

STATE OF ALASKA INVITATION TO BID



DIVISION OF JUVENILE JUSTICE BETHEL YOUTH FACILITY JANITORIAL SERVICES

ITB 210000013

11/18/2020

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

950 STATE HWY BETHEL ALASKA 99559.

ISSUED BY:

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

PRIMARY CONTACT:

MICHAEL WILLIAMS

PROCUREMENT SPECIALIST
MICHAEL.WILLIAMS@ALASKA.GOV

(907) 465-6264

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION I - INTENT OF CONTRACT

1. **CONTRACT INTENT:** This Invitation to Bid (ITB) is intended to result in a one-year contract with three (3) optional, one (1) year renewals for Janitorial Services described herein, for the Department of Health and Social Services, Division of Juvenile Justice, Fairbanks Youth Facility.
2. **CONTRACT PERIOD:** The contract period shall begin at date of award for one year, with the option to renew for four (4) additional one-year terms under the same terms and conditions as the original contract. Renewal shall be exercised solely by the State.

SECTION II – INSTRUCTIONS TO BIDDERS

1. **INVITATION TO BID (ITB) REVIEW:** Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidder's comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.
2. **BID FORMS:** Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.
3. **SUBMITTING BIDS:** Bids may be submitted one of two ways:

Mail: Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Department of Health & Social Services
Division of FMS
Attention: **MICHAEL WILLIAMS**
Invitation to Bid (ITB) Number: **210000013**
ITB Title: BETHEL YOUTH FACILITY JANITORIAL SERVICES
P.O. Box 110650
Juneau, AK 99801

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

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

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

hss.procurement.proposal@alaska.gov.

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

When submitting a bid response via email, clearly label PDF documents, such as "Vendor A – bid response.pdf" (Vendor A is the name of the Bidder). The maximum size of a single email (including all text and attachments) that can be received by the State is 20mb (megabytes). If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes; each email must comply with the requirements above. Please also include an indication of multiple email submissions (1 of 2, 2 of 2, etc.).

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

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

4. **LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
5. **BIDDERS WITH DISABILITIES:** Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the procurement specialist no later than ten days prior to the deadline of the receipt of bids.
6. **COMPLIANCE WITH ADA:** By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

7. **BID SUBMITTAL:** To be considered responsive, the Bidder must return and adhere to the following:
 - a. Section VIII - Bid Schedule
 - b. Section IX - Federal requirements signed;
 - c. The laws of the State of Alaska;
 - d. Product or service offered must meet the specifications as described in this ITB;
 - e. A copy of the company's current Alaska business license;
 - f. Return any amendments that request the amendment be signed by the bidder and returned with the bid;

- g. All terms and conditions set out in this ITB;
- h. The applicable portion of the Federal Civil Rights Act of 1964; and
- i. The Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government.
- j. Alaska Bidder Preference worksheet.

SECTION III – CONTRACT INFORMATION

1. **CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
2. **CONTRACT CANCELLATION:** The State reserves the right to cancel the contract at its convenience upon 30 calendar day's written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.
3. **TERMINATION:** The State reserves the sole right to terminate the contract in whole or in part in the event of the Contractor's failure to perform in accordance with the provisions of any resultant contract. Failure to comply with any or all of the specifications may result in immediate termination of the contract in its entirety.
4. **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.
5. **F.O.B. POINT:** The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the State.
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:** The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.
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 specialists, employees or agents); attachments made by the State; damages to said alterations or attachments that may result from the normal operation and maintenance of contractor's equipment, or for losses occasioned by the State's fault or negligence. Nothing in this contract shall limit the contractor's direct liability, if any, to third parties and employees of the State for any remedy which may exist under law in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of contractor, its specialists, employees, or agents, is the cause of injury to such person.
5. **GENERAL:** The State certifies that it is purchasing this equipment for its own use and not for remarketing, and will not assign the on-order equipment to any party other than the contractor or contractor's affiliate without written consent of the contractor, which shall not be unreasonably withheld. The State reserves the right to sign any agreement which is deemed to be beneficial to the State. The State's ITB, the contractor's response, and the resulting Contract Award will be the complete and exclusive statement of the agreement between the parties, superseding all Bids or prior agreements, oral or written, and all other communication between the parties relating to the subject matter hereof.
6. **FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
7. **EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the low prices will govern.
8. **ALTERATIONS:** The contractor must obtain the written approval from the procurement specialist prior to making any alterations to the specifications contained in this ITB. The State will not pay for alterations that are not approved in advance and in writing by the procurement specialist.
9. **INSPECTION:** Equipment for lease may be subject to inspection and approval by the State prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.
10. **BID PREPARATION COST:** The State is not liable for any costs incurred by the bidder in bid preparation.
11. **CONFLICT OF INTEREST:** An specialist or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the specialist or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the specialist or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
12. **ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the Procurement specialist of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

13. **SUBCONTRACTOR(S):** Within five (5) working days of notice from the State, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.
14. **FORCE MAJEURE** (Impossibility to perform): The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
15. **DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
16. **DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.
17. **FILING A PROTEST:** A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.
18. **CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
19. **SEVERABILITY:** If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
20. **GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

21. **NOTICE OF INTENT TO AWARD:** After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the State's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent to award will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement specialist. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement specialist does so without a contract and at their own risk.
22. **WORKMANSHIP & MATERIALS:** All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, maintenance and inspections. Service, maintenance and inspections that are improperly done will be done over, by the contractor, at the contractor's risk and expense.
23. **LIABILITY:** The Contractor shall agree to repair, to the State's satisfaction, or replace with like items, without additional cost to the State, any State-owned article which becomes damaged, lost, stolen, or destroyed while in the Contractor's care.
24. **ANNOTATED LITERATURE:** Bidders must annotate their product literature to identify for the State the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the State, will cause the State to consider the offer non-responsive and reject the bid.
25. **SUPPORTING INFORMATION:** The State strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement specialist that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the State reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the State and may include the requirement that a bidder will provide a sample product(s) so that the State can make a first-hand examination and determination. A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the State, will cause the State to consider the offer non-responsive and reject the bid.
26. **FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER:** Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.
27. **NONDISCLOSURE AND CONFIDENTIALITY:** Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the State or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the State to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

28. **ORDER DOCUMENTS:** Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.
29. **VENDOR TAX ID NUMBER:** If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.
30. **CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
31. **PRICES:** The bidder shall State prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, State, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:
- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
 - "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
 - Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
 - Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air charter.
 - Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.
32. **PREFERENCE QUALIFICATION:** In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other State agencies, governments, or the general public.

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

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the Procurement specialist in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the State to reject the bid as non-responsive, or cancel the contract.

34. **HUMAN TRAFFICKING:** By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>

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

SECTION V – PREFERENCES

1. **ALASKA BIDDER PREFERENCE:** Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the State staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, is a limited liability company organized under AS 10.50 and all members are residents of the State, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of

the State; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

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

3. **USE OF LOCAL FOREST PRODUCTS:** In a project financed by State money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this State from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.
4. **LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE:** When agricultural, dairy, timber, lumber, or fisheries products are purchased using State money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.
5. **ALASKA PRODUCT PREFERENCE:** A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.
6. **EMPLOYMENT PROGRAM PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).
7. **ALASKANS WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.
8. **PREFERENCE QUALIFICATION LETTER:** Regarding preferences 6 and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other State agencies, governments, or the general public.

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

SECTION VI – INSURANCE AND LICENSING REQUIREMENTS

1. **INDEMNIFICATION:** The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.
2. **INSURANCE:** Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting specialist prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

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

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

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

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

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

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

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

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

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

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

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

SECTION VII –SPECIFICATIONS

SITE LOCATION: Bethel Youth Facility, 950 State Hwy, Bethel, AK 99559

CONTRACT PERIOD: March 1st, 2020 through February 28th, 2021 with the option to renew for three (3) additional one (1) year periods under the same terms, conditions, and price as the original contract. Renewals will be exercised at the sole discretion of the State.

WORK SCHEDULE: Janitorial services will be performed weeknights, Monday, Wednesday and Friday after 5:30 PM and prior to 10:00 PM or as agreed upon. When the day to perform certain janitorial services falls on a holiday, the work may be postponed to the next regular work day.

TOTAL SQUARE FEET: 4,000

AREA INCLUDED IN THE CONTRACT:

- Approximately 4,000 sq.ft. of total cleaning area on one level.
- **Number of Restrooms: 1 women, 1 men & 1 UA restroom**
- The area to be cleaned are the administrative offices located in the Bethel Youth Facility. This area consists of eight (8) private offices, a reception area, an open area with three (3) offices, two (2) interview rooms, a conference/video rom, work room, storage/supply room, file room, break room and hallways.

RESTRICTED AREAS AND EXCEPTIONS: Resident living areas and other secured areas are restricted to access for cleaning purposes.

AREA EXCLUDED FROM THE CONTRACT: All areas not specifically identified above.

SITE INSPECTION: Bidders are encouraged to visit the work site to inform themselves of the environment under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of the ITB. Arrangements may be made to inspect the site by contacting **Darrell Garrison, phone (907) 543-5200, no later than 4 days prior to bid opening.** The contact person is only empowered to allow bidders to view the work site. Any questions bidders have must be directed to the Procurement Specialist named on the front page of this ITB. The contact person cannot and will not answer bidders' questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB.

BUILDING SECURITY: This is a 24 hour secured facility. All custodians must agree to a criminal background check and be fingerprinted before being cleared for entry into the facility. Janitors are required to turn off all lights and notify on-duty facility staff upon completion of work.

HIPAA REQUIREMENTS: all custodians must agree to sign a HIPAA BAA as part of the resulting contract from this ITB and before being cleared for entry into the facility.

COMMUNICATION: At minimum one person fluent in reading, writing, and speaking American English to be present at all times when work is being performed.

CONTRACTOR AND EMPLOYEE QUALIFICATIONS: The Contractor, subcontractor, and all employees will be capable and experienced in the contract work performed. They will be free from communicable diseases. The successful Contractor and all employees who will be working at this site must pass a criminal background check, and be fingerprinted before performing services as part of this contract. The State may require removal of any worker from the work area whom it deems

incompetent, insubordinate, or otherwise objectionable. The State may also require removal of any worker from the work area whose continued presence is deemed contrary to the public or State's best interests.

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.

EMPLOYMENT OF MINORS: Minors are prohibited from performing work on this contract, and are not permitted on the premises while work is being performed. Minor children of the contractor, supervisor or employees of the contractor shall not be allowed on the premises.

CONDUCT OF WORK: All services will be performed as set in this ITB. All contract work will be completed without interfering with the performance of State business or work being done by other Contractors. The Contractor will prevent their employees from distributing material on the desks, opening drawers or cabinets, using telephones, copy machines, typewriters, computers or printers provided for official State use. If removed for cleaning convenience furniture and wastebaskets will be replaced in their original locations.

Smoking is prohibited. Eating and drinking if necessary is to be done in designated areas.

WORK INSPECTIONS: The Contractor will be prepared to make an inspection with the State's representative at the beginning of each week of the contract term.

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

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

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

STANDARD QUALITY:

Recycled paper: Bidders are notified that paper products furnished in the course of providing this service shall meet the following minimum recycled post-consumer material *content requirements shown below.

If the contractor furnished products that do not meet this minimum standard it will be grounds for the state to declare the bidder non-responsible, in default and to cancel the contract.

<u>Products</u>	<u>Minimum % content</u>
toilet paper	20%
paper towels	40%
paper napkins	30%
facial tissues	5%

* "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 their 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.

MATERIAL SAFETY DATA SHEETS (MSDS): The contractor must provide the Youth Facility Designee with copies of the MSDS's for all of the chemicals and cleaning agents that are used in the performance of this contract.

The bidder's failure to provide the MSDS's, during the time designated by the State will cause the state to declare the bidder non-responsible and to reject the bid or will be grounds for the state to declare the contractor in default and cancel the award of the contract.

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

- One commercial, dual motored upright vacuum cleaner with at least 70 inches of static water lift equipped with beater brush and attachments, or one commercial backpack vacuum cleaner with at least 90 inches of static water lift and all attachments necessary to clean carpets, edges, and corners.
- One commercial wet/dry vacuum cleaner with at least 90 inches of static water lift, minimum 10 gallon tank and equipped with attachments for vacuuming up stripper solution and water from floods.

All other tools and equipment such as but not limited to brooms, mops, buckets, and sponges necessary to complete the tasks detailed in this ITB.

The contractor must have access to the following equipment to be used in the performance of this contract:

- One low speed floor machine (175 RPM) for stripping/scrubbing floors.
- One high-speed floor machine (1500 RPM or greater) for polishing floors.
- One commercial grade carpet extractor, minimum 16-inch cleaning path and 8-gallon capacity.

Failure of the bidder to produce the equipment required within the time set by the state will be cause to consider the bid nonresponsive or to cancel the contract.

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

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

WORK AREA INCREASE OR DECREASE: The State reserves the right to increase or decrease the work area covered by the contract resulting from the ITB. The price per square foot of any increase or decrease will be equal to the initial price per square foot of this contract. The initial monthly rate divided by the square footage will determine the price:

$$\$(\text{Initial Monthly Rate}) \div (\text{Total Square Footage}) = \$(\text{Price}) \text{ per square foot.}$$

By signing and submitting a response to this ITB the Contractor indicates their agreement with this provision.

DEFECTIVE WORK: The Contractor will at their own expense remedy and correct any defect in work or an article which is provided in the connection with when the defect is brought to their attention. The Contractor will without additional cost to the State or

building owner, make good and be fully responsible for all injury or damage to persons or property which may result from the Contractor's fault or negligence or that of their employees. This includes damages resulting from the use of materials and equipment or from workmanship that is inferior, defective, or not in accordance with the terms and conditions of this ITB. Failure to provide any of the services described will cause the Procurement Specialist to issue a written warning to the Contractor with the Division copied. If the deficiency is not corrected within 12 hours of notification it will constitute a warning.

More than three warnings in a 60 day period will be grounds for the State to declare the Contractor in default.

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

MISCELLANEOUS INFORMATION:

Cleaning Agents:

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

Plastic Trash Bags:

1. The contractor shall furnish plastic liners for wastebaskets.
2. Liners shall be of heavy plastic, which resists tearing when filled.

REQUIRED SERVICES

THREE TIMES PER WEEK SERVICES: To be performed between 5:30 PM and 10:00 PM, each Monday, Wednesday and Friday.

- Empty, wipe clean with disinfectant, all waste baskets. Empty, and wipe clean ashtray located at the front door entry.
- Secure trash in plastic garbage bags and dispose of garbage in bags away from the premises in a designated on- site dumpster. After disposal, the contractor must close and secure the container lids and/or doors. This includes the collection and disposal of trash from the exterior walkway receptacles.
- Clean all mirrors and interior glass. Leave all interior glass in a clean and streak-free condition.
- Vacuum all carpeted floors.
- Check for spots on all carpeted floors and clean as needed with a solvent or cleaning method recommended for the stain.
- Mop all tiled floors with liquid disinfectant/detergent and water, rinse tiled floors with clean water then mop tiled floors dry.
- Buff all tiled floors to luster finish.
- Dust all flat surfaces, including counters, tables, file cabinets, and shelves weekly.
- Clean all dirt and smudge marks from walls, fixtures and window frames.
- Clean all drinking fountains, bathroom fixtures and employee kitchen sink with a liquid disinfectant. This specifically includes the removal of mineral stains.
- Maintain all paper, toilet-seat cover, soap and other dispensers that are furnished by the State, in a clean and useable condition and filled with products of proper size and type. Report maintenance problems to designated state personnel.
- Maintain all entry mats, where provided by the state, in a clean, dirt-free, and functional condition.
- Damp wipe table surfaces in public areas.
- Replace plastic waste basket liners. This is required at least once a week or whenever the plastic waste basket liner is torn or soiled.

The following items are required services on a less frequent cycle.

They will be included in the total monthly price.

• **MONTHLY ON THE FIRST MONDAY OF EACH MONTH:**

- Vacuum all fabric furniture and dust all wooden chair bases.
- Wash all windows and doors, inside only.

APPROXIMATELY TWO TIMES EACH YEAR ON A DATE AND TIME SET BY DESIGNEE OF THE BETHEL YOUTH FACILITY:

- Wash exterior windows leaving no streaks or unwashed places. Wipe water spots from sill and frames. Wash windows at equal intervals of time, weather and conditions permitting.
- Dust everything above six-feet measured from the floor.
- Wash all walls above six feet.
- Wash all waste baskets.
- Strip, wax and buff tiled floor to a luster finish.
- Shampoo all carpets in public halls, stairways and elevator lobby areas, ensure that all shampooed carpet is completely dry prior to the beginning of the state's normal business hours.
- Remove all light fixture covers from the light fixtures, wash and put back

SECTION VIII–BID SCHEDULE

BID SCHEDULE

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

- **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 quote opening.

Item #	Qty.	Unit	Description	Unit \$	TOTAL \$
1	12	Month	Do not edit this bid in any manner. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected. Contact the Procurement Specialist in writing with any questions.		
			Contract Intent: This ITB is intended to result in a term contract for Janitorial Services for the Bethel Youth Facility as described herein:		
			Contract Period: March 1st, 2021 through February 28th, 2022 with three (3) one (1) year renewal options to be exercised at the sole discretion of the State.		
			Service Per Month ALL QUOTES DUE BY 2:00 PM AST December 09, 2020		
				\$ _____	\$ _____
				GRAND	
				TOTAL:	\$ _____

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

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

BIDDER INFORMATION

CONTACT NAME: _____

COMPANY NAME: _____

ADDRESS: _____

_____ **ZIP** _____

PHONE: _____

FAX: _____

TOLL FREE PHONE: _____

E-MAIL: _____

SECTION IX – FEDERAL REQUIREMENTS

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

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

This document must be completed.

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

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

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

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

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

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

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