

# REQUEST FOR QUOTATION

# RFQ 230000019 Juneau Hangar Janitorial Services

Quotations are due by 2:00 p.m. Alaska time on April 25, 2023

#### **PURCHASING OFFICE**

DMVA/DAS Procurement Office PO Box 5309 49000 Army Guard Rd Suite B105B JBER, AK 99505

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Date: March 23, 2023

#### **VENDOR NOTICE (This is NOT a Purchase Order)**

This is an informal quotation that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and the RFQ number on the outside of the return envelope.

HANGAR LOCATION:	BUYER: Bobbi Brauneis
8425 Livingston Way	49000 Army Guard Road, Suite 105B
Juneau, Alaska 99801	JBER, Alaska 99505
Janeaa, , kaska 33001	Phone 907-428-7220
	MvaDasProcurement@alaska.gov
	Description

# Juneau Hangar Janitorial Services

**Requirement**: The State of Alaska, Department of Military and Veterans Affairs, Alaska Army National Guard Facilities Management Office is seeking competitive quotes from qualified vendors to provide janitorial services as specified within this RFQ.

**Period of Performance:** The period of performance for this class will be from date of award for approximately one year with two 1-year renewal options to be exercised at the sole discretion of the state.

Solicitation Closing Date & Time: Quotes are due no later than 2:00 p.m. Alaska time on April 25, 2023. Late quotes will not be accepted.

Mandatory Site Visit: There will be a one-time MANDATORY site visit scheduled for 11:00 a.m. on April 17, 2023 at the above Hangar Location. Mr. Gavin Fairbanks will be the point of contact and conduct the site visit. Interest offerors are required to register with Mr. Fairbanks no later than 3:00 p.m. on April 12, 2023 at 907-428-7187 or via email at mvafmocontracts@alaska.gov to gain access to the hangar.

THIS SECTION MUST BE COMPLETED BY VENDOR					
Payment Terms: <u>NET-30</u>					
Company Name	Address	City	State	ZIP Code	Phone Number
Alaska Business License No:	IRIS Vendor Number:				
Email Address:					
Signature	Date		Typed N	lame and Title	

#### **TERMS AND CONDITIONS**

- 1. REQUEST FOR QUOTATION (RFQ) REVIEW: Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ.
- **2. QUOTATION FORMS:** Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.
- **3. SUBMISSION:** Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.
- **4. QUOTE REJECTION:** The State reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.
- **5. EXTENSION OF PRICES:** In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.
- **6. ALASKA PROCUREMENT CODE:** The Procurement Code (AS.36.30) and its Regulations (2 AAC Ch. 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC Ch. 12 are available at most public libraries and legislative information offices; and both are available for review at Alaska State Purchasing Offices.
- **7. PRICES:** The offeror shall state prices in the units of issue on this RFQ. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:
  - Coal Internal Revenue Code of 1986 (IRC), Section 4121 on the purchase of coal;
  - "Gas Guzzler" IRC, Section 4064 on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
  - Air Cargo IRC, Section 4271 on the purchase of property transportation services by air;
  - Air Passenger IRC, Section 4261 on the purchase of passenger transportation services by air carriers;
  - Leaking Underground Storage Tank Trust Fund Tax (LUST) IRC, Section 4081 on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.
- **8.** 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 which establishes a lower interest rate or precludes the charging of interest.
- **9. PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you quote. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.

- **10.VENDOR TAX ID NUMBER:** If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.
- **11.INDEMNIFICATION:** The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.
- **12.SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- **13.TITLE:** Title passes to the State for each item at FOB destination.
- **14.FILING A PROTEST:** An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.
- **15.COMPLIANCE:** In the performance of a contract that results from this RFQ, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
- **16.SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model, or crop and of recent manufacture.
- **17.SPECIFICATIONS:** Unless otherwise specified in the RFQ, product brand names or model numbers 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.
- **18.FIRM OFFER:** For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of ninety (90) days from the date of quote opening.
- **19.QUOTE PREPARATION COSTS:** The State is not liable for any costs incurred by the offeror in quote preparation.
- **20.CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low quote of \$50 or less may, at the discretion of the State, be awarded to the next low offeror receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST" above.

- **21.CONTRACT FUNDING:** Offerors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- **22.CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- **23.ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the procurement officer of the contracting agency. Quotes that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- **24.SUBCONTRACTOR(S):** Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.
- 25.FORCE MAJEURE (Impossibility to perform): The parties to a contract resulting from this RFQ 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 Agreement, 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.
- **26.LATE QUOTES:** Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.
- **27.CONTRACT EXTENSION:** Unless otherwise provided in this RFQ, the State and the successful offeror/contractor agree: (1) that any holding over 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) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- **28.DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure 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.
- **29.DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this RFQ that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 632.
- **30.GOVERNING LAW; FORUM SELECTION:** A contract resulting from this RFQ is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 29 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.
- **31.CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third-party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e).

Even exempted electrical products must be marked with the warning label. By signature on this quote the offeror certifies that the product offered is in compliance with the law. A list of approved third-party certifiers, warning labels and additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

- **32.CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this RFQ, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.
- **33.ORDER DOCUMENTS:** Except as specifically allowed under this RFQ, 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 RFQ. 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 RFQ.
- **34.BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
- **35.OFFERORS WITH DISABILITIES:** The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFQ as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.
- **36.COMPLIANCE WITH ADA:** By signature of their quote the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.
- **37.ALASKA BIDDER PREFERENCE:** The award of a contract based on a Request for Quotation (RFQ) will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. An "Alaska bidder" is a person who: (1) holds a current Alaska business license; (2) submits a bid for goods, services, or construction under the name as appearing on the person'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 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. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)
- **38.ALASKA VETERAN PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. 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 governments, or the general public. AS 36.30.321(i)
- **39.USE OF LOCAL FOREST PRODUCTS:** In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

**40.LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE:** When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

**41.ALASKA PRODUCT PREFERENCE:** A bidder that designates the use of an Alaska Product which meets the requirements of the RFQ specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Commerce & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

**42.EMPLOYMENT PROGRAM PREFERENCE:** If a bidder qualifies for the Alaska bidder preference, under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

**43.ALASKANS WITH DISABILITIES PREFERENCE**: If a bidder qualifies for the Alaskan bidder's preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined AS 36.30.321(d), the will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

**44.PREFERENCE QUALIFICATION LETTER**: Regarding preferences 42 and 43 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan: [1] employment programs that qualify for preference and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' qualification for a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 42 or 43 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the quote is opened, and must attach a copy of their certification letter to their quote. The bidder's failure to provide this certification letter with their quote will cause the State to disallow the preference.

END OF TERMS AND CONDITIONS.

#### REQUIREMENTS

- **1. DMVA FMO FEDERALLY FUNDED CONTRACT SUPPLEMENTAL REQUIREMENT.** Bidder must read and sign the Department of Military and Veterans Affairs, Facility Management Office Federally Funded Contract Supplemental Requirement (Attachment 1). By signing, the bidder agrees to comply with the requirements stated within the provisions.
- 2. FEDERAL DEBARMENT, SUSPENSION, INELIGIBILTY 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 quote, by the offeror, 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 offeror and returned with their quote (Attachment 2). A bid from a debarred or suspended offeror will cause them to be found non-responsive and their quote rejected.
- 3. MANDATORY ANTI-TERRORISM TRAINING. A contract under this solicitation may involve access to, or performance of work, of work on a federal military installation. In the interest of safety and security of the installation, Contractors any and of their employee(s) accessing the installation are required to complete Anti-Terrorism Level I training prior to beginning any work on a contract resulting from this solicitation. The <u>online based training is free</u> and can be accessed at <a href="https://jko.jten.mil/courses/AT-level1/launch.html">https://jko.jten.mil/courses/AT-level1/launch.html</a>. Failure of a Contractor or their employee(s)to provide proof of training will result in finding the Contractor in breach and the contract cancelled. Certificate(s) of Anti-terrorism training are not required when submitting a quote. However, bidders must complete and submit the Mandatory Anti-terrorism form (Attachment 3) acknowledging understanding of this requirement.
- **4. VENDOR SELF SERVICE (VSS).** To be considered for contract award, offeror must create a vendor account in the State's VSS system https://doa/alaska.gov/dof/vendor.html.
- **5. ALASKA BUSINESS LICENSE.** To be considered for contract award, offeror must have an up-to-date Alaska Business license. https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx.
- **6. QUESTIONS.** All questions concerning the RFQ or the contents therein must be submitted in writing to the DMVA/DAS Procurement Office via email at MvaDasProcurement@alasak.gov.
- **7. CONTRACT PRICE.** Contract price is to remain firm for the initial year of the contract and any exercised renewal option. Offered cost per service for each line item must include all charges or cost associated with the performance of these services.
- 8. CONTRACT PAYMENTS. Contract payments will be NET 30 days upon receipt of services and contractors' original invoice.
- **9. 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 liable only for payment of services provided before the effective date of termination.
- **10. TOTAL CONTRACT COST.** This solicitation is being done under the Small Procurement requirements of Alaska Statutes 36.30, Alaska Procurement Regulation 2 AAC 12, and Alaska Administrative Manual 81. Total cost of any contract resulting from this RFQ, including any exercised renewal options or extensions are NOT TO EXCEED \$100,000.00.

END OF REQUIREMENTS.

#### SCOPE OF WORK

#### PERFORMANCE REQUIREMENTS.

- 1. WORK SCHEDULE. Services are to be performed two (2) days a week on Monday and Thursday between the hours of 8:30 a.m. and 4:00 p.m. prevailing Alaska time. If a service day falls on a holiday, services shall be performed generally on the next DMVA working day. In some instances, it may be necessary to perform the work on the working day before the holiday. The contractor will coordinate a schedule of frequency and time of service with the Project Manager for other services such as stripping, waxing and carpet cleaning. In the event it is necessary for the State to change the schedule, after notification the contractor will have seven days to have the new schedule in effect. At the start of the contract, the contractor will provide the number of man hours and employees that are needed to perform the daily and weekly services for each floor of the building. This will determine the schedule that will be used and approved by the Project Manager.
- 2. MANAGER, EMPLOYEES, AND SUPERVISION. The contractor shall assign a full-time manager who will be available Monday and Thursday between the hours of 8:30 a.m. and 4:00 p.m. for communication and coordination of custodial functions and quality control with the Department of Military and Veterans Affairs (DMVA). The manager will have full authority to act for the contractor in all matters relative to the performance of the contract.

The contractor shall 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 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 open desks, cabinets, or other furniture at any time.
- Contract employees shall not use the DMVA telephones, copiers, or faxes at any time.
- Contract employees on work programs will require supervision on a 2-1 ratio (2 employees to 1 supervisor).

No business solicitations from the contractor or contractors' employees to solicit additional private business from building occupants will 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 shall be directly responsible for instructing employees in utilities conservation practices and will be responsible for operating under conditions that preclude waste of utilities, which shall include but shall not necessarily be 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 room 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 NON-EMPLOYEES.** Contractor shall not allow any person that are not employees, including family members, minors, on the project site during contract work hours.
- **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 may require identification, fingerprints, or conduct investigations of the successful bidder's employees performing work on any contract resulting from this solicitation. At a minimum, Social Security Numbers will be required for all contract employees. By their signature on the bid submitted in response to this solicitation the bidder agrees to provide any requested information, to include Social Security Numbers, on any contractor employee, and to cooperate fully with DMVA in any background check investigation.
- **6. SAFETY & SAFETY DATA SHEETS (SDS).** In accordance with A.S. 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 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 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 caused by the contractor, contractor's employees, or cleaning methods. Any damage shall be reported as soon as possible to the facilities representative and the contract administrator.
- **8.** LOSS OF KEYS. Special emphasis is placed on key control. The Contractor is required to sign for all keys. All keys are to be obtained from the Facility Commander or his representative, and to be returned upon completion of this Contract or at the request of the DMVA Project Manager. No duplications are to be made; in event of lost keys, contact the Facility Commander for replacements. Lost keys may be grounds for immediate termination of this contract. At a minimum, replacement and all re-keying charges will be paid by the contractor. The contractor's failure to pay for these services may interfere with payment for services that were rendered.
- **9. INSPECTION OF WORK.** The Contractor or Contractors 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 State'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 or 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 a Breach of Contract.

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

If the contractor fails to correct the deficiency within the required time, this will be considered a valid service deficiency claim and the Project Manager will submit the Deficient Work Notification to the procurement office. The procurement office will issue a Cure Letter.

This letter must identify the problem(s), citing relevant contract language and any corrective action required. This letter must also list the consequences for failing to correct the problem(s) and set a deadline after which the contractor may be found in default if corrective action is not taken.

If a contractor is issued more than two (2) Cure Letters in a 60-day period or a total four (4) Cure Letters in a 180-day period, may be grounds for the procurement officer to find the contractor in default and cancel the contract.

- **11. BUILDING SECURITY.** As instructed by the agency contact or the facilities representative, the contractor shall turn off all designated lighting and lock doors and windows each workday. Contractor shall be briefed by the contracting agency or a representative on the security protocols including Key control for the facility(s) that are serviced under this contract. An infraction of Security Protocol may result in the immediate termination of this contract. The contractor will be notified in writing if termination of this contract is determined to be the course of action agreed upon by the Project Manager and the Procurement Office to maintain the Security of the building(s) and the Security of Government assets.
- 12. RESTRICTED AREAS AND EXCEPTIONS. The Contractor may not have access to some areas requiring special attention. For example, access to some data processing/telecommunication/computer areas may be limited to authorized personnel only. Some areas may be restricted from janitorial personnel during specific time frames and daily services in these spaces must be performed between specific hours as scheduled by the user agency occupants. Other spaces may require that the doors be immediately locked after completion of the janitorial services for that area.
- 13. SUPPLIES AND EQUIPMENT. The contractor will supply all equipment, labor, supplies and paper products required to complete the work as specified in the contract. At all times, the contractor shall store enough supplies at the site(s) to last a minimum of 3 weeks for a fully occupied building(s).

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

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

- 15. 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
- 16. SUPPLIES AND EQUIPMENT STORAGE. The contractor will supply all equipment needed to complete the duties and requirements outlined herein. The equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services. The Department of Military & Veterans Affairs will provide a storage area for the contractor's supplies and equipment but will not assume any liability for materials and equipment stored on the premises.

**17**. **BILLING & INVOICING**. The contractor shall submit by the 10<sup>th</sup> of the following month an itemized invoice for services rendered for the previous month by facility and location.

#### SCOPE OF SERVICES.

- **1. FACILITIES.** The selected contractor shall furnish all necessary labor, supervision, equipment, supplies, and materials required to perform the custodial services.
- 2. INITIAL SERVICES. In the first 30 days of the contract, contractor is required to perform an initial service for all periodical tasks (waxing, shampooing, etc.) covered by this contract (exterior work may be excluded), contractor and DMVA will set a schedule to complete all of the required tasks.
- **3.** TRASH AND REFUSE REMOVAL. All interior and exterior trash receptacles shall be emptied <u>each service</u> and returned to their initial locations. Boxes and any other items placed near a trash receptacle and marked "TRASH" shall be removed. All can liners are to be replaced. Trash shall be disposed of in secured plastic bags. Trash shall be kept in a secondary container while inside the building to prevent spills and stains. The contractor shall pick up any trash that may fall onto the facilities grounds during removal from the building. The Department of Military & Veterans Affairs shall be responsible for emptying/collection service of the dumpsters.

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

- **4. VACUUMING.** High traffic carpeted areas will be vacuumed thoroughly <u>each service</u> other areas will be spot vacuumed; all areas will be cleaned with an electric stand up vacuum with a beater brush (backpack or hose type vacuum can be used on stairs and furniture). All carpeted areas are to be thoroughly vacuumed <u>once a week</u>. This includes under desks, behind doors and in corners. Upon completion all carpeted areas and furniture shall be neat, clean, free of debris, and have a uniform professional appearance.
- **5. CARPET CLEANING.** Carpets shall have a uniform appearance at all times, spots, stains and signs of heavy traffic shall be removed as they occur; if stains wick through the carpet multiple cleanings would be required until the spots are removed. Deep clean steaming or shampooing will be performed on all carpets and cloth furniture a minimum of <u>once</u> <u>every six months</u> or when needed. Areas to be cleaned include but are not limited to under desks, along baseboards, in corners and behind doors.
- **6. CERAMIC TILE FLOORS**. Tile (non-waxed) Floors shall be machine scrubbed <u>once every six months</u> or when needed to maintain a clean and uniform appearance of the tiles and grout.
- 7. SWEEPING AND MOPPING. All non-carpeted floors shall be swept and mopped <u>each service</u> with a properly 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, soil, foreign objects or debris. All accessible areas shall be mopped including chair mats. Trash receptacles, other items, etc. shall be moved to mop underneath, 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.
- **8. BUFFING.** All coated floors will be polished (unless floor type or manufacturer specifications direct otherwise) with a high-speed buffer (minimum 1500 RPM) to remove traffic marks and maintain luster of coatings <u>once a week</u> or more often if needed (contractor may need to add more wax to floor in order to maintain luster).

- **9.** HARDFLOORS. All Hard floors (non-ceramic) will be maintained according to the type of flooring and/or manufacturer's specifications and frequency schedule in Section 21 (unless manufacturer's specifications direct otherwise). For waxed floors contractor shall use a high-quality non-skid wax and maintain a minimum of 4 coats of wax, wax and any other coatings shall only be applied to the floor surface, any wax or other coatings on walls, thresholds or other surfaces must be removed.
- 10. RESTROOMS. Restrooms will be cleaned <u>each service</u> performing the following tasks:
  - Clean and <u>disinfect</u> all toilets, urinals, flush handles, faucets, exposed piping sinks, shelves, showers, counter tops, walls and stall walls/partitions shall be cleaned using a germicidal/disinfectant and if needed polish applied.
  - Sweep and Wet mop all floors with appropriate and properly diluted cleaner/disinfectant each service.
  - All dispensers including paper towels, toilet paper, toilet seat protectors, soap dispensers will be cleaned and restocked if needed each time service is performed.
  - Trash cans and sanitary napkin disposal units will be emptied, and liners replaced each time service is performed. Sanitary Napkin Disposal bags are not to be reused.
  - Mirrors, chrome/stainless steel fixtures and underneath portions of sinks shall be cleaned, and polish applied each time service is performed.
  - Urinals shall have a deodorizer and must be replaced when it no longer produces a fragrance, is damaged or unsightly.
  - Ensure clean rags or disposable towels are used to perform cleaning.
  - After cleaning, surfaces shall be sanitary, free from streaks, stains, scale, deposits, and rust stains.
- **11. DUSTING.** Dust all surfaces up to six (6) feet in height: including but not limited to chairs, file cabinets, bookshelves, and other types of office equipment all ledges and handrails **once a week**. All work-related items such as; paperwork, etc. shall be left undisturbed.
- **12. DRINKING FOUNTAINS.** Germicidal/disinfectant will be used to clean, and polish applied (except waterspout) to all drinking fountains **each service**, hard water/calcium and other deposits are not acceptable.
- 13. GENERAL AREA CLEANING. Remove smudges, soils, fingerprints, marks, coffee spots, streaks, etc., each service from all washable horizontal and vertical surfaces including but not limited to: walls, countertops, tables, desks, sinks, doors, hardware, handrails, office chairs, thresholds and kick plates. All surfaces shall have a clean uniform appearance, be free of streaks, spots and soils. Germicidal detergent shall be used in all applicable areas. All work-related items such as; paperwork, etc. shall be left undisturbed. If the facility has exercise equipment all equipment shall be cleaned and disinfected each service. All stainless steel shall be cleaned using an appropriate product and polish applied (no polish shall be applied on door handles/panic bars).
- 14. LOBBIES AND ENTRYWAYS. Clean all lobby/entry windows inside and out <u>each service</u>. No streaks or unwashed places will be visible. The exterior of entryways and mats shall be cleaned and kept free of debris, including stain removal from concrete or another hard surface.
- 15. WINDOWS. The interior and exterior sides of the windows shall be cleaned in accordance with the frequency schedule (item 18). Exterior windows to be cleaned in spring (Lobby/Entry windows cleaned daily), date to be scheduled with contract administrator weather and conditions permitting. Wash windows and glass deflectors leaving no streaks or unwashed places. Wipe water spots from sills and frames. Use drop cloth as required protecting adjacent surfaces, fixtures, and furniture. This Service will be prearranged with the agency contact so employees can clear items from window ledges.
- **16. WASTEBASKET WASHING.** Wastebaskets shall have a clean appearance free of stains, soils and odors and are to be cleaned with an appropriate cleaner as needed.
- 17. FLOOR MATS. Floor/Walk off mats shall be free of dirt and stains and will be vacuumed each service and shampooed every six (6) months and when needed to remove spots, stains and excess dirt/soil from heavy traffic.

- **18. 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.
- 19. SPECIAL SPECIFICATIONS. The contractor shall meet with a representative or unit commander of the Department of Military & 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 & Veterans Affairs and the facility representative (i.e., roof leaks, electrical). Contractor shall also report any conditions which will prevent compliance with the contract and cleaning standards.
- **20. HOLIDAYS.** DMVA observes the following holidays, Columbus Day, Veterans Day, Thanksgiving, Christmas, New Years, Martin Luther King Day, President's Day, Memorial Day, Independence Day and Labor Day. If a holiday falls on a service day, services shall be performed the next DMVA working day.

#### 21. FREQUENCY SCHEDULE FOR REQUIRED TASKS.

## \*\*\* To be determined by Project Manager

Task	Each	Weekly	Yearly	As Needed	Two Times
	Service				Per Year
Empty Trash	Х				
Vacuuming	Х				
Sweeping & Mopping	Х				
Carpet Cleaning (all)				X (high	Х
				traffic areas)	
Spot Cleaning Carpets				X	
Entry Matts Cleaning	X			X	
Main Floors Mopping	Х				
Main Floors Buffing		Х			
Main Floors Strip/Wax			Χ	X ***	
Main Floors Scrub/Wax			Х	X ***	
Rest/Shower Rooms	Х				
Rest/Shower Rooms floor scrubbing				X ***	Х
Dusting		Х			
Drinking Fountains	Х				
Lobby/Entry Windows					
interior/exterior	Χ				
Exterior Windows					Х
Interior Windows				X	
Wash Wastebaskets				Х	

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

#### 23. JUNEAU HANGAR SERVICE AREAS SHOWN ON NEXT PAGE.

#### 24. ATTACHMENTS.

- 1. Attachment 1, Supplemental Requirements for DMVA \ FMO Federally Funded Contracts 2013
- 2. Attachment 2, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- 3. Attachment 3, Mandatory Anti-Terrorism Training
- 4. Attachment 4, Alaska Bidder Preference Certification
- 5. Attachment 5, Quote Schedule
- 6. Attachment 6, Bidder's Checklist

END OF THIS SECTION.



END OF SECTION.

#### Attachment 1

# Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013

Section 801. Applicable Law.

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

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# 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 <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a>).
- 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 <a href="https://www.fsrs.gov">https://www.fsrs.gov</a>.
  - **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 <a href="http://www.sec.gov/answers/execomp.htm">http://www.sec.gov/answers/execomp.htm</a>.)
  - **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 subaward. 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 subrecipient.

# 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©(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.

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Contractor Acknowledgement and Acceptance:

Contractor Business:

Entity Name:

Signature – Authorized Representative

Date

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Other compensation, if the aggregate value of all such other compensation (e.g.

severance, termination payments, value of life insurance paid on behalf of the

employee, perquisites or property) for the executive exceeds \$10,000.

**END OF ATTACHMENT 1** 

f.

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#### **ATTACHMENT 2**

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

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

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

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Printed Name and Title of Authorized Representat	ive	
Signature	Date	

Continued to next page

#### Instructions for Certification:

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

#### **END OF ATTACHMENT 2.**

# **ATTACHMENT 3**

#### MANDATORY ANTITERRORISM 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 <u>Annual Antiterrorism Training Certificate</u> 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 on line 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 quote. Contractor tendering a quote 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:	
Printed Name:	
Signature:	
Date:	-

**END OF ATTACHMENT 3.** 

#### **ATTACHMENT 4: ALASKA BIDDER PREFERENCE CERTIFICATION**



# ALASKA BIDDER PREFERENCE CERTIFICATION AS 36.30.321(A) / AS 36.30.990(2)

BUSII	NESS NAMI	E:							
<b>Alaska</b> Prefer		erence: Do	you believe	that your	firm qualifie	s for tl	ne Alaska Bidde	er 🗆 Yes	□ No
<b>Alaska</b> Prefer		f <b>erence</b> : Do	you believe	that your f	irm qualifie	s for th	e Alaska Vetera	n 🗆 Yes	□ No
Please	list any addition	nal Alaska F	Preferences be	low that you	ı believe yol	ır firm q	ualifies for.		
<u>1.</u>	2.		3.	4.	5	•	6.		
Prefere questic must b	ence Questions ons as well as a e included with	section. To nswer <b>YES</b> to your bid or	qualify for ar o all the quest proposal no la	nd claim the ions in the A	Alaska Vetera Alaska Vetera e deadline se	eran Pre an Prefer et for rec	all questions bel ference, you mu rence section. A seipt of bids or pr	ist answer signed cop oposals.	YES to these by of this form
•	m before the d						joint venture mu <i>)(E)</i>	ist comple	te and submit
making misrep		eading state AS 36.30.6	ements on th 87 and may re	is form, wh	nether it su	cceeds i	<b>t be applied.</b> Kn in deceiving or		
	1) Does your	business ho	old a current A	laska busine	ss license pe	er <i>AS 36.</i> .	30.990(2)(A)?		
	☐ YES	□ NO							
	If <b>YES</b> , enter y	our current	Alaska busine	ss license nı	ımber:				
2)	Is your busine  Question 1 pe			posal under	the name a	ppearing	g on the Alaska b	usiness lic	ense noted in
	☐ YES	□ №							
3)	•	the bidder	or offeror for				staffed by the battery preceding		
	☐ YES	□ №							
	If <b>YES</b> , please	complete th	e following inf	ormation:					
	A. Place of B Street Add City: ZIP:				_				
02-110 (		_		PAC	 SE 26				

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 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 2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per AS 16.05.415(a)(2)? ☐ YES  $\square$  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 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 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 If YES, enter your current Alaska corporate entity number: B. A **sole proprietorship** AND the proprietor is a resident of the state? ☐ YES C. A limited liability company organized under AS 10.50 AND all members are residents of the state? ☐ YES  $\square$  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 Please identify each member by name: \_\_\_\_\_\_ **Alaska Veteran Preference Questions:** Per AS 36.30.321(F), is your business (CHOOSE ONE): A. A **sole proprietorship** owned by an Alaska veteran? ☐ YES  $\square$  NO

"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

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	ъ.	☐ YES	NO	
	C.	A <b>limited lia</b> veterans?	bility company organized under AS 10.50 AND a majority of the members are Alas	kā
		☐ YES	□NO	
	D.	A corporation veterans?	<b>n</b> that is wholly owned by individuals, <b>AND</b> a majority of the individuals are Alas	ka
		☐ YES	□ NO	
	Per AS	36.30.321(F)(3	"Alaska veteran" is defined as an individual who:	
	(A) Se	rved in the		
	(i)	Armed forces	of the United States, including a reserve unity of the United States armed forces; or	
	(ii)	Alaska Territo Naval Militia;	orial Guard, the Alaska Army National Guard, the Alaska Air Nations Guard, or the Alas and	ka
	Do you	u certify that th	om service under a condition that was not dishonorable. e individual(s) indicated in <b>Question 1A, 1B, 1C, or 1D</b> meet this definition and can provider service and discharge if necessary?	de
	☐ YES	□NC		
3y sig		•	under penalty of law that I am an authorized representative of and a ue and correct to the best of my knowledge.	al
	Printe	ed Name		
	S			
		·		

**END ATTACHMENT 4.** 

# ATTACHMENT 5 QUOTE SCHEDULE

The Quote Schedule for a one-year period is based on current estimated service requirements shown on the Frequency Schedule for Required Tasks shown on page 12 of this RFQ. Bidders must complete and submit this Quote Schedule for their bid to be considered responsive. Award will be made to the lowest responsive and responsible bidder based on total cost for all services.

As specified in paragraph 1, Work Schedule, on page 7 of this RFQ, services are to be performed on Monday and Thursday between the hours of 8:30 a.m. and 4:00 p.m. prevailing Alaska time.

This solicitation is being done under the Small Procurement requirements of Alaska Statutes 36.30, Alaska Procurement Regulation 2 AAC 12, and Alaska Administrative Manual 81. Total cost of any contract resulting from this RFQ, including any exercised renewal options or extensions are NOT TO EXCEED \$100,000.00.

Do not edit this Quote Schedule in any manner. Altering or conditioning this Quote Schedule in any manner may result in your quote being considered non-responsive under 2 AAC 12.830, Alternate Bids or Proposals, or 2 AAC 12.840, Conditioning Bids or Proposals. Contact the Procurement Officer in writing with any questions.

NO.	SERVICE	FREQUENCY	UNIT COST PER SERVICE	ESTIMATED NUMBER OF SERVICES PER YEAR	ANNUAL COST
1.	Daily	Twice a Week	\$	104	\$
2.	Weekly	Once a Week	\$	52	\$
3.	Semi-Annual	Twice a Year	\$	6	\$
5.	Annual	Once a Year	\$	1	\$
6.	As-Needed	As Needed	\$	1	\$
7.			TOTAL COST FO	R ALL SERVICES	\$

## Conflict of Interest Statement

Quotes 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.

- 1. By signature on this Bid Schedule I certify that the company or any individuals working on the contract
  - DO or DO NOT (Circle One) have a possible conflict of interest as specified above.
- 2. If the Company or any individuals working on the contract DO have a possible conflict of interest, the nature of that conflict is (attach additional page or pages if necessary):

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1.	Are you claiming the Alaska Bidder's Preference? If yes, you must complete and submit Attachment 4 to this RFQ with your quote.	YES	NO
2.	Are you claiming the Alaska Veteran's Preference? If yes, you must complete and submit Attachment 4 to this RFQ with your quote.		
3.	Are you claiming either the Alaskans with Disabilities or the Employment Program preference? If yes, you must provide a copy of your certification letter from the Division of Vocational Rehabilitation with your quote.		

Company:			 
Contact Name:			
Phone:	Email:		_
Address:			
Authorized Representative Name (Printed):			 
Authorized Signature:		Date:	

END OF ATTACHMENT 5.

# **ATTACHMENT 6**

# **BIDDER'S CHECKLIST**

This checklist is being provided as a courtesy to bidder's when preparing and submitting their quote. It may not be an all-inclusive list. It is the bidder's responsibility to ensure all required documents and information are submitted as specified within this RFQ no later than the Deadline for Receipt of Quotes.

A. The following items <u>are required</u> to be completed and returned by the bidder with their quote.
1. A completed Page 1 of this RFQ, and
2. A completed Supplemental Requirements for DMVA \ FMO Federally Funded Contracts   2013 (Attachment 1 to this RFQ), <b>and</b>
3. A Completed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment 2 of this RFQ), and
4. A Completed Mandatory Anti-Terrorism Training form (Attachment 3 to this RFQ), and
5. A completed Quote Schedule (Attachment 5 to this RFQ), and
6. Any Mandatory Return Amendment(s) to this RFQ if any are issued by DMVA/DAS Procurement.
B. The following items are required only if the Bidder is claiming an Alaska Bidder, Veteran, or other preference
1. A Completed Alaska Bidder Reference Certification form (Attachment 4 to this RFQ).
2. A Copy of the Certification Letter from the Department of Labor and Workforce Development, Division o Vocational Rehabilitation, if claiming the Employment Program or Alaskans with Disabilities preference (reference paragraph 44, Preference Certification Letter, on page 5 of this RFQ).
Failure to complete and submit the above items with your quote may result in your offer being considered non-responsive and being rejected by the State.
End of Attachment 6

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