

# STATE OF ALASKA INVITATION TO BID (ITB)



## JANITORIAL SERVICES FOR AMHS CENTRAL OFFICES AND ENGINEERING FIELD OFFICE BUILDINGS

2524S035

OCTOBER 19, 2023

**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.

Cherish Petrenchak Procurement Officer	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [ ] YES                      [ ] NO
	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [ ] YES                      [ ] NO
Phone: (907) 465-8447	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: cherish.petrenchak@alaska.gov	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

## TABLE OF CONTENTS

<b>SECTION 1. INTRODUCTION &amp; INSTRUCTIONS.....</b>	<b>4</b>
SEC. 1.01 PURPOSE OF THE ITB .....	4
SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS .....	4
SEC. 1.03 PRIOR EXPERIENCE .....	4
SEC. 1.04 INVITATION TO BID (ITB) REVIEW .....	4
SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS .....	4
SEC. 1.06 SITE INSPECTION .....	4
SEC. 1.07 SUBMITTING BIDS .....	5
SEC. 1.08 BID FORMS .....	6
SEC. 1.09 PRICES .....	6
SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY .....	6
SEC. 1.11 AMENDMENTS TO BIDS .....	7
SEC. 1.12 AMENDMENTS TO THE ITB .....	7
SEC. 1.13 ITB SCHEDULE .....	7
SEC. 1.14 ALTERNATE BIDS .....	7
SEC. 1.15 SUPPORTING INFORMATION .....	8
SEC. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER .....	8
<b>SECTION 2. CONTRACT INFORMATION.....</b>	<b>9</b>
SEC. 2.01 CONTRACT TERM .....	9
SEC. 2.02 CONTRACT ADMINISTRATION .....	9
SEC. 2.03 CONTRACT FUNDING .....	9
SEC. 2.04 CONTRACT EXTENSION.....	9
SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS .....	9
SEC. 2.06 SUBCONTRACTORS .....	9
SEC. 2.07 JOINT VENTURES.....	9
SEC. 2.08 CONTRACT PERFORMANCE LOCATION .....	10
SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS.....	10
SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS .....	10
SEC. 2.11 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES .....	21
SEC. 2.12 CONTINUING OBLIGATION OF CONTRACTOR.....	21
SEC. 2.13 ESTIMATED QUANTITIES.....	22
SEC. 2.14 CONTRACT PRICE ADJUSTMENTS.....	22
SEC. 2.15 INFORMAL DEBRIEFING .....	22
SEC. 2.16 INDEMNIFICATION .....	23
SEC. 2.17 INSURANCE.....	23
<b>SECTION 3. CONTRACT INVOICING AND PAYMENTS .....</b>	<b>24</b>
SEC. 3.01 BILLING INSTRUCTIONS .....	24
SEC. 3.02 PAYMENT FOR STATE PURCHASES .....	24
SEC. 3.03 PROMPT PAYMENT FOR STATE PURCHASES .....	24
SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED.....	24
<b>SECTION 4. EVALUATION AND CONTRACTOR SELECTION.....</b>	<b>25</b>
SEC. 4.01 EVALUATION OF BIDS.....	25
SEC. 4.02 APPLICATION OF PREFERENCES .....	25
SEC. 4.03 ALASKA BIDDER PREFERENCE.....	25

SEC. 4.04	ALASKA VETERAN PREFERENCE .....	26
SEC. 4.05	USE OF LOCAL FOREST PRODUCTS .....	26
SEC. 4.06	LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE .....	26
SEC. 4.07	ALASKA PRODUCT PREFERENCE.....	27
SEC. 4.08	EMPLOYMENT PROGRAM PREFERENCE .....	28
SEC. 4.09	ALASKANS WITH DISABILITIES PREFERENCE .....	28
SEC. 4.10	PREFERENCE QUALIFICATION LETTER .....	28
SEC. 4.11	EXTENSION OF PRICES.....	28
SEC. 4.12	METHOD OF AWARD .....	28
SEC. 4.13	NOTICE OF INTENT TO AWARD.....	28
<b>SECTION 5.</b>	<b>GENERAL PROCESS AND LEGAL INFORMATION.....</b>	<b>29</b>
SEC. 5.01	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	29
SEC. 5.02	AUTHORITY.....	29
SEC. 5.03	COMPLIANCE .....	29
SEC. 5.04	SUITABLE MATERIALS, ETC. ....	30
SEC. 5.05	SPECIFICATIONS.....	30
SEC. 5.06	CONTRACTOR SITE INSPECTION.....	30
SEC. 5.07	ORDER DOCUMENTS.....	30
SEC. 5.08	HUMAN TRAFFICKING .....	30
SEC. 5.09	RIGHT OF REJECTION .....	31
SEC. 5.10	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	31
SEC. 5.11	DISCLOSURE OF BID CONTENTS.....	31
SEC. 5.12	ASSIGNMENTS.....	32
SEC. 5.13	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM) .....	32
SEC. 5.14	DEFAULT .....	32
SEC. 5.15	DISPUTES .....	32
SEC. 5.16	SEVERABILITY .....	32
SEC. 5.17	CONTRACT CANCELLATION.....	32
SEC. 5.18	GOVERNING LAW; FORUM SELECTION .....	32
SEC. 5.19	SOLICITATION ADVERTISING .....	33
SEC. 5.20	QUALIFIED BIDDERS.....	33
SEC. 5.21	FEDERALLY IMPOSED TARIFFS .....	33
SEC. 5.22	PROTEST .....	34
<b>SECTION 6.</b>	<b>ATTACHMENTS.....</b>	<b>35</b>
SEC. 6.01	ATTACHMENTS.....	35

## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

The Department of Transportation, Division of Administrative Services is soliciting bids for janitorial services for Alaska Marine Highway System (AMHS) Ketchikan Central Office (KCO), and the Marine Engineering Field office.

### SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00 P.M. Alaska Time on November 9, 2023, 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

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

- Three years of janitorial experience similar to the work required under this project.

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

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

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten days before the bid opening date. 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.

### SEC. 1.06 SITE INSPECTION

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. **The site visit is scheduled October 25, 2023, at 2:00 P.M. starting at 7037 N. Tongass Hwy meet in room 101. Second building is at 3801 Tongass Ave is at 3:00 P.M.**

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:

Department of Transportation & Public Facilities  
Statewide Contracting and Procurement  
Attention: Cherish Petrenchak  
Invitation to Bid (ITB) Number: 2524S035.  
ITB Title: Janitorial Services for AMHS Central Offices and Engineering Field Office Building

If using a U.S. Mail, please use the following address:

PO BOX 112500  
JUNEAU, ALASKA 99811-2500

If using a delivery service, please use the following address:

3132 Channel Drive, Room 350  
Juneau, Alaska 99811-2500

If submitting a bid via email, the bid may be emailed to [dotstatewideprocurement@alaska.gov](mailto:dotstatewideprocurement@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)465-8949 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 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.

Cherish Petrenchak 907-465-8447 [cherish.petrenchak@alaska.gov](mailto:cherish.petrenchak@alaska.gov)

**SEC. 1.11 AMENDMENTS TO BIDS**

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

**SEC. 1.12 AMENDMENTS TO THE ITB**

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

**SEC. 1.13 ITB SCHEDULE**

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

<b>ACTIVITY</b>	<b>TIME</b>	<b>DATE</b>
Issue Date / ITB Released		October 10, 2023
Site Visit Two Locations see <b>SEC 1.06</b>	2:00 P.M. & 3:00 P.M.	October 25, 2023
Deadline for Receipt of Bids / Bid Due Date	2:00P.M.	November 9, 2023
Bid Evaluations Complete		November 14, 2023
Notice of Intent to Award		November 16, 2023
Contract Issued		November 28, 2023

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

**SEC. 1.14 ALTERNATE BIDS**

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

**SEC. 1.15 SUPPORTING INFORMATION**

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

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

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

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

## SECTION 2. CONTRACT INFORMATION

### SEC. 2.01 CONTRACT TERM

The length of the contract will be from the January 1, 2024, through December 31, 2024, with the option to renew for (5) five additional (1) one-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 Transportation, Division of Administrative Services.

### SEC. 2.03 CONTRACT FUNDING

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 may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must identify in the bids the names of the subcontractors and the portions of the work the subcontractors will perform.**

### SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

**SEC. 2.08 CONTRACT PERFORMANCE LOCATION**

The location(s) the work is to be performed, completed, and managed is Ketchikan, Alaska. Travel to other locations is not required.

**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**

**SUMMARY:** Provide all labor, tools, equipment, materials, supervision and supplies needed to perform the work outlined below. The Contractor must also comply with all applicable Federal and State labor, wage and hour, safety and associated laws that have a bearing on the services provided.

**KETCHIKAN CENTRAL OFFICES (KCO) 7037 N TONGASS HWY:**

1. **WORK AREA INCLUDED** 1st and 2<sup>nd</sup> Floor Office Areas Only: All entrances, offices, foyers, printing rooms, lounge rooms, computer rooms, hallways, closets, conference rooms, break rooms, and rest rooms. This also includes office glass, and interior and exterior glass portion of doors.
2. **WORK AREA EXCLUDED:** No work is required in mechanical rooms, electrical switching rooms, telephone equipment rooms, server room, warehouse areas, and parts storage

**MARINE ENGINEERING FIELD OFFICE, 3801 TONGASS AVE:**

1. **WORK AREA INCLUDED:** All entrances, offices, foyers, printing rooms, lounge rooms, computer rooms, hallways, closets, conference rooms, break rooms, and rest rooms. This also includes office glass, and interior and exterior glass portion of doors.
2. **WORK AREA EXCLUDED:** None

**MISCELLANEOUS SUPPLIES:** The Contractor shall furnish all restroom supplies (with dispensers if needed) such as toilet seat covers and tissue, liquid hand soap, deodorizers, urinal screens and deodorizers, paper towels, and appropriate plastic liners for trash cans. All restroom and cleaning supplies will be environmentally safe. Corrosive, caustic or acidic cleaning agents, which may damage finished surfaces if improperly used, are not permitted, unless approved by the Project Manager. And abrasive cleaning materials tending to abrade or streak porcelain fixtures, such as steel wool and scouring powder, shall not be used. The Contractor will also provide all cleaning materials. The cost of these materials and supplies shall be the responsibility of the Contractor.

**DUMPSTERS/TRASH REMOVAL FROM SITE:** Dumpster services provided by the State. Contractor is to place all trash/debris from the facility into the dumpster.

**SCOPE OF WORK:**

**A. DAILY SERVICES INSIDE – Perform daily services each regular State workday between the hours of 5:00pm and 6:00am except on state holidays. Changes to the schedule shall be approved, in advance, by the Project Manager, at their discretion. Below is link to State Calendars:**

<http://doa.alaska.gov/dof/payroll/resource/calendar2024-holiday-BW.pdf>

1. Thoroughly vacuum all carpeted entryways, entryway floor mats, stairway landings, corridors, and lobbies. Spot-vacuum carpet in remainder of building to remove loose dirt and debris. Vacuum entry mats (where provided).
2. Empty all wastebaskets and trash receptacles inside the building and outside around entryways of building. Secure trash in garbage bags and dispose of them in designated on-site containers. After disposal, close and secure the container lids and/or doors. At no time will trash be left inside the building.
3. Sweep hard-surface floors, using a dust mop treated with polyethylene glycol or similar dust retardant. Sweep concrete floors with a broom.
4. Clean glass doors at main building entries.
5. Clean and disinfect all drinking fountains, counter tops and sinks, **doorknobs, light switches**. Mineral and calcium deposits will not be acceptable.
6. Clean restroom toilets, urinals, lavatories, divider panels, doors and receptacles with germicidal solution, used at recommended strength. Carefully inspect remaining restroom surfaces and clean if soiled. Remove graffiti. Clean mirrors and stainless steel to leave a clean, streak-free appearance. Toilet cleaning procedure shall be (1) Flush toilet, (2) Dispense 2 oz. disinfecting toilet bowl cleaner into toilet (3) Dip johnny mop in bowl and clean behind toilet seat, lift toilet seat and clean underside of seat, clean bowl rim and outside of bowl (4) Clean inside the toilet bowl (5) Flush toilet while holding johnny mop in bowl (6) Rinse behind toilet seat, rinse underside of seat, rinse outside and inside of bowl (7) Flush toilet (8) Spray topside of toilet seat with disinfectant and wipe dry with a paper towel.
7. Damp mop restroom floors with germicidal cleaner, used at recommended strength. If necessary, damp-mop a second time with clean water.
8. Sweep hard-surface floors in the Corridors and entryways, using a dust mop treated with polyethylene glycol or similar dust retardant. Sweep concrete floors with a broom. Collect debris

and dirt and dispose of in dumpster.

9. Check and replenish restroom soap, toilet tissue, paper towel, seat cover and sanitary napkin dispensers.
10. Clean drinking fountains with germicidal solution at recommended strength.
11. Dust desks, tables, counters, and other accessible horizontal surfaces that occupants have cleared.
12. Remove spots and stains from carpet, using methods approved by Project Manager
13. Remove foreign material, such as gum, from floors and other visible surfaces.
14. Respond to spot and stain removal from carpet, tile, and elevators, as requested by the Project Manager.
15. ADA Chair Lift, vacuum floor damp mop, if necessary, clean Chair Lift thresholds at each level, wipe down walls and panel buttons.
16. After work is completed, turn off lights, close windows, and secure doors.
17. Thoroughly vacuum carpet in the entire work area.
18. Damp-mop hard surface floors and stairways.
19. Check walls, doors and frames and remove smudges by damp-wiping.

**B. WEEKLY SERVICES-Perform weekly services, between the hours of 5:00pm Friday and 6:00am next business day, on a regular schedule as approved by the project manager.**

1. Wet mop all non-carpeted hard floors including stairwells and landings. Remove mats where provided and return when done.
2. Damp-wipe all handrails, windowsills, and radiator covers including in stairwells and landings.
3. Check walls, doors and frames and remove smudges by damp-wiping.

**C. SEMIANNUAL SERVICES- Perform semiannual services, between the hours of 5:00pm Friday and 6:00am next business day on a regular six-month schedule, as approved by the Project Manager.**

1. Dust or vacuum window coverings (shades, venetian blinds, etc) and overhead pipes and moldings over 6 feet from floor.
2. Wash trash receptacles.
3. Wash doorframes, interior and exterior, and walls, interior only, in public hallways. Damp wipe baseboards and trim.
4. Strip wax from hard surface floors, rinse stripper from floor with clean water. When dry, wax and buff to a high sheen. Remove mats where provided and return when done.
5. Remove dust from ventilation grilles and diffusers.
6. Window Cleaning, and Carpet cleaning.

**D. RECYCLE SERVICES**

Empty recyclable bins once a week and put recycle refuse in recycle bins/cans in KCO warehouse.

**E. AS NEEDED SERVICES**

The following services will be requested by the Project Manager on an as needed basis:

On occasion, the Contractor may be called upon to clean up accidental spills on floors, walls, etc. Only the Project Manager or his representative will request this service. In addition, the Contractor may be asked to clean office furniture.

**EQUIPMENT SPECIFICATIONS**

The total number of pieces of each type of equipment required to accomplish all the required scheduled tasks within the time constraints as specified in these contract documents is to be determined by the contractor. At bid opening, the Contractor will supply a list of all equipment to be used in the performance of work under this Contract to the Procurement Agency for approval.

The Contractor will be responsible for providing alternate equipment for scheduled services in the event the Contractor's equipment becomes faulty. At no time will faulty equipment be an excuse for not performing a particular service described in these Contract Documents. Alternate equipment must be readily available to be delivered to the facility in event of breakdown. This requirement is to assure all services are provided in a timely manner as scheduled in these contract documents.

## **PROJECT REQUIREMENTS**

### **DOCUMENTS REQUIRED AT TIME OF BID OPENING:**

- a. List of Personnel that will be working in the buildings.
- b. List of Equipment that will be used during the term of the contract.

### **DOCUMENTS REQUIRED UPON CONTRACT AWARD:**

- a. The Contractor must provide, to the Project Manager, a tentative (detailed) work schedule listing the anticipated performance dates / days of all scheduled work under the contract for approval. Final scheduling will be subject to approval prior to any work commencing.
- b. Current certificate of insurance identifying the State of Alaska as an additional insured related to contract performance. Please see section 2.17.
- c. Current criminal background check for all personnel to be used for performing the services listed for the work site.

## **SAFE PRACTICES – MINORS, VISITORS AND PETS**

Acceptable safe practices must be followed in the performance of all work under this contract. The contractor will comply with all standards prescribed by the State of Alaska, Department of Labor, Division of Labor Standards and Safety. The safety of the public and employees of the building are to be considered at all times.

No minors, including family members of the Contractor or their employees, are to be on the work site during contract work hours and are prohibited from performing any work under this contract. The Contractor or their employees are prohibited from bringing any persons not employed by the contractor to the Project site during contract work hours. Failure to follow these procedures may result in the contract being terminated.

Contractor and employees are prohibited bringing pets to the Project site or grounds.

## **BUILDING SECURITY**

Security of the building will be considered at all times. All entry doors will be checked whenever entering or leaving the building. The Contractor will ensure that all outside doors are kept locked at all times except when the building is normally open to the public. Interior building doors must remain locked except while work in the immediate area is in progress. The Contractor's employees are required to turn off all lights (excluding those indicated as security) and close and lock all doors and windows at the end of each work period. The Contractor is prohibited from granting access into building or locked offices to anyone outside of the Contractor's employment.

Contractor will not gain access to or clean offices with locked doors unless specifically authorized to by the Project Manager or Facility Manager. If an office door is locked, the buildings staff is working on sensitive information or equipment and aware their office will not be cleaned. These staff member have been directed to put their trash cans outside of their office as needed so that Contractors can empty them. Upon emptying trash cans, Contractor shall leave the trash can where they found it and not back in the office.

#### **KEY CONTROL**

Special emphasis is placed on key control. The Contractor is required to sign for all keys, key cards and gate remote controls. No keys, key cards or gate remote controls will be issued or distributed until personnel have submitted and passed the required annual background checks. All keys, key cards and gate remote controls are to be obtained from the Ketchikan Facilities Manager, Regan Crowder and or his representative as assigned. Keys are to be returned to that office upon completion of this contract. No duplications are to be made. In the event of lost keys, contact the Facilities Maintenance Office for replacements. The Contractor shall be liable for all costs incurred due to lost or misplaced keys, including the cost of re-keying any and all doors affected.

#### **CONDUCT OF WORK**

All work performed under this contract shall be completed without interfering with the proper performance of the facilities operation, the public in its use of the building, State business or work being done by other contractors. The contractor shall prevent their employees from disturbing material on desks, opening drawers or cabinets, tampering with computer components, or using telephones provided for official State use.

If removed for cleaning convenience, furniture and wastebaskets will be replaced in their original locations and all electrical items will be reconnected to their outlets.

Theft or destruction of personal or state-owned equipment, property, money, or misuse of state-owned equipment (such as but not limited to telephones or computer terminals) by the contractor, or their employees are unacceptable and may result in immediate termination of the contract.

The contractor shall be liable for all costs incurred due to theft, damages, or misuse of state-owned equipment by its employees. All work must be performed in accordance with current OSHA and ENVIRONMENTAL statutes and regulations.

**NOTE:** Computer terminals and telephones MUST NOT be unplugged by the Contractor or any of the employees while performing work under this contract.

### **CONTRACTOR AND EMPLOYEE QUALIFICATIONS**

The Contractor and all employees must be capable and experienced in the type of work to be performed under this Contract. The Contractor shall be regularly engaged in furniture and commercial carpet cleaning and shall be able to demonstrate capability to provide the necessary personnel, technical expertise, and support facilities to perform the services as required.

At bid opening, the Contractor must provide the State with a list of proposed personnel that will be working in the buildings. All personnel working onsite in performance of the Contract are subject to mandatory annual background security checks through the Dept. of Public Safety, provided by the Contractor at their expense, prior to being allowed to work on the project. Throughout the Contract period, any changes to the personnel list will be submitted to the Project Manager within 24 hours of the change. All personnel must be approved by the Project Manager prior to the person(s) entering the facility. Background checks submitted shall be approved or denied at the sole discretion of the Project Manager.

The Project Manager may require removal of any worker whom it deems incompetent, insubordinate, or otherwise objectionable. The Project Manager may also require removal of any worker whose continued employment is deemed contrary to the public, tenants, or facilities best interests.

No deviation to this requirement will be accepted. Failure to follow this procedure may result in the Contract being terminated.

### **WORK SCHEDULE**

Upon Contract Award the Contractor shall provide to the Project Manager a detailed work schedule listing the anticipated performance dates/days of all scheduled work under the Contract. Updated schedules shall be provided to the Project Manager upon request or in the event that dates/days change from those originally shown. In addition, the Project Manager shall be notified forty-eight (48) hours in advance of performing any non-routine work.

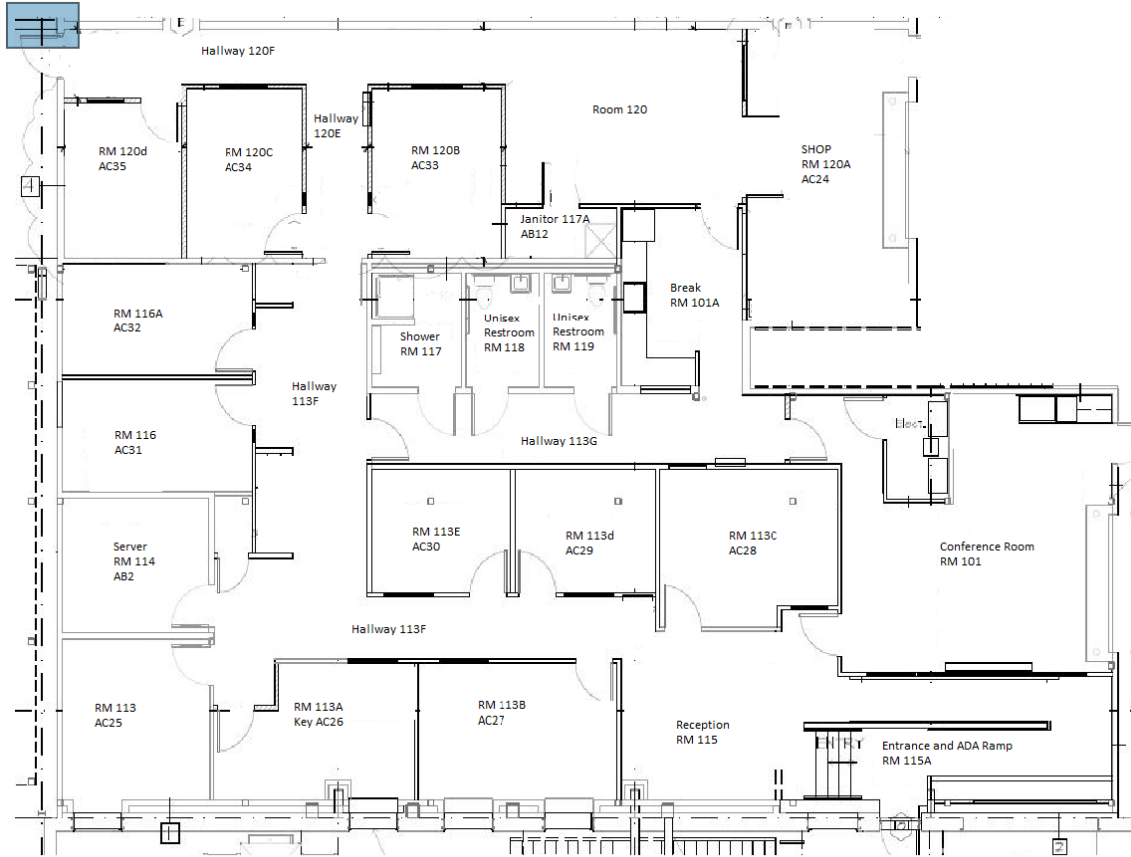
### **WORK HOURS & OCCUPANCY REQUIREMENTS**

Unless otherwise specified in the Contract Documents all services will be performed weeknights after normal state office hours and on weekends or holidays. Normal State hours are 7:00 AM to 5:00 PM, Monday through Friday.

- a. Owner will occupy each building/worksites during the entire contract performance period. Cooperate with the Owner during operations to minimize conflicts and facilitate owner usage.
- b. Perform all work so as not to interfere with Owner's day-to-day operations.

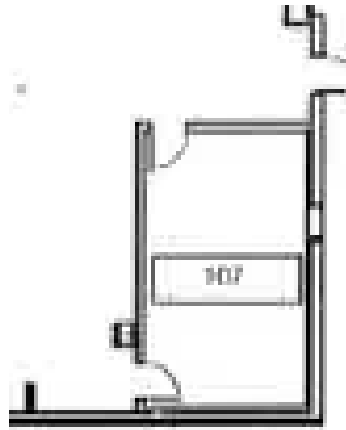
- c. Maintain existing exits unless otherwise indicated and provide not less than 7 days advance notice to the Project Manager of any activities that will affect the Owner's operations.
- d. There may be a few "secured areas" in some of the buildings that require special access and/or a State employee to be present during work performance. These locations need to be scheduled and coordinated with the Project manager at least 7 days in advance.

KCO 1<sup>st</sup> Floor  
Office  
4,285 Sq Ft

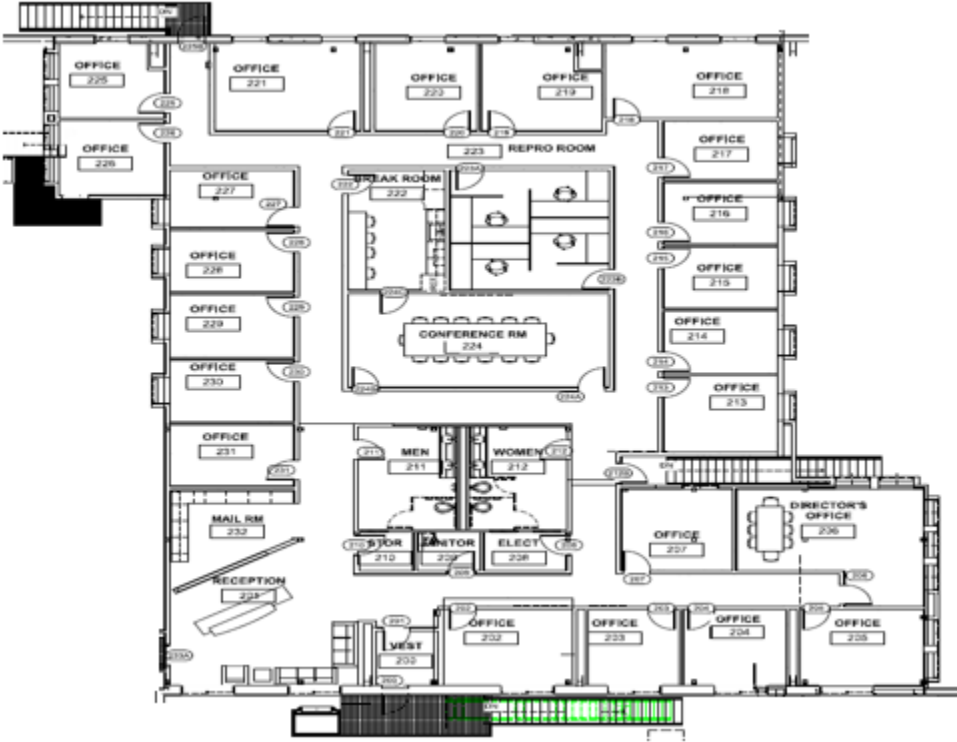


1<sup>st</sup> Floor  
Receiving  
Area

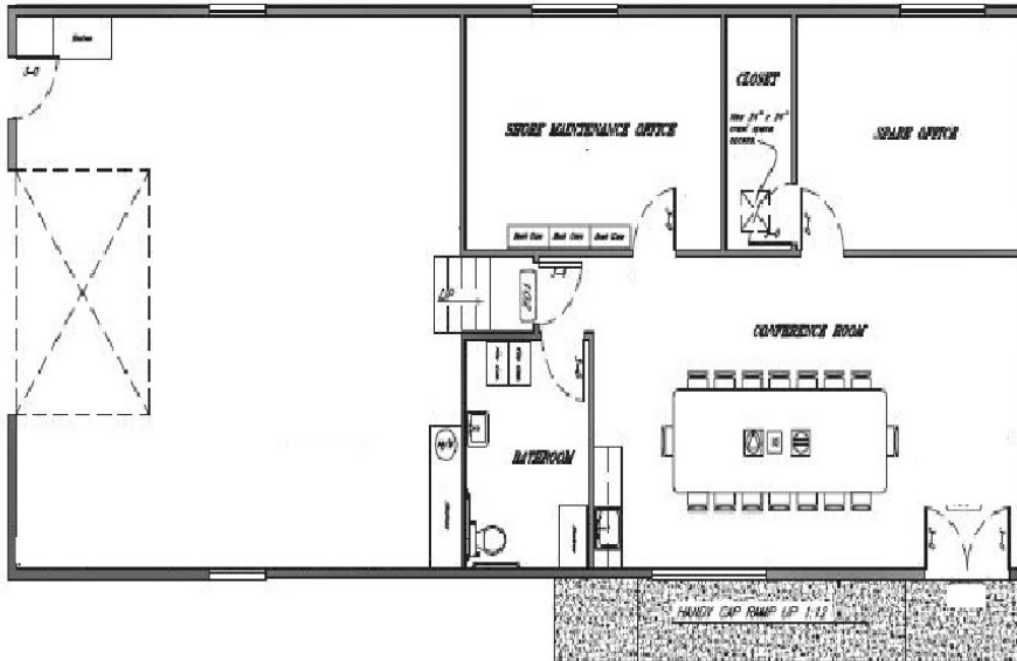
297 Sq Ft



KCO 2nd  
Floor 6,970  
Sq Ft



Marine Engineering Field  
Office  
1,904 Sq Ft



**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 ESTIMATED QUANTITIES

The buildings and services referenced in this ITB are the state's estimated requirements and may vary from the buildings and services actually required. The state does not guarantee any minimum or maximum buildings and services. Adjustments will be issued throughout the contract period on an as-needed basis.

## SEC. 2.14 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 through December 31, 2025.

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska. CUURS49GSA0, CUUSS49GSA0.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year 2022 average (Annual 256.423); and the appropriate Annual 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.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

## SEC. 2.15 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. 2.16 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. 2.17 INSURANCE

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

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

### **Proof of insurance is required for the following:**

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

## **SECTION 3. CONTRACT INVOICING AND PAYMENTS**

### **SEC. 3.01 BILLING INSTRUCTIONS**

All invoices produced by the contractor must contain the following information at a minimum:

1. Description of services.
2. List the Contract #2524S035 on invoice.
3. Each building must be invoiced individually
4. Billing period must be listed.
5. Services performed weekly, daily, semiannual to be listed on bill.
6. Invoices can be emailed to: [dot.amhs.kco.accting@alaska.gov](mailto:dot.amhs.kco.accting@alaska.gov)

Invoices shall be sent to:

Alaska Marine Highway System-KTN Central Office Accounting  
7037 N Tongass Hwy  
Ketchikan, AK 99901

### **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 to 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 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 from Alaska forests 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.

#### **SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT 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.

## SEC. 4.07 ALASKA PRODUCT PREFERENCE

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

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

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

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

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

### **Brand Offered**

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

### **Brand of Product Changes**

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

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

#### **SEC. 4.08 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. 4.09 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. 4.10 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. 4.11 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. 4.12 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. 4.13 NOTICE OF INTENT TO AWARD**

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement officer does so without a contract and at their own risk.

## SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

### SEC. 5.02 AUTHORITY

This ITB is written in accordance with AS 36.30 and 2 AAC 12.

### SEC. 5.03 COMPLIANCE

In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

#### **SEC. 5.04 SUITABLE MATERIALS, ETC.**

Unless otherwise specified in this ITB, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

#### **SEC. 5.05 SPECIFICATIONS**

Unless otherwise specified in this ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

#### **SEC. 5.06 CONTRACTOR SITE INSPECTION**

The state may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

#### **SEC. 5.07 ORDER DOCUMENTS**

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

#### **SEC. 5.08 HUMAN TRAFFICKING**

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

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

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

## SEC. 5.09 RIGHT OF REJECTION

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

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counter-offer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the 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. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

## SEC. 5.11 DISCLOSURE OF BID CONTENTS

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

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

law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

#### **SEC. 5.12 ASSIGNMENTS**

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

#### **SEC. 5.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)**

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

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

#### **SEC. 5.14 DEFAULT**

In case of default by the contractor, for any reason whatsoever, the state may 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.

#### **SEC. 5.15 DISPUTES**

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

#### **SEC. 5.16 SEVERABILITY**

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

#### **SEC. 5.17 CONTRACT CANCELLATION**

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

#### **SEC. 5.18 GOVERNING LAW; FORUM SELECTION**

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

## SEC. 5.19 SOLICITATION ADVERTISING

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

## SEC. 5.20 QUALIFIED BIDDERS

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

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

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

## SEC. 5.21 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
  - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

## SEC. 5.22 PROTEST

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

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

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

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

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

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

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

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

## SECTION 6. ATTACHMENTS

### SEC. 6.01 ATTACHMENTS

**Attachments:**

- 1) Bid Response Deliverables Checklist
- 2) Alaska Bidders Preference form
- 3) Bid Schedule

**Attachment 1**

**BID RESPONSE DELIVERABLES CHECKLIST:**

This checklist is not intended to be an all-inclusive list for all requirements of the ITB. It is the bidder’s responsibility to ensure all required items and information are addressed in their Bid.

**BID RESPONSE CHECKLIST ITEMS:**

- Completed ITB -Page 1
- Completed Conflict of Interest Statement –Page 6 & 35
- Completed Prior Experience Statement –Page 6 and 38
- List of Personnel that will be working in the buildings.
- List of Equipment that will be used during the term of the contract.
- Bid Response Deliverables Checklist – Attachment #1, Page 35
- Alaska Bidders Preference Certification Form (if applicable) - Attachment #2,
- Completed Bid Schedule –Attachment #3,
- All mandatory return Amendments

**Conflict of Interest Statement:**

Does the company or any individual working on the contract have a possible conflict of interest: No  Yes

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**Prior Experience Statement:**

The Contractor certifies that they have 3 years’ experience in janitorial services similar to the work required under this project. No  Yes