



## REQUEST FOR QUOTATION

Request for Quotation (RFQ) 10-029-21  
Fairbanks Admin Building Janitorial  
Services  
Quotations will be received until 2:00 p.m.  
Alaska Standard Time, June 15, 2021

PURCHASING OFFICE  
Department of Natural Resources  
Division of Forestry,  
550 West 7<sup>th</sup> Ave. Suite 1450  
Anchorage, Alaska 99501

Page: 1 of 11 Date: June 1, 2021

### VENDOR NOTICE (This is NOT a Purchase Order)

This is an informal quotation that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and the RFQ number on the outside of the return envelope.

#### WORKSITE LOCATION:

3700 Airport Way Fairbanks, Alaska

#### BUYER:

Michael Burkhead, Procurement Specialist, Phone: (907)269-8461, Email: michael.burkhead@alaska.gov

### VENDOR QUOTATION

#### Description of Service

### Fairbanks Admin Janitorial Services

#### PURPOSE

The Department of Natural Resources (DNR), Division of Forestry is soliciting competitive quotes to provide janitorial services at the Division of Forestry Admin Building in Fairbanks, Alaska.

#### PERIOD OF PERFORMANCE

The contract term shall be July 1, 2021 through June 30, 2026. All Contract work shall be completed by the Contractor within the Period of Performance.

DNR may enter into a month-to-month holdover extension, prior to the expiration of the current contract term. All exercised month-to-month holdover extensions shall be executed via written amendment to the contract. DNR will provide the Contractor written notice 30 calendar days prior to cancellation of any month-to-month holdover extension. The total cumulative dollar amount of each month-to-month holdover extension shall not exceed the unanticipated amendment limitations stated in Alaska Administrative Manual 81.700. All other terms and conditions specified by the contract shall remain the same during any month-to-month holdover extension period.

#### MINIMUM REQUIREMENTS

The bidder shall be a full-time janitorial service provider with at least two years of experience providing janitorial services in commercial facilities. Bidder's business must be located in the Fairbanks area.

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

#### METHOD OF AWARD

An award will be made BY LINE ITEM to the lowest responsive and responsible bidder based on the lowest cost to the State and after application of State of Alaska preferences. To be considered responsible, a bidder must provide and comply with all specifications, terms, and conditions of this solicitation.

Bidders must enter a cost for the line(s) they are bidding and on the Quote Schedule and meet the minimum requirements to be considered responsive.

## CONTRACT PRICES

Contract prices are to remain firm throughout the duration of the contract and any extension or renewal of the contract, unless authorized in writing by DNR.

## SCOPE OF WORK

The Department of Natural Resources, Division of Forestry, is soliciting bids for janitorial services at the Fairbanks Admin building at 3700 Airport Way in Fairbanks, Alaska. This building is a 1200 sq ft. annex that is across Sportsman Way from the main Department of Natural Resources building. Please see attached diagram of building footprint on page 12 of this document for reference.

### 1. GENERAL REQUIREMENTS

#### a. DESCRIPTION OF SERVICES

The Contractor shall provide all management, labor, tools, equipment, and supplies necessary to ensure that janitorial services are performed in a manner that will maintain a satisfactory facility condition and present a neat, clean, and professional appearance.

#### b. CONTRACT START-UP MEETING

Prior to beginning any work on the contract, the Contractor will meet with the Program Manager at a mutually agreed time and location. Purpose of the meeting will be to discuss the Contractor and State's expectations, review the scope of services, and exchange contact information. At the start-up meeting the:

#### CONTRACTOR MUST PROVIDE:

- 1) A copy of Quality Control procedures:
- 2) A list of all cleaning and restroom supplies that will be used during the contract to include product name, manufacturer, and item use:
- 3) MSDS's on all chemical that will be used during the contract; and
- 4) An annual schedule for services.

#### STATE WILL PROVIDE:

- 5) Any key(s) or security access code(s) that may be required for the Contractor to access the facility or area(s) within the facility;
- 6) Any information that may affect the Contractor's schedule or ability to provide required services, i.e., incident management activities, training, etc.

#### c. WORK WEEK

The Contractor shall perform janitorial services in a manner to create minimum disturbance or inconvenience to the use of the facility or State staff.

During the period of March 1 through September 30<sup>th</sup> of each contract year all Daily services are to be performed three days a week, Monday, Wednesday, and Friday, between the hours of 5:30 pm and 5:30

am.

During the period of October 1<sup>st</sup> through February 28<sup>th</sup> of each contract year all Daily services are to be performed one day a week, Friday, between the hours of 5:30 pm and 5:30 am.

Unless requested, the Contractor is not required to perform service on established State holidays. A copy of the current State calendar can be provided by the Program Manager or downloaded at the following website: <http://doa.alaska.gov/calendar/>.

d. INSPECTIONS

The State may conduct spot checks at any time during the contract performance period. Periodic scheduled inspections may also be done in coordination with the Contractor. Any unsatisfactory inspection (defect) shall be documented, and the Contractor shall correct the deficiency before 5:30 am the following day.

e. WEAPONS, FIREARMS, AND AMMUNITION

Contractor employees are prohibited from possessing weapons, firearms, or ammunition on themselves while on State property. Weapons, firearms, or ammunition may be kept locked within a Contractor-owned or privately owned vehicle at the Contractor's sole discretion and own expense. The State is not responsible for loss, damage, or theft of any Contractor employee weapon, firearm, or ammunition from a Contractor-owned or privately owned vehicle on State property.

f. SMOKING

Smoking is prohibited within the State facility.

g. MECHANICAL AND STORAGE ROOMS

The Contractor will not be required to provide janitorial services in mechanical and storage rooms.

2. CONTRACTOR REQUIREMENTS

a. QUALITY CONTROL (QC)

The Contractor shall develop and maintain a quality control program to ensure janitorial services are performed in accordance with commonly accepted commercial practices and services. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-performance and continual repeat of defective service does not occur. A copy of these procedures shall be provided to the State of Alaska at the Contract Start-Up Meeting.

b. CONTRACTOR-FURNISHED VEHICLES AND EQUIPMENT

The Contractor shall provide and maintain all vehicles and equipment necessary to perform the requirements of this contract.

Vehicles shall have the company name prominently displayed on both sides and be maintained to present a neat and professional appearance. The Contractor shall park vehicles only in designated areas and shall not drive vehicles across lawns.

All equipment used in the performance of this contract shall be in good operable condition and carry an Underwriters Laboratory (UL) listing. Equipment found to be unsafe and unable to function as designed shall not be used in performance of this contract. The Program Manager, Procurement Officer, or designated representative may inspect the Contractor's equipment and vehicles at any time and direct the removal of any unsafe or unusable equipment or vehicle from the installation. The Contractor shall provide adequate numbers of equipment items to effectively fulfill the scope of this contract. In addition, the Contractor shall maintain or have backup capability to provide continued service in the event primary equipment is down for

extended maintenance or repairs. Equipment failure shall not alleviate the Contractor from performing any requirement contained in this contract.

c. CONTRACTOR FURNISHED SUPPLIES

**The Contractor must provide the following:**

1) TOILET PAPER

Equivalent to Scott Soft Blend, 2 ply, 500 sheets/roll, or State-approved equivalent.

2) PAPER TOWELS

Paper towels, Rolled, or State-approved equivalent.

3) PLASTIC LINERS

Proper size for size of receptacle. Office baskets minimum of .5 mil thickness. Large receptacles minimum of 1.5 mil thickness.

4) TOILET ROOM FLOORS

Buckeye Blue floor cleaner or State-approved equivalent.

5) HAND SOAP

Anti-bacterial liquid soap suitable for use in existing dispensers.

Floor Wax, Carpet Shampoo, Sealer, Cleaning Agents, and other compounds, chemicals, or supplies to be provided as required to support contract requirements.

Cleaning agents, floor wax, sealer, shampoo, and other compounds, chemicals, or supplies shall only be used as directed by the manufacturer's specifications.

d. MISCELLANEOUS CONTRACTOR REQUIREMENTS

**Contractor and contractor staff shall:**

- 1) Report fire hazards, conditions, and items in need of repair to the Program Manager;
- 2) Turn in lost and found articles to the Program Manager;
- 3) Notify the Program manager when unauthorized or suspicious persons are seen on the premises;
- 4) Display appropriate caution signs when cleaning floors or other surfaces that might pose a risk of injury for any staff that are present.

e. PHYSICAL SECURITY

The Contractor shall be responsible for safeguarding all government property provided for contractor use. At the end of each work period all government facilities, equipment, and materials shall be secured.

Contractor employees entering any facility or area if it has been locked by State staff shall enter through one door and lock the door behind them. These facilities shall not be left unsecured at any time, including while work is being performed. Upon completing work in a facility or area, Contractor employees shall ensure all doors and windows that were secured upon their arrival are closed and secured upon their departure.

f. FACILITY ACCESS CONTROL

The Contractor shall establish and implement methods of making sure all keys, lock combinations, security access codes, or security badges issued to the contractor by the state are not lost, misplaced, or used by unauthorized persons. The contractor shall not duplicate any keys issued by the state. The contractor shall immediately report to the program manager or procurement officer any occurrences of lost or duplicated keys. In the event keys, other than master keys, are lost or duplicated, the contractor may be required, upon written direction of the procurement officer, to re-key or replace the affected lock or locks without cost to the state. The State may, however, at its option, replace the affected lock or locks or perform re-keying and deduct the cost of such from the monthly payment due the contractor.

g. CONTRACT MANAGERS

The Contractor shall provide a contract manager who shall be responsible for the performance of the work and who shall be capable of being contacted by cellular telephone Monday thru Friday from 8 a.m. to 8 p.m. The name and cellular telephone number of this person and an alternate who shall act for the Contractor when the manager is absent shall be designated in writing to the Program Manager. The contract manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The contract manager must also be available to meet with the Program Manager within one hour on any valid customer complaint or discrepancy. The contract manager and alternate(s) must be able to read, write, speak, and understand the English language.

h. CONTRACTOR PERSONNEL

Contractor personnel performing work under a contract resulting from this ITB must be legally able to work in the United States. At least one Contractor employee on-site at the work location must be able to read, write, speak, and understand the English language.

Contractor personnel shall present a neat appearance. Contractor personnel shall be easily recognizable while on the State premises in conjunction with this contract. This shall be accomplished through the wear of distinctive clothing, vests, overcoats, or hats, bearing the company name or logo. The coloring or design of the items selected should be such that identifies personnel easily and quickly for reasons of safety and personal protection.

The State is authorized to restrict the employment under the contract of any Contractor employee or prospective Contractor employee who is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the State. This includes being able to immediately have the Contractor remove and replace a Contractor employee who is or appears to be under the influence of drugs or alcohol, has or appears to have a communicable disease, is or appears to be belligerent or insubordinate, or whose continued presence is deemed contrary to the public or State's best interest. Contractor employees removed at the direction of the State may only be allowed back on the premises at the sole discretion of the State.

i. CONDUCT OF WORK

All contract work shall be completed without interfering with the proper performance of State business or work being done by other contractors. Contractor employees shall not disturb materials on desks, open drawers, or cabinets, or use telephones, computers, fax machines, copiers, or other equipment or supplies provided for official State use. All items removed for cleaning will be replaced in their original locations.

Minor children of the Contractor or Contractor employees shall not be allowed on the premises under any circumstances.

If, in the opinion of the Program Manager, the Contractor damages any State, State employee, or general public owned property the Contractor will make replacements and repairs to the approval of the Program Manager. If the Contractor is unable to make replacements or repairs, the State may hire another firm or assign State personnel to repair the damage. Cost of repairs or replacements done by another firm hired by the

State or by State employees will be deducted from the monthly invoice.

### 3. STATE-FURNISHED PROPERTY AND SERVICES

#### a. FACILITIES

There are no State furnished facilities for use by the Contractor in providing services under this contract except as described below.

#### b. JANITORIAL CLOSETS/CABINETS

Janitorial closets/cabinets may be available for use by the Contractor, without cost, for the purpose of storing materials and equipment, excluding flammable materials. The Contractor shall be required to maintain odorless and clean closets/cabinets. Closets/Cabinets shall be free of clutter and debris. Cleaning supplies and tools shall be stored and organized in such a manner as to allow easy access and movement in closet/cabinet. Closets/Cabinets provided for janitorial service use will be locked if locks are available. The State of Alaska will not be responsible for Contractor's stored supplies or equipment kept in the building or janitor's closets/cabinets or for the Contractor's employees' personal belongings.

#### c. REFUSE COLLECTION AND DISPOSAL

The State shall provide waste receptacles and dumpsters to dispose of trash or refuse generated during the performance of this contract. The Contractor will be responsible for providing any bulk containers (bins) required to collect trash from State provided receptacles and transport collected trash from the facility to the dumpster.

### 4. SERVICE REQUIREMENTS

#### a. DAILY SERVICES

During the period of March 1st through September 30th of each contract year all Daily services are to be performed three days a week, Monday, Wednesday, Friday, between the hours of 5:30 p.m. and 5:30 a.m.

During the period of October 1st through February 28th of each contract year all Daily services are to be performed 1 day a week, Friday, between the hours of 5:30 p.m. and 5:30 a.m.

##### 1) *TRASH*

Empty all interior and exterior trash receptacles and replace with proper-sized contractor-supplied plastic can liners as needed.

Remove all litter, cans, papers, cardboard, and other items marked "TRASH." Properly dispose of all collected items in the State-provided dumpster.

##### 2) *CARPETED TRAFFIC AREAS*

Vacuum all carpeted traffic areas in the building. At a minimum this will include walk-off mats (straighten all mats), entrances, corridors, and main traffic lanes in offices and around desks. Spot clean all carpets and walk-off mats to remove stains.

##### 3) *LAMINATED TRAFFIC AREAS*

Vacuum all laminated traffic areas in the building. At a minimum this will include walk-off mats (straighten all mats), entrances, corridors, and main traffic lanes in offices and around desks. Spot mop to clean all laminate and walk-off mats to remove stains.

##### 4) *LATRINES/BATHROOMS*

Clean, disinfect, and deodorize toilet room floors, plumbing fixtures, toilets, urinals, counters, mirrors, dispensers, sinks, walls, partitions, doors, and any other surfaces. Check function of all dispensers and

report discrepancies to the Program Manager. Provide and maintain toilet paper, paper towels, and anti-bacterial soap.

5) *BREAK ROOM*

Clean, disinfect, and deodorize all break room counters, and appliances.

6) *ALL AREAS*

Remove visible finger marks, dirt, smudges, etc. from walls and doors throughout the facility.

b. WEEKLY

Services to be performed on Friday of each week:

1) *CARPETED AREAS*

Vacuum all carpeted areas, including all hard-to-reach areas such as under counters, under furniture, and all nooks and crannies.

2) *LAMINATED AREAS*

Vacuum and mop all laminated areas, including all hard-to-reach areas such as under counters, under furniture, and all nooks and crannies.

3) *DUSTING*

Dust all surfaces up to six feet, including wall heat radiators, using a treated duster. The Contractor shall accomplish dusting by the removal of soil from the area, not moving it from one surface to another.

4) *CARPET PROTECTORS*

Damp mop with a neutral detergent all carpet protectors (chair desk mats) in the interior of the building.

c. MONTHLY

Services to be performed on the second Friday of each month:

1) *TOILET ROOM FLOORS*

Thoroughly scrub all toilet room floors, including corners and hard to reach areas, to remove dirt from tiles and grout.

*If manually cleaning mop with a solution of Buckeye Blue or equivalent to remove stains or soil. If using an automatic scrubber, use the above-mentioned solution in the scrubber after sweeping the floor thoroughly, but do not use wire, carbide, or steel brushes on the floor.*

2) *WASTEBASKETS*

Wash any wastebaskets that are unsanitary or malodorous.

d. QUARTERLY

Services to be performed by the third Friday of March, June, September, and December:

1) *BATHROOM COVE BASE*

Remove wash splatter, wax, and dirt off cove base in the bathrooms. Restore cove base to a polished appearance.

2) *WOOD DOORS*

Clean all wood doors using appropriate wood furniture polish.

e. SEMI-ANNUAL

Services to be completed by the fourth Friday in May and October:

1) *CARPETS AND WALK-OFF MATS*

In coordination with the Program Manager, shampoo all carpets and walk-off mats including all hard-to-reach areas such as under counters, under furniture, and all nooks and crannies. Where required, remove carpet protectors to access areas. Remove carpet stains, completely vacuum, shampoo using hot water extraction equipment and supplies, and completely re-vacuum all carpet. Shampoo areas that are inaccessible to equipment, such as corners, with manual scrubbing devices. After shampooing and allowing sufficient drying time, vacuum carpet following a pattern which will give the carpet pile a uniform appearance. Use portable floor and carpet blowers/dryers to completely dry areas before traffic.

2) *LAMINATE FLOORING*

In coordination with the Program Manager, thoroughly scrub all laminate flooring, including corners and hard to reach areas.

*If manually cleaning mop with a solution of Buckeye Blue or equivalent to remove stains or soil. If using an automatic scrubber, use the above-mentioned solution in the scrubber after sweeping the floor thoroughly, but do not use wire, carbide, or steel brushes on the floor.*

3) *WINDOWS AND GLASS DOORS*

Wash the interior and exterior of all windows and glass doors, leaving no streaks or unwashed places. Wash and wipe all sills and frames, leaving no water spots. Use drop-cloths as required to protect adjacent surfaces, fixtures, and furniture.

f. UNSCHEDULED SERVICES

During the contract year the State may require additional janitorial services on an as-needed basis. This will most likely be required during the period of May 1st through September 30th and will most likely be for the daily cleaning services shown above to be done on a weekend or holiday. However, unscheduled servicing of other-than-routine-nature, such as emergency clean-up involving broken water pipes, etc., may also be required during the contract period. If called by the Program Manager to provide unscheduled services, the Contractor shall respond and have employees on-site, ready to work at a time mutually determined between the Contractor and the State.

Cleaning and disinfecting the facility in response to a confirmed COVID-19 case(s) shall be in accordance with the Centers for Disease Control (CDC), Cleaning and Disinfecting Your Facility guideline: <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>

Unscheduled daily cleaning services on a weekend or holiday will be paid at the per service rate accepted by the State in the Contractor's bid.

## SERVICE CONTRACT DEFICIENCIES

The Contractor's failure to provide a service required by this contract will be grounds for the State to issue a Service Deficiency Claim (SDC) to the Contractor. The SDC will be provided to the Contractor in writing. The Contractor will advise the State, in writing, of the corrective action being taken.

If a deficiency is not corrected before 5:30 a.m. the following day from the time it is issued, the State may issue another SDC and procure, from another Contractor, the services necessary to correct the problem. The Contractor will then be obligated to reimburse the State for the amount required to correct the problem.

If a Contractor gets more than two substantiated SDCs in a 30-day period or a total of five substantiated SDCs in a 60-



day period, it will be grounds for the State to declare the Contractor in default and may result in cancellation of the contract.

## WORKMANSHIP AND 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 redone, by the Contractor, at the Contractor's sole risk and expense.

## 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 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 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.).

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

## SITE INSPECTION

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this RFQ will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions, and specifications of this RFQ. The site may be inspected by contacting **Tina Donahue** at **(907)451-2600**.

This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this RFQ or the terms, conditions, and specification of this RFQ. Any questions potential bidder have must be directed to the procurement officer listed in the header of this document.

## ENROLLMENT IN IRIS

Bidders will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this RFQ. Enrollment can be done online at the following link: <https://iris-vss.alaska.gov/webapp/PRDVSS1X1/AltSelfService>. Bidders who are not enrolled prior to award of a

contract will be notified by Division of Forestry Procurement. Failure of an offeror to enroll in the IRIS database will delay award of the contract and may delay issuance of contract work.

BID SCHEDULE  
RFQ 10-029-21

## FAIRBANKS ADMIN BUILDING JANITORIAL SERVICES

Bidders must submit their costs on this Bid Schedule form. Failure to complete and submit this Bid Schedule form will result in rejection of the bid, as being non-responsive.

Contract prices shall remain firm through the duration of the contract and any contract extensions or renewals and shall include all costs associated with performing required services.

This RFQ will be awarded to the lowest responsible and responsive bid based on Contract Total cost.

Quotations will be received until 2:00 p.m. Alaska Standard Time, June 15, 2021.

### A. COST OFFERED

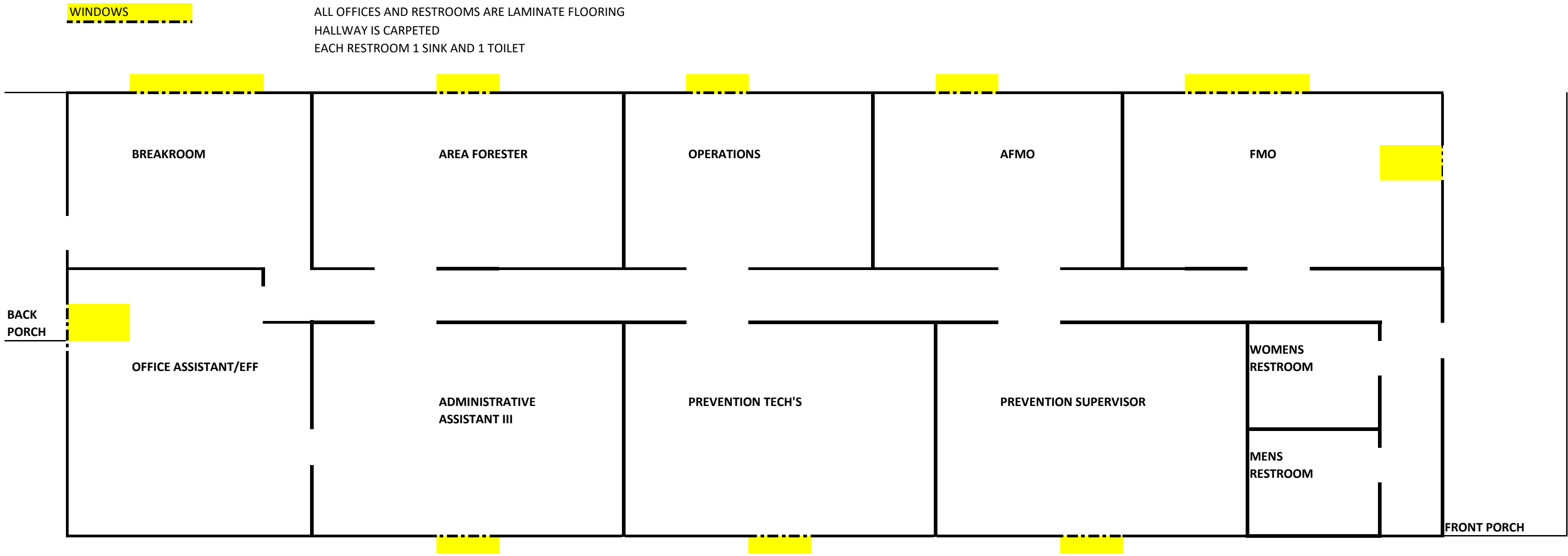
I ITEM	DESCRIPTION	UNIT COST
1.	<b>October 1 – February 28</b> all services as required in RFQ	PER MONTH \$
2.	<b>March 1 – September 30</b> all services as required in RFQ	PER MONTH \$
3.	<b>Unscheduled Daily Cleaning Services</b> as required in RFQ	PER DAY \$
4.	<b>CONTRACT TOTAL (sum of 1 + 2 + 3)</b>	\$

### B. PREFERENCE CERTIFICATION

ITEM	QUESTION	YES	NO
1.	Does your company qualify for the Alaska Bidder's Preference?		
2.	Does your company qualify for the Alaska Veteran's Preference? <u>If yes</u> , provide a copy of your DD 214 with your service/social security number, date of birth, and other Privacy Act protected information redacted or "inked" out.		
3.	Does your company qualify for the Alaskans with Disabilities preference? <u>If yes</u> , you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		
4.	Does your company qualify for the Employment Program Preference? <u>If yes</u> , you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		

### C. OFFEROR INFORMATION

1.	Printed Name of Company Representative:
2.	Signature of Company Representative:
3.	Date Signed:



# INSTRUCTIONS AND TERMS AND CONDITIONS

## 1. REQUEST FOR QUOTATION (RFQ) REVIEW

Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ.

## 2. QUOTATION FORMS

Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.

## 3. SUBMISSION

Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.

## 4. QUOTE REJECTION

The State reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.

## 5. EXTENSION OF PRICES

In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.

## 6. ALASKA PROCUREMENT CODE

The Procurement Code (AS.36.30) and its Regulations (2 AAC Ch. 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC Ch. 12 are available at most public libraries and legislative information offices; and both are available for review at Alaska State Purchasing Offices.

## 7. PRICES

The offeror shall state prices in the units of issue on this RFQ. 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 must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror 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.

## 8. PAYMENT FOR STATE PURCHASES

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement which establishes a lower interest rate or precludes the charging of interest.

## 9. PAYMENT DISCOUNT

Discounts for prompt payment will not be considered in evaluating the price you quote. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.

## 10. VENDOR TAX ID NUMBER

If goods or services procured through this RFQ 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.

## 11. 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.

## 12. SEVERABILITY

If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

## 13. TITLE

Title passes to the State for each item at FOB destination.

#### 14. FILING A PROTEST

An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee 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. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.

#### 15. COMPLIANCE

In the performance of a contract that results from this RFQ, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

#### 16. SUITABLE MATERIALS, ETC.

Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

#### 17. SPECIFICATIONS

Unless otherwise specified in the RFQ, product brand names or model numbers are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

#### 18. FIRM OFFER

For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of 90 days from the date of quote opening.

#### 19. QUOTE PREPARATION COSTS

The State is not liable for any costs incurred by the offeror in quote preparation.

#### 20. CONSOLIDATION OF AWARDS

Due to high administrative costs associated with processing of purchase orders, a single low quote of \$50 or less may, at the discretion of the State, be awarded to the next low offeror receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST" above.

#### 21. CONTRACT FUNDING

Offerors 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.

## 22. 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.

## 23. ASSIGNMENT(S)

Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the procurement officer of the contracting agency. Quotes that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

## 24. SUBCONTRACTOR(S)

Within five 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.

## 25. FORCE MAJEURE (Impossibility to perform)

The parties to a contract resulting from this RFQ 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 Agreement, 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.

## 26. LATE QUOTES

Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.

## 27. CONTRACT EXTENSION

Unless otherwise provided in this RFQ, the State and the successful offeror/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.

## 28. 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.



## 29. DISPUTES

If a contractor has a claim arising in connection with a contract resulting from this RFQ 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.

## 30. GOVERNING LAW; FORUM SELECTION

A contract resulting from this RFQ is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 29 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.

## 31. 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 quote the offeror 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, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

## 32. CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of a contract resulting from this RFQ, the Contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

## 33. ORDER DOCUMENTS

Except as specifically allowed under this RFQ, 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 RFQ. 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 RFQ.

## 34. BILLING INSTRUCTIONS

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. 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.

## 35. OFFERORS WITH DISABILITIES

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFQ as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.

### 36. COMPLIANCE WITH ADA

By signature of their quote the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

### 37. ALASKA BIDDER PREFERENCE

The award of a contract based on a Request for Quotation (RFQ) will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of 5% has been applied. An "Alaska bidder" is a person who: (1) holds a current Alaska business license; (2) submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license; (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company 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).

### 38. 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 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).

### 39. 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 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.

### 40. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE

When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a 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.

#### 41. ALASKA PRODUCT PREFERENCE

A bidder that designates the use of an Alaska Product which meets the requirements of the RFQ specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Commerce & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

#### 42. 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 15% in accordance with AS 36.30.321(b).

#### 43. ALASKANS WITH DISABILITIES PREFERENCE

If a bidder qualifies for the Alaskan bidder's preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of 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.

#### 44. PREFERENCE QUALIFICATION LETTER

Regarding preferences 42 and 43 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' qualification for a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 42 or 43 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the quote is opened, and must attach a copy of their certification letter to their quote. The bidder's failure to provide this certification letter with their quote will cause the State to disallow the preference.

## APPENDIX B<sup>1</sup>

### INDEMNITY AND INSURANCE

#### ARTICLE 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.

#### ARTICLE 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.

**2.1 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.

**2.2 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 claim.

**2.3 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 claim.

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