

STATE OF ALASKA INVITATION TO BID (ITB)



VALDEZ JANITORIAL

2522N004

NOVEMBER 9, 2021

PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES IN VALDEZ ALASKA

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

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

- (1) the bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal Government;
 - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
 - the bid will remain open and valid for at least 90 days;
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default.


 Eric Johnson Procurement Officer	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
Phone: (907) 451-5102 TDD: (907) 451-2363 FAX: (907) 451-2313	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: eric.johnson@alaska.gov	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Transportation & Public Facilities, is soliciting bids to establish a term limit agreement for janitorial services at multiple locations in the Valdez area

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **10:00 AM Alaska Time on December 1, 2021**, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE

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

- See requirements listed in SC2 of the Supplementary Conditions.

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

SEC. 1.04 INVITATION TO BID (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

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

SEC. 1.06 SITE INSPECTION

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. The site may be inspected by contacting Matt Ace at (907) 328-9069.

This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB. Any questions potential bidders have must be directed to the procurement officer as required in Section 1.04.

SEC. 1.07 SUBMITTING BIDS

Bidders must submit one copy of their bid, in writing, to the procurement officer in a sealed package, or emailed. The sealed bid package must be addressed as follows:

Department of Transportation & Public Facilities
Attention: Eric Johnson
Invitation to Bid (ITB) Number: 2522N004

ITB Title: VALDEZ JANITORIAL CONTRACT
Department of Transportation & Public Facilities
2301 Peger Road
Fairbanks, AK 99709

If using a delivery service, please use the following address:

Department of Transportation & Public Facilities
2301 Peger Road

Fairbanks, AK 99709

If submitting a bid via email, the bid may be emailed to dotnrprocurement@alaska.gov and must contain the ITB number in the subject line of the email. 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.

Please note that email transmission is not instantaneous. Similar to sending a hard copy bid, if you are emailing your bid, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of bid.

It is the bidder's responsibility to contact the issuing agency at **(907) 451-5102** to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 BID FORMS

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

BIDDER'S CERTIFICATION

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

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

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

CONFLICT OF INTEREST

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

any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SEC. 1.09 PRICES

The bidder shall state prices in the units of issue on this ITB. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the state, the bidder may list such taxes separately, directly below the bid price for the affected item.

SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY

Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of bids.

SEC. 1.11 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

SEC. 1.12 AMENDMENTS TO THE ITB

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

SEC. 1.13 ITB SCHEDULE

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

ACTIVITY	DATE
Issue Date / ITB Released	11/9/21
Deadline for Receipt of Bids / Bid Due Date	12/1/21
Bid Evaluations Complete	12/1/21
Notice of Intent to Award	12/2/21
Contract Issued	12/14/21
Expected Contract Start Date	1/1/2022

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

SEC. 1.14 ALTERNATE BIDS

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

SEC. 1.15 SUPPORTING INFORMATION

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

SEC. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award, approximately January 1, 2022, through December 31, 2022, with the option to renew for Five (5) additional One-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Transportation & Public Facilities, Division of Facilities Services.

SEC. 2.03 CONTRACT FUNDING

Department of Transportation & Public Facilities, Division of Facilities Services, estimates a budget of between \$35,000.00 and \$55,000.00 dollars for this contract. Bids priced at more than \$55,000.00 will be considered non-responsive.

Approval or continuation of a contract resulting from this ITB is contingent upon legislative appropriation.

SEC. 2.04 CONTRACT EXTENSION

Unless otherwise provided in this ITB, the state and the successful bidder/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.06 SUBCONTRACTORS

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

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

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

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

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

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 SCOPE OF WORK AND SPECIFICATIONS

See Attachment 1 – Project Requirements

See Attachment 2 – Supplementary Conditions

SEC. 2.09 CONTRACT PRICE ADJUSTMENTS

Contract prices, as bid, are to remain firm through the initial period of the contract. Thereafter, contract prices may only be adjusted at the time of contract renewal. The Contractor may request a price adjustment. Requests must be in writing and must be received 30 days prior to the renewal/adjustment date. If the Contractor fails to request a price adjustment 30 days prior to the renewal/adjustment date, the adjustment will be effective 30 days after the state receives their written request.

The adjusted contract price shall be computed as follows:

0-12 Janitorial Deficiency Notices in one year current contract amount times a factor of 1.5%

12-18 Janitorial Deficiency Notices in one year current contract amount times a factor of 1.0

Over 18 Janitorial Deficiency Notices in one year no increase.

SEC. 2.10 INFORMAL DEBRIEFING

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

SEC. 2.11 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.

SEC. 2.12 INSURANCE

Without limiting the contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

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

Proof of insurance is required for the following:

- Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.
- Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

All invoices produced by the contractor must contain the following information at a minimum:

1. Contract Number
2. Dates of Service
3. Pay Items performed

Invoices must be submitted to the attention of the Project Manager representing the Contracting Agency. The manager's name and address is identified on the *Janitorial Contract Award* form. The agency will make payment only after verifying that the services have been provided in accordance with the contract requirements. Modifications to the Contractor's invoice, resulting from defective Work or improper billing procedures, shall only be made following written notice to the Contractor. Questions or disputes concerning the Contractor's payment must be presented in writing to the Project Manager. Invoices must be provided in a format acceptable to the agency. The Project Manager reserves the right to request back-up documentation in support of invoices in questions. Failure to provide the requested back-up may result in partial payment or rejection of the billing. Requested back-up may include, but not be limited to, employee time sheets and pay records, record of subcontractor payments, bills of sale for equipment and supplies, and evidence of timely tax or employee compensation payments.

SEC. 3.02 PAYMENT FOR STATE PURCHASES

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

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

SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;

- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

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

SEC. 4.04 ALASKA VETERAN PREFERENCE

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

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

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

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

SEC. 4.05 EMPLOYMENT PROGRAM PREFERENCE

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

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

SEC. 4.06 ALASKANS WITH DISABILITIES PREFERENCE

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

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

SEC. 4.07 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the state to disallow the preference.

SEC. 4.08 EXTENSION OF PRICES

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

SEC. 4.09 METHOD OF AWARD

Award will be made as one lot to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items. Award will be made on the basis of the Basic Bid and subject to availability of funds.

SEC. 4.10 NOTICE OF INTENT TO AWARD

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

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED 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 Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 5.02 AUTHORITY

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

SEC. 5.03 COMPLIANCE

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

SEC. 5.04 SUITABLE MATERIALS, ETC.

Unless otherwise specified in this ITB, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

SEC. 5.05 CONTRACTOR 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.

SEC. 5.06 ORDER DOCUMENTS

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The state is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the state under this ITB. Unless otherwise specified in this ITB, the State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

SEC. 5.07 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/j/tip/>

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

SEC. 5.08 RIGHT OF REJECTION

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;

- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

SEC. 5.09 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.10 DISCLOSURE OF BID CONTENTS

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

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

SEC. 5.11 ASSIGNMENTS

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

SEC. 5.12 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required;

inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 5.13 DEFAULT

In case of default by the contractor, for any reason whatsoever, the state may procurement the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

SEC. 5.14 DISPUTES

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

SEC. 5.15 SEVERABILITY

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

SEC. 5.16 CONTRACT CANCELLATION

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

SEC. 5.17 GOVERNING LAW; FORUM SELECTION

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by Section 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 5.18 SOLICITATION ADVERTISING

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

SEC. 5.19 QUALIFIED BIDDERS

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

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

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

SEC. 5.20 FEDERALLY IMPOSED TARIFFS

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

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

SEC. 5.21 PROTEST

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

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

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

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

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

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

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

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

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

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Project Requirements
- 2) Supplementary Conditions
- 3) Bid Schedule
- 4) Building Floorplans
- 5) Snow Removal Areas

STATE OF ALASKA
JANITORIAL CONTRACT/PROJECT REQUIREMENTS

(Janitorial contracts procured under the authority of AS 36.30)

1. REGULAR JANITORIAL SERVICES WORK OUTLINE: The successful bidder is responsible for janitorial services to be provided Monday through Friday, as outlined below for the Courthouse and DOT office building. All personal working in these building must pass a criminal background check.

A. DAILY SERVICES:

1. Empty all interior trash receptacles. Collect all designated waste paper and trash and dispose of in dumpster. The Contractor shall also remove any containers or other items marked TRASH. Clean surfaces on all entrance and main hall trash receptacles.

Replace all soiled, torn, or wet trash receptacle liners with new liners. Plastic liners must be correctly sized for the receptacle. Clean and deodorize the interior and exterior of all **soiled** containers.
2. Take down courthouse flags, switch off handicap access and lock all exterior doors promptly at 4:30pm.
3. Sweep all hard surface floors and entryways in the interior of the building.
4. a) Vacuum all carpeted areas in the building. At a minimum this will include walk-off mats, entrances and main traffic lanes in offices.
b) Clean all flooring and carpet protectors (chair desk mats) to remove daily stains.
5. a) Clean and disinfect all plumbing fixtures, toilets, urinals, and sinks.
b) Clean and disinfect all dispensers, mirrors and counters.
c) Clean and disinfect all toilet/urinal stall partitions.
d) Clean and disinfect all bathroom door push plates, handles and switches/plate covers.
6. Maintain adequate supplies of toilet paper, seat covers, room deodorizers, sanitary napkin disposal bags, paper towels, and soap in restrooms. These supplies are to be furnished by the State. When supplies are low, notate and leave a request to order for the Facility Foreman.
7. Clean and polish all drinking fountains.
8. Remove all finger marks, dirt and smudges from walls, doors, windows, light switch cover plates, light switches, (surfaces), entrance door push rails (front and back) and all associated surrounding areas.
9. Check all sidewalks, parking areas, rock gardens, entryways and dumpster areas and deposit waste in dumpster. Remove all trash and discarded materials, including cigarette butts, from these areas.

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(Janitorial contracts procured under the authority of AS 36.30)

10. At the end of each work day, the supervisor shall inspect all buildings and ground areas to ensure that all work is complete, all necessary doors and windows are locked and all lights are turned off.
 11. Report burned out lights, plumbing malfunction, etc to the state maintenance crew.
- B. WEEKLY SERVICES: Services to be performed each week.
1. Damp mop with a neutral detergent and disinfectant all waxed floors to remove traffic marks and restore luster of wax, for an even wet look floor finish.
 2. Vacuum all carpeted areas including all hard to reach areas such as under desks, counters, and under furniture.
 3. Replace vacuum paper filter bags. Clean and/or replace vacuum safety filter and exhaust filter to a new or like new condition.
 4. Pour one gallon of clean fresh water with deodorizer and disinfectant, down the floor drains in all restrooms.
- C. QUARTERLY SERVICES: Services to be performed by third Monday (midnight) of March, June, September and December.
1. Remove wash splatter, wax, and dirt off of cove base in all corridors and rooms. Restore cove base to a polished appearance.
 2. Wash all base board heating covers and office furniture frame work. Tables and chair legs etc.
- D. SEMI-ANNUAL SERVICES: April and September.
1. Wash walls in all public halls and bathrooms where wall covering permits.
- E. ANNUAL SERVICES: Services to be completed during the following dates.
1. March: Shampoo all carpets and entry mats including hard to reach areas such as under desks, counters and furniture(move chair mats). The Contractor shall remove stains, completely vacuum, shampoo using hot water extractor and supplies. Use portable blower to aid in drying.
 2. April: Wash all exterior and interior windows and screens

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(Janitorial contracts procured under the authority of AS 36.30)

F. INSPECTIONS

1. **All quarterly, semi-annual and annual services are to be coordinated with and inspected by the Facility Foreman.** Before commencing work on any of these items the Contractor will contact the Facility Foreman and a written work schedule will be submitted stating what will be done, where Contractor will be cleaning, time of day Contractor will be performing the work and when Contractor will be finished with the cleaning. If no contact is made for coordination and inspection and no work schedule is submitted, work may be required to be redone at no charge to the State. Monthly payment will be withheld until work is completed, and notice and inspection requirements are met.

G. THE STATE PROVIDES THE FOLLOWING EQUIPMENT, MATERIALS AND SUPPLIES:

1. Vacuum and all accessories.
2. Carpet extractor and all accessories.
3. Portable Floor and Carpet Blower/Dryer.
4. Waterproof trash collection container.
5. Plastic Liners (Trash Receptacles).
6. Mops and heads(dust and wet), brooms, dust pans, buckets.
7. Paper products, including tissue, towels, liners and sanitary napkins.
8. All cleaning solutions including soaps, disinfectants and deodorizers.
9. Disposable nitrile gloves.

H. SUPPLY AND EQUIPMENT STORAGE

1. A storage room on each floor is available to the contractor for storage of equipment, materials, and supplies used in the performance of the contract. The contractor must keep this area **neat, orderly, clean, and odor free at all times.**

I. GENERAL

1. Carpet and hard surface floor maintenance performed in accordance with manufacturer's specifications.
2. If in the opinion of the Facility Foreman the Contractor damages, any State owned property, or state employee owned property, or general public owned property the Contractor will make replacements and repairs to the satisfaction

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(Janitorial contracts procured under the authority of AS 36.30)

of the Facility Foreman, or the Contracting Agency may either hire another firm, or assign State personnel to repair the damage. This cost will be deducted from the contract.

3. On the last scheduled day of performance the Contractor shall provide all required services. Clean the building and leave all dispensers full.

KEY CONTROL: Special emphasis is placed on key control. If any key is lost by a contract employee, all doors and locks affected will be rekeyed and all keys will be reissued. This is a very expensive process and the successful bidder shall be held financially liable for all rekeying and reissue.

J. SNOW REMOVAL

1. Valdez Combined Facility sidewalk snow and ice removal. After the sidewalks are cleared the Contractor will apply State supplied ice melt. Prior to 7:00a.m. Monday-Friday and Saturday (if notified). See attached photos for areas to be cleared.
2. Roof snow removal when requested by the State. Flat and semi-flat inside Valdez city limits.
3. Roof snow removal when requested by the State. Flat and semi-flat outside Valdez city limits.
4. Rubber tired front end loader with operator minimum size Case 621. The loader shall at a minimum have a beacon visible from 360 degrees and work lights for night operations. Hourly payment shall be full compensation for all fuel, lubricants, wear and maintenance items, transportation of equipment, personnel, wages, supplies, tools, and all incidentals necessary to complete the work. There shall be no standby fee.

STATE OF ALASKA
JANITORIAL CONTRACT/SUPPLEMENTARY CONDITIONS
(Janitorial contracts procured under the authority of AS 36.30)

The following supplements modify, change, delete from or add to the Standard Terms and Conditions. Where any provision is modified, or a segment deleted, by these Supplementary Conditions; the unaltered portion of that provision shall remain in effect. Where any of these Supplementary Conditions 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 bid closing, make a written request to the Procurement Officer for clarification.

SC1. Scope Reduction or Termination: : This contract is subject to appropriations made by the Legislature of the State of Alaska and it may be reduced in scope or terminated due to lack of such appropriations.

SC2. EMPLOYMENT OF RESIDENT MANAGER: The Contractor will be required to employ a resident manager. The resident manager must have training, experience, or a combination of both in the cleaning of office buildings of similar size and occupancy. The resident manager must have at least three year's satisfactory work history in performing the required duties and managing a janitorial work force. The resident manager shall be locally available during normal State business hours. The manager shall have full authority to manage day-to-day operations and act on behalf of the Contractor. The manager shall:

1. Coordinate the work with the State Project Manager.
2. Ensure work is performed in accordance with contract requirements.
3. Receive and resolve service complaints.
4. Ensure employees are properly trained.
5. Do daily on site supervision and inspections.
6. Understand, speak, read, and write English fluently.

As a condition of contract Award, or during the term of the contract in the event that the information has changed or the resident manager is replaced, the Contractor shall submit in writing to the Project Manager, **the name, address and 24 hour contact telephone number, working fax machine number, and an E-mail address** of the proposed resident manager. Included with the submittal shall be a copy of the proposed manager's resume, containing a full statement of relevant training and experience, together with the names and telephone numbers of references able to verify training and satisfactory performance. At the Approval of the Project Manager the Contractor may make alternate arrangements to provide the required services including designation of themselves as the resident manager. The Project Manager must Approve the resident manager before the appointment is made.

The Resident Manager shall be available to the Project Manager or designate to discuss performance of the services or other provisions of the contract.

The Resident Manager shall be trained and shall ensure all work is performed following all applicable OSHA, EPA, and other Federal, State, and local laws and regulations.

STATE OF ALASKA
JANITORIAL CONTRACT/SUPPLEMENTARY CONDITIONS
(Janitorial contracts procured under the authority of AS 36.30)

SC3. COMMUNICATION: At least one person at the supervisory level, who can speak, read and write English fluently must be present at all times. The supervisor will be empowered to act for the Contractor.

SC4. PRESENCE OF MINORS: Minors, including family members of the Contractor or his employees, are not to be on the Project site during contract Work hours and are prohibited from performing any Work under this contract.

SC5. JANITORIAL SERVICES/SUPPLIES/EQUIPMENT: The Contractor shall provide all of the janitorial services as described to accomplish the Work described in these Contract Documents. The State will provide equipment, materials, and supplies as listed in the Project Requirements.

SC6. SAFETY DATA SHEETS (SDS): The State will provide copies of SDS's relating to all chemical and cleaning agents that are to be used in the performance of this contract. The Contractor shall maintain a file of Safety Data Sheets in a standard three ring binder which shall be located in the janitors closet in each building.

SC7. WORK HOURS: Unless stipulated elsewhere in these Contract Documents, janitorial services will be performed Monday through Friday nights after normal state office hours. Normal state office hours are **7:00 AM to 5:30 PM**. During times Elections work hours may need to be changed, this will be done at NO COST to the State.

SC8. INSPECTION OF WORK/DEFICIENT WORK: The Contractor or the Contractor's designee shall upon notification by the Contracting Agency be present at a designated location to conduct an inspection with the agency's representative. Such inspection to occur on the day of notification and between the hours of 7:00 AM and 9:00 AM. Required corrections resulting from deficient Work, shall be accomplished immediately after the inspection or between the hours of 7:30 AM and 11:00 AM or, at the sole discretion of the Contracting Agency, at an acceptable, alternate time. If the Contractor fails to appear for an inspection or a deficiency is not corrected within the stated period of time, the contracting Agency may either hire another janitorial firm or assign State personnel to correct the deficiency and deduct that cost from the next payment due under the contract or invoke the penalty clause, at the State's sole discretion.

The Resident Manager will daily check for and respond to Janitorial Deficiency Notices they will be E-Mailed and/or faxed to the Contractor.

PENALTY CLAUSE: For failure to respond to a Janitorial Deficiency Notice

1. 1/15 of the monthly billing amount will be deducted from the Contractors payment, if in the opinion of the Project Manager a Janitorial Deficiency needs to be corrected that work day and it is not done

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(Janitorial contracts procured under the authority of AS 36.30)

by 11:00 AM. The Project Manager will contact the Contractor's Supervisor by 9:00 AM to inform them of the Deficiency. In case of conflict the Project Managers decision will be final.

2. 1/30 of the monthly billing amount will be deducted from the Contractors payment, if a Janitorial Deficiency Notice that was E-mailed and/or faxed is not corrected by the following morning. In case of conflict the Project Managers decision will be final.

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

If a deficiency is not corrected within the next working shift 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.

SC9. BUILDING SECURITY: The Contractor will ensure that outside doors are kept locked at all times except when the building is normally open to the public. Interior building doors must remain locked except while work in the immediate area is in progress. All doors are to be locked when the contractor and his employees leave the building. Contractor shall turn off all lights and close and lock all windows at the end of each work period.

SC10. CONDUCT OF THE WORK: All services shall be performed during the frequency schedules prescribed in this contract. All work shall be completed without interfering with the proper performance of State business or work being done by other contractor's. The contractor shall prevent employees from disturbing material on desks, opening drawers or cabinets, or using telephones and other office machines or electronic devices provided for official State use. If removed for cleaning convenience, furniture and wastebaskets will be replaced in their original locations. *Work must be performed in accordance with current OSHA and ENVIRONMENTAL statutes and regulations.*

SC11. AREA INCLUDED IN THE CONTRACT: To include but not limited to all offices, foyers, hallways, entryway and doors, windows, stairways, closets, conference rooms, hearing rooms, libraries, restrooms, break rooms, coffee rooms, elevator cabs, sidewalks, parking areas, storage areas, and interior windows or partitions as applicable to this contract.

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(Janitorial contracts procured under the authority of AS 36.30)

SC12. AREA EXCLUDED FROM THE CONTRACT: Rooms specifically excluded by the State due to special requirements.

SC13. WORK AREA INCREASE OR DECREASE: The Contracting Officer reserves the right to increase or decrease the Work area within the Project. The price per square foot of an increase or decrease shall be equal to the current contractual price per square foot. By signing the contract the Contractor indicates their agreement with this provision.

SC14. 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.

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.

The State of Alaska may require picture identification cards and fingerprints. If required all people who will be working on the premises shall wear a picture ID CARD. All costs involved with obtaining security clearances, picture ID cards and fingerprints will be borne by the successful bidder.

Bidders Note: Before preparing this Bid Schedule, read carefully the Project Documents. This contract includes janitorial services at the following locations:

- Valdez Combined Facility
- Valdez DOT & PF Office Building

Optional Services

The State reserves the right to purchase or not to purchase the services in Items 2, 3, 4, 6, 7, 8, 9, 10, 11, and 12 at its sole discretion. If these services are purchased, they might be fewer than the times specified in the Project Requirements. The State will notify the contractor each time it wants these services to be performed. The contractor shall not provide these services unless specifically asked to do so by the DOT & PF Project Manager

Basic Bid

Valdez Combined Facility

Item 1: Monthly Price for Work in the Project Requirements Sections:

- A. Daily Services
- B. Weekly Services

$$\text{\$ } \underline{\hspace{2cm}} \text{ x 12 Months = } \text{\$ } \underline{\hspace{2cm}} \text{ Yearly Price (1)}$$

Item 2: Price for work in the Project Requirements Section:

- C. Quarterly Services

$$\text{\$ } \underline{\hspace{2cm}} \text{ x } \frac{4 \text{ times per}}{\text{year}} = \text{\$ } \underline{\hspace{2cm}} \text{ Yearly Price (2)}$$

Item 3: Price for work in the Project Requirements Section:

- D. Semi-Annual Services

$$\text{\$ } \underline{\hspace{2cm}} \text{ x } \frac{2 \text{ times per}}{\text{year}} = \text{\$ } \underline{\hspace{2cm}} \text{ Yearly Price (3)}$$

Item 4: Price for work in the Project Requirements Section:
E. Annual Services

$$\text{\$ } \underline{\hspace{2cm}} \times \begin{array}{l} \text{time per} \\ \text{year} \end{array} = \text{\$ } \underline{\hspace{2cm}} \text{ Yearly Price (4)}$$

Valdez DOT & PF Office Building

Item 5: Price for work in the Project Requirements Section:
A. Daily Services
B. Weekly Services

$$\text{\$ } \underline{\hspace{2cm}} \times 12 \text{ Months} = \text{\$ } \underline{\hspace{2cm}} \text{ Yearly Price (5)}$$

Item 6: Price for work in the Project Requirements Section:
C. Quarterly Services

$$\text{\$ } \underline{\hspace{2cm}} \times \begin{array}{l} 4 \text{ times per} \\ \text{year} \end{array} = \text{\$ } \underline{\hspace{2cm}} \text{ Yearly Price (6)}$$

Item 7: Price for work in the Project Requirements Section:
D. Semi-Annual Services

$$\text{\$ } \underline{\hspace{2cm}} \times \begin{array}{l} 2 \text{ times per} \\ \text{year} \end{array} = \text{\$ } \underline{\hspace{2cm}} \text{ Yearly Price (7)}$$

Item 8: Price for work in the Project Requirements Section:
E. Annual Services

$$\text{\$ } \underline{\hspace{2cm}} \times \begin{array}{l} \text{time per} \\ \text{year} \end{array} = \text{\$ } \underline{\hspace{2cm}} \text{ Yearly Price (8)}$$

Valdez Snow Removal

Item 9: Price for work in the Project Requirements Section:
J.1. Valdez Combined Facility sidewalk snow and ice removal
40 times per
\$ _____ x year = \$ _____ Yearly Price (9)

Item 10: Price for work in the Project Requirements Section:
J.2. Valdez roof snow removal inside city limits
Unit Price per Square Foot of snow \$ _____ Price (10)

Item 11: Price for work in the Project Requirements Section:
J.3. Valdez roof snow removal outside city limits
Unit Price per Square Foot of snow \$ _____ Price (11)

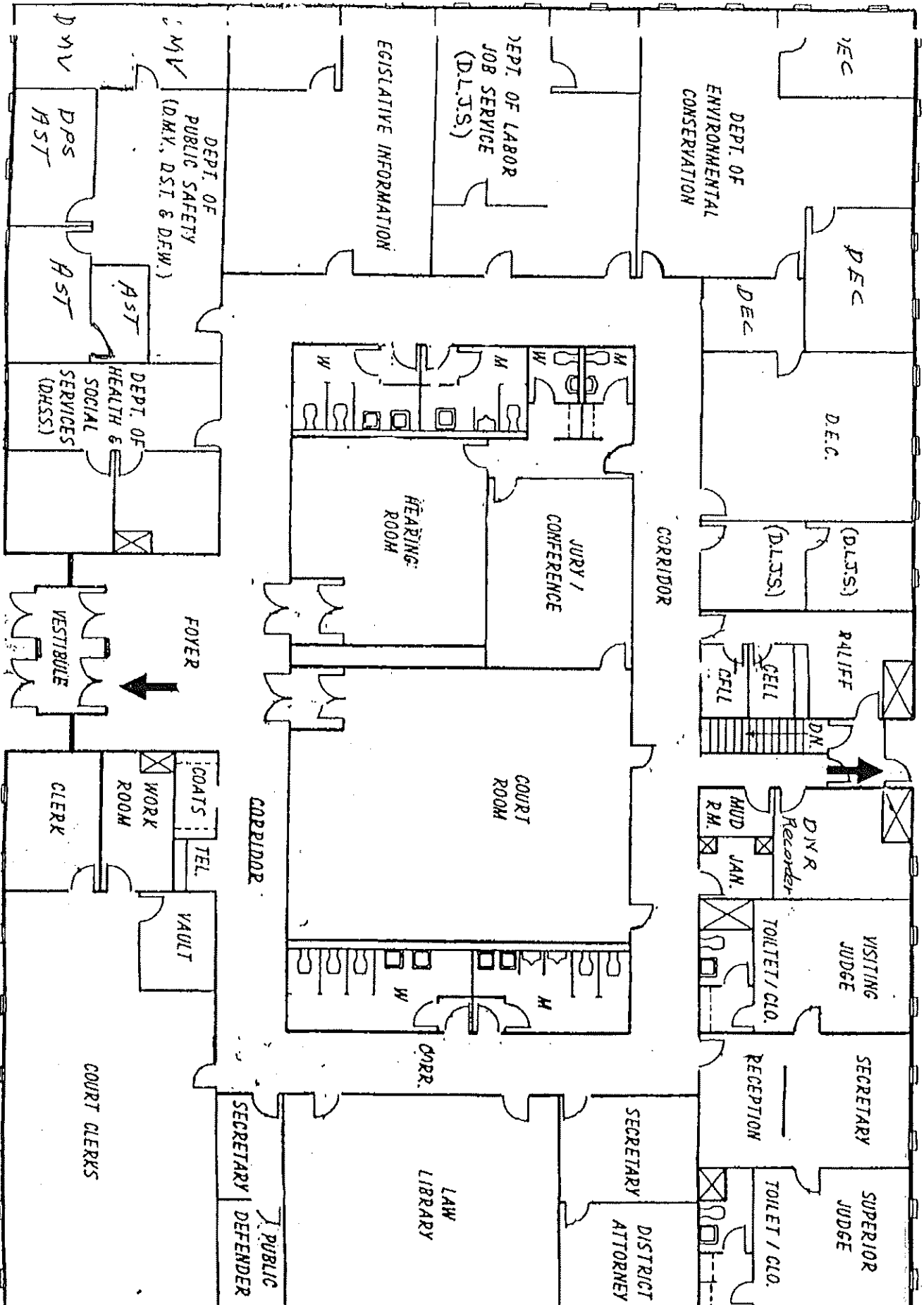
Item 12: Price for work in the Project Requirements Section:
J.4. Rubber tired front end loader - Hourly
\$ _____ x 20 Hours = \$ _____ Yearly Price (12)

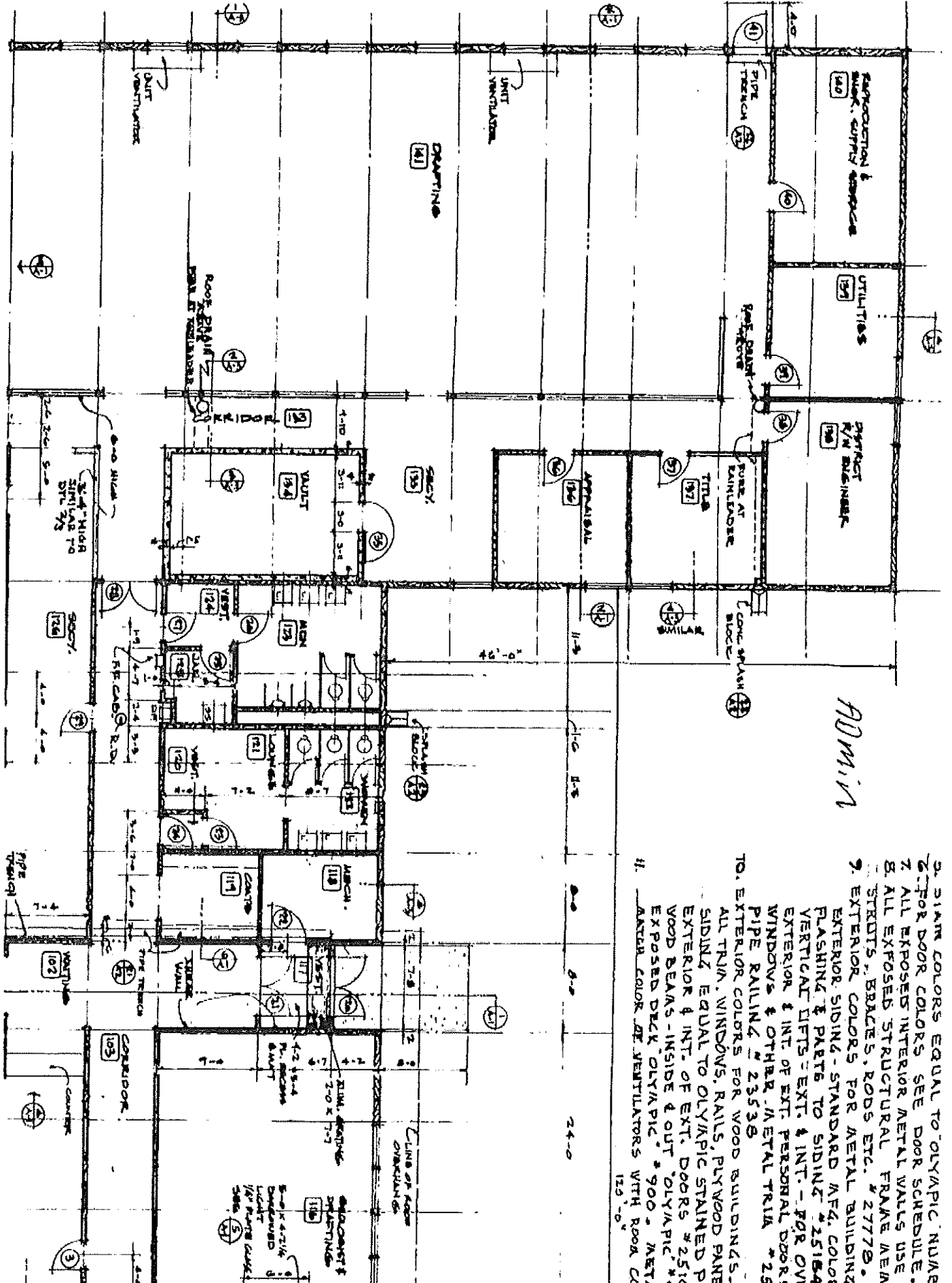
Total of all items: \$ _____

The quantities and prices listed will be used strictly to determine the apparent low bid. The State does not guarantee the amount of services that will be purchased during the contract period.

Enter the cost per hour for additional scheduled cleaning services in the event they are needed. This will be used on an as needed basis only. \$ _____

Company Name: _____





- ADMIN
1. STAIN COLORS EQUAL TO OLYMPIC NUMERALS
 2. FOR DOOR COLORS SEE DOOR SCHEDULE.
 3. ALL EXPOSED INTERIOR METAL WALLS USE B&B ALL EXPOSED STRUCTURAL FRAME AREA STRUTS, BRACES, RODS ETC. # 2777B.
 4. EXTERIOR COLORS FOR METAL BUILDING EXTERIOR SIDING - STANDARD AFG. COLOR FLASHING & PARTS TO SIDING # 25184 VERTICAL LIFTS - EXT. & INT. - FOR OV. EXTERIOR & INT. OF EXT. PERSONAL DOORS; WINDOWS & OTHER METAL TRIM # 25 PIPE RAILING # 2353B
 5. TO EXTERIOR COLORS FOR WOOD BUILDINGS - ALL TRIM, WINDOWS, RAILS, PLYWOOD PANE SIDING EQUAL TO OLYMPIC STAINED P EXTERIOR & INT. OF EXT. DOORS # 251K WOOD BEAMS - INSIDE & OUT "OLYMPIC" # 1 EXPOSED DECK "OLYMPIC" # 900 - MET. MATCH COLOR OF VENTILATORS WITH ROOF CX 129 "0"

2006



Valdez, AK

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Imagery Date: 6/18/2007

61°07'49.57" N 146°20'55.59" W elev 98

GOOGLE



