

STATE OF ALASKA INVITATION TO BID (ITB)



KENAI READINESS CENTER | JANITORIAL SERVICE

ITB - 230000006

OCTOBER 07TH, 2022

THE DEPARTMENT OF MILITARY AND VETERAN'S AFFAIRS (DMVA), FACILITIES MANAGEMENT OFFICE (FMO), ALASKA ARMY NATIONAL GUARD (ARNG) IS SEEKING BIDS FOR A MULTI-YEAR CONTRACT FROM QUALIFIED VENDORS TO PROVIDE JANITORIAL SERVICES AT THE KENAI READINESS CENTER LOCATED IN KENAI, 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 of 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 IV Phone: (907)428-7224 Email: MvaDasProcurement@alaska.gov	_____	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
	COMPANY SUBMITTING BID	
	_____	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
	AUTHORIZED SIGNATURE	
	_____	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
	PRINTED NAME	

	DATE	TELEPHONE NUMBER
_____	_____	_____
ALASKA BUSINESS LICENSE NUMBER	FEDERAL TAX ID NUMBER	E-MAIL ADDRESS

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INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Military and Veteran's Affairs (DMVA), Facilities Management Office (FMO), Alaska Army National Guard is soliciting bids from qualified vendors to provide janitorial services at the Kenai Readiness Center in Kenai, Alaska.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00pm Alaska Time on the day of Monday, October 31st, 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

No specific minimums have been set for this ITB.

SEC. 1.04 INVITATION TO BID (ITB) REVIEW

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

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

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

Written requests for questions may be emailed to MvaDasProcurement@alaska.gov. **Deadline for questions is no later than the time of 10:00am prevailing Alaska Time on date of Thursday, October 27th, 2022.**

SEC. 1.06 SITE INSPECTION - MANDATORY

Potential bidders will 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 preclude them from being able to perform the work in strict compliance with the true intent and meaning of the terms, conditions, and specifications of this ITB and submitted bids will be found non-responsive. The site may be inspected during the only scheduled mandatory walk-through on Thursday, October 20th, 2022 at 11:00am prevailing Alaska time by contacting Jim Manco at (907)428-7170.

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 1.05.

SEC. 1.07 SUBMITTING BIDS

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

Department of Military and Veteran's Affairs
Division of Administrative Services
Attention: Bobbi Brauneis
Invitation to Bid: 230000006
ITB Title: Kenai Readiness Center | Janitorial Services
P.O. Box 5308
Joint Base Elmendorf-Richardson, AK 99505

If submitting a bid via email, the bid may 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.

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

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

SEC. 1.08 BID FORMS

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

BIDDER'S CERTIFICATION

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

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

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

CONFLICT OF INTEREST

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

SEC. 1.09 PRICES

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

SEC. 1.10 PRE-BID TELECONFERENCE (NON-MANDATORY)

A pre-bid teleconference will be held on the day of October 21st, 2022 in the place of a virtual conference room setting via Microsoft Teams at 10:00am, prevailing Alaska Time. The purpose of this conference is to discuss the work duties and services to be performed with prospective bidder. Bidders will be allowed to ask questions outlining any concerns to the ITB herein this matter. Bidders should read the ITB in full and come to the meeting prepared to discuss any questions or concerns.

A calendar invite via Microsoft Teams will be sent out to registered vendors following site inspection. If a vendor does NOT have access to a Microsoft Teams account, a number will be provided for the capability of call-in.

SEC. 1.11 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. 1.12 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. 1.13 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. 1.14 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		10/07/2022
Pre-Bid Conference	10:00am	10/21/2022
Mandatory Site Visit	11:00am	10/20/2022
Deadline for Receipt of Bids / Bid Due Date	2:00pm	10/31/2022
Bid Evaluations Complete		
Notice of Intent to Award		11/02/2022
Contract Issued		11/15/2022

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 Veteran's 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. 1.15 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. 1.16 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. 1.17 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. 1.18 MANDATORY ANTI-TERRORISM TRAINING

In accordance with Department of Defense (DOD) Instruction 2000.16, all contract personnel working on site in the performance of a contract at a military site must obtain an Annual Antiterrorism Training Certificate before receiving a contract in the performance of the work. (See attachment 7)

SEC. 1.19 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 the bidder's signature on the DMVA FMO Federally Funded Contract Supplemental (Attachment 1), the bidder agrees to comply with the requirements stated within these provisions.

SEC. 1.20 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, they that 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 returned with your bid (Attachment 3).** A bid from a debarred or suspended bidder will be found non-responsive and their bid rejected.

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award, for two years firm and the option for three (3) additional 1-year renewals until completion. Renewal options will be exercised at the sole discretion of the state.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Military and Veteran's Affairs, Division of Administrative Services.

SEC. 2.03 CONTRACT FUNDING

Department of Military and Veteran Affairs, Alaska Army National Guard, Facilities Management Office estimates a budget of \$225,000.00 for this contract. Bids priced at more than \$225,000.00 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 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed and managed is at Kenai Readiness Center, 105 S. Forest Ln. Kenai, AK 99611

The state will provide workspace for the contractor.

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors 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. 2.07 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.

Prior to official award of a contract, a state representative may inspect the equipment the contractor proposes to use for fulfilling the obligation of this contract. If equipment is not available for inspection, the contractor may be required to show proof of purchase and anticipated delivery date of the equipment before official award of the contract.

SEC. 2.08 SCOPE OF WORK AND SPECIFICATIONS

PERFORMANCE REQUIREMENTS:

- 1. Work Schedule:** Services are to be performed two (2) days a week on Tuesday and Friday between the hours of 8:30am and 4:00pm Alaska time. If a service day falls on a holiday, services shall be performed generally on the next Department of Military and Veterans Affairs (DMVA) working day, in the same instances it may be necessary to perform the work the working day before a holiday. The contractor will coordinate a schedule of frequency and time of service with the agency contract for other services such as stripping, waxing, and carpet cleaning. In the event it is necessary for the State to change the schedule, after notification, the contractor will have seven days to have the new schedule in effect. At the start of the contract, the contractor will provide the number of man hours and employees needed to perform the daily and weekly services for each building This will determine the schedule that will be used and approved by the agency contact.
- 2. Manager, Employees, and Supervision:** The contractor shall assign a full-time manager who shall be available on a daily basis for communication and coordination of custodial functions and quality control with the DMVA. The manager shall have full authority to act for the contractor in all matters relative to the performance of all contract employees while on the premises. Any employee whose conduct is objectionable or who does not meet qualifications set forth in the contract may be immediately removed or barred from the premises. Additionally, the contract manager is responsible for enforcing the following guidelines:
 - a. Contract employees appearing to be under the influence of alcohol or drugs shall not be permitted on the premises.
 - b. Contract employees shall not use or tamper with office machines, computers, equipment, or personal property at any time.
 - c. Contract employees shall not open desks, cabinets, or other furniture at any time.
 - d. Contract employees shall not use DMVA telephones, copiers, or fax machines at any time.

- e. Contract employees on work programs will require supervision on a 2-1 ratio (2 employees to 1 supervisor).

No business solicitations from the contractor or contract employees to solicit additional private business from building occupants shall be allowed during the performance of the contract. This also prohibits notes or advertisements posted on bulletin boards.

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

The contractor shall be directly responsible for instructing employees in utilities conservations practices and will be responsible for operating under conditions that preclude waste of utilities, which shall include, but not necessarily limited to the following:

- a. Lights shall be used only in areas where the work is actually being performed. Lights shall be turned off after room is cleaned.
- b. Worker shall not adjust mechanical equipment, controls for heating, ventilation and air conditioning systems.
- c. Water faucets or valves shall be turned off after the required usage has been accomplished.
- d. Exterior doors and windows will not be propped open.

- 3. **Presence of Non-employees:** Contractor shall not allow any person(s) that are not employee(s) and/or contractor(s), minor(s) or person(s) of the contractor(s) and employee(s) family are prohibited from performing any work under this contract on any project site(s) during contract work hours.
- 4. **Communication:** At least one employee who can speak, read, and write English fluently shall be always present during scheduled services.
- 5. **Background Checks:** For security reasons, the DMVA 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, Social Security Number (SSN) will be required for all contract employees. By their signature on the bid submitted in response to this ITB the bidder agrees to provide any requested information, to include SSNs on any contractor employee, and to cooperate fully with the DMVA in any background check investigation.
- 6. **Safety and Safety Data Sheets:** In accordance with Alaska Statute (AS) 18.60, the contractor shall acquire, file, and maintain up-to-date records pertaining to Safety Data Sheets (SDS) for substances and products used by the contractor in the performance of any contract award from this solicitation. The contractor shall assume full responsibility for conformance with the law in regard to the contractor's employees. The Project Manager may request or inspect the contractor's files on products being used in the performance of work awarded from this solicitation. A current up-to-date binder will be kept on site in each storage area throughout the duration of the contract.

The contractor will be familiar with and operate within guidelines set forth by the Occupational Safety and Health Act (OSHA) and all city and/or State of Alaska regulations that affect custodial and housekeeping operations.

The contractor will ensure all employees assigned to the contract are knowledgeable of the current guidelines/regulations affecting custodial and housekeeping operations.

7. **Damage:** Contractor is liable for any damage to the property including but not limited to building structures, contents, or personal property caused by the contractor, contractor's employees, or cleaning methods. Any damage shall be reported as soon as possible to the facilities representative and the Project Manager.
8. **Loss of Keys:** Special emphasis is placed on key control. The contractor is required to sign for all keys. All keys are to be obtained from the Facility Commander or his/her designated representative, and to be return upon completion or termination of this contract. No duplications are to be made; in the event of lost keys, contact the Facility Commander, or his/her representative for replacements. Lost keys may be ground for immediate termination of the contract. At a minimum, replacement and re-keying charges will be paid by the contractor. The contractor's failure to pay for these services may interfere with payments for services rendered.
9. **Inspection of Work:** The contractor or the contractor designee shall upon notification by the Project Manager be present at the contract site to conduct an inspection with the agency's representative. Inspections with the State's representative may take place anytime and at the sole discretion of the contracting agency.

Required corrections resulting from the inspection shall be accomplished within four (4) hours after the inspection, or at the discretion of the State's contracting agency at an accepted alternate time. If the contractor fails to appear for an inspection, or corrections are not made within the stated period of time, the contracting agency may hire another janitorial firm to perform the necessary service to make the corrections and invoice the contractor for the cost. The contractor's failure to pay the State may interfere with the full payment of services rendered during the next invoicing cycle. Any carryover of non-corrected deficiencies may be grounds to find the contractor in default.

10. **Deficient Work:** The Project Manager (PM) will work with the contractor to resolve matters of deficiency by issuing a *Deficient Work Notification Form* to the contractor. The contractor will correct any deficiency by the required time as noted in the *Deficient Work Notification Form*. If the Contractor fails to appear for an inspection or a deficiency is not corrected within the stated period of time, the PM contact may hire another janitorial firm to correct the deficiency and deduct that cost from the next payment due under the contract.

If the contractor fails to correct the deficiency within the required time, this will be considered a valid service deficiency claim and the PM will submit the Deficient Work Notification to the procurement office. The procurement office will issue a Cure Letter. 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) and set a deadline after which the contractor may be found in default if corrective action is not taken.

If a contractor is issued more than two (2) Cure Letters during the life of the contract, it may be grounds for the procurement officer to find the contractor in default and cancel the contract.

11. **Building Security:** As instructed by the Project Manager or the facilities representative, the contractor shall turn off all designated lighting and lock doors and windows each workday. Contractor shall be briefed by the Project Manager or a representative on the security protocols including Key control for the facility(s) that are serviced under this contract.

12. Restricted Areas and Exceptions: The Contractor may not have access to some areas requiring special attention. For example, access to some data processing/telecommunication/computer areas may be limited to authorized personnel only. Some areas may be restricted from janitorial personnel during specific time frames and daily services in these spaces must be performed between specific hours as scheduled by the user agency occupants. Other spaces may require that the doors be immediately locked after completion of the janitorial services for that area.

13. Supplies and Equipment: The contractor will supply all equipment, labor, supplies and paper products required to complete the work as specified in the contract. At all times, the contractor shall store enough supplies at the site(s) to last a minimum of 3 weeks for a fully occupied building(s).

For bidding purposes, the contractor should plan on providing items such as but not limited to: Dispenser towels, toilet paper, can liners, soaps, detergents, cleaning chemicals, floor maintenance products and equipment, towels, cloths, sponges, brushes, germicidal and fungicidal chemicals, vacuum cleaners, floor scrubbers, high speed buffers, carpet extraction machines, ladders, squeegees. Contractor shall provide a closed container for waste sanitary napkins. Contractor shall also furnish (cost to be borne by contractor), repair, and/or replace toilet-seat covers dispensers, tissue dispensers, paper towel dispensers, and soap dispensers in all areas serviced, if a dispenser is battery operated batteries are to be changed before they are fully discharged. This is not an all-inclusive list of supplies and equipment required and by no means should be considered as the minimum items required. 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.

The contractor will not use any equipment owned by the state or employees of the state.

14. Product Quality: Products quality must meet or exceed the following samples.

- a. Toilet paper - Bay West Double Soft Premium 2 Ply or State approved equivalent
- b. Can Liners - 24" X 23" .7 mil. Low Density or better
33" X 40" 1.5 mil. Low Density or better

15. Supplies and Equipment Storage: The contractor will supply all equipment needed to complete the duties and requirements outlined herein. The equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services.

The Department of Military and Veterans Affairs (DMVA) will provide a storage area for the contractor's supplies and equipment but will not assume any liability for materials and equipment stored on the premises.

16. Billing and Invoices: The contractor shall submit by the 10th of the following month services were performed, an itemized invoice for services rendered and the Bulb Report for the previous month by facility and location. The contractor must email invoices to mvafmocontracts@alaska.gov . If invoices have not been emailed as instructed above, it may be grounds for contract termination. Any questions pertaining to payments must be addressed to this office.

SCOPE OF SERVICES:

Selected contractor shall furnish all necessary labor, supervision, equipment, supplies, and materials required to perform these custodial services.

1. **Initial Services:** In the first 30 days of the contract, contractor is required to perform an initial service for all periodical tasks (waxing, shampooing, etc.) covered by this contract (exterior work may be excluded), contractor and DMVA will set a schedule to complete all the required tasks.
2. **Trash and Refuse Removal:** All interior and exterior trash receptacles shall be emptied each service and returned to their initial locations. Boxes and any other items placed near a trash receptacle and marked "TRASH" shall be removed. All can liners are to be replaced. Trash shall be disposed of in secured plastic bags. Trash shall be kept in a secondary container while inside the building to prevent spills and stains. The contractor shall pick up any trash that may fall onto the facilities grounds during removal from the building. The DMVA shall be responsible for emptying/collection service of the dumpsters.

Trash shall not be left in custodial closets or other areas overnight. In the event a spill occurs, the contractor is responsible for removing stains and spots on all surfaces, these surfaces include but are not limited to carpet, tile, concrete and other hard surfaces.

3. **Vacuuming:** High traffic carpeted areas will be vacuumed thoroughly each service. Other areas will be spot vacuumed and cleaned with an electric stand-up vacuum with a beater brush (back pack or hose type vacuum can be used on stairs and furniture). All carpeted areas are to be thoroughly vacuumed once a week. This includes under desks, behind doors and in corners. Upon completion, all carpeted areas and furniture shall be neat, clean, free of debris, and have a uniform professional appearance.
4. **Carpet and Ceramic Tile Cleaning:**
 - Carpets. Carpets shall always have a uniform appearance. Spots, stains and signs of heavy traffic shall be removed as they occur. If stains wick through the carpet multiple cleanings would be required until the spots are removed. Deep clean steaming or shampooing will be performed on all carpets and cloth furniture a minimum of once every six months. All areas are to be cleaned including but are not limited to under desks, along baseboards, in corners and behind doors.
 - Ceramic Tile Floors. Tile (non-waxed) floors shall be machine scrubbed once every six months or when needed to maintain a clean and uniform appearance of the tiles and grout.
5. **Sweeping and Mopping:** All non-carpeted floors shall be swept and mopped each service with a properly mixed solution that will not be harmful to the floors finish. After the floor has been swept, the entire floor surface, including corners, shall be free of litter, dust, soil, foreign objects or debris. All accessible areas shall be mopped including chair mats. Trash receptacles, other items, etc. shall be moved to mop underneath, and floor mats shall not be placed on floor until it is dry. After mopping, the floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue, or any evidence of soil.
6. **Buffing:** All coated floors will be polished (unless floor type or manufacturer specifications direct otherwise) with a high-speed buffer (minimum 1500 RPM) to remove traffic marks and maintain luster of coatings once a week or more often if needed. Contractor may need to add more wax to floor in order to maintain luster.

- 7. Hard Floors:** All Hard floors (non-ceramic) will be maintained according to the type of flooring and/or manufacturer's specifications and frequency schedule in item 19 (unless manufacturer's specifications direct otherwise). For waxed floors contractor shall use a high-quality non-skid wax and maintain a minimum of 4 coats of wax. Wax and any other coatings shall only be applied to the floor surface. Any wax or other coatings on walls, thresholds or other surfaces must be removed
- 8. Restrooms:** Restrooms will be cleaned each service and the following tasks performed:
- a. Clean and disinfect all toilets, urinals, flush handles, faucets, exposed piping sinks, shelves, showers, counter tops. Walls and stall walls/partitions shall be cleaned using a germicidal/disinfectant and if needed polish applied.
 - b. Sweep and wet mop all floors with appropriate and properly diluted cleaner/disinfectant each service.
 - c. All dispensers including paper towels, toilet paper, toilet seat protectors, soap dispensers will be cleaned and restocked if needed each time service is performed.
 - d. Trash cans and sanitary napkin disposal units will be emptied, and liners replaced each time service is performed. Sanitary Napkin Disposal bags are not to be reused.
 - e. Mirrors, chrome/stainless steel fixtures and underneath portions of sinks shall be cleaned, and polish applied each time service is performed.
 - f. Urinals shall have a deodorizer and must be replaced when it no longer produces a fragrance, is damaged or unsightly.
 - g. Ensure clean rags or disposable towels are used to perform cleaning.
 - h. After cleaning, surfaces and fixtures shall be sanitary, free from streaks, stains, scale, and any other deposits.
- 9. Dusting:** Dust all surfaces up to six (6) feet in height: including but not limited to chairs, file cabinets, bookshelves, and other types of office equipment, all ledges and handrails once a week. All work-related items such as; paperwork etc. shall be left undisturbed.
- 10. Drinking Fountains:** Germicidal/disinfectant will be used to clean, and polish applied (except waterspout) to all drinking fountains each service. Hard water/calcium and other deposits are not acceptable.
- 11. General Area Cleaning:** Remove smudges, soils, fingerprints, marks, coffee spots, streaks, etc., each service from all washable horizontal and vertical surfaces including but not limited to: walls, countertops, tables, desks, sinks, doors, hardware, handrails, office chairs, thresholds and kick plates. All surfaces shall have a clean uniform appearance, be free of streaks, spots and soils. Germicidal detergent shall be used in all applicable areas. All work-related items such as paperwork etc., shall be left undisturbed. If the facility has exercise equipment all equipment shall be cleaned and disinfected each service. All stainless steel shall be cleaned using an appropriate product and polish applied. No polish shall be applied on door handles/panic bars.
- 12. Lobbies and Entryways:** Clean all lobby/entry windows inside and out each service. No streaks or unwashed places will be visible. The exterior of entryways and mats shall be cleaned and kept free of debris, including stain removal from concrete or other hard surface.
- 13. Windows:** The interior and exterior sides of the windows shall be cleaned in accordance with the frequency schedule (item 18). Exterior windows to be cleaned in spring, with lobby/entry windows cleaned daily. The date for window cleaning is to be scheduled with Project manager, weather and conditions permitting.

Wash windows and glass deflectors leaving no streaks or unwashed places. Wipe water spots from sills and frames. Use drop cloth as required protecting adjacent surfaces, fixtures, and furniture. This service will be prearranged with the agency contact so employees can clear items from window ledges.

14. Wastebasket Washing: Wastebaskets shall have a clean appearance free of stains, soils and odors and are to be cleaned with an appropriate cleaner as needed.

15. Floor Mats: Floor/walk off mats shall be free of dirt and stains and will be vacuumed each service and shampooed every six (6) months and when needed to remove spots, stains and excess dirt/soil from heavy traffic.

16. Changes in Use of Work Area: In the event it is necessary to change the use of work area, which results in increased costs, the contractor may request a contract price adjustment for impacted services. Such requests shall be in writing, with before and after cost comparisons, and justify fully why the price adjustment is requested.

17. Special Specifications:

- a) The contractor shall meet with a representative or Unit Commander of the Department of Military & Veterans Affairs (DMVA), upon request. The purpose of this meeting will be to review the Contractor's performance and/or monitor the frequency of services performed.
- b) If for some reason the facilities are being used on a 24-hour basis, the contractor shall only be responsible for the requirements under this contract.
- c) The Contractor shall report all facility maintenance problems including but not limited to roof leaks, electrical/lighting issues to the Department of Military & Veterans Affairs (DMVA) and the facility representative as soon as possible. Contractor shall also report any conditions which will prevent compliance with the contract.
- d) Holidays: No service will be rendered on federal, and state observed holidays. If a holiday falls on a service day, services shall be performed the next Department of Military & Veteran Affairs (DMVA) working day. Department of Military and Veteran Affairs (DMVA) observes the following holidays:
 - I. Veteran's Day (11/11/2022)
 - II. Thanksgiving Day (11/24/2022)
 - III. Christmas Day (12/25/2022)
 - IV. New Year's Day (01/01/2023)
 - V. Martin Luther King Jr. Day (01/16/2023)
 - VI. President's Day (02/20/2023)
 - VII. Seward's Day (03/27/2023)
 - VIII. Memorial Day (05/09/2023)
 - IX. Independence Day (07/04/2023)
 - X. Labor Day (09/04/2023)
 - XI. Alaska Day (10/18/2023)

18. Frequency Scheduled for Required Tasks:

TASK	EACH SERVICE	WEEKLY	AS NEEDED	2X PER YEAR
Empty Trash	X			
Vacuuming	X			
Sweeping & Mopping	X			
Carpet Cleaning (All)			X (High Traffic Areas)	X
Spot Cleaning Carpets			X	
Entry Mats Cleaning			X	
Main Floors Mopping	X			
Main Floors Buffing		X		
Main Hard Floors & Drill Hall Strip/Wax				X
Main Hard Floors & Drill Hall Scrub/Wax			X	
Rest/Shower Rooms	X			
Rest/Shower Rooms Floor Scrubbing			X	
Dusting		X		
Drinking Fountains	X			
Lobby/Entry Windows Interior/Exterior	X			
Exterior Windows				X
Interior Windows			X	
Wash Wastebaskets			X	

SEC. 2.09 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. 2.10 CONTRACT PRICE ADJUSTMENTS

A contract resulting from this ITB will include the following price adjustment clause:

Consumer Price Index (CPI): Contract prices will remain two years firm through the year(s) 2022 – 2024.

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December 2022); and each (January through June OR July through December 2022 six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

SEC. 2.11 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. 2.12 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. 2.13 INSURANCE

Without limiting the contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and always maintain in force 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

The state will make payment upon receipt of services and original invoice. Invoices must be in sequential number and efforts made to avoid duplication. All invoices produced will be based on the Bid Schedule and itemized by type of occurrence and date of occurrence and must be submitted electronically to mvafocontracts@alaska.gov no later than the 15th of the following month of service. Failure to submit timely invoices may result in 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 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a **5%** discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

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>

- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

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

SEC. 4.04 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 4.05 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 4.06 ALASKANS WITH DISABILITIES PREFERENCE

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

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

SEC. 4.07 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational

Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the state to disallow the preference.

SEC. 4.08 EXTENSION OF PRICES

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

SEC. 4.09 METHOD OF AWARD

Award will be made as one lot to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

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 ORDER DOCUMENTS

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

SEC. 5.07 HUMAN TRAFFICKING

By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

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

SEC. 5.08 RIGHT OF REJECTION

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

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive 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 ITB;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

SEC. 5.09 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.10 DISCLOSURE OF BID CONTENTS

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

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. 5.11 ASSIGNMENTS

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

SEC. 5.12 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

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

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

SEC. 5.13 DEFAULT

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

SEC. 5.14 DISPUTES

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

SEC. 5.15 SEVERABILITY

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

SEC. 5.16 CONTRACT CANCELLATION

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

SEC. 5.17 GOVERNING LAW; FORUM SELECTION

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

SEC. 5.18 SOLICITATION ADVERTISING

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

SEC. 5.19 QUALIFIED BIDDERS

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

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

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

SEC. 5.20 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the 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. 5.21 PROTEST

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

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

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

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

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

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

- the name, address, and telephone number of the protester.
- the signature of the protester or the protester's representative.

- identification of the contracting agency and the solicitation or contract at issue.
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Supplemental Requirements for DMVA/FMO Federally Funded Contacts 2013
- 2) Alaska Bidder Preference Certification Form
- 3) Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- 4) Kenai Readiness Center Floor Plan
- 5) Bid Schedule
- 6) Bidder Checklist
- 7) Antiterrorism Training

ATTACHMENT 1

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 Management.

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.** Based on 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.** Based on race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.
- C.** Based on 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.** Based on 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.** Based on 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 that 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 workplace.

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 all parties, under this contract, agree that 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, under this contract, agree that 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, under this contract, agree that 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 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 that 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 that 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 all parties involved with this contract covenants and agrees that 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 all parties involved with this contract covenants and agrees that 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 all parties involved with this contract agree to comply with the Central Contractor Registration and Universal Identifier Requirements as indicated below:

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.

A. 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.

B. 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 DUN'S 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 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/excomp.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 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.

END of Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013

ATTACHMENT 2



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.	
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 of Attachment 2--

ATTACHMENT 3

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

Continued to next page

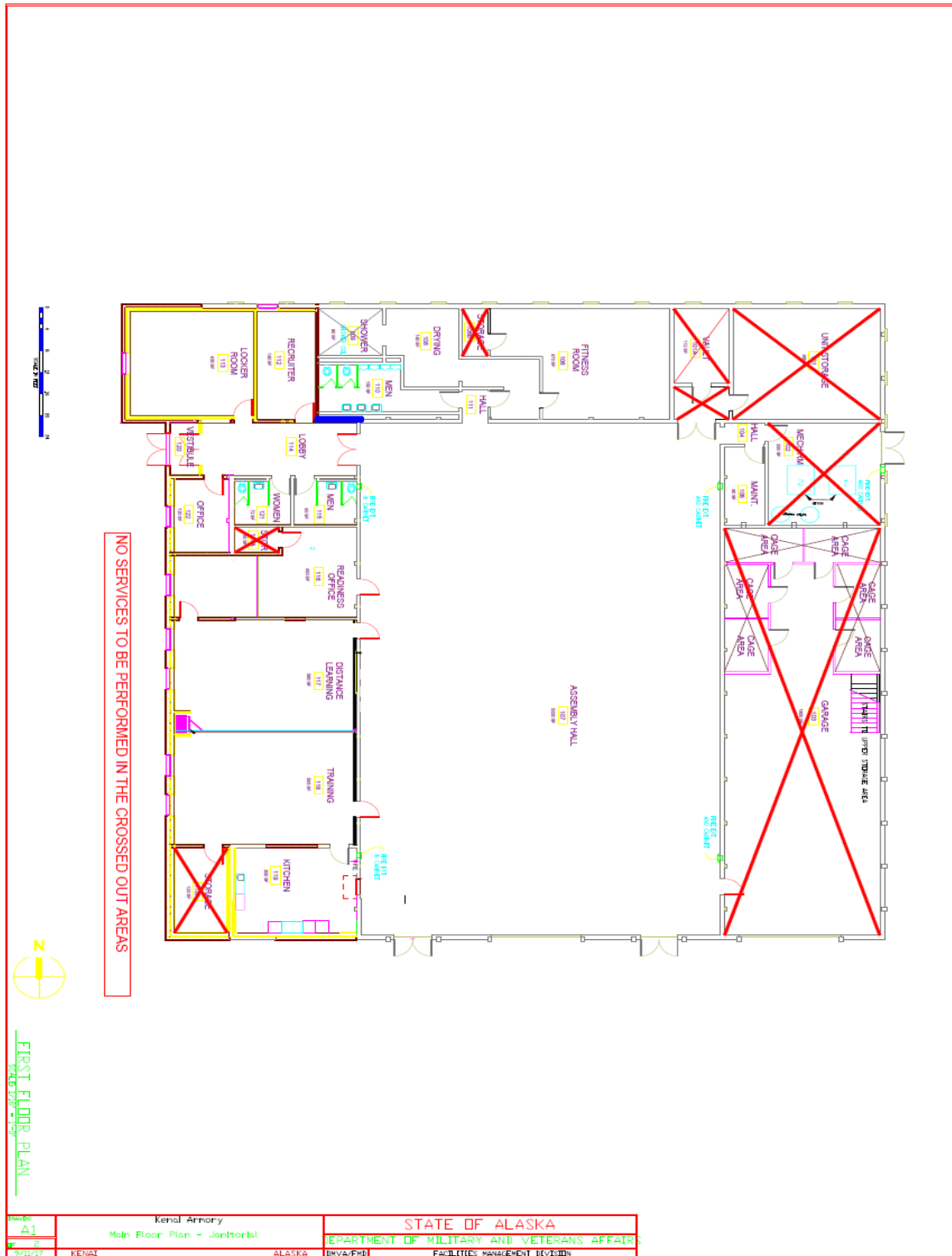
Instructions for Certification

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. 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, it shall not knowingly enter 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 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 of Attachment 3--

ATTACHMENT 4

Kenai Readiness Center Floor Plans



--End of Attachment 4--

ATTACHMENT 5

BID SCHEDULE

Award will be made to the lowest responsive and responsible bidder base on Total Cost.

ITEM NUMBER	DESCRIPTION Daily, Weekly & Monthly Service as defined in Scope of Service	QUANTITY	EXTENDED PRICE
1	2 Times Per Week	1 week	\$ (Per week)
2	Additional Day (Daily Tasks)	1 Day	\$
3	Carpet Cleaning	1	\$
4	Strip & Wax Floors	1	\$
5	Strip & Wax Drill Hall Floor	1	\$
6	Wash Exterior Windows	1	\$
Total Cost Item 1 through 6: \$			

--End of Attachment 5--

ATTACHMENT 6

Bidder 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.

_____ **Conflict of Interest Statement** (Sec. 1.07 of ITB)

_____ **Mandatory Return Amendments**

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

ATTACHMENT 7

MANDATORY ANTI-TERRORISM TRAINING

In accordance with Department of Defense (DOD) Instruction 2000.16, all contract personnel working on site in the performance of a contract at a military site must obtain an Annual Antiterrorism Training Certificate before receiving a contract in the performance of the work.

Each individual working on site is required to complete Level I AT Awareness Training which is free and available online at <https://jko.jten.mil/courses/AT-level1/launch.html>. This is a two-hour course with a multiple-choice exam. Successful completion of the exam results in a written certificate that is that is good for one year from date of completion and may be used on any Department of Military and Veteran's Affairs contract.

The contractor shall be responsible for providing the project manager with a copy of each individual's Certificates of Training Completion, which will be maintained the contract file.

Contractors are encouraged to obtain the Level I Antiterrorism Awareness Training annually and to maintain certificates of each individual to expedite the contract award process.

Certificate(s) of Antiterrorism Training are not required when submitting a proposal. Contractor tendering a proposal must acknowledge below that if awarded a contract, each individual working on site will have a Certificate of Completion submitted to the project manager.

Company Name: _____ Date: _____

Printed Name: _____ Signature: _____

--End of Attachment 7--

--End of ITB--