dates/days change from those originally shown. All work for follow on years will be scheduled with the Project Manager at least 30 days prior to commencement of any work.

### **1.12 WORK HOURS**

Unless otherwise specified in the Contract Documents all services will be performed week-nights after normal state office hours and on weekends or holidays. Normal State hours are 7:00 AM to 5:00 PM, Monday through Friday.

### **1.13 INTENT OF SPECIFICATIONS**

It is the intent of this document to describe the scope of carpet cleaning services necessary to ensure satisfactory performance of the work at the project site(s) and such services to be provided by the contractor in accordance with the contract. Any work, materials or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result, shall be supplied without any adjustment in contract price or contract time, whether or not specifically called for.

### **1.14 CONTACT INFORMATION (24/7)**

The Contractor shall provide the Project Manager with contact information in case of emergency.

### **1.15 CONTRACT CANCELLATION**

The State reserves the right to cancel a contract, or modify portions of a 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.

## **2.0 PROJECT REQUIREMENTS:**

### **2.01 EQUIPMENT SPECIFICATIONS**

The total number of pieces of each type of equipment required to accomplish all the required scheduled tasks within the time constraints as specified in these contract documents is to be determined by the contractor. At bid opening, the Contractor will supply a list of all equipment to be used in the performance of work under this Contract to the Procurement Agency for approval.

The Procurement Agency's minimum requirements for types of equipment to be used in the performance of the work under this contract are as follows:

Carpet cleaner –

- Truck mounted hot water extraction system capable of heating water to 165 degrees Fahrenheit or above at the spray nozzle.

- An American carpet scrubber or equivalent, a rotary machine, or a nylon brush for heavily soiled areas.
- Sprayer for pre-spraying chemical applications.
- Small fans or air movers to speed drying time.
- One wet/dry vacuum cleaner, minimum 2 HP and 10-gallon container, to be used for edge vacuuming and water pickup if needed.

The Contractor will be responsible for providing alternate equipment for scheduled services in the event the Contractor's equipment becomes faulty. At no time will faulty equipment be an excuse for not performing a particular service described in these Contract Documents. Alternate equipment must be available and be delivered to the facility within 60 minutes of determination of need due to breakdown of dedicated equipment. This requirement is to assure all services are provided as scheduled in these contract documents.

### **3.0 SCOPE OF WORK**

SCOPE: Provide all labor, tools, equipment, materials, supervision and supplies needed to perform the annual carpet cleaning work outlined below. The Contractor must also comply with all applicable Federal and State labor, wage and hour, safety and associated laws that have a bearing on the services provided.

Buildings included in the project consist of the following and measurements are approximations:

Alaska Office building – (approx. 31,750 sf)  
Facilities Center – (approx. 4,090 sf)  
Community Building – (approx. 16,000 sf)  
Court Plaza Building – (approx. 48,000 sf)  
Diamond Courthouse – (approx. 35,000 sf)  
Douglas Island Building – (approx. 27,000 sf)  
State Office Building – (approx. 122,480 sf)

It is the Bidder's responsibility to review the various sites and ascertain the Site limitations, facility conditions, and verify existing dimensions prior to submitting a bid. Submission of a bid is evidence the Bidder has visited the work sites and understands the conditions related to the scope of work, and the contract documents.

#### **3.01 CARPET CLEANING**

- Apply an even thorough coat of traffic lane pre-spray. Allow a minimum of five minutes dwell time.
- High traffic areas shall be scrubbed prior to extraction.
- Heavily soiled areas may require scrubbing with a nylon brush, a carpet scrubber or a rotary machine to break up soil deposits prior to hot water extraction.
- Extraction shall be done thoroughly, using hot water only.
- Follow each wet pass with a minimum of 2 dry passes if the system is 95 percent efficient. If the system is less than 95% efficient, 3 to 5 dry passes are required.



- Use of small fans or air movers for final drying of the carpet is required to shorten drying time. Contractor must allow 3 hours drying time after the last extraction before allowing traffic on the carpet.
- Fans must be removed before the start of the next business day.

### **3.02 USE OF PREMISES**

- a. General: Contractor shall have full use of premises for maintenance operations as required and scheduled. The Contractors use of the premises is limited by the Owner's right to perform work.
- b. Use of Site: Limit the use of premises to work areas described, and scheduled within the Contract limits indicated. Do not disturb portions of the Project site beyond areas in which work is indicated.
- c. Owner Occupancy: Allow for Owner occupancy of the Project site and use by the Public as necessary.
- d. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, Owners employees, and emergency vehicles at all times. Do not use these areas for parking or storage of equipment or materials.
- e. Use of existing building: Maintain existing building in a weather tight condition throughout all of the Work period. Contractor is required to repair/replace any damage to equipment or the facility caused by their performance of the Contract requirements.

### **3.03 OWNERS OCCUPANCY REQUIREMENTS**

- a. Owner will occupy each building/work-site during the entire contract performance period. Cooperate with the Owner during operations to minimize conflicts and facilitate owner usage.
- b. Perform all work so as not to interfere with Owner's day-to-day operations.
- c. Maintain existing exits unless otherwise indicated, and provide not less than 7 days advance notice to the Project Manager of any activities that will affect the Owner's operations.
- d. There may be a few "secured areas" in some of the buildings that require special access and/or a State employee to be present during work performance. These locations need to be scheduled and coordinated with the Project manager at least 7 days in advance.

### **3.04 TEMPORARY SUSPENSION OF THE CONTRACT**

The State reserves the right to suspend the work of the contract, or modify any portion of the Contract if required. The Contractor and the State will work to reschedule such work accordingly if needed, and services shall resume as though no disruption had occurred.

**BID SCHEDULE**

**Carpet Cleaning for State Owned Facilities**

SERVICES PER ITB SPECIFICATIONS

ITEM NO.	QTY.	UNIT	DESCRIPTION	PRICE
1	1	Ea.	Alaska Office Building	\$ _____.
2	1	Ea	Facilities Center	\$ _____
3	1	Ea.	Community Building	\$ _____
4	1	Ea.	Court Plaza Building	\$ _____
5	1	Ea	Diamond Courthouse	\$ _____
6	1	Ea.	Douglas Island Building	\$ _____
7	1	Ea	State Office Building	\$ _____

**Annual total:** \$ \_\_\_\_\_