

STATE OF ALASKA INVITATION TO BID (ITB)



JANITORIAL SERVICE FOR 168TH AK AIR NATIONAL GUARD

ITB 220000033

APRIL 8, 2022

THE DEPARTMENT OF MILITARY AND VETERANS AFFAIRS, FACILITIES MANAGEMENT OFFICE, AIR NATIONAL GUARD IS SEEKING BIDS FROM QUALIFIED VENDORS TO PROVIDE JANITORIAL SERVICES AT THE 168TH AIR WING AT EIELSON AIR FORCE BASE, 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.

BOBBI BRAUNEIS 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) 428-7224	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: MvaDasProcurement@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 Military and Veterans Affairs, Facilities Management Office for the Alaska Air National Guard, is soliciting bids from qualified contractors to provide janitorial services for the 168th Air Wing at Eielson Air Force Base, Alaska, as specified in this ITB.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 p.m. Alaska Time on May 3, 2022**, 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 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. 1.04 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.

Questions are due no later than 4:00 p.m. Alaska time on April 21, 2022 and will be emailed to MvaDasProcurement@alaska.gov. The subject line of the email will include the ITB number.

SEC. 1.05 MANDATORY SITE VISIT

A **MANDATORY** site visit is scheduled for **April 14, 2022 at 10:00 a.m. Alaska time**. This site visit allows bidders to 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.

Attendees for the site visit will need to contact Torey Hart at (907)377-8564 so arrangements may be made for a base pass. Bidders will be required to provide a valid ID, and proof of vehicle registration and insurance for access to Eielson Air Force Base. No more than two bidder representatives are to attend. Bidders are to meet at **building 3225 no later than 10:00 a.m.** Late bidders **will not** be afforded an opportunity to visit the site at a later date and time.

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. 1.06 SUBMITTING BIDS

Bidders must submit their bid, in writing, to the procurement officer via email. The bid should be emailed to MvaDasProcurement@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.

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.

Please note: the procurement office uses the time and date shown on received emails in the office's inbox to determine the date and time for receipt of bids that have been submitted electronically.

It is the bidder's responsibility to contact the issuing agency at 907-428-7224 to confirm the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.07 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 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. 1.08 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. 1.09 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. 1.10 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. 1.11 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. 1.12 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 adjusted accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
Mandatory Site Visit	10:00 a.m.	April 14, 2022
Deadline for Questions	4:00 p.m.	April 21, 2022
Deadline for Receipt of Bids / Bid Due Date	2:00 p.m.	May 3, 2022
Notice of Intent to Award	-	May 4, 2022
Contract Issued	-	May 17, 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 Military and Veterans Affairs, 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. 1.13 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. 1.14 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. 1.15 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.

SEC. 1.16 ANTI-TERRORISM TRAINING

A contract under this solicitation may involve access to, or performance of work on a federal military installation. In the interest of safety and security of the installation, the State of Alaska, Department of Military and Veterans Affairs asks contractors, and their employees complete Anti-Terrorism Level 1 training prior to beginning any work on a contract resulting from this solicitation. The online based training is free and can be accessed at <https://jko.jten.mil/courses/AT-level1/launch.html>

Failure of a contractor, or their employees to complete this training will not impact evaluation or award of a contract resulting from this solicitation.

SEC. 1.17 DMVA FMO FEDERALLY FUNDED CONTRACTS SUPPLEMENTAL REQUIREMENT.

Attached to this ITB is a copy of the State of Alaska, Department of Military and Veterans Affairs, Facilities Management Office Federally Funded Contracts Supplemental Requirements. By their signature on the **DMVA FMO Federally Funded Contract Supplemental (Attachment 3)**, the bidder agrees to comply with the requirements stated within these provisions.

SEC. 1.18 FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY VOLUNTARY EXCLUSION.

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all State agencies that are expending federal funds to have a certification filed in the bid, by the bidder, that they have not been debarred or suspended from doing business with the federal government. **The Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction form attached to this ITB must be completed and submitted with your bid (Attachment 2).** A bid from a debarred or suspended bidder will be rejected.

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be for one year from the date of award, with two optional 1-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state, and is contingent upon legislative appropriation.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Military and Veterans Affairs, Division of Administrative Services, Procurement Section.

SEC. 2.03 CONTRACT FUNDING

Department of Military and Veterans Affairs, Facilities Management Office for the Alaska Air National Guard, estimates a budget not to exceed 300,000.00 dollars for the life of this contract. Bids priced at more than \$300,000.00 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 will not be allowed.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed and managed is in the 168th Air Wing at Eielson Air Force Base, Alaska shown on the maps attached to this solicitation posting.

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement 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.

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

The Department of Military and Veterans Affairs, Facilities Management Office for the Alaska Air National Guard is seeking bids from qualified contractors to perform janitorial services for the 168th Air Wing at Eielson Air Force Base in Alaska, as specified in this ITB.

All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, maintenance and inspections. Service, maintenance and inspections that are improperly done will be redone, by the contractor, at the contractor's risk and expense.

The contractor **must** furnish all labor, supervision, materials, supplies, tools, and equipment to satisfactorily perform the services required by this ITB. Contractor must comply with all applicable Federal and State labor, wage and hour, safety and associated laws which have a bearing on the services provided. (All equipment required to perform this contract must be contractor-owned. Scaffolding may be rented on an as needed basis or seasonal need at the contractor's expense.)

(a) LOCATIONS.

Fifteen (15) pages of floor plans for the facilities service areas and estimated square footage, will be **attached as a separate file** to the Online Public Notice for this ITB. The file is also available from the Procurement Officer, via email, upon registration for updates and amendments.

(b) GENERAL INFORMATION.

1. **Base Closures.** Work scheduled but not accomplished because of base closure due to weather, exercises, or actual alert, will be accomplished as soon as possible after reopening the base.

- 2. Federal Holidays.** Contractor should be aware of federal holidays and plan schedule accordingly. The contractor is not required to perform services on federal holidays. Federal holidays and observances include New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If these holidays fall on Saturday, the preceding Friday will be observed. If these holidays fall on Sunday, the following Monday will be observed. If a holiday falls on a scheduled services day, the contractor will be responsible for rescheduling services for the first day post-holiday observance. Observed Holidays are as follows:

Friday, December 31*	New Year's Day
Monday, January 17	Birthday of Martin Luther King, Jr.
Monday, February 21**	Washington's Birthday
Monday, May 30	Memorial Day
Monday, June 20*	Juneteenth National Independence Day
Monday, July 4	Independence Day
Monday, September 5	Labor Day
Monday, October 10	Columbus Day
Friday, November 11	Veterans Day
Thursday, November 24	Thanksgiving Day
Monday, December 26*	Christmas Day

- 3. Contractor/Employee Base Pass and Identification, Special Clearances and Vehicle Passes.** The contractor shall comply with all requirements and procedures for contractor access to Air Force Installations. All documentation required for access will be discussed with the Contractor at the contract start-up meeting.
- 4. Cleaning and Restroom Supplies.** The contractor shall furnish a listing of all proposed cleaning and restroom supplies to be utilized during the contract period, including all paper products, soap products, etc., not later than the contract start-up meeting, for approval by the State Project Manager. Proposed cleaning and restroom supplies shall be manufacturer specified or a compatible alternative for all wall mount Folded Paper Towel Dispenser/Receptacles and Waxie "Clean Touch LX" touch-free soap dispensers.

After initial approval, any new cleaning and/or restroom supplies added or changed will need approval from the State Project Manager **before** being used on the installation. The cleaning inventory supply list shall contain the following information:

- Product name
- Manufacturer
- Item use
- Disposal procedures if material remains after usage
- Storage of item

The Contractor shall be responsible for the proper disposal of all their cleaning supplies. A material safety data sheet (SDS) shall also be provided for each cleaning and restroom supply item and employees will be trained, by the Contractor, on the proper use and disposal of each item. All cleaning supplies shall be non-flammable.

NOTE: Products containing chlorofluorocarbons (CFC's) or ozone depleting substances shall not be allowed or approved for use. Products containing phenolic compounds, such as "Lysol" shall not be allowed or approved for use in Child Development Centers.

5. **Hazardous Material/Waste Management.** The Contractor will be briefed on Eielson Air Force Base Hazardous Material/Waste Management Plan at the contract start-up meeting.
6. **Hazardous Material Handling.** The Contractor shall supply an inventory of all materials brought on to Eielson Air Force Base. The inventory shall include the product name, the SDS number, and quantity and must be updated every ninety (90) days from the date of the contract start-up meeting. To insure compliance, a meeting between the Project and Contract manager and Contractor will be held quarterly to collect information and update inventory. A copy of the inventory shall be provided to the State Project Manager.

The purpose of the inventory is to provide information to Eielson Air Force Base for Emergency Planning and Community Right-to-Know Act (EPCRA) reporting.
7. **Hazardous Material Identification.** Material Safety Data Sheets (SDS) are required as specified in the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract) for any other material designated by a government technical representative as potentially hazardous and requiring safety controls.

SDSs must be submitted by the Contractor at the contract start-up meeting. Failure to provide SDSs or certificate when requested could result in the Contractor being considered non-responsive and result in termination of the contract. The Contractor shall provide an inventory of materials intended to be brought onto Eielson Air Force Base to complete the tasks under the scope of work established in this ITB. A copy of the inventory list shall be furnished to the State Project Manager at the contract start-up meeting and revised immediately when changes are made. If applicable, SDSs will be readily available to personnel working with hazardous materials and carried in the company vehicle whenever entering Eielson Air Force Base or any property under the control of Eielson Air Force Base.
8. **Hazmat.** All chemicals the Contractor brings on to Eielson Air Force Base or any property under the control of Eielson Air Force Base must be inventoried by the Contractor. Inventory must be provided to the State Project Manager at the contract start-up meeting. Any products meeting the criteria of "Hazardous Waste" must be removed from government property after use and not stored in any government provided janitorial closets. Criteria for identifying hazardous waste is contained in Subpart C of 40 CFR, Part 261.
9. **Spill Response.** The Contractor will be briefed on Eielson Air Force Base spill response procedures at the contract start-up meeting. The Contractor is responsible to report and promptly clean-up spills in a manner consistent with current environmental regulations. In the event it is necessary to utilize government material, equipment or personnel to clean-up a contractor caused spill, the Contractor shall be required to reimburse the government for all associated costs.
10. **Traffic Laws.** The Contractor and its employees shall comply with all base traffic regulations and directions.
11. **Weapons, Firearms, and Ammunition.** The Contractor and its employees are prohibited from possessing weapons, firearms, or ammunition, on their person or within their contractor-owned or privately-owned vehicle while on Eielson Air Force Base.
12. **For Official Use Only (FOUO).** The Contractor shall comply with DOD 5400-7-R, Chapter 4, DoD Freedom of Information Act (FOIA) program requirements. This regulation sets policy and procedures for the disclosure of records to the public and for marking, handling, transmitting, and safeguarding For Official Use Only (FOUO) material.
13. **Reporting Requirements.** The Contractor and its employees shall report to an appropriate authority any information or circumstances of which they are aware may pose a threat to the security of DoD personnel, contractor personnel, resources, and classified or unclassified defense

information. Information or circumstances must be reported immediately upon knowledge to the State Project Manager.

(c) **CONTRACTOR WORK EXPECTATIONS.**

1. **Contractor Start-up Meeting.** Prior to beginning any work on the contract, the Contractor will meet with the State Project Manager at a mutually agreed upon time and location.

The purpose of the meeting will be to discuss the Contractor and State Project Manager's expectations, review the scope of work and specifications, and exchange contact information. The following information will be provided at the meeting:

a. **Contractor to provide:**

- i. Contract On-Site Supervisor and alternate contact information;
- ii. A copy of contractor's quality control procedures;
- iii. Names of employees and copies of state driver's license or state ID for base access approval;
- iv. A list of all cleaning and restroom supplies proposed to be used by the Contractor in performing services under the contract;
- v. Safety Data Sheet(s) for all chemicals proposed to be used by the Contractor in performing services under the contract;
- vi. An inventory of all HAZMAT chemicals proposed to be used by the Contractor in performing services under the contract;
- vii. A Cleaning Frequency Schedule (CFS) showing the anticipated days and times of commencing quarterly, semi-annual, and/or annual services and the functions to be performed identifying facilities by building number and approximate time cleaning will occur. A copy of the cleaning schedule should be provided to the contract manager.

b. **State Project Manager to provide:**

- i. Briefing on Eielson Air Force Base spill response procedures;
- ii. Briefing on Eielson Air Force Base Hazardous Material/Waste Management plan;
- iii. Briefing on safety protocols and expectations for each service location under this ITB.

2. **Manager, Employees, and Supervision.**

- a. **Contract On-Site Supervisor.** The Contractor shall provide a contract on-site supervisor who shall be responsible for the performance of the work. The name of this person and an alternate(s), who will be available on a daily basis for communication of custodial functions and quality control with the State Project Manager, shall be designated in writing, at the contract start-up meeting.

The contract on-site supervisor, or alternate, shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract. The contract on-site supervisor must also be available to meet with the State Project Manager within one hour of notification of any valid customer complaint or contract service deficiency. The contract on-site supervisor and alternate(s) must be able to proficiently read, write, speak, and understand the English language.

Additionally, the contract manager is responsible for enforcing the following guidelines:

- i. At least one person of the work crew who can speak, read, and write English fluently must be present at all times during scheduled services.

- ii. Contract On-Site Supervisor will inspect all work after it is completed for quality control and ensure work is being completed to the standards and expectations described in this ITB.
- iii. Contractor employees appearing to be under the influence of alcohol or drugs shall not be permitted on the premises.
- iv. Contractor employees shall not use or tamper with office telephones, copiers or fax machines, computers, equipment, or personal property at any time.
- v. Contractor employees shall not open desks, cabinets, file cabinets, overhead bins, lockers, or other furniture at any time.
- vi. Contractor employees on work programs shall require supervision on a 2:1 (two employees to one supervisor) ratio.
- vii. No business solicitations from Contractor or contractor employees, to solicit additional private business from building occupants, shall be allowed during performance of services under contract. This also prohibits notes or advertisements posted to bulletin boards.
- viii. Contractor employee(s) will be immediately removed from service site if entering a restroom or locker-room designated for the opposite gender without announcing themselves before entering the room/area.

Failure to enforce the above guidelines will be grounds for contract cancellation.

The Contract On-Site Supervisor will be on the job site at all times during performance of work.

- b. **Personnel.** Contractor personnel shall present a neat appearance. Contractor personnel shall be easily recognizable while on the installation in conjunction with this contract. This shall be accomplished through the wear of distinctive clothing, vests, overcoats, or hats, bearing the company name or logo. The Contractor DBIDS card shall be visible at all times while working on base in the facilities. The government is authorized to restrict the employment under the contract of any contractor employee or prospective contractor employee, who is identified as a potential threat to health, safety, security, general well-being, or operational mission of the installation and its population.
- c. **Contractor and Employee Qualifications.** The Contractor, and all contractor employees must be trained and comply with all Occupational Safety and Health Administration Janitorial safety regulations, (29CFR1910.22, General requirements/Occupational Safety and Health Administration), (29CFR 1910.30, Training requirements) and (29CFR1910.39, Fire prevention plans). The Contractor must be proficient in achieving service requirements outlined in this contract. Contractor and contractor employees shall be free from contagious diseases and viruses. Contractor must present themselves in a clean, groomed, professional respectful manner. Contractor must be easily identifiable. Contractor should have matching uniforms that are clean and in good condition. Open toed shoes, shorts, sleeveless Tee shirts, tank tops, half shirts, offensive clothing, holey/worn pant or shirts are not acceptable. In addition, cameras, recording devices, cell phone, music listening devices, headphones, and ear buds are not allowed to be used in facilities during services. The State Project Manager may require removal of any contractor employee from the service site whom it is deems incompetent, insubordinate, disrespectful, or otherwise objectionable.

The State Project Manager may also require removal of any contractor employee from the work area whose continued employment on base is deemed contrary to the public or government's best interests. The State of Alaska and/or DoD may require the Contractor and all employees submit to fingerprinting and security clearance. If required it is the responsibility of the Contractor to ensure this requirement is met without delay. All costs involved will be borne by the Contractor. If identification cards are necessary, the cost will be borne by the Contractor.

- d. **Presence of Minors.** Non-contracted employees shall not be permitted on the work site and are prohibited from performing any work under this contract.
 - e. **Background Checks.** The State or DoD may require identification, fingerprints, or conduct investigations of the successful bidder's employees performing work on any contract resulting from this solicitation. At a minimum, United States Pass Port or any Federal recognized identification will be required for all contract employees.
3. **Work Hours.** Contractor shall preform services after 5:00pm, Monday through Friday, except for Federal Holidays (to include observances). All work must be completed by 6:00am the following day.
4. **Daily Checklist and Reporting.** Contractor employees will be required to complete a daily work checklist, attached to this ITB (**Attachment 5**). The contractor on-site supervisor shall ensure the daily checklist is accurately completed and submitted to the State Project Manager upon completion of daily services. The cost of printing of the checklists is the responsibility of the Contractor. Contractor may not use government property or supplies to fulfill this obligation. If Contractor is found using State or Federal property to fulfill any part of this contract, it will be ground for contract termination and removal from base.
5. **Conduct of Work.** All services shall be performed during the frequency schedules prescribed in this ITB. The Contractor shall perform facility cleaning, restroom/locker cleaning services, and periodic cleaning services in a manner to create minimum disturbance, inconvenience, and without interfering with the proper performance of government business or work being done by other contractors or Guard members.
6. **Cleaning Frequency Schedule.** The Contractor shall submit a completed schedule for services, attached to this ITB (**Attachment 4**) to the State Project Manager for approval at the Contract Start-up Meeting. The schedule will be updated annually, at least thirty (30) calendar days prior to previous schedule expiration, and follow the contract period of performance dates. Schedules shall identify facilities by building number and approximate time cleaning will occur for all services and will be known as the Cleaning Frequency Schedule (CFS). The Contractor will be allowed thirty (30) days, from contract start date, to adjust work schedules based on inspections, use, and traffic, minimum frequencies listed in scope of work section, and with State Project Manager, as appropriate. If schedule needs adjusting after the thirty (30) day period, the adjusted work schedule shall be submitted to the State Project Manager for approval within ten (10) days after the first contract month period.

The Contractor must provide the proposed CFS to the State Project Manager. Upon approval, the Contractor must not deviate from the approved CFS without prior approval. Any permanent changes to the CFS must be submitted for approval at least ten (10) days before implementation and receive State Project Manager approval before changes are allowed. The CFS shall be submitted electronically using a file format compatible with government software programs such as Microsoft Word, Microsoft Excel, or Adobe PDF.

In some cases, unexpected training (i.e. Family Day events, Bring a Friend to Work Days, etc.) will take place in facilities. The State Project Manager will advise Contractor when a building may require extra supplies or services. Extra services will be billed at the hourly rate with pre-approval by the State Project Manager.

7. **One-Time Schedule Changes.** One-time, non-permanent schedule changes due to customer requests or base exercises shall be discussed between the Contractor and State Project Manager prior to the schedule change.
8. **Safe Practices.** Acceptable safe practices must be followed in the performance of the work. The Contractor must comply with all standards prescribed by the State of Alaska, Department of Labor, and Division of Labor Standards and Safety.
9. **OSHA & SDS Reporting.** In accordance with Alaska Statute 18.60 (www.legis.state.ak.us/basis/statutes.asp#18.60.010), the Contractor shall acquire, file and maintain up-to-date records pertaining to Material Safety Data Sheets (SDS) for substances and products used by them in the performance of any contract issued from this solicitation.

Prior to the Contractor bringing any substances or products on base, the awarded Contractor shall provide a list of projected chemicals, with their projected use quantities and SDSs to the Project Manager. This information will be consolidated by the Project Manager and submitted to the base hazardous material manager, or HAZMART for review and approval of materials. This process can take at least two weeks. Failure of the Contractor to provide information in an expedited manner, or at the start up meeting, will result in the delay of beginning the performance of work against an issued contract.

The Contractor is required to attend the Contractor Hazardous Waste training offered by Eielson Air Force Base. Training is free and offered each Monday during the summer months. Contractor will coordinate with the Project Manager on specific dates and times. Failure by the Contractor to attend training may result in the Contractor being in breach of the contract and the contract cancelled.

The Contractor shall assume full responsibility for conformance with the law regarding the Contractor's employees. The Contractor will be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act, all City and/or State of Alaska regulations, and all Eielson Air Force Base policies that affect custodial and housekeeping operations. A copy of the Eielson Air Force Base Hazardous Material Management plan will be provided to the Contractor at the start up meeting. The Contractor will ensure all employees assigned to the contract are knowledgeable of the current guidelines/regulations affecting custodial and housekeeping operations.

10. **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 being performed. All doors are to be locked when the Contractor and his employees leave the building and shall not be propped open at any time for any reason. Failure to do so may be considered a Breach of Contract.
11. **Physical Security.** The Contractor shall be responsible for safeguarding all government property and controlled forms provided for Contractor use. At the end of each work period, all government facilities, equipment, and materials shall be secured. A security briefing may take place at the contract start-up meeting.
12. **Key Control.** The Contractor shall establish and implement methods of making sure all keys/combinations issued to the Contractor by the government are not lost or misplaced and are not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the

government. The Contractor shall immediately report to the State Project Manager or contracting officer any occurrences of lost or duplicated keys. In the event keys, other than master keys, are lost or duplicated, the Contractor may be required, upon written direction of the State Project Manager or contracting officer, to re-key or replace the affected lock or locks without cost to the government. Alternatively, the State Project Manager may, at its option, replace the affected lock or locks or perform re-keying, and deduct the cost of such activity from the monthly payment due to the Contractor.

- 13. Loss of Keys:** Lost keys may be grounds for immediate termination of contract. At a minimum a replacement and re-keying charges will be paid by the Contractor. This cost may be paid from any money that may be due to the Contractor upon termination. If keys are lost, stolen, or duplicated, Contractor must make the State Project Manager aware of security issue immediately.
- 14. Inspection of Work.** The Contractor or contractor's designee shall be prepared, upon twenty-four (24) hours written notification, be present to conduct an inspection with the State Project Manager. The purpose of this meeting will be to review the contractor's performance and monitor the frequency of services being performed. Inspections will take place between the hours of 7:00 a.m. and 3:30 p.m. as specified in writing to the contractor by the State Project Manager. This does not reduce the contractor's on-site supervisor's responsibility to inspect daily work of personnel as described in item 2 of this section.
- 15. Deficient Work.** The State Project Manager will work with the Contractor to resolve matters of deficiency by contacting the contractor and/or his/her designee, and issue a Deficient Work Notification. The Contractor will respond to the Project Manager's written notification within two (2) hours with proposed correction and correct any deficiency within two (2) hours after response, or at the sole discretion of the State Project Manager, an acceptable, alternate time. If the Contractor fails to appear for an inspection or a deficiency is not responded to and corrected within the stated period of time, the State Project Manager may hire another janitorial service to correct the deficiency and deduct the cost from the next payment due to the Contractor under the contract.
- 16. Procurement Cure Letter.** If the Contractor fails to correct the deficiency within the required time as outlined in paragraph 15, this will be considered a valid deficiency claim and the State Project Manager will submit the deficient work notification to the Procurement Office. The Procurement Office will issue a Cure Letter to the Contractor. This letter must identify the problem(s), citing relevant contract language and any corrective action required. This letter must also list the consequences for failing to correct the problem(s).
If a Contractor is issued more than two (2) Cure Letters in a thirty (30) day period for the same deficiency or two (2) Cure Letters in a sixty (60) day period for any deficiencies, it will be grounds for the Procurement Officer to find the Contractor in default and cancel the contract.
- 17. Damage.** Any damage to building structures, contents, or personal property caused by the Contractor, contractor's employees or cleaning methods shall be corrected or replaced by the Contractor at no cost to the State. The State may deduct the cost to repair any damage caused by the Contractor from any payments that may be due.
The Contractor shall report all facility maintenance problems to the State Project Manager (i.e. roof leaks, defective electrical outlets, etc.) as soon as possible after discovery. The Contractor shall also immediately report any existing conditions which will prohibit the contractor and/or contractor's employees from meeting a cleaning standard.

(d) **SERVICE AREAS DEFINED.**

1. **Common Areas.** Common areas are identified on facility floor plans in **yellow**. A common area is defined as public use areas such as, conference rooms, break rooms, libraries, hallways, entryways, stairwells, briefing rooms, lobbies and corridors in each facility. These areas are high use and shall be serviced per the frequency schedule for required tasks found under Section 2.10 Scope of Work and Specifications.
2. **Office Areas.** Office areas are identified on facility floor plans in **green**. Offices in these areas will be cleaned at the frequency as outlined on the frequency schedule found under Section 2.10 Scope of Work and Specifications. Office occupants will place their trash receptacles in the nearest common area for servicing as needed. Contractor will remove trash as part of the required task for the common area. Occupants will be responsible for returning their trash receptacles to their original locations. Advance scheduling with the State Project Manager is required prior to semi-annual services required in private and restricted office areas. Contractor personnel may require escorts in these areas.
Tasks in this area will be completed at times when the escort is available and allowable based on coordination with restricted area occupants and functions occurring within the areas. Conditions may change with little to no notice.
3. **Restroom/Locker Room Areas.** Restroom and Locker Room areas are identified on facility floor plans in **orange**. These areas are high use and shall be serviced per the frequency schedule for required tasks found under Section 2.10 Scope of Work and Specifications.
4. **Once a Week Service Areas.** Service areas identified on floor plans in **blue** are areas where services described will only be required once a week. These areas will be cleaned at the frequency as outlined on the frequency schedule found under Section 2.10 Scope of Work and Specifications.
5. **Work Areas Excluded.** No work is required in elevator pits, mechanical rooms, electrical/switching rooms, and those rooms specifically excluded by the State due to special requirements (e.g.: computer rooms, telephone equipment rooms). All areas not shaded or identified as not in contract on the floor plans are excluded from the contract. The contractor may not access hangar bays or other industrial areas to access service areas. Any areas unfilled in/lacking color blocks are excluded work areas.

(e) **SCOPE OF WORK FOR REQUIRED TASKS.**

The contractor will be responsible for custodial/janitorial service in all areas as identified on the attached maps/floor plans, which include: all common areas, corridors/hallways, classrooms/conference rooms/training rooms, theater rooms and all other public common areas, i.e. foyers, lobbies, entryways and break rooms, restrooms and locker rooms, and office areas.

The contractor and contractor employees shall not use or tamper with office telephones, copiers or fax machines, computers, equipment, or personal property at any time. **The contractor and contractor employees shall not move or tamper with state or federal employees' belongings, including but not limited to, opening desks, cabinets, file cabinets, overhead bins, lockers, or other furniture at any time, moving clothing, bags, shoes or other items found in locker rooms, under desks, or in work areas, or boxes under desks or in work areas. State and/or federal employees will be responsible for moving items in areas before cleaning or services are to take place.**

1. Required Tasks and Service Frequency

Task Description	Common Areas – Yellow	Office Areas – Green	Restroom/Locker Rooms - Orange	Once a Week Service Areas
a. Trash/Refuse Removal	Daily	N/A	Daily	Daily
b. Vacuuming	Once a Week	N/A	N/A	Once a week
c. Sweeping/Dry Mopping	Once a Week	N/A	Daily	N/A
d. Wet Mopping/ Buffing Floors	Once a Month	N/A	Daily	N/A
e. Entry/Lobby Glass	Once a Month	N/A	N/A	N/A
f. Floor Mats	Daily	N/A	N/A	N/A
g. Carpet Cleaning	Semi-Annual	Semi-Annual	N/A	Semi-Annual
h. Strip and Wax	Semi-Annual	Semi-Annual	N/A	N/A

2. Service Frequency Definitions

- Daily.** Daily services will be performed each service day (Monday – Friday and UTA weekends) in all buildings as identified in the attached service area maps. Daily means every service day in all identified areas. For example, trash will be removed from the common areas in all buildings, every day, Monday – Friday and established UTA weekends.
- Once a week.** Once a week services will be performed one day a week (pick a day Monday – Friday) in all buildings as identified in the attached service area maps. Once a week means one day, as established by the contractor on the cleaning frequency schedule, in all identified areas. For example, vacuuming will take place in all buildings in areas identified in BLUE, one day, i.e. Wednesday's, every week.
- Once a month.** Once a month services will be performed one day a month in all buildings as identified in the attached service area maps. Once a month means one day, each month, as established by the contractor on the cleaning frequency schedule, in all identified areas. For example, wet mopping and buffing will take place in all buildings in areas identified in YELLOW, one day, i.e. the third Wednesday of every month.
- Semi-Annual.** Semi-annual services will be performed twice a year in all buildings as identified in the attached service area maps. Semi-annual means two dates, as established by the contractor on the cleaning frequency schedule, within a year to perform tasks in all identified areas. These dates would be ideally between 6 and 8 months apart and may span several days. For example, carpet cleaning will take place in all buildings in areas identified in YELLOW and GREEN, i.e. April and October of the current year.

3. Required Tasks and Expectations of Services

- Trash and Refuse Removal.** All common area interior and exterior trash receptacles shall be emptied daily and returned to their initial locations. Boxes and papers placed near a trash receptacle and marked "TRASH" shall be removed. All can liners obviously soiled or torn shall be replaced. The Contractor is responsible for removing trash and debris from buildings. Trash shall be disposed of in secured plastic bags in the nearest outside

dumpster. The Contractor shall pick up any trash that may have fallen onto the facilities grounds during removal from the building. The State will be responsible for emptying of the dumpsters. Trash shall not be left in custodial closets or other areas overnight. The Contractor is responsible for removing stains and spots on surfaces where trash is placed before transportation to refuse dumpsters. These surfaces include carpet, tile, and concrete surfaces.

- b. **Vacuuming.** Vacuuming will be performed once a week with an electric stand up or handheld vacuum. All common area carpeted areas are to be thoroughly cleaned. This includes under desks and tables, behind doors and in corners. Upon completion, all carpeted areas shall be neat, clean, free of debris, and have a professional appearance. All tears, burns, and raveling will be brought to the attention of the State Project Manager.
 - c. **Sweeping and Dry Mopping.** All non-carpeted common area floors shall be swept or dust mopped once a week. The entire floor surface, including corners, shall be free of litter, dust, foreign objects or debris. Trash receptacles, other items (except for personnel belongings), etc. shall be moved to mop underneath. After cleaning, the floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue, scuff marks, heel marks, or any evidence of soil. All floor maintenance solutions shall be removed from baseboards, furniture, etc. All moved items shall be returned to their original proper position.
 - d. **Wet Mopping and Buffing.** All non-carpeted floors will be damp mopped and machine buffed to remove traffic marks and restore luster of wax once per month. Contractor shall damp/wet mop with a disinfectant that will not be harmful to a wax finish. After cleaning, the floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue, scuff marks, heel marks, or any evidence of soil.
 - e. **Entry/Lobby Glass.** Clean all lobby and arctic entry windows inside and out once a month. No streaks or unwashed places will be visible.
 - f. **Floor Mats.** Vacuum and clean interior and exterior floor mats daily. After vacuuming or cleaning, mats shall be free of all visible lint, litter, soil, and other foreign matter. Soil and moisture underneath mats shall be removed and mats returned to their normal location on a daily basis.
 - g. **Carpet Cleaning.** Deep clean steaming or shampooing of all carpets will be performed semi-annually. This includes areas under desks, along baseboards, in corners and behind doors. It is the occupant's responsibility to move furniture prior to cleaning. All spots shall be treated and removed. In the event stains wick through the carpet, return visits would be required until the spots are removed.
 - h. **Strip and Wax.** Strip, scrub, seal, and wax all non-carpeted floors semi-annually per manufacturer's instructions to maintain a uniform glossy appearance. A non-skid wax is required. A uniform glossy appearance is free of scuff marks, heel marks, wax build-up and other stains and discoloration.
4. **Restroom and Locker Room Additional Tasks and Expectations.** In addition to the tasks listed on the frequency schedule above and described in section 3, restrooms and locker rooms will be cleaned performing the following tasks:
- a. **Daily** clean and disinfect all surfaces of toilets, urinals, sinks, dispensers, receptacles, mirrors, shower areas, countertops, and stall walls/partitions using a germicidal/disinfectant. After cleaning, items will be free of deposits, dirt, streaks, and odors. Urinals and toilets to be free from mineral/scale deposits.

- b. Descaling shall be performed **once a month**, at a minimum, and as often as needed to keep areas free of scale, soap films, and other deposits. After descaling, surfaces shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.
- c. **Daily** clean the entire floor surface, including grout. Contractor shall damp/wet mop with a disinfectant that will not be harmful to the floors finish. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water. Moveable items (except for personal items) shall be tilted or moved to sweep and damp mop underneath. Floors shall be stripped, scrubbed, waxed, etc. as necessary to maintain sanitary conditions and a clean, uniform appearance.
- d. Trash cans and sanitary napkin disposal units will be emptied and liners replaced **daily**.
- e. All restroom dispensers including paper towels, toilet paper, toilet seat protectors, soap dispensers, etc. will be checked **daily** and restocked as needed to ensure they at no time run empty. All supplies used in existing dispensers must meet manufacturers specifications, i.e. correct soap in soap dispensers. Supplies shall be stored in custodial closets or other designated areas. No overstocking shall be allowed. If supplies run out prior to the next service date, contractor shall refill within twelve (12) hours of notification.

5. Additional Cleaning Specifications.

- a. Never use chemical cleaning solutions at dilutions stronger than necessary. Measure and use all cleaning chemicals to manufacturer recommendations.
- b. Apply washing solutions only long enough to loosen dirt.
- c. Rinse clean surfaces with clear water (ensure no chemical residue remains).
- d. Do not spill solutions on surfaces not to be cleaned.
- e. Use steel wool, scouring powders, and abrasives only when absolutely necessary.
- f. Untreated feather dusters are not allowed.
- g. All supplies used in existing dispensers must meet manufacturers specifications, i.e. correct soap in soap dispensers.

6. Supplies and Equipment. The Contractor will supply all equipment, labor, supplies, and paper products required to complete the work as specified in this ITB. The equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services. The Contractor will not use any equipment owned by the State or employees of the State.

For bidding purposes, the Contractor should plan on providing the following: dispenser towels, toilet paper, trashcan liners, soaps, detergents, cleaning chemicals, floor maintenance products, towels, cloths, sponges, brushes, germicidal and fungicidal chemicals, vacuum cleaners, buffer, ladder, and squeegees. This is not all inclusive of supplies and equipment required and by no means should be considered as a "minimum item required" list. All supplies used in existing dispensers must meet manufacturers specifications, i.e. correct soap in soap dispensers.

All ladders or other devices used to reach the surface of objects not otherwise accessible for the required cleaning operations shall be provided by the Contractor, at no additional expense to the State, all such equipment shall be of sound construction, be firm and stable, and shall be maintained in good condition.

- a. **Supply and Equipment Storage:** Janitorial closets may be available for use by the Contractor, without cost, for the purpose of storing materials and equipment, excluding flammable materials. The Contractor shall be required to maintain odorless and clean closets. Closets shall be free of clutter and debris. Cleaning supplies and tools shall be

stored and organized in such a manner as to allow easy access and movement in closet. Closets provided for janitorial service use will be locked, if locks are available. The State of Alaska will not be responsible for Contractor's stored supplies or equipment kept in the building or janitor's closets or for the Contractor's employees' personal belongings. Any supplies or equipment stored in janitorial closets by building users may not be used by the contractor.

- b. **Equipment.** Contractor equipment must be suitable for the requirements of this contract and must meet all pertinent Federal and State Safety Regulations. Each and every electrical piece of equipment should have a UL rating plate. Each piece of equipment is subject to State and Federal inspections at any time during the life of this contract.
- c. **Equipment Minimum Requirements.** The contractor is required to produce, at minimum, the following equipment:
 - i. Industrial grade back-pack vacuums with air filtration bag, wet vacuum extractor, and upright vacuum cleaners with beater brush head and filtration bag.
 - ii. Floor scrubbers, squeegees, dust mops, wet mop handles, wet mop heads, mop buckets with ringers.
 - iii. Floor Buffer: floors must keep a polished look at all times.
 - iv. Carpet shampooer, water extractors, air movers, dehumidifiers, wet floor signs and closed for service barricades.
 - v. Well maintained, in good working order, vehicles with company identification.
 - vi. Commercial cleaning products. (Glass cleaners, disinfectant and general purpose)

The Contractor will not use any government or government employee owned equipment.

- d. **Restroom Supply Specifications.** The contractor is responsible for purchasing and providing supplies for restroom and locker room equipment such as:
 - i. Plastic Trash Can Liners/Bags: Suitable for the type of trash receptacle and sanitary napkin liners currently installed in the restroom/locker room
 - ii. Toilet Tissue: Two-ply, compatible with existing toilet paper dispensers currently installed in the restroom/locker room
 - iii. Paper Towels: Bi-Fold, Tri-Fold or Dispenser type, as indicated by existing dispensers currently installed in the restroom/locker room
 - iv. Hand Soap: Soap will be manufacturer recommended type and brand or compatible with currently installed dispensers
 - v. Recycled Products: 100 percent of all paper products procured (toilet tissue and paper towels) shall contain recycled materials
- e. **Water and Power.** The Contractor will be permitted use of facility water and power for the performance of this contract. The Contractor shall be directly responsible for instructing employees in utilities conservation practices and will be responsible for operating under conditions that preclude waste of utilities, which shall include but be limited to, the following:
 - i. Lights shall be used only during the time work is being performed in the area. Lights shall be turned off after room is cleaned.
 - ii. The workers shall not adjust mechanical equipment, controls for heating, ventilation, and/or air conditioning systems.

- iii. Water faucets and valves shall be turned off after the required usage has been completed.
- iv. Exterior doors and windows will not be propped open.

7. Special Specifications

- a. **Daily checklist.** The Contractor shall submit completed daily checklists (**attachment 7**) to the Project Manager via hardcopy delivered to the office designated at the contract start-up meeting or scanned and emailed to the Project Manager. Checklists will be used to verify work submitted on invoices. Failure to submit daily checklists may result in delayed or reduced payment.
- b. **Billings and Invoices.** The Contractor shall submit itemized invoices by facility location on a monthly basis. Any questions pertaining to payments must be addressed to the State Project Manager.
- c. **Payments.** Unless otherwise specified in this ITB or a contract resulting from this solicitation, payments for services will be made after they have been satisfactorily performed each month. If, however, a special provision is added that the Contractor must bill the State for in any given period, no payment will be made until such an invoice is received by the State. In the event a partial monthly payment must be made to the Contractor, the payment will be calculated based on a five (5) day per week contract or twenty-two (22) working days per month.
- d. **Payments for Base Closures or Power Loss.** The Contractor will be paid for all buildings on days the base is closed due to force majeure, as well as on days when there is power failure in excess of one hour. The Contractor will wait up to one hour for power to be restored before securing the building and departing. Interruptions in production due to power failure will be billed in 15-minute increments at \$100.00 per crew for the first hour.

SEC. 2.11 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for providing all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

SEC. 2.12 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.

SEC. 2.13 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. 2.14 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. 2.15 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 be itemized by building and reflect the monthly charge for that building. Invoices must be number sequentially and reflect the contract number.

All payments will be NET 30-days upon approval of the invoice and required documentation by the state assigned Project Manager. Invoices must be billed electronically to john.poirrier@alaska.gov no later than the 15th of the following month services were completed. Failure to submit timely invoices by the 15th of the following month of services may be cause for the cancellation of the contract.

Questions concerning payment must be addressed to the ordering agency.

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.

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. 4.05 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. 4.06 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. 4.07 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. 4.08 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.

SEC. 4.09 CONTRACTOR SELECTION PROCESS

Once the contracts are established this selection process will be used. When the state needs security services the lowest priced contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the needed service, the state will contact the next lowest priced contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For instance, if there was a need to transport a person from Anchorage to Fairbanks and then guard the person for two days in Fairbanks, the agency would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

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 SPECIFICATIONS

Unless otherwise specified in this 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.

SEC. 5.06 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. 5.07 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. 5.08 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. 5.09 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. 5.10 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. 5.11 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.,* article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 5.12 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. 5.13 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.

SEC. 5.14 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. 5.15 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. 5.16 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. 5.17 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. 5.18 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. 5.19 SOLICITATION ADVERTISING

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

SEC. 5.20 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. 5.21 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 contract 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. 5.22 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) Bid Schedule
- 2) Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction form.
- 3) Federally Funded Contracts Supplemental Requirements
- 4) Cleaning Frequency Schedule
- 5) Daily Checklist template
- 6) Alaska Bidder Preference Checklist

BIDDER'S CHECKLIST

Respondents are encouraged to use this checklist when assembling their quote package

This list is for guidance only and may not be all-inclusive. It is the responsibility of the vendor to ensure all required documents and information is received within DMVA/DAS Procurement Office no later than the deadline set for receipt of bids for your bid to be considered responsive.

_____ **Completed Page 1 of this ITB.**

One completed and signed copy of Page 1 of this ITB; and,

_____ **Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

One signed copy of the Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form for the bidder; and,

_____ **DMVA FMO Federally Funded Contracts Supplemental Requirements**

One signed copy of the DMVA FMO Federally Funded Contracts Supplemental Requirements for the bidder; and

_____ **Bid Schedules**

Completed and signed copy of the Bid Schedule for each location the bidder is interested in bidding on; and

_____ **Attendance at Mandatory Pre-Bid Teleconference**

Attend and register at the Mandatory Pre-Bid Teleconference Meeting on the date specified within this ITB; and,

_____ **Conflict of Interest Statement**

_____ **Alaska Bidder Preference Checklist (if applicable)**

_____ **Mandatory Return Amendments**

Written acknowledgement of any MANDATORY RETURN amendment(s) issued for this ITB.

ATTACHMENT 1: BID SCHEDULE

The Bid Schedule for a one-year period is based on current estimated service requirements. DMVA will divide the annual posted cost by twelve to determine a monthly cost for each activity when necessary to do so for billing/budgeting purposes. Award will be made to the lowest responsive and responsible bidder based on the total cost below for all estimated services.

Floor plans depicting service areas and estimated square footage will be attached in a separate file to the Online Public Notice for this ITB. The file is also available from the Procurement Officer upon registration for updates and amendments. **Some buildings have multiple floors, consult each floor plan for building number.**

Item No.	Building Number	Daily Services (Annual Cost)	Weekly Services (Annual Cost)	Monthly Services (Annual Cost)	Semi-Annual Services (Annual Cost)
1.	1168				
2.	1171				
3.	1176				
4.	3127				
5.	3129				
6.	3130				
7.	3133				
8.	3134				
9.	3180				
10.	3225				
11.	3345				
SUBTOTALS		\$	\$	\$	\$
BID TOTAL (ADDITION OF ALL SUBTOTALS)					\$

Contact Name: _____

Company: _____

Phone: _____ Email: _____

Address: _____

Authorized Signer Name (Printed): _____

Authorized Signature: _____ Date: _____

--End Attachment 1--

Attachment 2: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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

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

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

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

Printed Name and Title of Authorized Representative

Signature Date

Please provide either the DUNS Number _____ or the
Cage Code _____

Instructions for Certification

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

--End Attachment 2--

Attachment 3: Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013

Section 801. Applicable Law.

The Successful Contractor will comply with the following Applicable Laws. To view any referenced Laws or Statutes in their entirety, please contact the Project Manager.

Section 802. Governing Regulations.

This contract and the parties involved with this contract will comply with, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and NGR 5-1.

Section 803. Nondiscrimination.

This contract and the parties involved with this contract will comply with the following national policies prohibiting discrimination:

- A. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.
- B. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.
- C. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.
- D. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- E. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

Section 804. Lobbying.

- A. The State covenants and agrees it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.
- B. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Section 805. Drug-Free work Place.

This contract and the parties involved with this contract will comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

Section 806. Environmental Protection.

- A. The Contractor and the parties involved with this contract, agree its performance under this Agreement shall comply with:
 - i. The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
 - ii. Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
 - iii. The Resources Conservation and Recovery Act (RCRA);
 - iv. The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
 - v. The National Environmental Policy Act (NEPA);

- vi. The Solid Waste Disposal Act (SWDA));
 - vii. The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
 - viii. To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
- B. In accordance with the EPA rules, the party further agrees to also identify to the awarding agency (***State of Alaska \ Department of Military and Veterans Affairs \ Facilities Management Office***) any impact this award may have on:
- i. The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
 - ii. Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
 - iii. Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
 - iv. Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
 - v. Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
 - vi. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C. 300H-3).

Section 807. Use of United States Flag Carriers.

- A. The Contractor and the parties involved with this contract, agree travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
- B. The Contractor and the parties involved with this contract, agree it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Section 808. Debarment and Suspension.

This contract and the parties involved with this contract will comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR Part 180, as implemented by the DoD in 2 CFR Part 1125.

The State agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the State enters into transactions that are “covered transactions” under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR Part 1125.

Section 809. Buy American Act.

The State covenants and agrees it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a, et seq.). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Section 810. Uniform Relocation Assistance and real Property Acquisition Policies

The State covenants and agrees it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Section 811. Copeland “Anti-Kickback” Act.

The State and the Contractor and the parties involved with this contract covenants and agrees it will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland “Anti-Kickback” Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Section 812. Contract Work Hours and Safety Standards Act.

The State and the Contractor and the parties involved with this contract covenants and agrees it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

Section 813. Central Contractor Registration and Universal Identifier Requirements.

The Contractor and the parties involved with this contract agree to comply with the Central Contractor Registration and Universal Identifier Requirements as indicated below:

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make sub awards under this award, you:

- i. Must notify potential sub-recipients that no entity (see definition in paragraph C of this award term) may receive a sub-award from you unless the entity has provided its DUNS number to you.
- ii. May not make a sub-award to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

- i. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the www.sam.gov Internet site.
- ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS

number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- iv. Sub-award:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A sub-award may be provided through any legal agreement, including an agreement that you consider a contract.
- v. Sub-recipient means an entity that:
 - a. Receives a sub-award from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the sub-award.

Section 814. Reporting Sub-awards and Executive Compensation.

The Contractor agrees to comply with the Reporting Sub-awards and Executive Compensation requirements indicated below:

A. Reporting of first-tier sub-awards

- i. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).
- ii. Where and when to report.
 - a. You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrs.gov>.
 - b. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2012, the obligation must be reported by no later than December 31, 2012).
- iii. What to report. You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives.

- i. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received—

- i) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,
 - ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,
 - a) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- ii. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - a. As part of your registration profile at <https://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Sub-recipient Executives

- i. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if—
 - a. in the sub-recipient's preceding fiscal year, the sub-recipient received--
 - i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
 - iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- ii. Where and when to report. You must report sub-recipient executive total compensation described in paragraph c.1. of this award term:
 - a. To the recipient.
 - b. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

D. Exemptions

- i. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- ii. Sub-awards; and,
 - a. The total compensation of the five most highly compensated executives of any sub-recipient.

E. Definitions. For purposes of this award term:

- i. Entity means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Sub-award:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iv. Sub-recipient means an entity that:
 - a. Receives a sub-award from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the sub-award.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - a. Salary and bonus.
 - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. Change in pension value. This is the change 'In present value of defined benefit and actuarial pension plans.
 - e. Above-market earnings on deferred compensation which is not tax-qualified.
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Contractor Acknowledgement and Acceptance of Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013

Contractor Business: _____

Entity/Name: _____

Signature – Authorized Representative

Date

--End Attachment 3--

Attachment 4: Cleaning Frequency Schedule Template

At the Contract Start-Up Meeting, the Contractor and Project Manager should work together to complete the Cleaning Frequency Schedule. The schedule should clearly depict the days and times the Contractor is expected to be in each building to perform the required services.

Please refer to the required tasks table section under the Scope of Work in this ITB for frequency expectations.

Building Number	DAILY SERVICES (Monday – Friday) Identify hours expected to be in building	WEEKLY SERVICES (One day a week) Identify the day and hours expected to be in building	MONTHLY SERVICES (Once a month) Identify the approximate date each month services will take place and hours expected to be in building	SEMI-ANNUAL SERVICES (Twice a year, Once ~every six months) Identify the approximate dates services will take place and hours expected to be in building
1168				
1171				
1176				
3127				
3129				
3130				
3133				
3134				
3180				
3225				
3345				

(an example of a complete Cleaning Frequency Schedule can be found on the following page)

Example of a completed Cleaning Frequency Schedule

Building Number	DAILY SERVICES (Monday – Friday) Identify hours expected to be in building	WEEKLY SERVICES (One day a week) Identify the day and hours expected to be in building	MONTHLY SERVICES (Once a month) Identify the approximate date each month services will take place and hours expected to be in building	SEMI-ANNUAL SERVICES (Twice a year, Once ~every six months) Identify the approximate dates services will take place and hours expected to be in building
1168	5:30pm – 7:30pm	Monday, 5:30pm	On or around the 15 th of each month, during the daily services time period	April and October, 2021 during scheduled time approved by Project Manager
1171	5:30pm – 7:30pm	Monday, 5:30pm	On or around the 15 th of each month, during the daily services time period	April and October, 2021 during scheduled time approved by Project Manager
1176	5:30pm – 7:30pm	Monday, 5:30pm	On or around the 15 th of each month, during the daily services time period	April and October, 2021 during scheduled time approved by Project Manager
3127	7:30pm – 10:30pm	Monday, 7:30pm	On or around the 15 th of each month, during the daily services time period	April and October, 2021 during scheduled time approved by Project Manager
3129	7:30pm – 9:30pm	Monday, 7:30pm	On or around the 15 th of each month, during the daily services time period	April and October, 2021 during scheduled time approved by Project Manager
3130	7:30pm – 9:30pm	Monday, 7:30pm	On or around the 15 th of each month, during the daily services time period	April and October, 2021 during scheduled time approved by Project Manager
3133	9:30pm – 11:30pm	Monday, 9:30pm	On or around the 15 th of each month, during the daily services time period	April and October, 2021 during scheduled time approved by Project Manager
3134	9:30pm – 11:30pm	Monday, 9:30pm	On or around the 15 th of each month, during the daily services time period	April and October, 2021 during scheduled time approved by Project Manager
3180	9:30pm – 11:30pm	Monday, 9:30pm	On or around the 15 th of each month, during the daily services time period	April and October, 2021 during scheduled time approved by Project Manager
3225	10:30pm – 12:30am	Monday, 10:30pm	On or around the 15 th of each month, during the daily services time period	April and October, 2021 during scheduled time approved by Project Manager
3345	10:30pm – 12:30am	Monday, 10:30pm	On or around the 15 th of each month, during the daily services time period	April and October, 2021 during scheduled time approved by Project Manager

--End Attachment 4--

Attachment 5: Daily Checklist Template

Building # _____

Time In _____ Time Out _____

Checklist Completed By: _____

Task Frequency	Activity	Completed By	Notes*
Daily	Trash Removal in common areas and restroom/locker rooms		
Daily	Clean toilets and urinals in restroom/locker rooms		
Daily	Clean partitions in restroom/locker rooms		
Daily	Clean sink and fixtures in restroom/locker rooms		
Daily	Clean bathroom counter tops in restroom/locker rooms		
Daily	Clean mirrors in restroom/locker rooms		
Daily	Clean shower stalls and fixtures in restroom/locker rooms		
Daily	Clean drinking fountains in common areas		
Daily	Vacuum entryway rugs and floor mats in common areas		
Daily	Mop restroom and shower room floors in restroom/locker rooms		
Daily	Mop shower stall floors in restroom/locker rooms		
Daily	Sweep hallways in common areas		
Daily	Dry mop lunch room floors in common areas		
Three times a week**	Vacuum floors in common areas		
Once a week**	Vacuum floors in once a week area		
Three times a week**	Sweep stairwells		
Once a week**	Spot clean carpets in common areas		
Once a week**	Clean lobby glass, enclosures, doors and windows in common areas		
Once a week**	Dust in common areas		
Once a month**	Wet mop and buff non-carpeted areas in common areas		

**if you need additional space for notes, you can continue on back of page or a new sheet of paper*

***For tasks that are not daily completed, indicate completion only on days they are scheduled for completion*

--End Attachment 5--



ATTACHMENT 6: ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: _____

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.							
<table border="1"><tr><td>1.</td><td>2.</td><td>3.</td><td>4.</td><td>5.</td><td>6.</td></tr></table>		1.	2.	3.	4.	5.	6.
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**: _____

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: _____

City: _____

ZIP: _____

“**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 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**: _____
- 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: _____
- 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: _____

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 _____ and all information on this form is true and correct to the best of my knowledge.

Printed Name

Title

Date

Signature

--End Attachment 6--

--End of ITB--