

STATE OF ALASKA INVITATION TO BID



DIVISION OF JUVENILE JUSTICE FAIRBANKS YOUTH FACILITY JANITORIAL SERVICES

ITB 20000737

03/27/2020

THE STATE OF ALASKA, DEPARTMENT OF HEALTH & SOCIAL SERVICES, DIVISION OF JUVENILE JUSTICE, IS
SEEKING TO ESTABLISH A CONTRACT FOR JANITORIAL SERVICES LOCATED AT:

1502 WILBUR STREET, FAIRBANKS ALASKA 99701.

ISSUED BY:

DEPARTMENT OF HEALTH & SOCIAL
SERVICES,
DIVISION OF FINANCE &
MANAGEMENT SERVICES

PRIMARY CONTACT:

MICHAEL WILLIAMS

PROCUREMENT SPECIALIST
MICHAEL.WILLIAMS@ALASKA.GOV

(907) 465-6264

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

TABLE OF CONTENTS

SECTION I - INTENT OF CONTRACT	2
SECTION II – INSTRUCTIONS TO BIDDERS.....	2
SECTION III – CONTRACT INFORMATION	4
SECTION IV – TERMS & CONDITIONS	5
SECTION V – PREFERENCES.....	9
SECTION VI – INSURANCE AND LICENSING REQUIREMENTS.....	11
SECTION VII –SPECIFICATIONS.....	13
SECTION VIII–BID SCHEDULE	20
SECTION IX – FEDERAL REQUIREMENTS.....	21
SECTION X – ATTACHMENTS.....	FORMS GEN 72 ELIGIBILITY REVIEW & 152 SENIOR BENEFITS APP.

SECTION I - INTENT OF CONTRACT

1. **CONTRACT INTENT:** This Invitation to Bid (ITB) is intended to result in a one-year contract with four optional, one-year renewals for Janitorial Services described herein, for the Department of Health and Social Services, Division of Juvenile Justice, Fairbanks Youth Facility.
2. **CONTRACT PERIOD:** The contract period shall begin at date of award for one year, with the option to renew for four (4) additional one-year terms under the same terms and conditions as the original contract. Renewal shall be exercised solely by the State.

SECTION II – INSTRUCTIONS TO BIDDERS

1. **INVITATION TO BID (ITB) REVIEW:** Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidder's 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:** Bids may be submitted one of two ways:

Mail: 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.

Department of Health & Social Services
Division of FMS
Attention: **MICHAEL WILLIAMS**
Invitation to Bid (ITB) Number: **200000737**
ITB Title: FAIRBANKS YOUTH FACILITY JANITORIAL SERVICES

P.O. Box 110650

Juneau, AK 99801

If using **U.S. mail**, please use the following address: PO Box 11650, Juneau, AK 99811-0650

If using a **delivery service**, use the following address: 333 Willoughby Ave, STE 760 Juneau, AK 99801. **NOTE:** There is no overnight delivery service to Alaska.

Email: The preferred method of response submission to this solicitation is via email, sent to the following address:

hss.procurement.proposal@alaska.gov.

The email submission must contain the ITB number in the subject line. In the body of the email, please indicate the Procurement specialist name, the Bidder's name, the number of attachments, and the names of the attachments being submitted.

When submitting a bid response via email, clearly label PDF documents, such as "Vendor A – bid response.pdf" (Vendor A is the name of the Bidder). 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; each email must comply with the requirements above. Please also include an indication of multiple email submissions (1 of 2, 2 of 2, etc.).

It is the Bidder's responsibility to ensure that the issuing agency has received the bid in full, prior to the deadline. The Procurement specialist will respond to the email to confirm receipt. If you do not receive a confirmation, it is your responsibility to contact the Procurement specialist to confirm. The State is not responsible for lost, unreadable, or corrupt emails, or missing attachments.

A Bidder's failure to submit its bid prior to the deadline will cause the bid to be disqualified. Late bids or amendments will not be opened or accepted for evaluation.

4. **LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
5. **BIDDERS WITH DISABILITIES:** Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the procurement specialist no later than ten days prior to the deadline of the receipt of bids.
6. **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 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.

7. **BID SUBMITTAL:** To be considered responsive, the Bidder must return and adhere to the following:
 - a. Section VIII - Bid Schedule
 - b. Section IX - Federal requirements signed;

- c. The laws of the State of Alaska;
- d. Product or service offered must meet the specifications as described in this ITB;
- e. A copy of the company's current Alaska business license;
- f. Return any amendments that request the amendment be signed by the bidder and returned with the bid;
- g. All terms and conditions set out in this ITB;
- h. The applicable portion of the Federal Civil Rights Act of 1964; and
- i. The Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government.
- j. Alaska Bidder Preference worksheet.

SECTION III – CONTRACT INFORMATION

1. **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.
2. **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 in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.
3. **TERMINATION:** The State reserves the sole right to terminate the contract in whole or in part in the event of the Contractor's failure to perform in accordance with the provisions of any resultant contract. Failure to comply with any or all of the specifications may result in immediate termination of the contract in its entirety.
4. **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 30 days before the desired date of cancellation.
5. **METHOD OF AWARD:** Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.
6. **F.O.B. POINT:** The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the State.
7. **ESTIMATED QUANTITIES:** The services referenced in this ITB are the State's estimated requirements and may not include all services. The State does not guarantee any minimum or maximum amount of services to be performed. However, the Contractor shall perform all services as required by the State.
8. **BILLING INSTRUCTIONS:** The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

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.

SECTION IV – TERMS & 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. **INTENDED USE:** Except to the extent the State relies on representations made by the vendor, the State of Alaska agrees, with respect to the machines and programming, to accept responsibility for (1) their selection to achieve the State's intended results, (2) their use, and (3) the results obtained therefrom.
4. **CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:** Contractor shall be liable for damages arising out of injury to persons and/or damage to the real or tangible personal property before or after acceptance, delivery, installation and use of the equipment either at the contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the contractor or defect of the equipment. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by contractor's specialists, employees or agents); attachments made by the State; damages to said alterations or attachments that may result from the normal operation and maintenance of contractor's equipment, or for losses occasioned by the State's fault or negligence. Nothing in this contract shall limit the contractor's direct liability, if any, to third parties and employees of the State for any remedy which may exist under law in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of contractor, its specialists, employees, or agents, is the cause of injury to such person.
5. **GENERAL:** The State certifies that it is purchasing this equipment for its own use and not for remarketing, and will not assign the on-order equipment to any party other than the contractor or contractor's affiliate without written consent of the contractor, which shall not be unreasonably withheld. The State reserves the right to sign any agreement which is deemed to be beneficial to the State. The State's ITB, the contractor's response, and the resulting Contract Award will be the complete and exclusive statement of the agreement between the parties, superseding all Bids or prior agreements, oral or written, and all other communication between the parties relating to the subject matter hereof.
6. **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.
7. **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 low prices will govern.
8. **ALTERATIONS:** The contractor must obtain the written approval from the procurement specialist prior to making any alterations to the specifications contained in this ITB. The State will not pay for alterations that are not approved in advance and in writing by the procurement specialist.

9. **INSPECTION:** Equipment for lease may be subject to inspection and approval by the State prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.
10. **BID PREPARATION COST:** The State is not liable for any costs incurred by the bidder in bid preparation.
11. **CONFLICT OF INTEREST:** An specialist 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 specialist or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the specialist or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
12. **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 specialist of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
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.
21. **NOTICE OF INTENT TO AWARD:** After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the State's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent to award will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement specialist. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement specialist does so without a contract and at their own risk.
22. **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.
23. **LIABILITY:** The Contractor shall agree to repair, to the State's satisfaction, or replace with like items, without additional cost to the State, any State-owned article which becomes damaged, lost, stolen, or destroyed while in the Contractor's care.
24. **ANNOTATED LITERATURE:** Bidders must annotate their product literature to identify for the State the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the State, will cause the State to consider the offer non-responsive and reject the bid.
25. **SUPPORTING INFORMATION:** The State strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement specialist that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the State reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the State and may include the requirement that a bidder will provide a sample product(s) so that the State can make a first-hand examination and determination. A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the State, will cause the State to consider the offer non-responsive and reject the bid.

26. **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.
27. **NONDISCLOSURE AND CONFIDENTIALITY:** Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and State law, including the Social Security Act and HIPAA. The contractor must promptly notify the State in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.
- Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the State or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the State to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).
28. **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.
29. **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.
30. **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.
31. **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 charter.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

32. **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.

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

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the Procurement specialist 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.

34. **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.

SECTION V – 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.

SECTION VI – INSURANCE AND LICENSING REQUIREMENTS

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.
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 specialist prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

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

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

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

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

3. **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 for information on these licenses.

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

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

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

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

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

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

SECTION VII –SPECIFICATIONS

This Invitation to Bid (ITB) is intended to establish a term contract for the printing of specified application forms The Alaska Department of Health and Social Services, Division of Juvenile Justice, Policy and Program Development, State of Alaska.

REQUIRED SERVICES

AREA INCLUDED IN THE CONTRACT: All offices, foyers, corridors, hallways, entry-ways, lobbies, interior stairways, conference rooms, toilet rooms, employee break room, janitor rooms, waiting room, all interior glass, windows, relites, see attached facility floor plan. Work areas are shaded where services are to be provided.

AREA EXCLUDED FROM THE CONTRACT: All residential living areas, machine rooms; mechanical equipment areas, including boiler, chiller and fan-rooms, plenums and air locks; electrical switchboard room; storage areas; and telephone equipment rooms and the areas not shaded in attached drawing.

WORK WEEK: This Invitation to Bid is for Janitorial Service covering a five (5) day work week. When the day to perform certain janitorial services falls on a holiday the work may be postponed to the next regular workday. Current State calendar with holidays can be located at www.state.ak.us/admin/calendars.htm.

SCOPE:

- A. Miscellaneous Supplies: The contractor shall furnish and maintain all restrooms supplies such as toilet paper, liquid hand soap, deodorizers, paper towels, toilet seat covers, sanitary napkins and plastic liners for trash cans. The cost of these supplies shall be the responsibility of the awarded contractor.
- B. Supply and Equipment Storage: Limited storage room(s) will be made available to the contractor for storage of equipment, materials, and supplies used in the performance of the contract. The contractor must keep this area neat, orderly, and odor free at all times.
- C. Dumpsters/Trash Removal from Site: Dumpster service will be provided. Contractor is to place all trash/debris from the facility, in the dumpster.
- D. On the last scheduled day of performance the Contractor shall provide all required services. Clean the building and leave all dispensers full.

BUILDING SECURITY: Janitors are required to turn off all lights at the end of each work period.

CONTRACTOR EMPLOYEES: The awarded bidder **shall include** a list of employees within 10 days after award; any changes to the employee list must be updated with divisional contact.

CONTRACTOR: The contractor will be responsible of all on-site employees on the jobsite. An employee must be empowered to act for the contractor.

COMMUNICATION: At least one person who can speak and write English fluently must be present at all times when work is being performed.

CONTRACTOR AND EMPLOYEE QUALIFICATIONS: The contractor and all employees shall be capable and experienced in the contract work performed. They shall be free from communicable diseases. The State may require removal of any worker from the work area whose continued presence is deemed contrary to the public or State's best interests. The State may require removal of any worker from the work area whom it deems incompetent, insubordinate, or otherwise objectionable. The State may also require removal of any worker from the work area whose continued presence is deemed contrary to the public or State's best interests.

The successful bidder will be required to provide the State with verifiable picture identification and will be required to provide information necessary to complete a security background check.

CONFIDENTIALITY: The contractor and all employees who will work on the premises are required to sign a Confidentiality of Client Information statement prior to commencing any work. Form provided by Fairbanks Youth Facility staff.

EMPLOYMENT OF MINORS: Minors are prohibited from performing work on this contract.

CONDUCT OF WORK: All services shall be performed during the frequency schedules prescribed in this Invitation to Bid. All contract work shall be completed without interfering with the proper performance of State business or work being done by other contractors. The contractor shall prevent his employees from disturbing material on the desks, opening drawers or cabinets, using telephones, copy machines, typewriter's, computers and printers provided for official State use. If removed for cleaning convenience, furniture and wastebaskets will be replaced in their original locations.

Minor children of the contractor, supervisor or employees of the contractor shall not be allowed on the premises.

Smoking is prohibited. Eating and drinking if necessary, are to be done in designated, safe break rooms.

WORK INSPECTIONS: The Contractor or a competent supervisor shall be prepared to make an inspection with the State's representative at the beginning of each week of contract performance.

DEFECTIVE WORK: Failure to provide any of the services described herein will cause the agency receiving the services and/or managing the contract, to issue a written Deficiency Claim to the janitorial contractor (DC). A copy of the warning must be sent to the Procurement specialist in the DHSS Procurement Office.

More than (3) three DC's in a 60 day period or a total of (7) seven DC's in a (6) six month period may be grounds for the State to declare the contractor in default and cancel the contract.

Any deficiency correction required will be accomplished within 6 hours after inspection or at a time acceptable to the State after receipt of a DC.

If a deficiency is not corrected within 24 hours of notification the State may hire another janitorial firm to correct the deficiency and deduct that cost from the next payment due under the contract.

Contractor shall be capable of being contacted 24 hours a day, either by pager or phone.

JANITORIAL SERVICES/SUPPLIES/EQUIPMENT: The contractor must provide all of the janitorial services including labor, equipment, supplies and material necessary to accomplish the work described in this quote.

The contractor must provide standard commercial grade products, supplies, equipment, paper goods, and restroom supplies, of types and sizes to fit existing State-provided dispensers. These items are subject to inspection and approval by the State. The contractor may not use alternative restroom product dispensers in lieu of those already in place without the approval of the Procurement specialist. The Procurement specialist may require the contractor to submit a list of proposed brand names and/or actual product samples of the supplies the contractor intends to use.

Note: *The successful bidder must submit for approval all supplies to be used in the contract within 10 days of the notice of award.*

CONSUMABLE SUPPLIES: Provide and maintain adequate supplies of toilet paper, garbage bags, deodorizers, towels, and soap. These supplies are to be of standard or better quality and are **to be furnished by the contractor.**

Standard Quality: The consumable supplies required to be furnished by the contractor shall be the listed brand or equivalent. **The equivalent brand must fit the existing dispensers.**

- Toilet Paper, KC04460 (Kimberly Clark),
- Garbage Bags, UNISOURCE: 24x33 1mil Cat# 10210420, 33x39 2mil Cat# 10205178, 20x23x48 2mil Cat# 10205203
- Toilet Seat Covers, Lifeguard Half Fold #4500
- Deodorizers, brand not specified,
- Towels, KC1510 C-fold style (Kimberly Clark),
- Soap, Spartan Clean Express Lotionized Liquid Hand Cleaner.

MINIMUM EQUIPMENT NECESSARY TO PROVIDE SERVICES: The vacuum cleaners must be in good working condition and are subject to inspection by the State. The contractor must provide adequate backup equipment to assure all services are provided as scheduled.

- One commercial, dual motored upright vacuum cleaner with at least 70 inches of static water lift equipped with beater brush and attachments, or one commercial backpack vacuum cleaner with at least 90 inches of static water lift and all attachments necessary to clean carpets and edges and corners.
- One commercial wet/dry vacuum cleaner with at least 90 inches of static water lift, a minimum 10 gallon tank and equipped with attachments for vacuuming up stripper solution and/or water from floods.
- All other tools and equipment such as brooms, mops, buckets, sponges, etc. necessary to complete the tasks outlined in this ITB.
- One low speed floor machine (175 RPM) for stripping/scrubbing floors.
- One high-speed floor machine (1500 RPM or greater) for polishing floors.

One commercial grade carpet extractor, minimum 16 inch cleaning path and 8-gallon capacity. Failure of the bidder to produce the equipment required within the time set by the State will be cause to consider the bid non-responsive or to cancel the contract.

PRE-BID AWARD INSPECTION: Prior to award of the contract, the Fairbanks Youth Facility designee will inspect the equipment that the bidder proposes to use in fulfilling contract obligations. If equipment is not available for inspection, the bidder may be required to show proof of purchase with anticipated delivery date of equipment prior to award of the contract.

Failure of the bidder to produce the equipment required within the time set by the State will be cause to consider the bid non-responsive or to cancel the contract.

MATERIAL SAFETY DATA SHEETS (MSDS): The contractor must maintain a notebook on site with all copies of the MSDSs for all of the chemicals and cleaning agents that are used in the performance of this contract. The bidder's failure to provide the MSDSs, within the time required by the State, will cause the State to declare the bidder non-responsive and to reject the bid or will be grounds for the State to declare the contractor in default and cancel the contract.

WORK AREA INCREASE OR DECREASE: The State reserves the right to increase or decrease the work area covered by the contract, resulting from the ITB. The price per square foot of any increase or decrease will be equal to the then current price per square foot of this contract. The current price per square foot will be calculated as follows: The total monthly price of estimated 8,801 sq.ft. common area cleaned daily/weekly/monthly. By signing this ITB the contractor indicates their agreement with this provision.

• SERVICES TO BE PERFORMED

ITEM - A

NIGHTLY SERVICES

(SUNDAY, MONDAY, TUESDAY, WEDNESDAY, THURSDAY) Services to be performed between the hours of Sunday 10:00 pm through Friday 6:00 am.

1. Empty wastebaskets including those outside of the (2) Front Entryways. Collect all designated waste paper and trash in contractor furnished plastic trash bags and dispose of it in State provided dumpster. Replace torn or soiled plastic liners as necessary.
2. Dust all visible surfaces including furniture, window sills, fixtures, computers, and equipment to a height of six (6) feet with a treated cloth which will pick up dust particles and eliminate static electricity.
3. Remove all smudges and fingerprints from glass surfaces and countertops.
4. Sweep and mop all hard surfaced floors (including Maintenance Hallway and Janitor Closet). Sweep the area under the canopies outside of the (2) Front Entryways.
5. Sweep and mop the hard surfaced stairwell.
6. Clean all windows in the (2) Front Entryway.
7. All carpeted floors shall be vacuumed daily. These areas include: corridors, administrative offices, probation offices, facility waiting area, lobby and entryways.
8. Mop or scrub toilet room floors in four (4) restrooms. Wash all plumbing fixtures with warm water and soap. Disinfect urinals and water closets. Damp wipe all dispensers, toilet room walls and stall partitions. Stains, mineral and calcium deposits shall be removed.
9. Provide and maintain adequate supplies of toilet paper, seat covers, deodorizers, sanitary napkins, towels and soap in toilet rooms.
10. Clean and disinfect two (2) drinking fountains. Mineral and calcium deposits shall be removed.
11. CONFERENCE ROOM and STAFF LOUNGE – Clean counter tops and plumbing fixtures (mineral and calcium deposits shall be removed). Fill dispensers. Clean and polish Conference Rm. and Lounge table tops. Vacuum carpets. Vacuum furniture as necessary.

ITEM - B

WEEKLY SERVICES

Services to be performed by 6:00am, Monday of each week

1. Provide new plastic liners in all trash receptacles. **NOTE: Plastic trash liners are to be replaced DAILY in all restrooms.**
2. Scrub and mop all hard surface (tile) floors located in the two (2) lobby restrooms.

ITEM - C

MONTHLY SERVICES

Services to be performed by 6:00am, the second Monday of each month

1. Damp mop and machine buff all waxed floors to remove traffic marks or any black marks and restore luster of wax in two (2) restrooms.
2. School Hallway, Classrooms 1 and 2, Office Rm. 113 – Sweep, damp mop and machine buff all waxed floors to remove traffic marks or any black marks and restore luster of wax in the School Hallway, Classrooms 1 and 2, Office Rm. 113. Approximately 1575 sq. ft., which is included in the total 8,801 sq.ft work area. See attached layout.

ITEM - D

BI-ANNUAL SERVICES

Seven days prior to the commencement of the contract, contractor will submit a schedule for approval identifying when services are to be provided. All work must be completed by 6:00am.

1. Vacuum fabric furniture and carpeted walls.
2. Carpets to be cleaned using hot water extraction method. After carpet is dry, treat with approved anti-static and anti-stain chemicals.
3. Dust or vacuum window coverings such as drapes, curtains, blinds, overhead pipes or molding, etc., that must be reached by ladder (over 6 foot height).
4. Wash windows and glass wind deflectors inside and out leaving no streak or unwashed places. Wipe water spots from sills and frames. Use drop cloths as required to protect adjacent surfaces, fixtures, and furniture. Wash windows at equal intervals of time, weather and conditions permitting. A separate window cleaning schedule will need to be submitted for approval.
5. Wash all wastebaskets (or more frequently if unsanitary or malodorous).
6. Remove all wax from all hard surface waxed floors, including School Hallway, Classrooms 1 and 2, Office Rm. 113, by machine scrubbing with wax remover. Rinse thoroughly and apply good skid resistant wax of a type recommended by floor tile manufactures. When wax is dry, machine buff to smooth sheen.
7. Wash interior walls where covering permits using a mild soap and water solution.

ITEM - E

ONCE YEARLY SERVICES

Seven days prior to the commencement of the contract, contractor will submit a schedule for approval identifying when services are to be provided. All work must be completed by 6:00 a.m.

1. Clean lobby furniture using hot water extraction method. After furniture is dry, treat with approved anti-stain chemicals.

ITEM - F	AS REQUIRED
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1. Shampoo or dry powder clean carpets and rugs in high traffic areas.
2. Remove spots and stains from carpets, rugs, tile and lobby furniture. Remove all foreign matter (gum, smudges, etc.) from floors, handrails and furniture.

ITEM - G	MISCELLANEOUS INFORMATION
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CLEANING AGENTS: Special Note: The contractor must submit for approval, within 7 days prior to start of contract, product safety data sheets on all proposed chemical agents to be used in performance of contracted services.

1. Never use washing solution stronger than necessary.
2. Apply washing solution only long enough to loosen dirt.
3. Rinse clean surfaces with clear water.
4. Do not spill solutions on surfaces not to be cleaned.
5. Use steel wool, scouring powders, and abrasives only when absolutely necessary.
6. Untreated feather dusters are not allowed.
7. Carpet and tile maintenance performed in accordance with manufacture's specifications.

ITEM - H	PLASTIC TRASH BAGS
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PLASTIC TRASH BAGS: Plastic liner for wastebaskets shall be furnished by the Contractor and shall be changed weekly in office areas and daily in restrooms. Liners shall be of heavy plastic, which resists tear when filled.

ITEM - I	KEY CONTROL AND SECURITY
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KEY CONTROL AND SECURITY: Special emphasis is placed on key control.

If any key or proximity card is lost by a contract employee, all locks affected will be re-keyed and keys will be revised and or reissued. This is a very expensive process and the Contractor will be held financially liable for all re-keying and reissued resulting from the loss of a key by the Contractor or employee of the Contractor.

SECTION VIII—BID SCHEDULE

BID SCHEDULE

Do not edit this bid in any manner. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected. Contact the Procurement **specialist** in writing with any questions.

Enter a bid price for each Service Category. Failure to make an entry for each Service Category may cause your bid to be rejected as non-responsive.

SERVICE CATEGORY	PRICE AS DESIGNATED	UNIT	ANNUAL PRICE
ITEM A NIGHTLY SERVICES	\$ Per Month	X 12	\$
ITEM B WEEKLY SERVICES	\$ Per Month	X 12	\$
ITEM C MONTHLY SERVICES	\$ Per Month	X 12	\$
ITEM D BI-ANNUAL SERVICES	\$ Each Time	X 2	\$
ITEM E ONCE YEARLY	\$ Each Time	X 1	\$
	TOTAL FOR REQUIRED SERVICES		\$

Enter the cost per hour for additional cleaning services in the event they are needed. The State does not guarantee a minimum use for these additional services. They will be on an as-needed basis only.

\$_____ per hour. **This is for informational purposes only and will not be considered a factor in the total bid price.**

BIDDER INFORMATION

CONTACT NAME: _____

COMPANY NAME: _____

ADDRESS: _____

ZIP _____

PHONE: _____

FAX: _____

TOLL FREE PHONE: _____

E-MAIL: _____

SECTION IX – FEDERAL REQUIREMENTS

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all State agencies that are expending federal funds to have a certification filed in the Bid (by the Bidder) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (included in this document) **must be completed.**

<http://www.sam.gov/portal/SAM/#1>

This document must be completed.

CERTIFICATION REGARDING DEPARTMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

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

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

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Bid.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this Bid, 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 Bid 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," "Bid," 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 Bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Bid 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 Bid 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.