

# STATE OF ALASKA INVITATION TO BID



## COVID RESPONSE AND DECONTAMINATION FOR FACILITIES

ITB 210000005

AUGUST 21, 2020

DUE TO THE RECENT COVID-19 PANDEMIC, THE STATE OF ALASKA, DEPARTMENT OF HEALTH AND SOCIAL SERVICES, DIVISION OF CHILDREN'S SERVICES (OCS), IS SOLICITING FOR QUALIFIED OFFERORS TO PROVIDE ON CALL FACILITY CLEANING, DISINFECTION AND DECONTAMINATION FOR TEN OCS FACILITIES LOCATED STATEWIDE FROM A CONTRACTOR WHO CAN SUPPLY, APPLY AND DECONTAMINATE VARIOUS FACILITIES IN SIX CITIES.

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ISSUED BY:

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

PRIMARY CONTACT:

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PROCUREMENT SPECIALIST III  
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(907) 465-8209

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**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.

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**SECTION I - INTENT OF CONTRACT**

1. **CONTRACT INTENT:** This Invitation to Bid (ITB) is intended to establish a initially contracted period of October 1, 2020 through January 31, 2020 with the option of four (4) six-month long renewals to provide on call cleaning, disinfection and decontamination in 7 facilities located in Fairbanks, Wasilla, Kenai, Anchorage, Juneau, Bethel and Ketchikan.
2. **CONTRACT PERIOD:** The contract period shall begin upon issuance of the Contract Award, October 1, 2020 through January 31, 2020 with the option of four (4) six-month long renewals under the same terms and conditions as the original contract. Renewals 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. **DEADLINE FOR RECEIPT OF BIDS:** Bids must be received no later than **2pm** Alaska Time on September 23<sup>rd</sup>, 2020 at which time, the bids will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

3. **BID FORMS:** Bidders shall use this and the attached forms in submitting bids. A photocopied bid may be submitted.
4. **SUBMITTING BIDS:** Proposals 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. Information below should be include on your bid, not the envelope:

Department of Health & Social Services  
Division of Finance and Management Services  
Attention: Kristie Ely  
Invitation to Bid (ITB) Number: 210000005  
ITB Title: Covid Response and Decontamination for Facilities

If using **U.S. mail**, please use the following address: PO Box 110650, 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](mailto: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 Officer's name, the Offeror's name, the number of attachments, and the names of the attachments being submitted.

When submitting a bid response via email, clearly labeled PDF documents, such as "Vendor A – bid response.pdf" (Vendor A is the name of the offeror). 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 proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes; each email must complying with the requirements above. Please also include an indication of multiple email submissions (1 of 2, 2 of 2, etc).

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

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

5. **LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
6. **BIDDERS WITH DISABILITIES:** Offerors 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 of the receipt of proposals.
7. **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.

8. **BID SUBMITTAL:** To be considered responsive, the Bidder must return and adhere to the following:
  - a. Pages 1 & 3 of the attachment *Final ITB 210000005 Covid Response Cleaning Bid Proposal (Assembled Form)* signed and completed;
  - b. Page 26 in this ITB - 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 with bid, any amendments that requests the amendment be signed by the bidder;
  - 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.

**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 days written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.
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. **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.
7. **BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
8. **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 officers, 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 officers, employees, or agents, is the cause of injury to such person.
5. **GENERAL:** 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 proposals 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 contracting officer 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 contracting officer.
9. **BID PREPARATION COST:** The State is not liable for any costs incurred by the bidder in bid preparation.
10. **CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
11. **ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
12. **SUBCONTRACTOR(S):** Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.
13. **FORCE MAJEURE** (Impossibility to perform): The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
14. **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.

15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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 contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

21. **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.
22. **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.
23. **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.
24. **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 contracting 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 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.
25. **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.

26. **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).

27. **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.
28. **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.
29. **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.

30. **PRICES:** The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal – Internal Revenue Code of 1986 (IRC), Section 4121 – on the purchase of coal;
- “Gas Guzzler” – IRC, Section 4064 – on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo – IRC, Section 4271 – on the purchase of property transportation services by air;
- Air Passenger – IRC, Section 4261 – on the purchase of passenger transportation services by air carriers.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) – IRC, Section 4081 – on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

31. **Price Adjustment** Contract prices are to remain firm through the first twelve (12) months of the contract. Annually, prior to renewal, the contractor may request price adjustments. Requests must be in writing and must be received by the Procurement Officer thirty (30) days prior to renewal and agreed to by the State of Alaska. After a price adjustment the prices will remain firm through the current term of the contract. Price adjustments will be made in accordance with the annual percentage change in the U.S. Department of Labor Consumer Price Index (CPI) base Index for all Urban Consumers, all Items, Anchorage, AK, issued for each June through December, six (6) month average of each contract term. The percentage difference between the CPI issued for June through December 2019, and the CPI issued for each June through December of the year of adjustment will determine the maximum allowable adjustment of original contract prices. No retroactive contract price adjustments will be allowed.

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

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](mailto: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**

**SITE INSPECTION:** A virtual site inspection will be provided for all interested and qualified bidders. Floor diagrams may also be provided. Targeted areas would include workspaces, congregate areas, public areas and all commonly touched surfaces. Please reach out to the Procurement Specialist to be placed on the distribution list of the link- for each specific virtual site inspection. Times below are prevailing Alaskan time. Vendors will be provided with a “verification word” upon completion of virtual site inspection. To qualify as a “responsive bidder”, vendors must check in with the Host of the site’s virtual inspection at the beginning of the walk through. Vendors will then be provided a verification word upon completion of the walk through that will be required to be supplied on the bid proposal.

Western Regional Office (Bethel) – 10,009 SF – Virtual Site Inspection 8/31/20 @ 10 am.

Southeast Regional Office (Juneau) – 9,939 SF – Virtual Site Inspection 8/31/20 @ 11 am.

Anchorage Regional Office (Anchorage) – 45,168 SF – Virtual Site Inspection 8/31/20 @ 1pm.

Northern Regional Office (Fairbanks) – 19,135 SF – Virtual Site Inspection 9/1/20 @ 9 am.

Kenai Field Office (Kenai) – 6,178 SF – Virtual Site Inspection 9/1/20 @ 10 am.

Juneau State Office (Juneau) – 12,172 SF – Virtual Site Inspection 9/2/20 @ 11 am.

Anchorage State Office (Anchorage) – 6,062 SF – Virtual Site Inspection 9/2/20 @ 1pm.

Southcentral Regional Office (Wasilla) – 16,252 SF – Virtual Site Inspection 9/3/20 @ 1 pm.

Wasilla CAC (Wasilla) – 2,304 SF -- Virtual Site Inspection 9/4/20 @ 11 am.

Ketchikan Field Office (Ketchikan) – 3,076 SF – Virtual Site Inspection 9/4/20 @ 1 pm.

Any questions regarding this ITB must be in writing to Kristie Ely - Procurement Specialist III; faxed (907) 465-8678 or emailed to: [kristie.ely@alaska.gov](mailto:kristie.ely@alaska.gov). Deadline for questions will be 3pm, Alaskan Time, on September 9<sup>th</sup>, 2020.

**AREA INCLUDED IN THE CONTRACT:** All offices, foyers, hallways, entryways, stairwells, conference rooms, break rooms and bathrooms, are applicable to this Invitation to Bid.

**AREA EXCLUDED FROM THE CONTRACT:** IT equipment including keyboards, monitors, printers and telephones.

**RESTRICTED AREAS:** APSIN offices in Anchorage and certain file rooms statewide.

**TOBACCO-FREE/FRAGRANCE-FREE CAMPUS:**



Grounds and facility are tobacco-free/smoke-free, as well as fragrance-free for the well-being of our clients and staff. **Smoking is prohibited.** Eating and drinking if necessary, are to be done in designated, safe break rooms.

**CONTRACTOR AND EMPLOYEE QUALIFICATIONS:**

The contractor, subcontractors, 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 interest. The State may require removal of any worker from the work area whom is deems incompetent, insubordinate, or otherwise objectionable. The State will require that the contractor, subcontractors and all employees submit to fingerprinting and security clearance. It is the responsibility of the contractor to ensure that this requirement is met within 7 days of award of this contract. All costs involved will be borne by the contractor. If indemnification are necessary, the cost will be borne by the contractor.

**MINIMUM EQUIPMENT/PRODUCT NECESSARY TO PROVIDE SERVICES:**

- Sanitization fogging equipment.
- Disinfectant products used must meet the environmental protection agency's criteria for use against SARS-Cov-2., the cause of Covid-19.

<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>

All other tools and equipment such as brooms, mops, buckets, sponges, etc., necessary to complete the tasks outlined in this ITB.

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 Contract Administrator or their representative may inspect the equipment 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 the equipment before award of the contract.

**MATERIAL SAFETY DATA SHEETS (MSDS or SDS):** The contractor must maintain a notebook on site with all copies of the MSDSs and SDSs 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 and SDSs, 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 which results 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 divided by X locations square feet equals the price per square foot. By signing this ITB the contractor indicates their agreement with this provision.

**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 ITB. The contractor must provide standard commercial grade products, supplies, equipment, paper goods and protective gear. These items are subject to inspection and approval by the state. The successful bidder must submit for approval all supplies to be used in the contract within 10 days of the notice of award. The contractor may not use alternative cleaning products in lieu of those outlined in the minimums for products located on page 16. 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.

**BUILDING SECURITY:** The contractor will ensure that outside doors are kept locked at all times except when the building is normally open to the public. Interior building doors must remain secured except while work in the immediate area is in progress. All doors are to be closed securely, locked and security system armed when the contractor and employees leave the building. Janitors are required to turn off all lights at the end of each work period or as per instruction from the Contract Administrator. Any false alarms caused by the contractor which result in the State being charged a fine/fee by the alarm monitoring agency shall be deducted from the contractor's payment for that month.

**SUPERINTENDENTS:** The contractor, or a competent supervisor, will be on the job site at all times during performance of work. A competent 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.

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

**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 their employees from disturbing material on the desks, opening drawers or cabinets, using

telephones, copy machines, typewriters, 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.

**SCOPE:**

The contractors will be responsible for facility cleaning, disinfections and decontamination services based on the Center for Disease Control and Prevention's (CDC) guidance for OCS's ten (10) facilities.

**SERVICES TO BE PERFORMED**

- Supplies: Contractor(s) shall furnish and maintain all supplies required for disinfection and decontamination as outlined in the minimums on page 16. The cost of these supplies shall be the responsibility of the awarded contractor(s).
- Contractor(s) must follow manufacturer instructions shown on the product label, including application method, concentration, use of appropriate personal protective equipment specified on the label, and (surface?) contact time.
- Dumpsters/Trash Removal from Site: Dumpster services will be provided. Contractor is to place all trash/debris from the facility, in the dumpster and secure lid.
- Contractor(s) is required to provide cleaning services within 72 hours of notice to the designated location.
- Do not edit the bid schedule 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 II- Kristie Ely, if you have any request for revisions. If approved, we will update the document on the ITB through posted amendment.

**WORK WEEK: Covid Response and decontamination for Facilities,**

On call services seven (7) days a week, consisting of Sunday through Saturday. It is expected that the contractor response time for the on call services will not exceed 72 hours.

**CONTRACTOR WORK SCHEDULES:**

The bidder shall include with their bid a list of employees, the assigned tasks and a schedule in order to ensure adequate coverage to complete all services as scheduled in this bid.

**A. FACILITY DECONTAMINATION SERVICES:**

All surfaces must be disinfected and surfaces that are visibly soiled must be cleaned with soap/detergent and water before disinfecting. Surfaces include desks, counters, walls, chair rails, door knobs, common area furniture, stairwell railings, light switches, and kitchen/break room areas. Surfaces exclude IT equipment.

**B. COMMON DECONTAMINATION REQUIREMENTS:**

- Clean and disinfect all high touch surfaces using soap and water including tables, desks, cabinets, doorknobs, light switches, countertops, handles, toilets, faucets, sinks, and window knobs.
- Disinfect with an EPA-registered disinfectant following the instructions on the label to ensure safe and effective use of the product. Many products recommend keeping the surface wet for a period of time. Take precautions, such as wearing gloves and ensuring good ventilation during use of the product.
- Empty and wipe clean all wastebaskets; line with clean, appropriate size garbage bags. Wash wastebaskets thoroughly.
- Remove any boxes, containers or other items marked TRASH.
- Secure trash in plastic garbage bags and dispose of garbage bags away from the premises in designated on-site container. Trash shall be placed in the dumpster as soon as it is removed from the building. After disposal, the contractor must close and secure the container lids and/or doors.
- Remove all finger marks, dirt, smudges and foreign material from walls, doors, door frames, cabinets, appliance exteriors, woodwork, light switch cover plates, light switches, door knobs/handles, stairwell hand railings, elevator and all associated surrounding areas. Leave in a clean, polished and streak-free condition.
- Vacuum all carpeted floors, rugs, entry ways, staircases, elevator floor and elevator door tracks including edges and corners. Foreign material needs to be removed from floor manually if unfeasible with vacuum.
- Sweep and mop all vinyl floors with a dilute neutral-detergent solution including removing all foreign material and black marks.
- Vacuum and mop all chair mats with a dilute neutral-detergent solution including removing all foreign material and black marks.
- Clean and disinfect table surfaces in conference rooms, offices and public areas. (Flat surfaces are areas such as countertops, top of file cabinets, ledges, window sills).
- Clean all drinking fountains, bathroom fixtures, toilet/urinal stall partitions including shower stall with an EPA registered germicide, including removal of mineral and calcium deposits.
- Clean/disinfect all conference rooms, meeting rooms, reception areas, fixtures, counters, cabinets, wastebaskets, with an EPA registered germicidal, tuberculocidal, fungicidal, vermicidal disinfectant including removal of mineral and calcium deposits.
- Polish all stainless steel fountains, sinks and fixtures after cleaning/disinfecting and leave in a streak-free condition.
- Wash walls where wall coverings permits.

**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.

All semi-annual and annual cleaning services are to be coordinated with and inspected by Health Center staff. Before commencing work on any of these items the Contractor will contact Health Center staff and a written work schedule will be submitted stating what will be done, where Contractor will be cleaning, time of day Contractor will be performing the work, and when Contractor will be finished with the cleaning. If no contact is made for coordination and inspection and no work schedule is submitted, work may be required to be redone at no charge to the State.

**DEFECTIVE WORK:**

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

More than (3) three DCs 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.

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

**SAFETY/PERSONAL PROTECTIVE EQUIPMENT/SUPPLIES:**

Contractors will wear appropriate personal protective equipment to include gloves, face masks, face shields and protective clothing as required by the data sheets of the EPA certified disinfectants utilized.

**CLEANING AGENTS:**

- Disinfectant products used must meet the Environmental Protection Agency's criteria for use against SARS-COV-2., the cause of COVID-19.  
<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>
- Contractor(s) must follow manufacturer instructions shown on the product label, including application method, concentration, use of appropriate personal protective equipment of specified on the label, and contact time.

**KEY CONTROL AND SECURITY:** Special emphasis is placed on key control.

- On-site personnel will be available to provide access to the contractor, or issue a key or key card.
  - If any key or proximity card is lost by a contract employee, all locks affected will be re-keyed and keys will be revised/reissued. This is a very expensive process and the contractor will be held financially liable for all re-keying and reissue resulting from the loss of a key by the contractor or an employee of the contractor.

**SECTION VIII–BID SCHEDULE (Fillable Form attached as Attachment Covid Response Cleaning Bid Proposal)**

Bid schedule to be completed via separate Excel spreadsheet titled:

**Attachment \*\* ITB 210000005**

**Covid Response Cleaning Bid Proposal**

Enter a bid price outlining the cost per square foot for each location of interest. **POTENTIAL CONTRACTOR(S) ARE ONLY REQUIRED TO FILL OUT LOCATIONS THE CONTRACTOR IS INTERESTED IN PROVIDING SERVICES TO.**

If contractor(s) wishes to provide services to multiple city locations: Contractor will be required to fill out the travel cost listed below the square foot cost of location.

If Contractor(s) will provide a travel cost if travel is required to perform cleaning at different site locations. Travel costs outlined must be all inclusive and are only to be outlined if **REQUIRED FOR CONTRACTOR(S) TO TRAVEL TO LOCATION IN THE BID PROPOSAL.**

(Failure to complete virtual site-inspection for facility locations that the contractor is providing a bid by the designated date listed under Section VIII, page 15; will automatically deem contractor non-responsive.)

The State does not guarantee a minimum/maximum use for cleaning services. They will be on an as-needed basis only.

**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 proposal (by the offeror) 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.**

**(a) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities.

The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

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

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

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

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Name and Title of Authorized Representative

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Signature

Date



**Instructions for Certification**

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.