

STATE OF ALASKA INVITATION TO BID (ITB)



JANITORIAL SERVICES ENVIRONMENTAL HEALTH LABORATORY

ITB#18-222-20

ISSUE DATE: MAY 1, 2020

The Department of Environmental Conservation, Division of Environmental Health, is soliciting for janitorial services for the Environmental Health Laboratory.

IMPORTANT NOTICE: If you received this solicitation from the State of Alaska's "Online Public Notice" website, you must register with the procurement officer listed below in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that they comply with the following:

- (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 the following forms of evidence 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 affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, 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;
 - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the State and Federal government;
 - the bid will remain open and valid for at least 90 days;
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the State will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive 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. All large procurement requires Alaska business license for any type of purchase or service.

| | | |
|---|------------------------|---|
| NAME: Rick Cottrell Procurement Officer Email: decdasprocurement@alaska.gov | _____ | *DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO |
| | COMPANY SUBMITTING BID | |
| | _____ | *DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO |
| | AUTHORIZED SIGNATURE | |
| | _____ | *SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY |
| | PRINTED NAME | |
| | _____ | |
| | DATE | TELEPHONE NUMBER |
| _____ | _____ | _____ |
| ALASKA BUSINESS LICENSE NUMBER | FEDERAL TAX ID NUMBER | E-MAIL ADDRESS |

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Environmental Conservation, Division of Environmental Health, is soliciting bids for janitorial services including labor, equipment, supplies and material necessary to accomplish the work at the Environmental Health Laboratory.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00PM** Alaska Time on **May 21, 2020**, at which time they will be opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE AND MINIMUM STANDARDS FOR RECYCLED PRODUCTS

In order for a bid to be considered responsive the bidder must meet these minimum prior experience requirements and minimum standards for Recycled products:

- Three years of cleaning experience of office and laboratory spaces.
- Bidders must supply three professional references for companies they have provided services in the past. References must include a point of contact and contact information.

A bidder's failure to meet these minimum prior experience requirements will cause their bid to be considered non-responsive and rejected.

Bidders are notified that paper products furnished during this contract shall meet the minimum recycled post-consumer material content requirements listed below. The product list shall be submitted as part of the bid.

| Products | Minimum % content |
|----------------|-------------------|
| Toilet paper | 20% |
| Paper towels | 40% |
| Paper napkins | 30% |
| Facial tissues | 5% |

NOTE: Post-consumer materials refers to waste materials and byproducts that have been recovered or diverted from the solid waste stream, but such term does not include materials and byproducts generated from, and commonly refused within, an original manufacturing process. The term includes: paper, paperboard, and fibrous wastes from retail stores, office buildings, homes and so forth, after they have been passed through the end usage as a consumer item, including used corrugated boxes, old newspapers, old magazines, mixed wastepaper, paperboard and fibrous wastes that enter and are collected from municipal solid wastes.

The products and equipment furnished by the Contractor must meet the minimum standards listed in this ITB. Failure to meet the minimum standards will cause the bidder non-responsible.

SEC. 1.04 INVITATION TO BID (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten 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.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

SEC. 1.06 SITE INSPECTION

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. With current restrictions in place and to comply with Covid-19 social distancing, a virtual tour has been created for potential bidders to view the facility. The virtual tour is scheduled to commence on May 11, 2020 at 1:00PM and will be attended by the procurement officer, a link will be provided for the tour. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. The site inspection will be scheduled by contacting Stephanie Stewart at (907)269-7254. This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB. Any questions potential bidders have must be directed to the procurement officer as required in Section 1.04.

SEC. 1.07 SUBMITTING BIDS**SPECIAL INSTRUCTIONS FOR SUBMITTING PROPOSALS**

Due to COVID 19 do not use the hand delivered, or U.S. mail or any delivery service to return your bid form. Oral proposals, or faxed proposals are not acceptable.

Any bids received after the scheduled closing date and time will be deemed non-responsive and returned to the bidder. The bid package must be submitted in PDF format and sent via email as follows:

**To: decdasprocurement@alaska.gov
Subject: Bid Submission for ITB 18-222-20, Janitorial Service EH Lab**

It is the bidder's responsibility to contact the issuing agency at decdasprocurement@alaska.gov to confirm that the bid has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 BID FORMS

Bidders shall use the front page of this ITB and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

BIDDER'S CERTIFICATION

By signature on the bid, the bidder certifies that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the State and Federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

If any bidder fails to comply with [a] through [g] of this paragraph, the State reserves the right to disregard the bid, terminate the contract, or consider the Contractor in default.

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SEC. 1.09 PRICES

The bidder shall State prices in the units of issue on this ITB. 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.

SEC. 1.10 PRE-BID CONFERENCE

No pre-bid conference will be held.

SEC. 1.11 ASSISTANCE TO BIDDERS WITH A DISABILITY

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 officer no later than ten days prior to the deadline for receipt of bids.

SEC. 1.12 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids. No amendments or withdrawals will be accepted after the deadline unless they are in response to the State's request in accordance with 2 AAC 12.290.

SEC. 1.13 AMENDMENTS TO THE ITB

If an amendment is issued, it will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the State of Alaska Online Public Notice website.

SEC. 1.14 ITB SCHEDULE

The ITB schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

| ACTIVITY | TIME | DATE |
|--|--------|--------------|
| Issue Date / ITB Released | | May 1, 2020 |
| Deadline for Receipt of Bids / Bid Due Date | 2:00PM | May 21, 2020 |
| Bid Evaluations Complete approximately | | May 22, 2020 |
| Notice of Intent to Award approximately | | May 25, 2020 |
| Contract/Purchase order Issued approximately | | June 8, 2020 |

This ITB does not, by itself, obligate the State. The State's obligation will commence when the contract is approved by the Commissioner of the Department of Environmental Conservation, or the Commissioner's designee. Upon written notice to the Contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

SEC. 1.15 ALTERNATE BIDS

Bidders may only submit one bid for evaluation. In accordance with 2 AAC 12.830 alternate bids (bids that offer something different than what is asked for) will be rejected.

SEC. 1.16 SUPPORTING INFORMATION

Bidders shall 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 officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the State reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the

products or services 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.

SEC. 1.17 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 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.

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award, approximately July 1, 2020, through June 30, 2021, with the option to renew for four additional one-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the State.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Environmental Conservation, Division of Environmental Health.

SEC. 2.03 CONTRACT FUNDING

The Department of Environmental Conservation, Division of Environmental Health, estimates an **annual** budget of between \$20,000.00 and \$25,000.00 dollars for this contract. Bids priced at more than \$25,000.00 will be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

SEC. 2.04 CONTRACT EXTENSION

Unless otherwise provided in this ITB, the State and the successful bidder/Contractor agree: (1) that any extension 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) the procurement officer will provide written notice to the Contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the State will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The Contractor will not commence additional work until the procurement officer has secured required State approvals necessary for the amendment and issued a written contract amendment.

SEC. 2.06 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must identify in the bids the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall be considered in determining whether the bidder meets the requirements set forth in Sec 1.03 Prior Experience.

If a bid with subcontractors is selected, the bidder must provide the following information concerning each prospective subcontractor within five working days from the date of the State's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A bidder's failure to provide this information, within the time set, may cause the State to consider their bid non-responsive and reject it.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location the work is to be performed, completed and managed is at 5251 Dr. Martin Luther King Jr. Ave, Anchorage AK 99507.

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

Not applicable for this ITB.

SEC. 2.10 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 to the Contractor in writing. The Contractor will advise the State, in writing, of the corrective action being taken.

If a deficiency is not corrected within **five days** 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.

If a Contractor gets more than two substantiated SDCs in a 30-day period or a total of five substantiated SDCs in a 60-day period, it will be grounds for the State to declare the Contractor in default.

SEC. 2.11 SCOPE OF WORK AND SPECIFICATIONS

The Contractor shall provide all labor, tools, equipment, materials, supervision and effort needed to perform the 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.

BUILDING SAFETY AND SECURITY: The Contractor shall ensure that exterior access doors are locked except when the building is normally open to the public. Interior building doors shall remain locked except while work is being conducted in the immediate area. All access doors are to be locked and security system armed when the Contractor leaves the building provided there are no staff remaining in the building. Janitorial personnel are required to turn off all lights at the end of each work period or as instructed by the Laboratory Designee.

Personnel not on the approved access list shall not be allowed on the premises during the service of this contract.

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 only in designated, safe break rooms. In no instance is food or drink allowed in the laboratories. Failure to complete any of the above task will be considered grounds for a Service Deficiency Claim, reference on page nine, Section 2.10.

KEY CONTROL: Special emphasis is placed on issuing and inventory of access keys and proximity cards. The Contractors will be issued proximity cards for building access. Issuing hard keys will be determined on a case by case basis and will be done on a limited basis. The Contractor shall be held financially responsible for any costs that may be incurred by the State to deactivate proximity cards, reset the security access system or re-keying locks for lost proximity cards or keys.

SECURITY CLEARANCE: Prior to commencing work under this contract, the State of Alaska requires that the Contractor, subcontractors, and all employees who shall be working on the premises provide a State criminal background check for security clearance. Background checks are to be conducted through the Alaska Department of Public Safety.

Each background check will be individually reviewed by the State with sensitivity to the location of work to be performed, occupants in the facility and State security interest.

Background checks shall be processed in accordance with AS 12.62.160. All Background Check submittals shall remain “confidential”.

The EHL Laboratory Chief shall consult the Department of Public Safety to consider the seriousness and type of crime, number of crimes committed, length of time since conviction and other pertinent issues regarding the specific individual. Acceptance or denial of the individual to provide services under the contract is at the sole discretion of the State and all decisions are final.

The Contractor, during the term of the Contract shall notify the Laboratory Designee of any employee actions, arrests, judgments or criminal activities that could affect the initial acceptance determination. This notification must be made within 14 days of the Contractor's awareness of the condition.

All costs involved with obtaining security clearances will be borne by the successful bidder. If there is a change in personnel, the above items will be supplied to the State at least 48 hours prior to the person performing work on site.

EMPLOYMENT OF MINORS: Minors are prohibited from performing work on this contract. Failure to follow these procedures shall result in the contract being terminated.

SUPERVISOR: The Contractor or the Contractors appointed supervisor must be on site during performance of all work activities. The supervisor must be empowered to act for the Contractor and must be fluent in both written and spoken English to adequately perform the contracted services.

CONDUCT OF WORK: All work shall be performed during the frequency schedules prescribed. All janitorial work must be completed without interfering with the proper performance of State business or work being done by other Contractors. The Contractor shall prevent their employees from disturbing material on the desks, opening drawers or cabinets, using telephones, copy machines, computers and printers provided for official State use. If removed for cleaning convenience, furniture and wastebaskets shall be replaced in their original locations.

SERVICES/SUPPLIES/EQUIPMENT: The Contractor must provide all janitorial services including labor, equipment, supplies, and materials necessary to accomplish the work described in this ITB.

MATERIAL SAFETY DATA SHEETS (MSDS): The Contractor shall provide the Laboratory Designee with copies of the MSDS sheets for chemicals and cleaning agents that are to be used in the performance of the contract. MSDS sheets shall also be in locations where the products are stored within the facility.

PRODUCTS: The Contractor must provide and maintain commercial grade cleaning 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. Soaps are required to be **unscented**. The Contractor shall ensure that all cleaning products, supplies and equipment are used in accordance with manufacture specifications. Use of abrasive compounds or materials are limited to an as needed basis and will require approval of the Laboratory Designee or specified laboratory staff. Substitution of products or supplies during the term of the contract must have prior approval from the State. Requested substitutions must be accompanied with a the MSDS information for the product. **The successful bidder shall submit a list of all chemical and cleaning agents, including MSDS information for review and approval upon receiving the Notice of Intent to Award a Contract to the Laboratory Designee.**

Note: Glass cleaner containing ammonia and untreated feather dusters are **restricted** and shall not be used during the term of the contract.

PLASTIC TRASH BAGS: The Contractor shall provide plastic liners for wastebaskets adequately sized for the receptacle and consist of heavy tear resistant plastic.

EQUIPMENT SPECIFICATIONS: The Contractor shall ensure that the equipment is in good working condition and shall be operated in accordance with manufactures specifications. The Contractor shall have adequate backup equipment to ensure all work are provided as scheduled. The following are a list of minimum equipment and specifications required for the contract:

1. One commercial, dual motored upright vacuum cleaner with a minimum lift of 70 inches of water equipped with beater brush and attachments.
2. One commercial backpack vacuum cleaner with a minimum lift of 90 inches of water and attachments necessary to clean carpets, edges and corners.
3. One commercial wet/dry vacuum cleaner with a minimum lift of 90 inches of water, ten-gallon tank capacity, attachments for vacuuming up stripper solution and/or standing water.
4. One low-speed floor machine (175 RPM) for stripping/scrubbing floors.
5. One high-speed floor machine (1500 RPM or greater) for polishing floors.
6. One commercial grade eight-gallon carpet extractor with an 16-inch cleaning path.

The successful bidder shall submit the make and model of items 1-6 to the Laboratory Designee for review upon receiving the Notice of Intent to Award a Contract to the Laboratory Designee.

WORK INSPECTIONS: The Contractor or the appointed supervisor shall conduct an inspection of the facility with the Laboratory Designee at the beginning of each week or as needed during the term of the contract.

BUILDING CHARACTERISTICS: One level (See *Attachment 3*: floor map showing layout of building and areas designated for cleaning).

Approximately 16,000 square feet of total cleaning area, to include:

Approximately 5,600 square feet of lobby/reception and multi-use area.

Approximately 10,300 square feet of laboratory area.

7 restrooms/ 2 with showers.

STORAGE: Limited storage 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 these areas neat, orderly, and odor free.

FREQUENCY AND SCHEDULE:

WORK WEEK: The janitorial services are to be performed three times per week, Monday, Wednesday and Friday, except State Holidays between the hours of 4:30 PM and 8:30 PM. Monthly, quarterly, and bi-annual services described within the scope of work below will be scheduled by the Laboratory Designee and the Contractor (see Attachment 4). To ensure adequate coverage of monthly, quarterly and bi-annual services, a list of employees and assigned task, shall be provided to the Laboratory Designee for review and approval.

INITIAL FLOOR CARE:

1. All carpeted floors shall be thoroughly vacuumed and shampooed by the end of the second week after the start of the contract.

2. All tile floors shall be re-waxed and buffed to a shine by the end of the third week after the start of the contract.
3. After initial cleaning, the above floor care shall be a bi-annual service.

FLOOR CLEANING PROCEDURES: The recommended maintenance procedure for all vinyl floors is to damp mop and let air dry, then buff with lamb's wool buffing pads or 3M™ white pads. Any pad coarser than a 3M™ white pad must not be used. Pads must be maintained/replaced in accordance with manufactures instructions. Floors shall be buffed using a 1500-rpm floor machine covering approximately five square feet per minute with an evenly buffed finish upon completion of the operation.

NIGHTLY SERVICES:

Lobby, Conference Room, Common Areas, and General Office Areas (includes break room and locker area):

1. Empty wastebaskets. Replace plastic trash can liners at least weekly. The Contractor shall also remove any items marked "TRASH".
2. Dust mop or sweep hard surface floors with a yarn broom treated with polyethylene glycol or similar non-injurious material.
3. Vacuum carpeted areas and entry way rugs.
4. Spot clean carpets and walk-off mats to remove daily stains.
5. Dust visible surfaces including windowsills, furniture, fixtures, counters and equipment to a height of six feet with a treated cloth/duster, which will pick up dust particles and eliminate static electricity.
6. Remove fingermarks and smudges from surfaces, counters, tabletops, glass, walls, doors and floors.
7. Clean, disinfect and polish sinks (wash basins) and drinking fountains. All mineral and calcium deposits must be removed.
8. Clean, disinfect and deodorize counter and table surfaces in break room and public counter in the lobby.

Laboratory Suites:

1. Dust mop/sweep hard surface floors with a yarn broom treated with polyethylene glycol or similar non-injurious material.
2. Empty non-biohazard wastebaskets. Replace liners with new liners daily.
3. Clean and disinfect sinks (wash basin).

Corridors and Hallways:

1. Empty wastebaskets. Replace plastic trash can liners at least weekly.
2. Dust mop or sweep hard surface floors with a yarn broom treated with polyethylene glycol or similar non-injurious material.
3. Wet-mop tile floors weekly (see Weekly Services) or more often as needed.

Restrooms:

1. Empty wastebaskets and replace liners.
2. Clean mirrors to remove splatter marks and streaks.

3. Clean, disinfect and deodorize sinks, counter tops, toilets, urinals and showers.
4. Clean and polish bright work (chrome fixtures and trim).
5. Remove mineral and calcium deposits.
6. Clean and disinfect floors.
7. Restock/refill supplies of toilet paper, paper towels, feminine products, seat covers, deodorizers, towels, and soap dispensers.

Building Exterior and Dumpster Area:

1. Police sidewalks, parking areas and the area around dumpster for loose debris and trash.
2. Empty and clean ashtrays and wastebaskets located in the front and rear smoking areas.
3. All trash from cleaning activities will be placed inside the dumpster provided by the State.

As Needed:

The following shall be conducted at the discretion of the Contractor, the Contractors designated supervisor or as directed by the Laboratory Designee.

1. Shampoo or dry power-clean entry rugs and high traffic carpeted areas.
2. Remove spots and stains from carpets, rugs, and tile.
3. Remove foreign matter (gum, smudges, etc.) from floors and furniture.
4. Report burned out light bulbs to Laboratory Designee.
5. Wash wastebaskets if they become unsanitary or malodorous.

WEEKLY SERVICES:

1. Vacuum carpeted hard to reach areas including under furniture, in cubicles and counters.
2. Wash break room appliance exteriors, including refrigerators, microwaves and coffee makers.
3. Scrub the rubber floor mats with disinfectant
4. Remove fingermarks and smudges from corridor and hall walls and woodwork within the entire facility.
5. The vinyl and tile floor cleaning procedures will be performed on the day indicated below:
 - a. On **Monday** - laboratory areas consisting of all rooms and alcoves.
 - b. On **Wednesday** – corridors, hallways and break room.
 - c. On **Friday** – locker, shower areas and restrooms.

MONTHLY SERVICES:

Services to be performed on the second Sunday of each month (if changes are needed in scheduling, they shall be confirmed with the Laboratory Designee):

1. Vacuum fabric furniture in reception area (approx. 1 small sofa and 1 chair), conference room (approx. 12 chairs), and administrative areas (approx. 20 chairs), and wall partitions. Clean and disinfect hard surface and vinyl chairs in break room.
2. Restrooms, clean and disinfect walls and stall partitions (including door handles) leaving no streaks.

QUARTERLY SERVICES:

Services to be performed on the third Sunday of the month, September, December, March and June (if changes are needed in scheduling, they shall be confirmed with the Laboratory Designee):

1. Wash vinyl cove baseboard where accessible. Clean edges and corners where cove base and floor meet.
2. Damp wipe accessible (top and sides) heat convector surfaces, leaving no streaks.

Bi-ANNUAL SERVICES:

Bi-annual services are to be performed on the first full week of the sixth month (December) after the start of the contract and again the first week of July. All duties must be completed by the end of that week (if changes are needed in scheduling, they shall be confirmed with the Laboratory Designee):

1. Shampoo carpets other than as specified in the As Needed section above. Apply static control treatment to carpeting that is not antistatic bonded by the manufacture.
2. Clean surfaces over six feet in height (anything reached by ladder). This includes, but is not limited to, window coverings, overhead pipes or molding, fire alarm bells, emergency lighting, windowsills.
3. Clean interior glass windows (excluding conference room art glass), relights, sidelights, and glass partitions, leaving no streaks or unwashed places. Wipe water spots from sills and frames. Use drop cloths as required to protect adjacent surfaces, fixtures and furniture.
4. Wash walls where wall covering permits.
5. Strip and wax tile floors.
6. Machine scrub ceramic tile floors and clean grouting.
7. Vacuum the floor along the sides and fronts of under- counter and full-size refrigerators and freezers.

SEC. 2.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The Contractor is responsible for proving all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The State may instruct the Contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The Contractor will not unreasonably withhold such changes.

Substantial failure of the Contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

SEC. 2.13 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.

SEC. 2.14 ESTIMATED QUANTITIES

Not Applicable for this ITB.

SEC. 2.15 CONTRACT PRICE ADJUSTMENTS

Not Applicable for this ITB.

SEC. 2.16 INFORMAL DEBRIEFING

When the contract is scheduled for renewal or completed, an informal debriefing may be performed at the discretion of the procurement officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the Contractor.

SEC. 2.17 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.

SEC. 2.18 INSURANCE

Without limiting the Contractor's indemnification, it is agreed that the 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 procurement officer prior to contract approval 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.

SEC. 2.19 MANDATORY REPORTING

The Contractor must provide a quarterly usage report to the procurement officer in an electronic format (Excel). The report must contain at least the following information: purchasing entity, description of items and/or services purchased, date of purchase, contract price, retail price, extended contract and retail price, and savings.

These reports are due 30 days after the end of each quarter. The Contractor's failure to provide these reports as required may result in contract default action.

| <u>Reporting Period</u> | <u>Due Date</u> |
|---|------------------------|
| State Fiscal Quarter 1 (Jul 1 - Sept 30): | Oct 31 |
| State Fiscal Quarter 2 (Oct 1 - Dec 31): | Jan 31 |
| State Fiscal Quarter 3 (Jan 1 - Mar 31): | Apr 30 |
| State Fiscal Quarter 4 (Apr 1 - Jun 30): | Jul 31 |

Any quarter with zero sales must be reported as zero sales. This may be done via email to the procurement officer.

SECTION 3. CONTRACT INVOICING AND PAYMENTS**SEC. 3.01 BILLING INSTRUCTIONS**

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The State will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

SEC. 3.02 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.

Any single contract payments of \$1 million or higher must be accepted by the Contractor via Electronic Funds Transfer (EFT).

SEC. 3.03 PROMPT PAYMENT FOR STATE PURCHASES

The State is eligible to receive a **5%** discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The State shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Because of the additional administrative and accounting time required of the State when third party financing agreements are permitted, they will not be allowed under this contract.

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

SEC. 4.02 APPLICATION OF PREFERENCES

Certain preferences apply to all State contracts, regardless of their dollar value. The Alaska Bidder and Alaska Veteran preferences are the most common preferences involved in the ITB process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Bidders must attach a copy of their certification letter to the proposal. **A bidder's failure to provide this certification letter with their proposal will cause the State to disallow the preference.**

SEC. 4.03 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the total bid price. The preference will be given to a bidder who:

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid 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 Certification Form

In order to receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the State to disallow the preference.

SEC. 4.04 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the total bid price. The preference will be given to a bidder who qualifies under AS 36.30.990(2) as an Alaska Bidder and is a:

- a) sole proprietorship owned by an Alaska veteran;
- b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans;
or
- d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), 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 government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the State to disallow the preference.

SEC. 4.05 USE OF LOCAL FOREST PRODUCTS

Not applicable for this ITB.

SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

Not applicable for this ITB.

SEC. 4.07 ALASKA PRODUCT PREFERENCE

Not applicable for this ITB.

SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is offering goods or services through an employment program as defined under AS 36.30.990(12), an Employment Program Preference of 15% will be applied to the total bid price.

In accordance with AS 36.30.321(i), 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 government, or the general public.

SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price.

In accordance with AS 36.30.321(i), 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 government, or the general public.

SEC. 4.10 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder 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.

SEC. 4.11 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.

SEC. 4.12 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.

SEC. 4.13 CONTRACTOR SELECTION PROCESS

Once the contracts are established this selection process will be used. When the State needs security services the lowest priced Contractor for that location will be contacted first. If, for any reason, the lowest Contractor is not available to perform the needed service, the State will contact the next lowest priced Contractor for that location. This process will continue until a Contractor who can perform the service is located. The location

of the Contractor initially contacted will be determined by the starting location of the call-out. For instance, if a there was a need to transport a person from Anchorage to Fairbanks and then guard the person for two days in Fairbanks, the agency would contact Anchorage Contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

SEC. 4.14 NOTICE OF INTENT TO AWARD

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

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED FORMS

Prior to the award of a contract, a bidder must hold a valid Alaska business license. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO 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:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; or
- 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.

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 5.02 AUTHORITY

This ITB is written in accordance with AS 36.30 and 2 AAC 12.

SEC. 5.03 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.

SEC. 5.04 SUITABLE MATERIALS, ETC.

Unless otherwise specified in this ITB, 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.

SEC. 5.05 SPECIFICATIONS

Unless otherwise specified in this 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.

SEC. 5.06 CONTRACTOR SITE INSPECTION

Not applicable for this ITB.

SEC. 5.07 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. Unless otherwise specified in 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.

SEC. 5.08 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: <https://www.state.gov/bureaus-offices/under-secretary-for-civilian-security-democracy-and-human-rights/office-to-monitor-and-combat-trafficking-in-persons>

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

SEC. 5.09 RIGHT OF REJECTION

Bidders must comply with all of the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, State, and Federal laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the ITB.

Bidders may not qualify the bid nor restrict the rights of the State. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counter-offer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the ITB;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that to be in its best interest.

A bid from a debarred or suspended bidder shall be rejected.

SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid.

SEC. 5.11 DISCLOSURE OF BID CONTENTS

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the State's option. AS 40.25.110 requires public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

Trade secrets and other proprietary data contained in bids may be held confidential if the bidder requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The bidder's request must be included with the bid, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 5.12 ASSIGNMENTS

Per 2 AAC 12.480, the Contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Bids that are conditioned upon the State's approval of an assignment will be rejected as non-responsive.

SEC. 5.13 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.

SEC. 5.14 DEFAULT

In case of default by the Contractor, for any reason whatsoever, the State may procurement 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.

SEC. 5.15 DISPUTES

If the Contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632.

SEC. 5.16 SEVERABILITY

If any provision of the contract or agreement is found to be invalid or 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.

SEC. 5.17 CONTRACT CANCELLATION

The State reserves the right to cancel the contract at its convenience upon 30 calendar days written notice to the Contractor. The State is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

SEC. 5.18 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 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 5.19 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

SEC. 5.20 QUALIFIED BIDDERS

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or

- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

SEC. 5.21 FEDERALLY IMPOSED TARRIFFS

Changes in price (increase or decrease) resulting directly from a new or updated Federal Tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The Contractor must promptly notify the Procurement Officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the Procurement Officer.
- **After-imposed or Increased Taxes and Duties:** Any Federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the Contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The Contractor warrants, in writing, that no amount of the newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in Federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.
- **State's Ability to Make Changes:** The State reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 5.22 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the ITB.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of bids.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If a bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a bid in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed Statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All bidders will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Bid Form (one page);
- 2) Alaska-Bidder-Preference-Certification-Form (three pages);
- 3) EH Lab Floor Plan (one page); and
- 4) Task Matrix (two pages).

ATTACHMENT 1
BID FORM

Janitorial Services Environmental Health Laboratory
ITB# 18-222-20
Issue Date: May 1, 2020

Modifications and any additions to the below form or format will not be allowed. Bids may be considered non-responsive if any modification or additions made to the form.

| DESCRIPTION | Annual Cost | TOTAL COST US\$ |
|--|-------------|-----------------|
| Janitorial services as stated in Section 2.10, Scope of Work and Specifications (including labor, materials, products) | US\$_____ | US\$_____ |
| Grand Total Cost | | US\$_____ |

Name of Offeror's Firm: _____

Print Name and Signed: _____

Date: _____



ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: [Click or tap here to enter text.](#)

| | |
|--|--|
| Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Please list any additional Alaska Preferences below that you believe your firm qualifies for. | |
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

Alaska Bidder Preference Questions:

1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?

☐ YES ☐ NO

If **YES**, enter your current **Alaska business license number**: [Click or tap here to enter text.](#)

2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?

☐ YES ☐ NO

3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?

☐ YES ☐ NO

If **YES**, please complete the following information:

A. Place of Business

Street Address: [Click or tap here to enter text.](#)

City: [Click or tap here to enter text.](#)

ZIP: [Click or tap here to enter text.](#)

“**Place of business**” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

☐ **YES** ☐ **NO**

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?

☐ **YES** ☐ **NO**

2) Do you certify that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?

☐ **YES** ☐ **NO**

3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

☐ **YES** ☐ **NO**

4) Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

☐ **YES** ☐ **NO**

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. **Incorporated or qualified to do business under the laws of the state?**

☐ **YES** ☐ **NO**

If **YES**, enter your current **Alaska corporate entity number**: [Click or tap here to enter text.](#)

B. **A sole proprietorship AND the proprietor is a resident of the state?**

☐ **YES** ☐ **NO**

C. **A limited liability company organized under AS 10.50 AND all members are residents of the state?**

☐ **YES** ☐ **NO**

Please identify each member by name: [Click or tap here to enter text.](#)

D. **A partnership under former AS 32.05, AS 32.06, or AS 32.11 AND all partners are residents of the state?**

☐ **YES** ☐ **NO**

Please identify each partner by name: [Click or tap here to enter text.](#)

Alaska Veteran Preference Questions:

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

A. **A sole proprietorship owned by an Alaska veteran?**

☐ **YES** ☐ **NO**

- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?
☐ YES ☐ NO
- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?
☐ YES ☐ NO
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?
☐ YES ☐ NO

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

☐ YES ☐ NO

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

Printed Name _____

Title _____

Date _____

Signature _____

Hinkle Rd

cedar fence

Dr Martin Luther King Jr Ave

ATTACHMENT 4
JANITORIAL SERVICES ENVIRONMENTAL HEALTH LABORATORY
ITB#18-222-20

Task Matrix:

| TASKS (brief description) | Nightly | Weekly | Monthly | Quarterly | Bi-Annually (after initial floor care) | As Needed |
|---|----------------|---------------|----------------|------------------|---|------------------|
| <i>Initial Floor care:</i> All carpeted floors vacuumed & shampooed | | | | | By end of 2 nd week | |
| <i>Initial Floor care:</i> Tile floors re-waxed & buffed to a shine | | | | | By end of 3 rd week | |
| Empty wastebaskets | X | | | | | |
| Dust-mop/sweep hard surfaces | X | | | | | |
| Vacuum carpets & entry-way rugs | X | | | | | |
| Dust visible surfaces (furniture, fixtures, etc.) | X | | | | | |
| Remove fingermarks/smudges throughout lobby, common areas, & general office areas | X | | | | | |
| Clean/disinfect/polish hand-washing sinks & drinking fountains | X | | | | | |
| Clean/disinfect countertops, toilets, urinals, showers, and sinks in restrooms | X | | | | | |
| Remove mineral/calcium deposits | X | | | | | |
| Clean restroom mirrors & polish brightwork | X | | | | | |
| Sweep & wet-mop restroom floors | X | | | | | |
| Restock/refill soaps & paper products, etc. | X | | | | | |
| Police sidewalks & parking areas, etc. | X | | | | | |
| Empty ashtrays & trash (near smoking areas) | X | | | | | |

JANITORIAL SERVICES ENVIRONMENTAL HEALTH LABORATORY

ITB#18-222-20

ATTACHMENT 4

| | | | | | | |
|---|--|---|---|---|---|---|
| Damp mop & machine buff tile/vinyl floors (different area for each day of week) | | X | | | | |
| Scrub rubber floor mats with disinfectant | | X | | | | |
| Remove fingermarks/smudges throughout entire building | | X | | | | |
| Vacuum fabric furniture/clean hard surface chairs | | | X | | | |
| Damp wipe dispensers/walls/stalls (restrooms) | | | X | | | |
| Wash baseboards, cove-base edges/corners | | | | X | | |
| Damp wipe (top/sides) heat convector surfaces | | | | X | | |
| Shampoo carpets | | | | | X | |
| Remove wax/re-wax floors | | | | | X | |
| Machine scrub ceramic tile floors & clean grout | | | | | X | |
| Dust or vacuum window coverings | | | | | X | |
| Wash interior glass/wastebaskets/walls | | | | | X | |
| Vacuum floor along sides/fronts of frig/freezers | | | | | X | |
| Shampoo carpets/rugs in high traffic areas | | | | | | X |
| Remove spots/stains from carpets/rugs/tile | | | | | | X |
| Remove foreign matter from floors & furniture | | | | | | X |
| Report burned-out light bulbs to Lab Designee | | | | | | X |
| Wash wastebaskets if unsanitary or malodorous | | | | | | X |