

STATE OF ALASKA INVITATION TO BID (ITB)



JANITORIAL SERVICES FOR ALASKA ARMY NATIONAL GUARD READINESS CENTER AND FMS

ITB 230000013

NOVEMBER 22, 2022

THE STATE OF ALASKA, DEPARTMENT OF MILITARY AND VETERANS AFFAIRS, ALASKA ARMY NATIONAL GUARD FACILITIES
MANAGEMENT OFFICE IS SEEKING BIDS FOR JANITORIAL SERVICES AT THE ALASKA ARMY NATIONAL GUARD READINESS CENTER
AND FMS (SHOP) LOCATED IN FAIRBANKS, ALASKA.

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

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

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

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

Bobbi Brauneis Procurement Officer	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
Phone: (907) 428-7224	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
Email: MvaDasProcurement@alaska.gov	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
_____ ALASKA BUSINESS LICENSE NUMBER	_____ DATE	_____ TELEPHONE NUMBER
_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS	

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Military and Veterans Affairs (DMVA), Alaska Army National Guard Facilities Management Office (FMO), is soliciting bids for janitorial service at the Alaska Army National Guard Readiness Center and FMS (Shop) as specified in this ITB.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00pm Alaska Time on December 13, 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 may be emailed to MvaDasProcurement@alaska.gov.

SEC. 1.06 SITE INSPECTION

Potential bidders are encouraged to visit the work site during the ONE scheduled site visit on December 6, 2022 at 9:00am Alaska time so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. The site may be inspected by contacting 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 1.04.

SEC. 1.07 SUBMITTING BIDS

Bidders must 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 and mailed to:

Department of Military and Veterans Affairs
Division of Administrative Services
Attention: Bobbi Brauneis
Invitation to Bid (ITB) Number: 230000013
ITB Title: Janitorial Service for AK ARNG Readiness Center and FMS
PO 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

A pre-bid conference will be held at future time and date to yet be determined. An amendment to this RFP will be issued once a date and time has been established. The purpose of the conference is to discuss the work to be performed with prospective bidders and allow them to ask questions concerning the ITB. Bidders should read the ITB in full and come to the meeting prepared to discuss any questions or concerns.

Bidders with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-bid conference so that reasonable accommodation can be made.

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	-	11/22/2022
Site Visit	9:00am	12/6/2022
Pre-Bid Conference	TBD	TBD
Deadline for Receipt of Bids / Bid Due Date	2:00pm	12/13/2022
Bid Evaluations Complete	-	12/14/2022
Notice of Intent to Award	-	12/14/2022
Contract Issued	-	12/28/2022

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

SEC. 1.15 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 installation site must obtain an Annual Antiterrorism Training Certificate before receiving a contract in the performance of work. (See Attachment 1)

SEC. 1.19 DMVA FMO FEDERALLY FUNDED CONTRACT SUPPLEMENTAL REQUIREMENT

Bidders must read and sign the Department of Military and Veterans Affairs, Facility Management Office Federally Funded Contracts Supplemental Requirements (Attachment 2). By signing the bidder agrees to comply with the requirement stated within the 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, stating they have not been debarred or suspended from doing business with the federal government. The Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction form must be completed by the bidder and returned with their bid (Attachment 3). A bid from a debarred or suspend 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 approximately January 1, 2023 through December 31, 2025, with the option to renew for three (3) additional one (1) year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

SEC. 2.02 CONTRACT ADMINISTRATION

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

SEC. 2.03 CONTRACT FUNDING

Department of Military and Veterans Affairs, Alaska Army National Guard Facilities Management Office, estimates a budget \$28,840 annually, totaling \$144,200 for this contract. Bids priced at more than \$144,200.00 will be considered non-responsive.

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

SEC. 2.04 CONTRACT EXTENSION

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

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.06 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed and managed at the Alaska Army National Guard Readiness Center and FMS located at 202 Wien Ave, Fairbanks, Alaska.

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. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

Selected contractor is to provide janitorial services at the Alaska Army National Guard Readiness Center and FMS (Shop) in Fairbanks, Alaska for the State of Alaska, Department of Military and Veterans Affairs (DMVA), Army National Guard Facilities Management Office (FMO) as specified in this ITB.

PERFORMANCE REQUIREMENTS.

1. Work Schedule. Janitorial work is two (2) times per week. The daily services are to be completed during the business hours on Tuesdays and Thursdays. The contractor will coordinate a schedule of frequency and time of service with the agency contact for other services, such as stripping waxing and carpet cleaning. In the event it is necessary to change the schedule, the contractor will have seven days to have the new schedule in effect. All services will be scheduled by the contractor and approved by the agency contact. If a scheduled service day falls on a holiday no services will be provided (reference item 18 within Scope of Services below).

2. Manager, Employees, and Supervision.

The contractor shall assign a full-time manager who will be available on a daily basis for communication and coordination of custodial functions and quality control with the Department of Military and Veterans Affairs. The manager shall have full authority to act for the contractor in all matters relative to the performance in the contract.

The contractor will be responsible for the conduct and performance of all contract employees while on the premises. Any employee whose conduct is objectionable or who does not meet the qualifications set forth in the contract may be immediately removed or barred from the premises. Additionally, the Project Manager is responsible for enforcing the following guidelines:

- Contract employees appearing to be under the influence of alcohol or drugs shall not be permitted on premises.

- Contract employees shall not use or tamper with office machines, computers, equipment or personal property at any time.
- Contract employees shall not use the Department of Military and Veterans Affairs telephone, copiers or fax machines for personal use at any time.
- Contract employees on work premises will require supervision on a 2-1 ratio (2 employees to 1 supervisor).

No business solicitations from contractor or the contract employees to solicit private business from building occupants shall be allowed during the performance of this 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 will be directly responsible for instructing employees in utility conservation practices and will be responsible for operating under conditions that preclude waste of utilities, which shall include but not necessarily limited to the following:

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

3. Presence of Minors.

Minors, including family members of the contractor and employees, shall not be on the premises during contract work hours and are prohibited from performing any work under this contract.

4. Communication.

At least one person who can speak, read and write English fluently shall be present at all times during scheduled services.

5. Background Checks.

For security reasons, the Department of Military and Veterans Affairs (DMVA) may require identification, fingerprints, or conduct investigations of the successful bidder's employees performing work on a contract resulting from this solicitation. At a minimum, Social Security Numbers will be required for all contract employees. By their signature on this bid submitted in response to this ITB the bidder agrees to provide any requested information, to include Social Security Numbers, on any contractor employee, and to cooperate fully with the DMVA in any background check investigation.

6. Safety and Safety Data Sheets (SDS).

In accordance with Alaska Statute 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 awarded 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 and all city and/or State of Alaska regulations that affect custodial and housekeeping operations. The contractor will ensure that 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 cause 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 their designated representative, and to be returned upon completion of the contract. No duplicates are to be made; in the event of lost keys, contact the Facility Commander or their designated representative for replacements. Lost keys are grounds 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 payment for services rendered.

9. Inspection of Work.

The contractor or contractor's designee shall upon notification by the contracting agency be present at the contract site to conduct an inspection with the agency's representative. Inspections with the agency's representative may take place anytime and at the sole discretion of the contracting agency.

Required corrections resulting from deficient work shall be accomplished within four (4) hours after the inspection or, at the sole discretion of the contracting agency, an acceptable, alternate time. If the contractor fails to appear for an inspection for a deficiency is not corrected within the stated period of time, the contracting agency may hire another janitorial firm to correct the deficiency and invoice the contractor for the cost. The contractor's failure to pay the State may interfere with the full payment for services rendered during the next invoicing cycle. Any carryover of non-corrected deficiencies will be considered Breach of Contract.

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 may hire another janitorial firm to correct the deficiency and deduct the cost from the next payment period 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 a Deficient Work Notification to the procurement office. The procurement office will issue a Cure Letter. This letter will list the consequences for failing to correct the deficiency(s) and set a deadline after which the contractor may be found in default if corrective action is not taken.

If the contractor is issued more than three (3) Cure Letters during the initial contract year, or a total of seven (7) Cure Letters for the life of the contract, it may be grounds for the procurement office to find the contractor in default and cancel the contract.

11. Building Security.

As instructed by the agency contact or facilities representative, the contractor shall turn off all designated lighting and lock outside doors and windows each workday. Contractor shall be briefed by the contracting agency or a representative on the security protocols for the facility(s) that are serviced under this contract. A vendor's failure to follow security protocols will be grounds to find the contractor in default and the immediate cancellation of the 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 service in these areas must be performed between specific hours as scheduled by the user agency occupants. Other spaces may require the doors be immediately locked after completion of 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 to last a minimum of two (2) weeks.

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, towels, cloths, sponges, brushes, germicidal and fungicidal chemicals, vacuum cleaner, floor scrubber, high speed buffer, carpet extraction machine, ladder, and squeegees. The closed container for waste sanitary napkins shall be provided by the contractor. The Contractor shall also furnish, repair, and/or replace toilet-seat cover dispensers, tissue dispensers, paper towel dispensers, and soap dispensers in all restrooms.

This is not an all-inclusive list of supplies and equipment required and by no means should be considered as the minimum of items required. All ladders or other devices used to reach the surface of objects not otherwise accessible for 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.

- Toilet paper - Bay West Double Soft Premium 2 Ply or better
- 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.

When possible, satisfactory storage room(s) will be made available to the contractor for storage of equipment, materials, and supplies used in the performance of the contract. The Contractor must keep this area, neat orderly, and odor free at all times.

SCOPE OF SERVICES.

1. Facilities.

The selected Contractor shall furnish all necessary labor, supervision, equipment and supplies required to perform the custodial services.

2.Trash and Refuse Removal.

All interior and exterior trash receptacles shall be emptied **each service** and returned to their initial locations. Boxes and papers 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 Department of Military and Veterans Affairs shall be responsible for emptying or collection service of the dumpsters.

The Contractor is responsible for removing trash and debris from buildings. 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 surfaces where trash is placed before transportation to refuse dumpsters. These surfaces include carpet, tile, and concrete surfaces.

3. Vacuuming.

Will be performed during **each service** with an electric stand up vacuum with a beater brush. All carpeted areas are to be thoroughly cleaned. This includes under desks, behind doors and in corners. Upon completion all carpeted areas shall be neat, clean, free of debris, and have a professional appearance.

4. Carpet and Ceramic Tile Cleaning:

Carpets. Spots and stains shall be removed as they occur; deep clean steaming or shampooing will be performed on all carpets **once every six months**. This includes areas under desks, along baseboards, in corners and behind doors. All spots shall be treated and removed as they occur, if stains wick through the carpet return visits would be required until the spots are removed.

Ceramic Tile Floors. Tile 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 proper mixed solution that will not be harmful to a wax finish. After the floor has been swept, the entire floor surface, including corners, shall be free of litter, dust, foreign objects or debris. All accessible areas shall be mopped. Trash receptacles, other items, etc. shall be moved to mop underneath, 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 tile floors will be polished with a high-speed buffer to remove traffic marks and restore luster of wax **once a week** (Contractor may need to add more wax to the floor in order to maintain luster).

7. Strip and Wax.

All tile floors (non-ceramic) will be stripped, sealed if required, and a minimum of four (4) coats of wax applied on approximately the following schedule:

- Main floors: March and October (Once every 6 months)
- Drill Hall Floor: May and September (Once every 6 months)
- Hangar: March and October (Once every 6 months)

8. Restrooms.

Restrooms will be cleaned **each service** performing the following tasks:

- Using a germicidal/disinfectant, clean and disinfect all toilets, urinals, sinks, shelves, shower areas, countertops, and stall walls/partitions.
- Wet mop all floors in restrooms with appropriate and properly diluted cleaner.
- Clean and restock all restroom dispensers, including paper towels, toilet paper, toilet seat protectors, and soap dispensers.
- Trash cans and sanitary napkin disposal units will be emptied and liner replaced. Sanitary napkin disposal bags are not to be reused.
- Mirrors, chrome/stainless steel restroom fixtures and underneath portions of sinks shall be cleaned.
- Urinals shall have a deodorizer and must be replaced when it no longer produces a fragrance.

After cleaning, surfaces shall be free from streaks, stains, scale, deposits and rust stains.

9. Dusting.

Once a week, dust all horizontal surfaces up to six (6) feet in height: chairs, file cabinets, bookshelves, and other types of equipment, as well as window ledges, handrails, and ledges. All work-related items such as paperwork, etc. shall be left undisturbed.

10. Drinking Fountains.

Antibacterial detergent will be used to clean and polish applied 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 breakroom sinks. All surfaces shall have a clean uniform appearance, be free of streaks, spots and other evidence of spots or soil removal. Germicidal detergent shall be used in restrooms and break areas. All work-related items such as paperwork, etc. shall be left undisturbed.

12. Lobby Windows.

Wash all lobby and arctic entry windows inside and out each service. No streaks or unwashed places will be visible.

13. Windows.

The interior and exterior sides of the windows shall be cleaned in accordance with the frequency schedule (item 19). Exterior windows are to be cleaned in spring on a date to be scheduled with the Project Manager, weather and conditions permitting. Lobby/Entry windows are to be cleaned daily. 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 and soils, and are to be cleaned with disinfectant as needed.

15. Floor Mats.

Floor mats shall be free of dirt and stains, vacuumed each service, and shampooed every six (6) months and when needed to remove spots and stains.

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.

The Contractor shall meet with a representative or unit commander of the Department of Military and Veterans Affairs, upon request. The purpose of this meeting will be to review the Contractor's performance and monitor the frequency of services performed. 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. The Contractor shall report all facility maintenance problems to the Department of Military and Veterans Affairs representative (e.g., roof leaks, electrical). Contractor shall also report any conditions, which will not allow him to meet a cleaning standard.

18. Holidays.

No service will be provided and not billed for on the following holidays: Columbus Day, Veteran's Day, Thanksgiving, Christmas, New Years, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, 4th of July, and Labor Day.

19. Frequency Schedule of Required Tasks.

Task	Each Service	Weekly	Yearly	As Needed	Three Times Per Year	Two Times Per Year
Empty Trash	X					
Vacuuming	X					
Sweeping	X					
Carpet Cleaning						X
Mopping	X					
Buffing		X				
Strip/scrub and Wax				X		X
Restrooms	X					
Dusting		X				
Drinking Fountains	X					
Spot Cleaning Carpets	X			X		
Lobby Windows	X					
Exterior Windows			X			
Interior Windows		X				
Floor Mats	X					
Wash Wastebaskets				X		
Drill Hall Buffing					X	
Drill Hall Strip / wax						X

20. Workmanship and Materials.

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

SEC. 2.11 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 2.12 CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

SEC. 2.13 CONTRACT PRICE ADJUSTMENTS

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

Consumer Price Index (CPI): Contract prices will remain firm for the first two (2) years of the executed contract.

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 2023); and each (January through June OR July through December 2023 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. 2.14 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. 2.15 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. 2.16 INSURANCE

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

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

Proof of insurance is required for the following:

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

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

The State will make payment upon receipt of services and original invoice. Invoices must be in sequential number and efforts made of avoid duplication. All invoices will be based on the Bid Schedule and itemized by type of occurrence, date of occurrence and 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.

SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all

members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

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

Alaska Bidder Preference Certification Form

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

SEC. 4.04 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 4.05 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 4.06 ALASKANS WITH DISABILITIES PREFERENCE

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

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

SEC. 4.07 PREFERENCE QUALIFICATION LETTER

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

SEC. 4.08 EXTENSION OF PRICES

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

SEC. 4.09 METHOD OF AWARD

Award will be made 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 counter-offer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the 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) Mandatory Anti-Terrorism Training
- 2) Supplemental Requirements for DMVA\FMO Federal Funded Contract | 2013
- 3) Federal Debarment Certification Form
- 4) Bid Schedule
- 5) Map/Blueprints
- 6) Alaska Bidder Preference Certification
- 7) Bidder Checklist

ATTACHMENT 1

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 1--

ATTACHMENT 2

Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013

Section 801. Applicable Law.

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

Section 802. Governing Regulations.

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

Section 803. Nondiscrimination.

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

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

Section 804. Lobbying.

- A. The State covenants and agrees 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 work Place.

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

Section 806. Environmental Protection.

- A. The contractor and 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:

A. Requirement for Central Contractor Registration (CCR)

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

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

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

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

C. Definitions

For purposes of this award term:

- i. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the www.sam.gov Internet site.
- ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- iv. Sub-award:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A sub-award may be provided through any legal agreement, including an agreement that you consider a contract.
- v. Sub-recipient means an entity that:
 - a. Receives a sub-award from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the sub-award.

Section 814. Reporting Sub-awards and Executive Compensation

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

A. Reporting of first-tier sub-awards

- i. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).
- ii. Where and when to report.

- a. You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrs.gov>.
- b. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2012, the obligation must be reported by no later than December 31, 2012).
- iii. What to report. You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives.

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

C. Reporting of Total Compensation of Sub-recipient Executives

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

- a. To the recipient.
- b. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

D. Exemptions

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

E. Definitions. For purposes of this award term:

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

Contractor Acknowledgement and Acceptance:

Contractor Business/Entity Name

Signature – Authorized Representative

Date

--End of Attachment 2--

ATTACHMENT 3

Federal Debarment Certification Form

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

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).

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

(1) The prospective recipient of Federal assistance funds certifies 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.

Name and Title of Authorized Representative

Signature/Date

Federal Debarment Certification Form Instructions

Instructions for Certification

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

--End of Attachment 3--

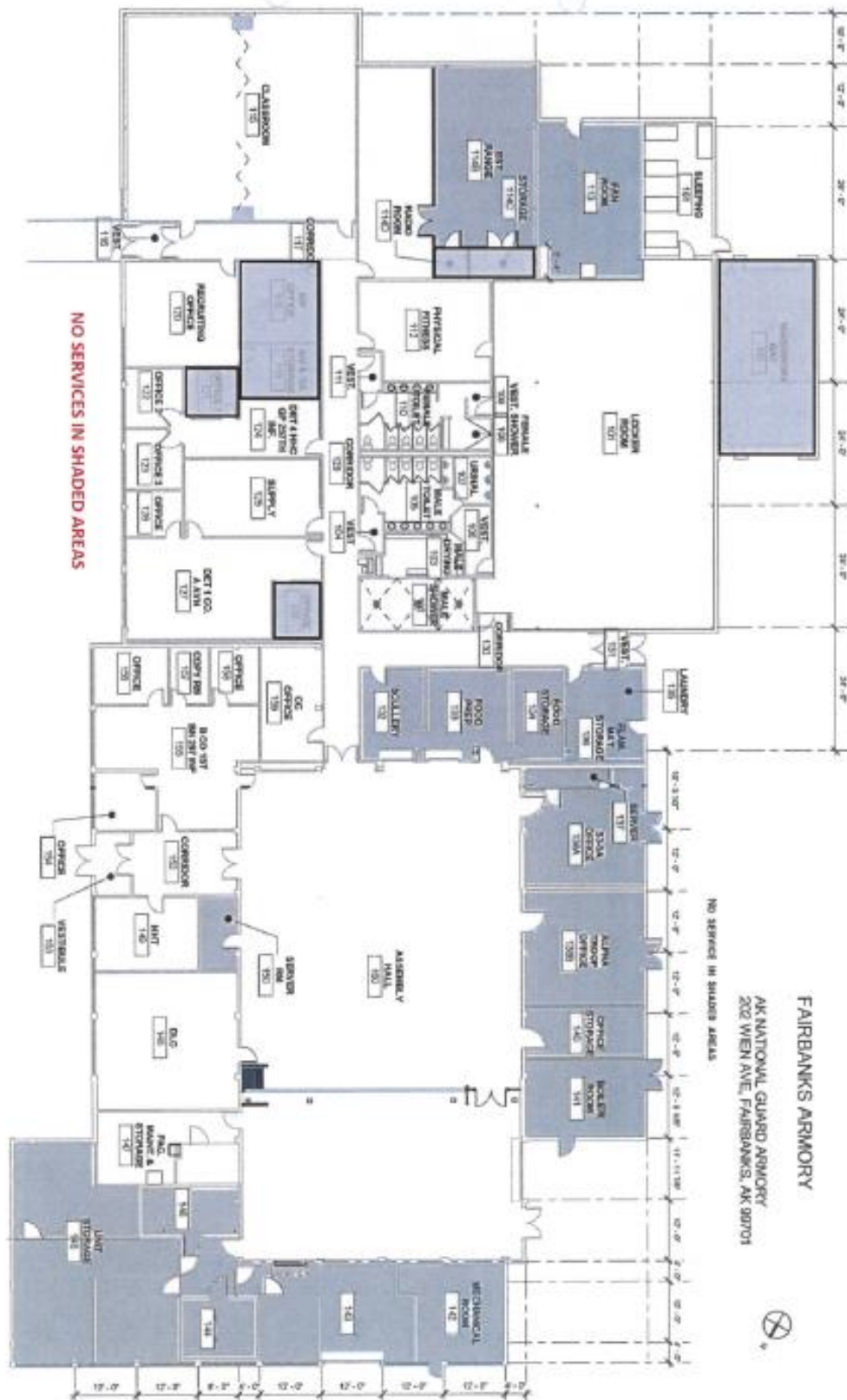
ATTACHMENT 4

BID SCHEDULE Fairbanks AKNG Readiness Center and FMS Janitorial Service ITB 230000013			
<p>Award will be made to the lowest responsive and responsible bidder based on the total below for all estimated services. By signing below, I agree to furnish all necessary labor, materials, and equipment. Work shall be accomplished in a workmanlike manner to the satisfaction of the Contract Administrator. You are required to bid on both lots in order to be considered responsive.</p>			
ITEM NO.	DESCRIPTION	QTY.	Unit Price (Event)
Lot 1	Fairbanks Readiness Center Janitorial		
a.	2 times per week	Per Week	\$ _____ Per Week
b.	Additional day	Per Day	\$ _____ Per Day
c.	Carpet Cleaning	Per Event	\$ _____ Per Event
d.	Strip and Wax Floors	Per Event	\$ _____ Per Event
e.	Wash Exterior Windows	Per Event	\$ _____ Per Event
Lot 2	Fairbanks FMS (Shop) Janitorial		
a.	2 times per week	Per Week	\$ _____ Per Week
b.	Additional day	Per Day	\$ _____ Per Day
c.	Carpet Cleaning	Per Event	\$ _____ Per Event
d.	Strip and Wax Floors	Per Event	\$ _____ Per Event
e.	Wash Exterior Windows	Per Event	\$ _____ Per Event
Total of Extended Price for Lot 1 & Lot 2:		\$ _____	
Business Name: _____ Address: _____ Phone: _____ Email: _____		Authorized Representative Name: _____ Title: _____ Signature: _____ Date: _____	

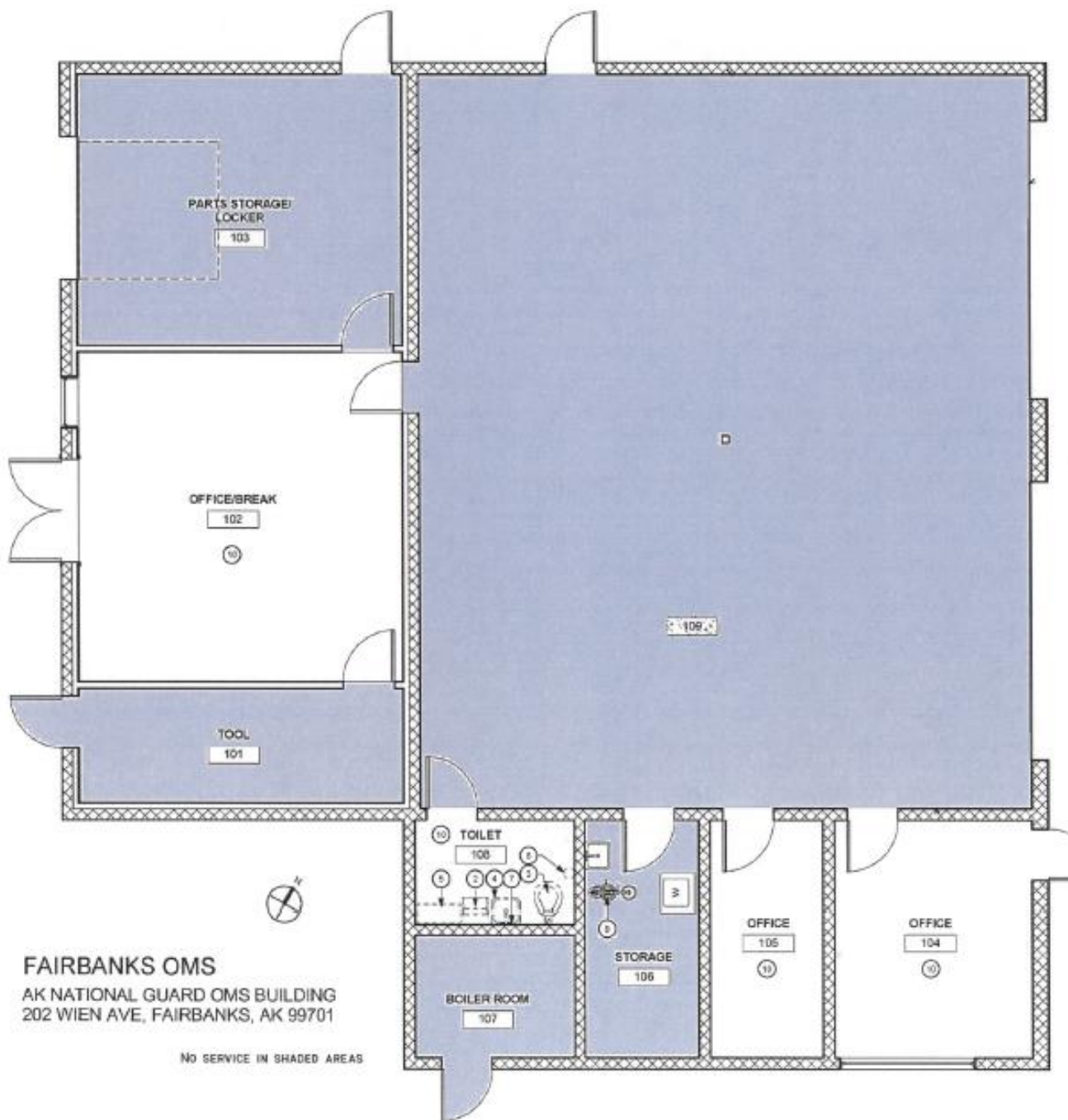
--End of Amendment 4--

ATTACHMENT 5

FAIRBANKS ARMORY



FAIRBANKS OMS



--End of Attachment 5--

ATTACHMENT 6

ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: _____

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

ATTACHMENT 7

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.

--End of Attachment 7--

--End of ITB--