

INVITATION TO BID

ITB No: 2522S020



STATE OF ALASKA
Department of Transportation & Public
Facilities
Statewide Contracting and Procurement
3132 Channel Drive, Suite 350
Juneau, Alaska 99811-2500

THIS IS NOT AN ORDER

DATE ITB ISSUED: August 24, 2021

ITB TITLE: JANITORIAL SERVICES FOR THE ALASKA OFFICE BUILDING JUNEAU, ALASKA

Sealed bids must be submitted to the Division of Facilities Services Contracting and Procurement Group. Bids must be received & time and date stamped by the Prior to 2:00 PM on September 14th, 2021, at which time they will be publicly opened.

DELIVERY LOCATION: SEE BID

DELIVERY DATE: SEE BID

F.O.B. POINT: FINAL DESTINATION

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive notification of subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (1) the Bidder has a valid Alaska business license, or will obtain one prior to award of any contract resulting from this ITB. If the Bidder possesses a valid Alaska business license, the license number must be written below or one of the following forms of evidence must be submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the Bidder's valid business license;
 - a sworn notarized statement that the Bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion and that the Bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a Bidder fails to comply with (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. If a Bidder fails to comply with (2) of this paragraph, the State may reject the bid, terminate the contract, or consider the contractor in default. Bids must be also submitted under the name as appearing on the Bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

Heather Pedersen
Procurement Officer

Phone: (907) 465-8223
TDD: (907) 465-3124
Email: heather.pedersen@alaska.gov

1) _____	5) _____
COMPANY SUBMITTING BID	TELEPHONE NUMBER
2) _____	6) _____
AUTHORIZED SIGNATURE	ALASKA BUSINESS LICENSE NUMBER
3) _____	7) _____
PRINTED NAME	FEDERAL TAX ID NUMBER
4) _____	8) _____
DATE	E-MAIL ADDRESS

This procurement is being processed and administered under the DOT&PF delegation of procurement authority in accordance with AS 36.30.270 and COB #03-006.

INSTRUCTIONS TO BIDDERS:

1. INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' 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: 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.

Bidder's Return Address	
STATE OF ALASKA Department of Transportation & Public Facilities Facilities Contracting and Procurement 3132 Channel Drive, Suite 350	
<u>Physical:</u> 3132 Channel Drive, Suite 350 Juneau, Alaska 99801	<u>Mailing:</u> P.O. Box 112500 Juneau, Alaska 99811-2500
ITB No.: 2522S020	
Opening Date: September 14 th , 2021 @ 2:00 PM	

4. ELECTRONIC BID SUBMISSION: Bids may be emailed to, dotstatewideprocurement@alaska.gov, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that 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 and each email must comply with the requirements described above. The State is not responsible for unreadable, corrupt, or missing attachments. It is the Bidder's responsibility to contact the issuing office at (907) 465-8448 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

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

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

6. 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.

7. 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.

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. SUITABLE MATERIALS, ETC.: Unless otherwise specified, all materials, supplies or equipment offered by a Bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

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

- 5. 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.
- 6. EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.
- 7. BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.
- 8. CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low Bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in *"INSTRUCTION TO BIDDERS"*, *"FILING A PROTEST"* above.
- 9. CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 10. CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- 11. ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the Procurement Officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- 12. SUBCONTRACTOR(S):** Within five (5) working days of notice from the state, the apparent low Bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.
- 13. FORCE MAJEURE (Impossibility to perform):** The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 14. LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
- 15. 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.
- 16. 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.
- 17. 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.
- 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.

SPECIAL CONDITIONS:

- 1. 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.
- 2. BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

3. 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.

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.

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, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

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

- (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.

Note: Out-of-state business may obtain a business license online, through the Division of Corporations, Business, and Professional Licensing located here: <http://commerce.alaska.gov/dnn/cbpl/Home.aspx>. If any questions in regards to licensing occur, it is the sole responsibility of the bidder to make certain the proper license has been obtained.

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.

ALASKA BIDDER PREFERENCE: An Alaska Bidder Preference of five percent (5%) will be applied prior to evaluation. The preference will be given to a bidder who:

- (1) holds a current Alaska business license at the time designated for bid opening;
- (2) submits a proposal for goods or services under the name appearing on the Bidder's current Alaska business license;
- (3) has maintained a place of business within the State staffed by the Bidder, or an employee of the Bidder, for a period of six months immediately preceding the date of the bid;
- (4) is incorporated or qualified to do business under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the State, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the State; and

(5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

ALASKA BIDDER PREFERENCE STATEMENT: In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the Bidder is eligible to receive the Alaska Bidder Preference.

If the Bidder is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the State.

If the Bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the State.

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.

BIDDERS 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 Division of Transportation at one of the following numbers no later than 7 days prior to Bid Opening to make any necessary arrangements.

Telephone: (907) 465-8446

Callers with telephone accessibility needs are encouraged to call the Alaska Relay Service. The Alaska Relay Service provides telephone accessibility to people who are deaf, hard-of-hearing or speech disabled. Callers should be prepared to provide the specific phone number at the Department of Transportation & Public Facilities that they wish to call:

Alaska Relay Service Phone Numbers and websites:

Voice or TTY:	Dial 711 (if voice, wait on line for representative to answer)
TTY:	1-800-770-8973 (text only)
Voice:	1-800-770-8255
VCO Direct:	1-800-770-6108 (Voice Carry Over)
ASCI:	1-800-770-3919
STS:	1-866-355-6198 (Speech to Speech)
Spanish:	1-866-355-6199
IP Relay:	Visit www.sprintrelayonline.com (Internet Relay)
Website:	Visit www.AlaskaRelay.com

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 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.

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.

CONTRACT PERFORMANCE LOCATION: By signature on their bid, the Bidder certifies that all services provided under this contract by the Contractor and all subcontractors will 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 Officer 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.

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

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the procurement of Janitorial Services for the Combined Facility (Courthouse) and Regional Office Building located in Kodiak, Alaska.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of the Procurement Officer of Record for the Department of Transportation & Public Facilities, Statewide Contracting and Procurement.

CONTRACT PERIOD: The length of the contract will be from approximately October 1, 2021, through September 30, 2022, with the option to renew for five (5) additional (1) year renewal options, under the same terms and conditions as the original contract. Renewals are to be exercised solely by the State. The State will issue Unilateral Renewal Options for each exercised optional renewal.

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. The Procurement Officer will provide a copy of the Notice of Intent to each company or person who responded to the ITB. Bidders identified as the apparent low responsive Bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Procurement Officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer, does so without a contract, and at their own risk.

PAYMENT FOR STATE PURCHASES: Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to

1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

INVOICES: Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will only make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

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 will 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.

INSURANCE: Without limiting Contractor's indemnification, it is agreed that Contractor will 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 will be the minimum acceptable limits. If the Contractor's policy contains higher limits, the State will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Procurement 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 will be grounds for termination of the Contractor's services. All insurance policies must 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 must 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.

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.

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of State agencies when third party financing agreements are permitted, they will not be allowed under this contract.

PRICES ADJUSTMENTS: The State will consider price fluctuations during the term(s) of the contract.

The Contractor's Bid Pricing (contract prices) will remain firm from the date of award through July 31, 2022. Beginning August 1 2022, the Contractor may request price adjustments, in writing, thirty (30) days prior to the date the adjustment will take effect. If the Contractor fails to request a CPI price adjustment 30 days prior to the renewal date, the adjustment will be effective 30 days after the State receives their written request.

Prices will be adjusted using the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI-U) for All Urban Consumers - All Items - Anchorage Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average of **July through December of 2021**; and each July through December six-month average thereafter. The percentage difference between those two CPI indexes will be the price adjustment rate for that request.

No retroactive price adjustments will be allowed.

PRICE DECREASES: During the period of the contract, all price decreases experienced by the Contractor must be passed on to the State. Failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract and the contract will be terminated.

SITE INSPECTION: The state may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SERVICE SCOPE OF WORK: The Department of Transportation & Public Facilities, is soliciting proposals to provide janitorial services for the Alaska Office Building, Juneau, Alaska.

COMPLETION OF SERVICE: The service will not be complete and the equipment will not be considered serviced, repaired, or acceptable until it performs in compliance with the manufacturer's published performance specifications.

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

If a deficiency is not corrected within 7.5 working hours 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.

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.

CONTINUING OBLIGATION OF CONTRACTOR: The Contractor agrees that none of its responsibilities under this contract are transferable and that the Contractor alone shall continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies.

By signature on the face page of this ITB, the Bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

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.

CONTRACT CHANGES: Buildings may be added to services during the contract by written agreement between the contractor and the State. The contractor will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Transportation & Public Facilities or the Commissioner's designee.

SPECIFICATIONS

PROJECT REQUIREMENTS

The following Project Requirements add to or enhance other contract provisions of the Contract Documents. Where any of these Project Requirements conflict with or provide an uncertainty as to the meaning of other provisions of the Contract Documents, the Contractor shall, upon discovery and prior to commencing Work, request clarification from the Contracting Officer. The Contracting Officer will provide written clarification within a reasonable time.

General Project Requirements

1. In addition to the billing instructions provided in Special Conditions, the Contractor shall submit monthly invoices for services completed the previous month, referenced by Bid Item. For Bid Items covering quarterly, semiannual and annual services, the Contractor may elect to perform part of the services each month on a definite schedule, as approved by the Project Manager, provided that all services are completed by the specified interval. For these Bid Items, the Contractor may invoice on a pro-rata basis each month.
2. The Contractor is to be aware of the hazardous Materials that exist in the AOB. Original Pipe fittings insulation hidden in walls and ceilings, original 6"X6" vinyl floor tile and associated mastic, and gypsum wallboard mud in some ceiling locations have been shown to contain Asbestos. Employees will need to be trained in asbestos safety. No dry or abrasive floor scrubbers that could potentially damage tiles will be used.
3. The Contractor shall provide the Project Manager with 24-hour/day means of contacting the Contract Administrator, in case of emergency or contract compliance issues.
4. Cleaning agents/materials
 - a. Contractor shall not use corrosive, caustic or acidic cleaning agents, which may damage finished surfaces if improperly used, unless approved by the Project Manager.
 - b. Contractor shall not use abrasive cleaning materials, such as steel wool and scouring powders, which tend to streak or abrade porcelain fixtures.
 - c. Cleaning supplies must meet CDC recommendations. Please reference the EPA list N found at <https://www.epa.gov/coronavirus/about-list-n-disinfectants-coronavirus-covid-19-0>
5. The Contractor shall be accountable for keys and access devices provided by the State, and shall be financially responsible for replacing lost keys and rekeying any locks compromised by failure to exercise due diligence and proper supervision.
6. The Contractor shall provide plastic can liners for wastebaskets, trash receptacles and restroom trash and napkin receptacle. Check liners when emptying trash and replace when torn or soiled.

7. The Contract Administrator or other designated supervisor shall inspect the entire work area after each day's services are performed, to verify that
 - a. all required services have been satisfactorily performed,
 - b. doors and windows are closed and secured as directed, and
 - c. lighting is switched off as directed.
8. The Contractor shall provide two-ply, facial quality, toilet paper.
9. The Contractor shall designate a Contract Administrator to administer the Contract. The Contract Administrator need not be exclusively assigned to the contract but shall be locally available during normal State business hours and when Contractor's employees are on-site performing the work. The Contract Administrator shall have full authority to manage day-to-day operations and act on behalf of the Contractor. The Contract Administrator shall perform the following functions: (1) coordinate the work with the State Project Manager, (2) ensure the work is performed in accordance with contract requirements and (3) receive and resolve service complaints. The Contract Administrator shall understand, speak, read and write English fluently.

The Contract Administrator shall possess a combination of training, experience, and management skills to administer the contract satisfactorily. The Contractor shall submit a resume for the proposed Contract Administrator, containing a full statement of relevant training and experience, together with names and telephonenumberes of references able to verify experience, training and previous performance. Appointment and retention of the Contract Administrator is subject to the approval of the Contracting Officer.

10. While work is underway at least one person who can speak, read and write English fluently shall be present in the building at all times.
11. Minors, including family members of the Contractor and employees, shall not be on the Project site during contract Work hours and are prohibited from performing any Work under this contract. The exception to this shall be minors with valid work permits issued by the Alaska Department of Labor. The valid work permit must be submitted prior to the first day of work for approval by the Project Manager. The minor must comply with all security requirements of this contract. The Contractor shall keep a detailed record of hours worked by any minor employed. Records must show that the minor has worked the correct number of hours and received the correct number of breaks at the correct times for their age group in accordance with the statutory requirements of the Department of Labor. The Contractor must submit a copy of these records with the monthly invoice for any month in which a minor is employed.
12. The Contractor shall furnish all labor, equipment, supplies and material necessary to accomplish the work described in these Contract Documents.

Unless otherwise specified in the Project requirements, the Contractor shall provide standard commercial grade products, supplies, equipment, paper goods, and rest-room supplies, of types and sizes to fit existing agency- provided dispensers. These items are subject to inspection and approval by the Contracting Officer. The Contractor may not use alternative restroom product dispensers in lieu of those already in place without the approval of the Contracting Officer. The Contracting Officer may require the Contractor to submit, for approval, a list of proposed brand names and/or actual product samples of the supplies the Contractor intends to use.

13. In accordance with federal law and as a condition of contract Award, the Contractor shall provide to the Contracting Officer evidence that copies of all Material Safety Data Sheets (MSDS) (relating to all the chemicals and cleaning agents that are to be used in the performance of this contract) are available to their employees. During the course of the contract, MSDS's for newly acquired products, not identified at Award, shall also be made available. Within two hours, the Contractor shall provide to the Contracting Agency copies of any requested MSDS.
14. As a condition of contract Award the Contractor shall provide to the Contracting Officer a detailed work schedule listing the anticipated performance dates of all scheduled Work under the contract. Updated schedules shall be provided to the agency upon request or in the event that dates change from those originally shown. In addition, the Contracting Officer shall be notified **48** hours in advance of performing any non-routine Work.
15. Work Hours: See specific bid items.
16. The contractor shall turn off all designated lighting and lock outside doors and windows at the end of each work day.

The area included in the contract are all offices, cubicles, foyers, corridors, hallways, entryways, lobbies, conference rooms, restrooms, employee break rooms, janitor rooms, interior glass partitions, display cases, entry doors, and interior windows.

17. The area excluded from the contract are maintenance shops, elevator shafts, machine rooms, boilerroom, fan room, plenums and air-locks and designated storage rooms.
18. Contractor shall have personnel available twenty-four (24) hours per day, seven (7) days per week, who are specifically trained to respond to cleanups involving Blood borne Pathogens: protection, clean-up, and disposal. This service shall be available at no additional cost to the State.
19. Work Restrictions

a. The State recognized holidays are:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- President's Day
- Seward's Day
- Memorial Day
- Independence Day
- Labor Day
- Alaska Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

b. Nonsmoking Building: Smoking is not permitted within the State-owned buildings or within 25 feet (8 m) of entrances, operable windows, or outdoor air intakes.

20. Office/Storage Space

- a. There will be no storage or office space available for contractor use in this building.

21. Maintenance Issues

- a. Report any maintenance issues to the Facilities Call Center (907) 465-5689 or Building Security(907) 465-2100.

Equipment Requirements

1. All equipment and attachments necessary to perform the Work described in these Contracts Documents must be available for the Contracting Officer's inspection at the site named by the Contractor. The equipment and attachments must be in good condition and capable of performing the Work for which they were intended. If new equipment is on order, purchasing documents which describe the equipment sufficiently for evaluation must be available for review by the Contracting Officer. Such equipment must be on the job site within 30 calendar days from the date of the inception of the contract. The new equipment will be subject to inspection for compliance. Bidder's who fail to comply with this requirement will be considered to be not responsible and the Contracting Agency will reject the bid or cancel the contract.
2. Equipment requirements anticipated for performance of Work under this Contract are:
 - a. Vacuum cleaners equipped with beater brush (roller brush), and rated at least 150 CFM. Vacuum cleaners shall be in good working condition and are subject to inspection by the State. At least one vacuum cleaner shall be equipped with hose attachments to clean hard-to-reach areas such as under desks and tables. The total number of vacuum cleaners required shall be calculated as the carpeted floor area (in square feet) divided by 15,000, rounded up to the next whole number, provided that at least two vacuum cleaners shall be on hand.
 - b. One wet/dry vacuum cleaner, minimum 2 HP and 10-gallon container, to be used for edge vacuuming and water pickup.
 - c. One dual-speed floor machine, 1000 RPM for floor buffing and 500 RPM for dry stripping and spray buffing
 - d. Commercial model carpet shampooer
 - e. The Contractor shall provide adequate backup equipment to assure that services are provided when scheduled, even if primary equipment is broken down or otherwise unavailable for use.
3. Supply the Project Manager with a complete listing of all available equipment prior to contract Award. Throughout the contract period, the Contractor shall update the listing, within three working days, to reflect any equipment changes. All listings shall include the following information for each piece of powered equipment
 - a. Type, name and model number
 - b. Physical location (where stored).
 - c. Contractor-owned or rented. If required equipment is not yet available, state how such equipment will be obtained prior to commencement of work.

Deliverables

The contractor will be required to provide the following deliverables:

- (a) Provide high quality janitorial services so State of Alaska employees have a clean and safe work environment.
- (b.) Collect and dispose of wastepaper and other trash as designated.
- (c) Vacuum carpeted areas and sweep hard surface floors to remove dirt and dust
- (d) Clean and sanitize restroom toilets, sinks, floors, urinals, divider panels, doors, and receptacles.
- (e) Supply restroom soap, toilet tissue, paper towels feminine products, toilet seat covers, and other restroom items.
- (f) Dust desks, tables, counters, and other accessible horizontal surfaces, walls, and furniture up to a height of 6 feet from floor.
- (g) Ensure all floor P-Traps in restrooms are full.
- (h) Additional COVID sanitization in specified areas as needed per CDC guidelines.

Security Clearance

Prior to commencing work under this contract, The State of Alaska requires the Contractor and any principals, officers, or employees who will work on State premises provide and pay for a State of Alaska, Department of Public Safety Criminal History Report. Background checks will only be valid for One (1) year; new background checks will be required each year for all employees performing work under this contract.

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

Acceptance or denial of the individual is at the sole discretion of the State. The decision is final. Due to security and confidentiality requirements the reason why any individual is denied will not be divulged. Background checks shall remain confidential.

The Contractor during the term of the Contract shall notify the regional Project Manager of any employee actions, arrests, judgments, or criminal activities that could affect the initial acceptance determination. This notification must be made within 7 days of the Contractor's awareness of the condition. If the Contractor fails to comply with this paragraph, the State of Alaska may terminate the contract.

If there is a change in personnel the above information shall be supplied to the State at least 72 hours prior to the person performing work on site.

BID SCHEDULE

The proposed hourly billing rate must include all training, supervision, equipment, and supplies, as well as all administrative and overhead costs to include, but not limited to, licensing, wages, profit, insurance, taxes, and fees.

Due to budgetary constraints Bid Items C, D, and E request the same services with different frequencies. The bid item, which is determined to provide the most service and remain within the monies allocated, will be used in evaluating the contracts cost. Contractor must provide a cost for each item or the bid will be considered to be nonresponsive.

BID ITEM "A"· DAILY SERVICES (INSIDE)

Perform daily services (inside) each regular State workday, between the hours of 5:00pm and 6:00am, except on State holidays. This shall include the break rooms.

- Empty wastebaskets and trash receptacles, collect with other designated "TRASH" (if any), securely bag loose paper and other refuse likely to be wind-blown or attract birds and deposit in State-furnished dumpster. When not actually in use, keep dumpster lid closed and secured to minimize litter.
- Sweep hard-surface floors, using a dust mop treated with polyethylene glycol or similar dust retardant. Sweep concrete floors with a broom.
- Thoroughly vacuum carpet in entryways, corridors and lobbies. Spot-vacuum carpet in remainder of building to remove loose dirt and debris. Vacuum entry mats (where provided).
- Clean glass doors and lights at main building entries.
- Clean restroom toilets, urinals, lavatories, divider panels, doors and receptacles with germicidal solution, used at recommended strength. Carefully inspect remaining restroom surfaces and clean if soiled. Remove graffiti. Clean mirrors and stainless steel to leave a clean, streak-free appearance. Toilet cleaning procedure shall be (1) Flush toilet, (2) Dispense 2 oz. disinfecting toilet bowl cleaner into toilet (3) Dip johnny mop in bowl and clean behind toilet seat, lift toilet seat and clean underside of seat, clean bowl rim and outside of bowl (4) Clean inside of toilet bowl (5) Flush toilet while holding johnny mop in bowl (6) Rinse behind toilet seat, rinse underside of seat, rinse outside and inside of bowl (7) Flush toilet (8) Spray topside of toilet seat with disinfectant and wipe dry with a paper towel.
- Damp-mop restroom floors with germicidal cleaner, used at recommended strength. If necessary, damp-mop a second time with clean water.
- Check and replenish restroom soap, toilet tissue, paper towel, seat cover and sanitary napkin dispensers.
- Clean drinking fountains with germicidal solution, at recommended strength.
- Dust desks, tables, counters and other accessible horizontal surfaces that occupants have cleared.

- Remove spots and stains from carpet, using methods as approved by Project Manager.
- Remove foreign material, such as gum, from floors and other visible surfaces.
- Respond to spot and stain removal from carpet, tile, and elevators, as requested by the ProjectManager.
- Elevators - vacuum floor damp mop if necessary, clean elevator thresholds at each level and within cars, wipe down walls and panel buttons.
- After work is completed, turn off lights, close windows and secure doors.
- Clean hallway sinks located next to drinking fountains.

BID ITEM "B" - DAILY SERVICES (OUTSIDE)

Perform daily services (outside) each regular State workday, except State holidays.

- Police sidewalks and grounds of litter.
- Sweep building entryways, loading docks, ramps, driveways, and sidewalks.
- Collect debris and dispose of in State-furnished dumpster.
- Empty ashtrays (where provided in smoking areas) into metal container. Bag and dispose of ash in dumpster when fully extinguished.

BID ITEM "C" - WEEKLY SERVICES

Perform weekly services, between the hours of 5:00pm Friday and 6:00am next business day, on a regular schedule as approved by the Project Manager.

- Wet mop all non-carpeted hard floors including stairwells and landings (remove mats where provided - return when done).
- Damp- wipe all handrails, windowsills, and radiator covers including in stairwells and landings.

BID ITEM "D" -MONTHLY SERVICES

Perform monthly services, between the hours of 5:00pm Friday and 6:00am next business day, as approved by the Project Manager. This shall include the break rooms.

- Strip wax, apply new wax and buff all linoleum surfaces in the stairwells and landings between the basement and the fifth floor located at the north and south ends of the building and the stairwell and landing at the main Street entrance located on the first floor of the building.
- Wash all stairwell interior windows and thoroughly clean, with detergent, all stairwell windowsills, cove molding, kick-plates, radiator covers, metal treads on stairs and

door plates, then wipe dry.

- Wash walls in public hallways and stairwells. Wash stair and landing railing in stairwells. Dampwipe baseboards.

BID ITEM "E" -SEMIANNUAL SERVICES

- Perform semiannual services, between the hours of 5:00pm Friday and 6:00am next business day on a regular six-month schedule, as approved by the Project Manager.
- Dust or vacuum window coverings (shades, venetian blinds, etc.) and overhead pipes, moldings and trim over 6 feet from floor.
- Remove and wash light fixture diffusers. Clean fixture interiors.
- Wash trash receptacles.
- Wash doorframes (interior and exterior) and walls (interior only) in public hallways and stairwells. Wash stair and landing railing in stairwells. Damp wipe baseboards and trim.
- Strip wax from hard-surface floors, rinse stripper from floor with clean water. When dry, wax and buff to a high sheen (remove mats where provided - return when done).
- Remove dust from ventilation grilles and diffusers.

BID ITEM "F" - PURELL HAND SANITIZER

- Provide Purell hand sanitizer refills for 12 dispensers throughout the building.

BID ITEM "G" - RECYCLE SERVICES

- Empty recyclable bins in the elevator lobbies once a week, on Wednesdays, throughout the entire building.

EVALUATED COST

ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
A	12	MONTH	\$	\$
B	12	MONTH	\$	\$
C	12	MONTH	\$	\$
D	12	MONTH	\$	\$
E	2	MONTH	\$	\$
F	12	MONTH	\$	\$
G	12	MONTH	\$	\$
TOTAL ANNUAL COST				\$

UNEVALUATED COST

Additional COVID sanitization in specified areas as needed per CDC guidelines

Price Per Square Ft: \$_____

Company Name

Contact Name

Email contact

Mailing Address

Phone Number

City, State, Zip

Fax Number

BIDDERS RESPONSE CHECKLIST:

- 1) Page 1: Bid Face Page - Completed, Signed, and Dated**
- 2) Page 18: Bid Schedule - Completed**
- 3) Alaska Bidder Preference Certification**



ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

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

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

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

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

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

Alaska Bidder Preference Questions:

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

A. **Place of Business**

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

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

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

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

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

☐ **YES** ☐ **NO**

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

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

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

☐ **YES** ☐ **NO**

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

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

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

☐ **YES** ☐ **NO**

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

Alaska Veteran Preference Questions:

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

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

☐ **YES** ☐ **NO**

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

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

(A) Served in the

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

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

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

☐ YES ☐ NO

SIGNATURE

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

Printed Name _____

Title _____

Date _____

Signature _____

CONTRACT AWARD	STATE OF ALASKA Office of Procurement & Property Management (OPPM)		CONTRACT AWARD NUMBER
	<input checked="" type="checkbox"/> 333 Willoughby Avenue / 8th Floor P.O. Box 110214 Juneau, Alaska 99811-0214	<input type="checkbox"/> 2400 Viking Drive Anchorage, AK 99501	
ORDERING DEPARTMENT:	COMMODITY CODE		DATE OF CONTRACT
	NUMBER & PERIOD OF RENEWAL OPTIONS		PR NO. / DATE ASSIGNED
	DATE INITIAL CONTRACT BEGINS		DATE INITIAL CONTRACT ENDS
CONTRACTOR: ADDRESS: CONTACT NAME: TELEPHONE NUMBER: FAX:	GS VENDOR CODE: FED. TAX ID #:		
	ISSUED IN ACCORDANCE WITH BID #:		DATED:
	PRICE ADJ. REQ. PRIOR TO EACH:		
	CPI/PPI BASE INDEX POINTS & MO/YR:		
	REVIEW DATE:		RENEWALS EXPIRE (MO/YR):
	ESTIMATED VALUE OF INITIAL TERM: \$		REBID:
SEND INVOICE IN DUPLICATE TO: <input checked="" type="checkbox"/> Ordering Department OR <input type="checkbox"/> As Specified in Description			
NOTE: This order constitutes a binding commitment between the State and the contractor listed hereon. Unauthorized modification without the expressed prior approval of the contracting authority will result in a financial obligation on the contractor and/or unauthorized State personnel making the change.			
DESCRIPTION			
CONTRACTING AUTHORITY NAME Choose Name		TITLE Contracting Officer	SIGNATURE
TELEPHONE NUMBER: (907) 465-XXXX		PAGE 1 OF	
IMPORTANT: 1. CONTRACT AWARD NUMBER AND ORDERING DEPARTMENT NAME MUST APPEAR ON ALL INVOICES AND DOCUMENTS RELATING TO THIS ORDER. 2. THE STATE IS REGISTERED FOR TAX FREE TRANSACTIONS UNDER CHAPTER 32, IRS CODE, REGISTRATION No. 92-6001185. ITEMS ARE FOR THE EXCLUSIVE USE OF THE STATE AND NOT FOR RESALE.			
DISTRIBUTION: ORIGINAL TO CONTRACTOR ONE COPY TO JUNEAU GENERAL SERVICES ONE COPY TO RECEIVING DEPARTMENT SUPPLY SECTION			

APPENDIX B¹
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.