

# STATE OF ALASKA INVITATION TO BID (ITB)



## JANITORIAL AND LAWN CARE SERVICES FOR THE SHELDON JACKSON MUSEUM AND THE STRATTON BUILDING IN SITKA, ALASKA ITB 2023-0500-5162      ISSUE DATE MAY 18, 2022

The State of Alaska is seeking one or more vendors to Provide Janitorial and Lawn Care Services for the Sheldon Jackson Museum and the Stratton Building in Sitka, Alaska.

Services including general cleaning and sanitizing restrooms, foyer, office area, and museum gallery at the SJM. Services also include seasonal lawn care, and snow and ice removal at the Sheldon Jackson Museum and adjacent Stratton Library Building. The ITB is divided into three (3) Lots. Vendors may bid on one or more lots however, bidding on all three lots is not required.

**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 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.

**BIDDER INFORMATION:**

<b>Kathy Blomquist</b> <b>Procurement Officer</b>	_____ 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) 465-8654 TDD: (800) 770-8973	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: eed.procurement@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 State of Alaska is seeking one or more vendors to Provide Janitorial and Lawn Care Services for the Sheldon Jackson Museum and the Stratton Building in Sitka, Alaska.

Services including general cleaning and sanitizing restrooms, foyer, office area, and museum gallery at the SJM. Services also include seasonal lawn care, and snow and ice removal at the Sheldon Jackson Museum and adjacent Stratton Library Building. The ITB is divided into three (3) Lots. Vendors may bid on one or more lots, but bidding on all three lots is not required.

## **SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS**

Bids must be received no later than 3:00pm Alaska Time on June 8, 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 PRIOR EXPERIENCE**

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

- 5 years' experience in a similar role

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

## **SEC. 1.04 INVITATION TO BID (ITB) REVIEW**

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

## **SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS**

All questions must be in writing and directed to the procurement officer via email at [eed.procurement@alaska.gov](mailto:eed.procurement@alaska.gov). 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 email. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

## **SEC. 1.06 SITE INSPECTION**

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

Clint Jefferson Farr  
Operations Manager, DEED Division of Libraries, Archives, Museum  
395 Whittier Street  
Juneau AK 99811-0571  
907-465-2912  
[clint.farr@alaska.gov](mailto:clint.farr@alaska.gov)

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

## SEC. 1.07 SUBMITTING BIDS

When submitting a bid, the bid must be emailed to [eed.procurement@alaska.gov](mailto:eed.procurement@alaska.gov) and must contain the ITB number in the subject line of the email, **ITB 2023-0500-5162**. 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. **There are four (4) forms required to submit a bid:**

- 1. Page 2 of ITB (Bidders Information)**
- 2. Submittal Form A**
- 3. Completed Bid Sheet(s)**
- 4. Prior Experience Minimum Requirement Form**

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

It is the bidder's responsibility to contact the issuing agency at 907-465-8654 to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## SEC. 1.08 BID FORMS

**Bidders shall use page 2 of this ITB (Bidders Information), Submittal Form A, the ITB Bid Sheets and the Prior Experience Minimum Requirement form for submitting bids.** Required forms are attached to this ITB. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

### BIDDER'S CERTIFICATION

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

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

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

#### CONFLICT OF INTEREST

Each bid shall include a statement indicating whether the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

#### SEC. 1.09 PRICES

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

#### SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY

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

#### SEC. 1.11 AMENDMENTS TO BIDS

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

#### SEC. 1.12 AMENDMENTS TO THE ITB

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

#### SEC. 1.13 ITB SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / ITB Released	3:00pm	5/18/2022
Deadline for receipt of questions	3:00pm	6/2/2022
Deadline for Receipt of Bids / Bid Due Date	3:00pm	6/8/2022
Bid Evaluations Complete	5:00pm	6/8/2022
Notice of Intent to Award	3:00pm	6/9/2022
Contract Issued	5:00pm	6/21/2022

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 Education and Early Development, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

#### **SEC. 1.14 ALTERNATE BIDS**

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

#### **SEC. 1.15 SUPPORTING INFORMATION**

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

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

#### **SEC. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER**

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

## **SECTION 2. CONTRACT INFORMATION**

### **SEC. 2.01 CONTRACT TERM**

The length of the contract will be from the date of award, approximately July 1, 2022, through June 30, 2023, with the option to renew for four additional one-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

Initial Term: July 1, 2022 – June 30, 2023

Optional Renewal: July 1, 2023 – June 30, 2024

Optional Renewal: July 1, 2024 – June 30, 2025

Optional Renewal: July 1, 2025 – June 30, 2026

Optional Renewal: July 1, 2026 – June 30, 2027

### **SEC. 2.02 CONTRACT ADMINISTRATION**

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Education and Early Development, Division of Finance and Support Services.

### **SEC. 2.03 CONTRACT FUNDING**

Department of Education and Early Development, Division of Libraries, Archives and Museums, estimates a budget maximum of \$55,000 yearly for this contract, inclusive of all Lots. Maximum yearly budget for bidding on Lot #1 is \$42,000; maximum yearly budget for bidding on Lot #2 is \$6,000 and maximum yearly budget for bidding on Lot #3 is \$7,000.

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 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 are at:

- Sheldon Jackson Museum at 104 College Drive, Sitka, AK 99835
- Stratton Library Building located at 831 Lincoln Street, Sitka, AK 99835

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

### TERMINOLOGY:

- **Onsite Museum Contact:** Generally, the full-time museum protection and visitor services supervisor that works at the Sheldon Jackson Museum, Sitka.
- **Contract Administrator:** Generally, the Division of Libraries, Archives, and Museums Division Operations Manager, Juneau.
- **Administrative Officer:** The Division of Libraries, Archives, and Museums employee who processes invoices for payment in Juneau.

## SPECIFICATIONS:

### 1. **WORKDAY and HOURS:**

- a. In the winter months between October 15 and April 15, 2022, routine janitorial services will be performed a **minimum** of three days per week with one to four additional days per week depending on operating hours.
- b. In the summer months between April 16 and October 14, 2022, routine janitorial services will be performed a **minimum** of 5 days per week, with one to two additional days per week depending on operating hours.
- c. Routine janitorial services are performed only on days when Museum staff are present.
- d. Routine janitorial services shall be completed in the morning before the museum opens to the public at 10 am. Building will be available for cleaning generally at 8 a.m.
- e. During the summer months, building janitorial service are generally performed on days the facility is open to the public; **up to seven days per week**. Summer schedules generally include at least one weekend day (Saturday or Sunday or both Saturday and Sunday).
- f. During the winter months, janitorial service is performed every other day (3 days per week), at a minimum, when the facility is open to the Winter schedules generally include Saturdays. Winter season hours will be generally established in August.
- g. **Mid-day cleaning and sanitizing may be added** to the contractor's schedule during times of high visitation. The services will be performed in addition to the morning routine cleaning mid-way through the public hours for the day. In FY23, cleaning will be scheduled mid-day in the summer months. The need for this service will be determined by the Contract Administrator in consultation with the Museum staff on a quarterly basis.
- h. Ground's upkeep may be performed before staff arrive in the morning and on days when staff are not in the building if access into the facility is not needed.
- i. Janitorial services shall not be performed, except for ground care, on State observed holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Seward's Day, Memorial Day, Independence Day, Labor Day, Alaska Day, Veterans Day, Thanksgiving, and Christmas. All museum staff generally work Tuesday - Saturday in the winter and observe holidays on a Saturday or Tuesday if the State holiday falls on a Saturday, Sunday, or Monday.

### 2. **JANITORIAL SUPPLIES/EQUIPMENT/LABOR:** The contractor shall provide all supplies, materials, appropriate equipment, and labor to accomplish the services requested:

#### A. Supplies:

- a. The contract shall maintain an adequate inventory of supplies to prevent running out.
- b. The contractor shall provide toilet paper, seat covers, baby-changing table covers, paper towels and hand soap for the restroom dispenser.
- c. Toilet paper will be two-ply, facial quality, paper towels will fold correctly to fit in dispenser, and all materials are expected to be standard commercial grade or better quality.
- d. The contractor shall not leave extra rolls of toilet paper or paper towel on top of dispenser.
- e. The Contractor shall use environmentally friendly products as much as possible and minimize exposure to potentially harmful chemicals.
- f. The contractor shall use products in pump sprays rather than aerosols containers.

#### Cleaning Products:

- a. Concentrated bleach products that can stain (bleach) furnishing and carpet shall not be used in this facility.

- b. The contractor will provide and use a product that is recommended for cleaning both plexiglass and glass for cleaning casework glazing as the museum's display cases are made of both plexiglass and glass. General glass cleaners can mar the surface of plexiglass and shall not be used on site.
- c. CDC Guidelines for Cleaning and Disinfecting Facilities: The contractor will follow CDC protocols for cleaning and disinfecting the facility. Surfaces that are dirty must be clean and then disinfect after cleaning to sanitize the surfaces and prevent the spread of germs and viruses. An EPA-registered N-List disinfectant is required for cleaning.
- d. Disinfectant for sanitizing countertops, door handles, water fountains, faucets, and other high touch areas shall be an EPA-registered N-List disinfectant. The selected product will be recommended for use on furnishings and electronics, food prep surfaces, and around people with chemical sensitivities.
- e. The Contract Administrator shall require the contractor to submit a list of proposed brand names and may require actual product samples of the cleaning supplies the contractor intends to use.
- f. Cleaners should be fragrance-free or nearly odorless.

Prohibited Supplies:

The contractor shall NOT supply or use any of the following items:

- a. Bleach
- b. Bar Soap
- c. Corrosive, Caustic or Acidic Cleaning Agents, which may damage finished surfaces if improperly used.
- d. Abrasive Cleaning Materials, such as steel wool and scouring powders, which tend to streak or abrade porcelain and stainless fixtures.
- e. Regulated Hazardous Materials, unless approved by the Building Manager.
- f. Substances classified as "known" or "likely" Human Carcinogens or Reproductive Toxicants.
- g. Brooms, feather dusters, and dust mops may not be used in the museum galleries.
- h. Ammonia-based glass cleaners as they can mar plexiglass which is used throughout the galleries.
- i. Ozone-depleting compounds as listed in the Clean Air Act regulations.
- j. Cleaners and disinfectant that are heavily scented.

**B. Equipment:**

- a. The contractor shall not use alternative restroom dispensers in lieu of those already in place unless approved by the Contract Administrator or Onsite Museum Contact.
- b. The state will furnish all dispensers for paper towels, toilet-seat covers, soap, and hand sanitizer.
- c. Most equipment and supplies must be stored off-site at the contractor's expense.
- d. The following equipment is approved for use to perform janitorial and grounds maintenance work at the museum. All equipment will be made available for inspection at the Contract Administrator or the Onsite Museum Contact request.
- e. If the equipment to perform services needs repair, the contractor is responsible for repairing the equipment and having backup equipment or a plan to continue specified services without delay.
- f. The Sheldon Jackson has a small storage closet for supplies and indoor equipment. The contractor must store most equipment offsite.
- g. The contractor shall supply a vacuum cleaner equipped with beater brush (roller brush) and rated at least 150 CFM. V

- h. The vacuum cleaners must be equipped with integral HEPA High Efficiency Particular Air) filters to remove particles down to 0.3 microns size from the unit's exhaust. The contractor shall replace vacuum cleaner dust bags and HEPA filters when dirty or worn.
- i. Vacuum cleaner must and edge attachment for edge vacuuming and long wand attachment to-reach areas such as under desks and tables.

Equipment Type:

Storage Location:

• Microfiber dust mops and clothes	On-site storage
• Lambswool or microfiber dusters	On-site storage
• Wet mops and buckets	On-site storage
• Brooms, push brooms, dust pans,	On-site storage
• Floor Vacuum with HEPA filtration	On-site storage
• Vacuum edge tool and long wand	On-site storage
• Wet/dry vacuum	Contractor storage
• High speed burnisher	Contractor storage
• Low speed floor machine	Contractor storage
• Encapsulation, water extraction carpet cleaner	Contractor storage
• Lawn mower with bagger	Contractor storage
• Weed eater	Contractor storage.
• Leaf blower	Contractor storage
• Fertilizer spreader	Contractor storage
• Power washer	Contractor storage
• Snow blower	Contractor storage
• Rake, pruner, edger	Contractor storage
• Snow shovel and ice chipper	Contractor storage

C. Labor:

- a. The contractor shall hire an adequate number of employees to perform all work in the required timeframe services are to be provided.
- b. The contractor is expected to have at least one representative that can clearly understand and speak English to communicate with the Contract Administrator or designee and understand directions.
- c. Contractor shall not direct museum visitor or other contractors in the performance of their duties.
- d. The contractor will maintain daily contact with the Onsite Museum Contact.

3. **RECYCLED PAPER:** Paper products furnished while providing this service shall meet the following minimum recycled postconsumer material\* content requirements shown below. If the contractor furnishes products that do not meet this minimum standard it will be grounds for the State to declare the contractor non-responsive, in default and to terminate the contract.

Products minimum percentage content are 20% for toilet tissue and 40% for paper towels.

\* "Postconsumer materials" refers to waste materials and byproducts that have been recovered or diverted from the solid waste system, but such term does not include materials and byproducts generated from, and commonly reused within, and original manufacturing process. The term includes paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have been passed through

their end usage as a consumer item, including used corrugated boxes, old newspapers old magazines, mixed wastepaper, tabulating cards, used cordage and all paper, paperboard and fibrous wastes that enter and are collected from municipal solid wastes.

4. **SAFETY DATA SHEETS (SDS):** The contractor shall provide the state with copies of the SDSs for all chemicals and cleaning agents that are used in performance of this contract. The contractor's failure to provide the SDSs within the time required by the State will cause the State to declare the contractor nonresponsive and for the State to declare the contractor in default and cancel the contract.
5. **WORK AREA INCREASE OR DECREASE:** The State reserves the right to increase or decrease the work area covered by the contract. The price per square foot of any increase or decrease will be equal to the current price per square foot of this contract.
6. **BUILDING SECURITY:** The contract will not be given keys to the facility and cannot work in the facility without staff presence. The contractor may perform grounds care and snow plowing when the facility is closed if access into the facility is not required.
7. **WORKING AROUND FRAGILE MATERIALS:** the contractor will be working in a facility with irreplaceable museum objects, art, and artifacts on display. The contractor is expected to clean and dust display cases furniture, and vacuum around museum objects and display case furniture, but will not clean, handle, or touch museum object. The contractor must take precautions to avoid vibrating, bumping, or moving display cases and objects. The contractor will not clean around objects in such a manner that promotes dust or risks misting objects with cleaning products.
8. **COVID-19 MITIGATION PROCEDURES:** In response to COVID-19 state health mandates, specific procedures may be issued that the contractor shall follow regarding cleaning and disinfecting public and office spaces. As of May 2021, masks are no longer required in State facilities, however, the contractor is strongly encouraged to offer masks to their employees and to wear personal protective equipment in the course of their work.
9. **OPTIONAL SERVICES:** The state shall determine if the services in LOT ITEM 4 (items 4.A – 4.D) listed as SEMI-ANNUAL and ANNUAL SERVICES are needed each contract year. With approval from the Contract Administrator, the Onsite Museum Contact will coordinate scheduling with the contractor. The contractor will not assume the service is required or perform the work unless it is requested by the Onsite Museum Contact or the Contract Administrator.

## **LOT 1. Janitorial Services for Sheldon Jackson Museum and Stratton Library**

### **Building characteristics for Sheldon Jackson Museum:**

- Two (2) restrooms
- Zero (0) private enclosed offices
- Approximately 566.5 square feet of reception area
- Approximately 800 square feet of open or partial-height panel office area inclusive of conference room area
- Approximately 3400 square feet of exhibit space area

**Building characteristics for Stratton Library:**

- Two (2) restrooms
- Zero (0) private enclosed offices. (This is subject to change)
- Approximately 10,000 square feet of flooring upstairs and downstairs including bathrooms, entrance, and open space

**Specifications:**

**Cycle:** The contractor will be required to perform the below listed services every seven (7) calendar days, which will be referred to as a cycle.

**Contract Period:** Services will be performed commencing on July 1, 2022, through June 30, 2023 (12 cycles) with four optional one-year renewals.

**Contract Renewal(s):** Same renewal options will apply (see page 10 under “Contract Period”). Only the dates will be changed accordingly to reflect accurate workdays, depending on the year, for the months of April through October.

**Contractor’s Responsibilities:** The contractor will use their own equipment during this contract and/or any extension thereof. The contractor will furnish all labor, any materials, and fertilizers necessary to perform the outlined services.

**Daily Services:** To be performed between 8:00 AM and 9:00 AM (except on Wednesdays during Summers, work begins at 7:30 AM) during the summer-Sunday through Saturday and between 8:00 AM and 10:00 AM during the Winter-Tuesday through Saturday.

- Empty and wipe clean all wastebaskets, including in foyer area.
- Secure trash in plastic garbage bags and dispose of garbage bags in a designated on-site city furnished container. After disposal, the contractor must close and secure the container lids and/or doors. This includes trash from outside the foyer area.
- Clean all mirrors and interior glass. Leave all interior glass in a clean and streak-free condition. This also includes the foyer area, and plexiglass, e.g., exhibit cases. Note: Ammonia-based cleaners may not be used on plexiglass surfaces.
- Vacuum all carpeted floors.
- Clean spots from all carpeted floors with carpet shampoo.
- Mop all tiled floors with liquid detergent and water, rinse tiled floors with clean water then mop tiled floors dry.
- Dust all flat surfaces, inclusive of heater cabinet, coat rack in foyer, and gift shop cabinetry located in foyer.
- Clean all dirt and smudge marks from walls and fixtures.
- Clean all drinking fountains and bathroom fixtures with a liquid disinfectant.
- Maintain all bathroom fixtures and drinking fountains in a clean, sanitary, and germ-free condition.
- The state will furnish dispensers for all paper, toilet-seat cover, soap, and other required dispensers.
- Fill all paper, toilet-seat cover, soap, and other dispensers with products of proper size and type.

- Maintain all paper, toilet-seat cover, baby changing table, soap, and other dispensers in a clean and usable condition.
- Maintain air vent grills in a dust and lint-free condition.
- Maintain all entry mats in a clean, dirt-free, and functional condition.
- Capture any live insects in the exhibit area and show them to curator immediately.

Bidder's note: The State estimates it will take at least 56 hours per month in the summer season and 40 hours per month in the winter season to perform the tasks set out in Item A above.

#### **LOT #1 - ITEM B – Janitorial Services at the Sheldon Jackson Museum**

**As Required Services:** To be performed daily between 8:00 AM and 9:00 AM, in the Summer-Sunday through Saturday, and 8:00 AM and 9:00 AM in the Winter-Tuesday through Saturday.

- Replace plastic wastebasket liners in office, break room, foyers, and exterior front entry. This is required at daily or whenever the plastic wastebasket liner is torn or soiled.

The contractor will maintain daily contact with the museum staff contact person. No brooms or dust mops of any kind will be used inside the museum.

**Bidder's note:** The State estimates it will take at least ½ man-hour per month to perform the tasks set out in Item B above.

#### **LOT #1 - ITEM C – Janitorial Services at the Sheldon Jackson Museum**

**Daily Services:** To be performed between 7:30 AM and 9:00 AM (Summer-Sunday through Saturday) and between 8:00 AM and 9:00 AM (Winter-Tuesday through Saturday). Payment will be made monthly after the work has been inspected and approved by a museum staff member.

- Maintain all exterior walkways, loading areas, covered and/or open parking areas, and the grounds around the building perimeters in a dust, litter, snow and ice-free condition at the Sheldon Jackson Museum and the Stratton building. The contractor will provide de-icing granules for use in maintaining walkways.
- During the winter months it may be necessary that accumulated snow be removed from the museum and Stratton building property. The removal and disposal of this snow will be the responsibility of the contractor.
- Clean the front stairs at the old entrance to the museum as needed. The stairs need to be swept periodically and scrubbed where dirt accumulates on the front of the individual steps.
- Clean eaves around the outside of the building and keep in a spider web free condition.
- Keep rain gutters over entryway free of debris.

**Bidder's note:** The State estimates it will take at least 15 man-hours per month to perform the tasks set out in Item C above.

#### **LOT #1 - ITEM D - Janitorial Services at the Sheldon Jackson Museum**

**Scheduled Services:** These services are required twice each year on a date and time set by a museum staff member or the contracting officer. Payment will be made after the service is performed and the work has been inspected and approved by a museum staff member

- Shampoo all carpets, ensuring that all carpeting is completely dry prior to the beginning of the museum's normal business hours.

**Bidder's note:** The State estimates it will take at least 2 man-hours to perform the tasks set out in Item D above.

#### **LOT #1 - ITEM E - Janitorial Services at the Sheldon Jackson Museum**

**Scheduled Services:** These services are required twice (or more if needed) each year on a date and time set by a museum staff member or the contracting officer. Payment will be made after the service is performed and the work has been inspected and approved by a museum staff member.

- Using a brush scrubber, scrub all tiled floors with detergent and water, rinse all tiled floors with clean water, mop all tiled floors dry, apply new wax to all tiled floors.

**Bidder's note:** The State estimates it will take at least 2 man-hours to perform the tasks set out in Item E above.

#### **LOT #1 - ITEM F - Janitorial Services at the Sheldon Jackson Museum**

**Scheduled Services:** These services are required approximately two times each year on a date and time set by a museum staff member or the contracting officer. Payment will be made each time the service is performed, and after the work has been inspected and approved by a museum staff member. A staff member is required to be on site to inspect for leakage.

- Wash the inside and outside of all exterior glass (windows, doors, walls, except for the skylights) and leave all exterior glass in a clean and streak-free condition.

**Bidder's note:** The State estimates it will take at least 8 man-hours, each time, to perform the tasks set out in Item G above.

#### **LOT #1 - ITEM G - Janitorial Services at the Stratton Library**

The contractor will be required to perform the below listed services once a month for four hours, which will be referred to as a cycle. These routine janitorial services will be performed at the minimum of once

a month while the Stratton Library remains unoccupied. There may be one to four additional days per month depending on changes in building use.

- Clean and disinfect fixtures: toilets, urinals, sinks, faucets, handles; counters; stall walls and doors; entry doors and door handles; and all dispensers: toilet seat cover, toilet paper, paper towel, and soap dispensers.
- Clean Mirrors; Leave all interior glass in a clean and streak-free condition.
- Clean all dirt and smudge marks from walls and disinfect.
- Mop clean tile floors with liquid disinfectant cleaner and water, rinse floors with clean water then mop dry.
- Stock restroom toilet seat cover, toilet paper, paper towel, and soap dispensers with appropriate products as necessary.
- Empty wastebasket and feminine product disposal containers, clean, disinfect and replace liners.
- Dust flat surfaces.
- Clean and disinfect door handles; counters; drinking fountain; and other high touch surfaces.
- Clean glass on entry doors and windows as needed.
- Spot clean smudges and marks on walls, cabinets and furnishing as needed.
- Mop laminate floors.
- Vacuum carpeted floors.
- Maintain entry mats.
- Pick-up litter within the exterior perimeter of both properties.
- Empty wastebaskets.

**Bidder's note:** For award purposes the state estimates that there will be approximately 27 cycles per annual contract period.

#### **LOT #1 - ITEM H – Semi-Annual and Annual Services at the Sheldon Jackson Museum and Stratton Library**

One to two times a year, normally before beginning of summer season and end of summer season, the contractor shall:

- Clean the lobby, gallery, and office carpet areas, using an encapsulation, water extracting carpet cleaning machine.
- The staff are responsible for moving wastebaskets, floor mats, and chairs up off the floor.
- Ensure the carpeting is completely dry prior to the beginning of the museum's normal business hours.'
- Annually service, scheduled for the week around April 15, and after last frost. If required a second cleaning in the fall after the tourist season has ended. The need and schedule for a second cleaning will be determined by the Contract Administrator in consultation with the Museum staff.
- The date and time must be scheduled annually with the Onsite Museum Contact and approved by the Contract Administrator.

- The state estimates 4 hours to perform this work.

### **Floor Cleaning at Sheldon Jackson Museum and Stratton Building**

Two times per year stripping and waxing restroom floors at Sheldon Jackson Museum and annual stripping and waxing restroom floors at the Stratton Building:

- Using a brush scrubber, scrub restroom tiled floors with detergent and water
- Rinse with clean water and mop floors dry
- Apply 2 to 3 layers of new wax to floors and buff to shine.
- Annually service, scheduled for the week around April 15, and after last frost. If required a second cleaning in the fall after the tourist season has ended. The need and schedule for a second cleaning will be determined by the Contract Administrator in consultation with the Museum staff.
- The state estimates 6 hours to complete stripping, cleaning, and waxing the restroom floors.

### **Window Washing at Sheldon Jackson Museum**

Wash glass and leave in a clean and streak-free condition as follows:

- Wash the outside of all exterior windows of the exhibit area (octagon Sheldon Jackson Museum building). This does not include the cupola windows.
- Wash the inside and outside of all windows and doors in the Annex (office and reception area space) of the Sheldon Jackson Museum. This does NOT include window cleaning at the Stratton Library.
- A museum employee should be onsite to inspect for leakage.
- These services are required approximately one time each year on a date and time set by a museum staff member or the contracting officer.
- The state estimate it will take 3 hours to perform this work.

### **Sheldon Jackson Museum**

- Entry walkways on either side of flagpole bed.
- Sidewalk in front of the museum from the SJM parking area along College Drive to Lincoln Street.
- SJM loading zone by the annex back door.
- Cement landscape block retaining wall for the garden area against the SJM annex-office.
- The steps and landing of the old entrance.

### **Stratton Library**

- The loading dock on the Stratton to remove moss.

- The front entry, walkway, and steps to the Stratton main entry.
- The back wooden ramp and paved path leading to the second floor of the Stratton building.
- The contractor shall coordinate a time with the Onsite Museum Contact to complete this task in the spring. Payment will be made after the work has been inspected and approved by the Onsite Museum Contact.

The state estimates 4 hours to complete this work.

**Bidder's note:** For award purposes the state estimates that there will be approximately 2 cycles per annual contract period.

### **LOT #1 - ITEM I – Additional Services at the Sheldon Jackson Museum and Stratton Library**

The contractor will provide an hourly rate for janitorial cleaning that may be needed in conjunction with a special event and emergency incidences that occurs outside the janitor's normal cleaning hours.

- The Onsite Museum Contact will request this cleaning as needed for planned and unplanned incidences. The state estimates that this service is needed less than 4 times annually and may not be needed at all during the contract period.

The state estimates the 45 minutes per instance to complete the service.

## **Lot #2 – LAWN CARE SERVICES**

Lawn care, flower beds and related services at the Sheldon Jackson Museum and the building referred to as "the Stratton," 104 College Drive and 831 Lincoln Sitka, Alaska

### **Lot #2 Specifications - Lawn Care Services:**

The contractor will be required to perform the below listed services every seven (7) calendar days, which will be referred to as a cycle.

**Contract Period:** Services will be performed between April 1 and October 15 commencing on July 1, 2022, through June 30, 2023 (12 cycles) with four optional one-year renewals.

**Contractor's Responsibilities:** The contractor will use their own equipment during this contract and/or any extension thereof. The contractor will furnish all labor, any materials, and fertilizers necessary to perform the outlined services.

### **LOT #2 - Lawn Care Services**

- Pick and rake all rocks and debris from the lawn before mowing.
- Mow the lawn and dispose of clippings in the on-site provided container.

- Trim the grass and weeds along the building and sidewalks. Dispose of clippings in the on-site provided container.
- Weed the lawn and flowerbeds in front of the museum. Dispose of weeds, etc. away from the premises, not in the on-site provided container.
- Prune all undergrowth (e.g., bushes) behind the museum as needed. Dispose of clippings, etc. away from the premises, not in the on-site provided container.
- Fertilize the lawn as recommended by gardening experts and the fertilizer product manufacturer. This is usually done every four to six weeks.

NOTE: For award purposes the state estimates that there will be approximately 27 cycles per annual contract period.

### **Lot #3 – SEASONAL SNOW PLOWING AND DE-ICING**

Snow plowing, de-icing, and related services at the Sheldon Jackson Museum and the Stratton Library, referred to as “the Stratton,” 104 College Drive and 831 Lincoln Sitka, Alaska

#### **Lot #3 Specifications – De-icing, shoveling, and snow plowing:**

The contractor will be required to perform the below listed services every seven (7) calendar days, which will be referred to as a cycle.

**Contract Period:** Services will be performed between April 1 and October 15 commencing on July 1, 2022, through June 30, 2023 (12 cycles) with four optional one-year renewals.

**Contractor’s Responsibilities:** The contractor will use their own equipment during this contract and/or any extension thereof. The contractor will furnish all labor, any materials, and fertilizers necessary to perform the outlined services.

### **LOT #3 - DE-ICING, SHOVELING, AND SNOW PLOWING at the Sheldon Jackson Museum and Stratton Library.**

During months with freezing conditions and/or snow, the contractor shall:

- Shovel, blow or plow snow, and de-ice the exterior walkways, loading areas, and/or open parking areas as needed to maintain safely cleared and ice-free conditions at the Sheldon Jackson Museum and Stratton Library. This includes the sidewalk on the LAM property located along College Drive.
- Use sand or ice-melt to prevent slipping hazards.
- Move snow 4-feet away from the entry doors.
- Pile snow on the sides of walkways or parking areas if it does not encroach on the walkways or parking spaces.
- Shall not blow snow onto the building.

- Maintain a 5-gallon bucket of de-icing granules on site that museum staff may use as need to assist with walkway de-icing.

Shoveling, de-icing, and snow plowing shall be completed as follows:

- Prior to staff arrival at 8 a.m., shovel/plow snow, and de-ice so the walkways and parking areas are clear of snow and ice as needed.
- Prior to the museum opening to the public, re-check and remove snow and ice from walkways and parking areas as needed.
- If the museum is open to the public before noon, recheck conditions between 12 noon and 1 p.m. and shovel and de-ice if conditions warrant further action.
- The contractor is not expected to shovel or de-ice more than 3 times in each day.
- The contractor will invoice for the number of hours spent de-icing and shoveling each month. If the contractor exceeds 30 hours, then the contractor will inform the Contract Administrator that additional services are required at approved rate.
- Ice melt (any brand of de-icing material that is readily available) will be reimbursed at the actual cost, per bag, that is applied on approved LAM properties.
- The state estimates 30 hours annually for shoveling, de-icing, and plowing

Snow Removal:

- The contractor shall remove and dispose of snow if the volume of the piled snow reaches a point that it is encroaching on the walkways or blocking the loading zone or parking areas.
- With approval of the Contract Administrator, the contractor may charge an additional fee for removal of a dump truck load of snow from the site.
- Snow may need to be hauled away one time per season.
- The state estimates 1, 10-ton dump truck load per season.

## **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 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. 2.14 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**

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The state will make payment after it receives the goods or services and the invoice. 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.

Bid sheets for Lots 1, 2 and 3 are attached and must be filled out completely and submitted per instructions on the bid sheet attachment. Bidders may bid on Lot 1, Lot 2 and/or Lot 3 but it is not required for a bidder to bid on all lots.

### 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**

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 most of the members are Alaska veterans; or
- d) corporation that is wholly owned by individuals, and most of the individuals are Alaska veterans.

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

#### **Alaska Veteran Preference Certification**

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

### **SEC. 4.05 ALASKA PRODUCT PREFERENCE**

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development (DCCED) may receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a 3% preference.

- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

When the bids are evaluated, the preference percentage will be deducted from the product price. If a bidder fails to specify the brand being offered, no preference will be given. For more information on the Alaska Product Preference and to see the list of products currently on the Alaska Product Preference List, use the following web link:

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx>

#### **Brand Offered**

If offering a product that qualifies for the Alaska Product Preference, the bidder must indicate the brand of product they intent to provide. If a bidder is not offering a product that qualifies for the Alaska Product Preference, the bidder does not need to indicate a product brand.

#### **Brand of Product Changes**

During the contract including all renewal options, a contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

If a bidder offers a product brand in the original bid that does not qualify for the Alaska Product Preference, a change in the product brand may be made at any time during the contract, including all renewals, as long as the product band continues to meet the required specifications. A contract amendment is not required if the product brand originally offered did not qualify for the Alaska Product Preference.

### **SEC. 4.06 EMPLOYMENT PROGRAM PREFERENCE**

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

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

### **SEC. 4.07 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 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. 4.08 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. 4.09 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. 4.10 METHOD OF AWARD

Award will be made by lot to the lowest responsive and responsible bidder. **There are three (3) lots.** To be considered responsive for a lot, bidders must bid on all items within that lot. Bidders are not required to bid on all lots. Award will be combined into one contract if awarded more than one lot.

#### SEC. 4.11 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. 4.12 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 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 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 counteroffer 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 45 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

1. Submittal Form A
2. Bid Sheets
  - Lot #1 – Janitorial Services for Sheldon Jackson Museum for the Stratton Library Building
  - Lot #2 – Seasonal Lawn Care Services
  - Lot #3 – Seasonal Snow Removal Services (Shovel, De-Ice, Plowing)
3. Prior Experience Minimum Requirement Form