

# STATE OF ALASKA INVITATION TO BID (ITB)



## 168<sup>TH</sup> JANITORIAL SERVICES

ITB No. 240000019

ISSUING DATE: DECEMBER 13, 2023

THE STATE OF ALASKA, DEPARTMENT OF MILITARY AND VETERANS AFFAIRS, ALASKA AIR NATIONAL GUARD FACILITIES MANAGEMENT IS SEEKING COMPETITIVE QUOTES FOR JANITORIAL SERVICES LOCATED AT THE 168<sup>TH</sup> AIR GUARD WING, EIELSON AFB, FAIRBANKS, ALASKA.

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

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

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

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

Brandy L. Halverson Procurement Officer	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? <input type="checkbox"/> YES <input type="checkbox"/> NO
	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? <input type="checkbox"/> YES <input type="checkbox"/> NO
Phone: (907) 428.7221	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: <a href="mailto:MvaDasProcurement@alaska.gov">MvaDasProcurement@alaska.gov</a>	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

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## **SECTION 1. INTRODUCTION & INSTRUCTIONS**

### **SEC. 1.01 PURPOSE OF THE ITB**

The Department of Military and Veterans Affairs (DMVA), Division of Administration (DAS), is soliciting bids for weekly janitorial services for 168<sup>th</sup> Air Guard Wing.

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

Bids must be received no later than 2:00 P.M. Alaska Time on January 11, 2024, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

### **SEC. 1.03 PRIOR EXPERIENCE**

No specific minimums have been set for this ITB.

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

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

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

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

### **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.

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 Military and Veterans Affairs  
Division of Administrative Services  
Attention: Procurement Office  
Invitation to Bid (ITB) Number: 240000019  
ITB Title: 168<sup>th</sup> Janitorial Services  
49000 Army Guard Road, Suite B105B

P.O. Box 5305  
Joint Base Elmendorf-Richardson, Alaska 99505

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

P.O. Box 5308  
Joint Base Elmendorf-Richardson, Alaska 99505

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

49000 Army Guard Rd, Suite B105B  
Joint Base Elmendorf-Richardson, AK 99505

If submitting a bid via email, the bid may be emailed to [MvaDasProcurement@alaska.gov](mailto:MvaDasProcurement@alaska.gov) and must contain the ITB number in the subject line of the email. The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

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

It is the bidder's responsibility to contact the issuing agency at 907.428.7221 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.

### **FEDERAL REQUIREMENTS**

This ITB is being solicited using federal program funding. By signature on the bid, the offeror agrees to comply with the compliance requirements applicable to the Federal program, including the audit requirements of OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations, if awarded a contract. Further, the U.S. Department of Labor requires all state agencies expending federal funds to have a certification filed in the bid, 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 (attachment 2) must be completed and submitted with your offer.** A proposal from a debarred or suspended offeror shall be rejected.

A contract under this solicitation may involve access to, or performance of work on, a Federal military installation. In the interest of safety and security of the installation, the State of Alaska, Department of Military and Veterans Affairs, asks that Contractors, subcontractors, and their employees complete Anti-Terrorism Level I training prior to beginning any work on a contract resulting from this solicitation. The online based training is free and can be accessed at <https://jko.jten.mil/courses/AT-level1/launch/html>. Failure of a Contractor, subcontractor, or their employees to complete this training will not impact evaluation or award of a contract resulting from this solicitation.

### **SEC. 1.09 PRICES**

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

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

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

### **SEC. 1.11 AMENDMENTS TO BIDS**

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

### **SEC. 1.12 AMENDMENTS TO THE ITB**

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

### **SEC. 1.13 ITB SCHEDULE**

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

ACTIVITY	TIME	DATE
Issue Date / ITB Released	N/A	December 13, 2023
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	January 11, 2024
Bid Evaluations Complete	N/A	January 12, 2024
Notice of Intent to Award	N/A	January 12, 2024
Contract Issued	N/A	January 23, 2024

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

### **SEC. 1.14 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 date of award, approximately January 23, 2024, through January 22, 2024, with the option to renew for two (2) additional one (1) year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

### SEC. 2.02 CONTRACT ADMINISTRATION

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

### SEC. 2.03 CONTRACT FUNDING

Department of Military and Veterans Affairs, Alaska Air National Guard Facilities Management Office, estimates a budget of \$210,000.00 for the first term year. **Bids placed more than \$210,000.00 will be considered nonresponsive.** If both renewal options are exercised by the sole discretion of the state, the not to exceed budget is \$630,000.00.

Payment for the contract is subject to funds already appropriated and identified.

### 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.

If a bid with subcontractors is selected, the bidder must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;

- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A bidder's failure to provide this information, within the time set, may cause the state to consider their bid non-responsive and reject it.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

## **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 in the 168<sup>th</sup> Air Wing at Eielson Air Force Base in Fairbanks, Alaska.

The contractor should include in their bid price: transportation, lodging, and per diem costs sufficient to pay for person(s) to make weekly and yearly trip(s) to Eielson Airforce Base. Travel to other locations will not be required.

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive or cancel the contract.

## **SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS**

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

## **SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS** **SCOPE OF WORK**

**1. DESCRIPTION OF SERVICES.** The Contractor shall provide all management, tools, equipment, supplies, and labor necessary to ensure that custodial services are performed at 168 Wing, Eielson AFB, in a manner that will maintain a satisfactory facility condition and present a clean, neat and professional appearance. The contractor shall accomplish all cleaning tasks and be required to replenish soap and paper products in all restrooms and covered areas, e.g. (break rooms, identified in Appendices A and B, to meet the requirements of this Performance Work Statement (PWS). A list of Buildings, square footages and service days can be found in Appendix A. The 'Service Requirements' are in Section (1) as well as appendix B.

**1.1. Facility Cleaning Services:**

**1.1.1. Non-Carpeted Floors (Hard Floors: Vinyl Tile, Ceramic Tile, Wood Concrete).** Hard floors shall be maintained free of grit, soil, dust, scuff and heel marks, stains, spills, debris, litter and other foreign matter by effective routine cleaning. Cleaning shall be accomplished by the most appropriate method (vacuum, sweep, dust mop, damp mop, spot clean, etc.) and with cleaning solutions if applicable, for the specific floor type. After cleaning, floor surfaces to include grout shall have a uniform, clean appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water. Baseboards, corners, and wall/floor edges shall also be clean. Chairs, trash receptacles, and other easily moveable items shall be moved to maintain floors underneath these items and returned to their original and proper position after cleaning.

**1.1.2. Carpeted Floors.** Carpets shall be maintained free of soil, dirt, debris, litter and other foreign matter by effective routine vacuuming. Efficient vacuum cleaners shall offer high airflow, high efficiency filtration, and an adjustable rotating brush agitation for more effective soil removal. Any spots and/or spills shall be removed by the carpet manufacturer's approved methods or other commercially accepted practices as soon as noticed. All tears, burns, and raveling shall be brought to the attention of the facility manager. Area and throw rugs shall also receive this service. Chairs, trash receptacles, and other easily moveable items shall be moved to maintain floors underneath these items and returned to their original and proper position after cleaning.

**1.1.3. Stairways/Elevators/Handicap Lifts.** All floor surfaces shall be cleaned in accordance with (IAW) paragraph 1.1.1 or 1.1.2, as appropriate. Stair guards, handrails, wall caps and baseboards shall be free from grease and grime. The Contractor shall remove all marks, dirt, smudges, scuffs, and other foreign matter from adjoining stairwell walls, up to 72 inches height from stair tread level, to provide or maintain a clean, uniform appearance.

**1.2 Restrooms/Locker Rooms Cleaning Services:**

**1.2.1. Clean and Disinfect.** All surfaces of sinks, toilets, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, doors, walls, partitions, stalls, stall doors, entry doors (including handle, kick plates, ventilation grates, metal guards), and other such surfaces shall be cleaned and disinfected using a germicidal detergent. Restrooms shall have a clean scent or no odor at all. Showers, toilets, and urinals will be free of spots, water spots, scale buildup, soap scum, odors, and any other deposits. Mirrors shall be clean and have no streaks or other removable matter. Partitions shall be smudge, and stain free. Vents (within 72 inches of the floor) shall be clean. Restroom sinks, countertops, and fixtures shall be free from water and scale deposits, soil, streaks, and other removable matter. Walls and grout shall be free of all film, spots, and detergent buildup.

**1.2.2. Restroom Floor Care.** All floor surfaces shall be maintained IAW paragraph 1.1.1 by effective routine cleaning. Moveable items shall be tilted or moved to sweep and damp mop underneath. Grout on the floor tiles shall be free of dirt, scum, mildew, and residue.

**1.2.3. Stock Restroom Supplies.** Contractor shall ensure restrooms are stocked sufficiently so any provided supplies including toilet tissue, paper towels, and hand soap do not run out. Supplies shall be furnished by the government.

**1.2.4. Drinking Fountains.** Contractor shall clean all facility drinking fountains, typically located near or in the vicinity of restrooms. All porcelain and polished metal surfaces, including the orifices and drain, as well as exterior surfaces of fountains shall be cleaned and disinfected. Drinking fountains shall be free of streaks, stains, spots, smudges, scale, and other obvious soil.

**1.2.5. Restroom Trash Removal.** All trash containers in restrooms and locker rooms shall be emptied, trash disposed, and containers returned to their original locations. The contractor shall provide and replace any obviously soiled, worn or torn plastic trash can liners. Trash receptacles shall be left clean, free of foreign matter and free of odors.

**1.3. Periodic Cleaning Services:** (Services performed on a monthly, quarterly, annual basis) refer to Appendix B for service frequencies. Quarterly and annual services will not be included as part of the contract but will be requested at 168<sup>th</sup> expense.

**1.3.1. Periodic Hard Floor Maintenance. (Upon request not part of the Contract)** Hard floors shall be cleaned, scrubbed, sealed, polished, waxed, and stripped as required for the appropriate surface to maintain, protect and ease normal routine floor cleanings. After periodic maintenance, floor surfaces to include grout shall have a uniform, clean appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water. Periodic floor maintenance shall be performed on weekends or after normal operating hours, to ensure sealant, polish or wax are completely dry. **This cost should be included in the once-a-year deep cleaning.**

**1.3.2. Periodic Carpet Restorative Cleaning. (Upon request not part of the Contract)** Carpets shall be deep cleaned in order to remove embedded soil from carpet fibers. Deep cleaning shall employ an effective technique and/or method to address soil suspension, soil extraction and drying. After deep cleaning, the carpeted area shall show an improvement in visible appearance. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Chairs, trash receptacles, and other items shall be moved to clean carpets underneath and returned to their original location after the carpet has dried. Periodic carpet cleaning shall be performed on weekends or after normal operating hours, to ensure carpets are completely dry. **This cost should be included in the once-a-year deep cleaning.**

#### **1.4. Contractor Provided Equipment and Supplies.**

**1.4.1. Contractor-Furnished Equipment/Vehicles.** The contractor shall provide and maintain all equipment and vehicles necessary to perform the requirements of this contract. The contractor shall operate vehicles to comply with base traffic regulations. Government provided parking space should not be used for overnight parking of privately owned vehicles, trailers, snowmobiles, all-terrain vehicles or other conveyances. Contractor vehicles shall have the company name prominently displayed on both sides of the vehicle and be maintained to present a neat, professional appearance. Contractor vehicles shall be used solely for the intended purpose of performing services in this PWS during normal hours of operation.

**1.4.1.1.** All equipment used in the performance of this contract shall be in good operable condition and carry an Underwriters Laboratory (UL) listing. Equipment found to be unsafe and unable to function as designed, shall not be used in performance of this contract. The contracting officer or designated representative may inspect the contractor's equipment and vehicles at any time and direct the removal of any unsafe or unusable equipment or vehicle from the installation.

**1.4.1.2.** The contractor shall provide adequate numbers of equipment items and vehicles to effectively fulfill the scope of this contract. In addition, the contractor shall maintain or have backup capability to provide continued service in the event primary equipment or vehicles are down for extended maintenance or repairs. Equipment failure shall not alleviate the contractor from performing any requirement contained in this contract.

#### **1.4.2. Contractor Furnished Supplies.**

Plastic Trash Can Liners/Bags: Sizes: L, M, S, Suitable for the type of trash receptacle used in contracted areas.

Sealer, Floor finish, (Wax) Carpet shampoo used in annual cleaning service requirement. **Upon Request**

#### **1.5. Miscellaneous Requirements**

- Report fire hazards, conditions, and items in need of repair to the Quality Assurance Personnel (QAP).
- Turn in lost and found articles to the QAP.
- Notify QAP when unauthorized or suspicious persons are seen on the premises.
- Employees entering any facility or area after it has been secured shall enter through one door and lock the door behind them. These facilities or areas shall not be left unsecured at any time, including the period when work is being performed. Upon completing work in a facility or area, Contractor employees shall ensure all doors and windows that were secured upon their arrival are closed and secured upon their departure.

- The Contractor shall display the appropriate caution signs when cleaning floors or any other surface that might pose a risk to injury for any personnel that are present.

**2. SERVICE CONTRACT DEFICIENCIES:** The contractor's failure to provide a service required by this contract will be grounds for the State to issue a Service Deficiency Claim (SDC) to the contractor. The SDC will be provided to the contractor in writing. The contractor will advise the State, in writing, of the corrective action being taken.

If a deficiency is not corrected within the following day or 7.5 business hours from the time it is issued, the State may issue another SDC and procure, from another contractor, the services necessary to correct the problem.

If a contractor gets more than two (2) substantiated SDCs in a 30-day period or a total of five (5) substantiated SDC's in a 60-day period, it will be grounds for the State to declare the contractor in default.

**2.1. Quality Control (QC).** The contractor shall develop and maintain a quality control program to ensure custodial services are performed IAW commonly accepted commercial practices and services identified in this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-performance and continual repeat of defective service does not occur. A copy of these procedures shall be provided to the State of Alaska at the pre-performance conference.

**2.2. Quality Assurance (QA).** The State of Alaska shall inspect and evaluate the contractor's performance to ensure services are received IAW requirements set forth in this contract. The SOA shall inspect by watching actual task performance, physically checking an attribute of the completed task, checking a management information report, investigating customer complaints, conferring with facility managers, or otherwise inspecting the task or its results to determine whether or not performance meets the standards contained in this PWS.

### **2.3. Inspection Methods.**

**2.3.1. Periodic Inspections.** This method requires the SOA to employ a "spot check" style of evaluation based on the contractor's incorporated Cleaning Frequency Schedule (CFS, PWS paragraph 4.19). Periodic inspections will be conducted on a scheduled basis (daily, weekly, monthly, quarterly, semi-annual, or annually) and may be adjusted.

Any unsatisfactory inspection (defect) result shall be documented, and the Contractor shall re-perform the service within 2 hours after notification.

**2.3.2. Customer Complaints.** The Project Manager will receive and investigate complaints. The PM shall be responsible for initially validating customer complaints. The Contracting Officer shall make final determination of the validity of customer complaint(s) in cases of disagreement with the PM and the Contractor. Validated customer complaints shall be re-performed within 2 hours of notification if performance can be completed without detrimental impact on customer.

## **3.0. FURNISHED PROPERTY AND SERVICES**

**3.1. Furnished Facilities.** There is no Government furnished facilities.

**3.1.1. Janitorial Closets.** Janitorial closets may be available for use by the Contractor, without cost, for the purpose of storing materials and equipment, excluding flammable materials. The Contractor shall be required to maintain odorless and clean closets. Closets shall be free of clutter and debris. Cleaning supplies and tools shall be stored and organized in such a manner as to allow easy access and movement in closet. Closets provided for janitorial service use will be locked if locks are available. The State of Alaska will not be held liable for Contractor's stored supplies, or equipment kept in the building or janitor's closets or for the Contractor's employees' personal belongings.

**3.2. Security, Fire and Medical Services.** The Government will provide police and fire protection. In the event of a medical emergency, base ambulance service for transporting an injured employee to a local hospital is available on a cost reimbursement basis.

**3.3. Refuse Collection and Disposal.** The Contractor shall use existing bulk containers to dispose of trash or refuse generated from accomplishment of services detailed in this PWS. The trash shall be deposited in the nearest outside trash collection container and contractor shall ensure that no spills of fluids or trash remain behind.

#### 4. GENERAL

**4.1. Hours of Operation.** The contractor shall perform facility cleaning, restroom/locker room cleaning services, and periodic cleaning services in a manner to create minimum disturbance or inconvenience to the use of the facility excluding recognized holidays. The contractor is not required to perform services on Federal Holidays.

**4.1.1. Normal Base Hours.** Base hours of operation are 6:30am to 4:30pm Monday through Friday. The Contractor may find it necessary to deviate from the normal base hours of operation, to ensure timely completion of work under this PWS at no additional cost to the state.

#### 4.2. Federal Holidays.

New Year's Day - 1 January

Martin Luther King Day - 3rd Monday in January

Washington's Birthday - 3rd Monday in February

Memorial Day - last Monday in May

Independence Day - 4 July

Labor Day - 1st Monday in September

Columbus Day - 2nd Monday in October

Veteran's Day - 11 November

Thanksgiving Day - 4th Thursday in November

Christmas Day – 25 December

If these holidays fall on Saturday, the preceding Friday will be observed. If these holidays fall on Sunday, the following Monday will be observed. If a holiday falls on a scheduled service day, the Contractor shall be responsible for rescheduling services for the first day post the holiday observance.

A copy of the current State calendar can be provided by the Program Manager or downloaded at the following website: <http://doa.alaska.gov/calendar/>.

**4.3. Base Closures.** Work scheduled but not accomplished because of base closure, due to weather, exercises, or actual alert, will be accomplished as soon as possible after reopening the base.

**4.4. Performance of Services during Crisis Declared by the National Command Authority or Overseas Combatant Commander.** According to Department of Defense Instruction (DoDI) 3020.37, Continuation of Essential DoD Contractor Services During Crises, and the Air Force implementation thereof, unless otherwise directed by an authorized government representative, it is determined that Custodial Services requirements under this PWS are essential to be performed during a crisis.

**4.5. Contractor/Employee Base Pass and Identification, Special Clearances and Vehicle Passes.** The contractor shall comply with all requirements and procedures IAW FAR 5353.242-9000, Contractor Access to Air Force Installations. All documentation shall be submitted at the pre-performance conference.

**4.6. Cleaning and Restroom Supplies.** The contractor shall furnish a listing of all cleaning and restroom supplies utilized during the contract period to the contracting officer not later than the pre-performance conference for approval by the Contracting Officer. After approval, any new cleaning supplies added to the contract will need approval before being used on the installation. The cleaning inventory supply list shall contain the following information:

Product name

Manufacturer

Item use

Disposal procedures if material remains after usage

Storage of item

The contractor shall be responsible for the proper disposal of all their cleaning supplies.

A material safety data sheet (MSDS) shall also be provided for each cleaning and restroom supply item and employees will be trained, by the contractor, on the proper use and disposal of each item. All cleaning supplies shall be non-flammable.

NOTE: Products containing chlorofluorocarbons (CFC's) or ozone depleting substances shall not be allowed or approved for use. Products containing phenolic compounds, such as "Lysol" shall not be allowed or approved for use in Child Development Centers.

**4.6.1. Hazardous Material Identification.** Safety Data Sheets (SDS) are required as specified in the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract) for any other material designated by a government technical representative as potentially hazardous and requiring safety controls. SDSs must be submitted by the Contractor upon contract award. Failure to provide SDSs or certificate when requested could result in the Contractor being considered non-responsive and result in termination of the contract. The Contractor shall provide an inventory of materials being brought onto Eielson AFB. A copy of the inventory list shall be furnished to the Contracting Officer, HazMat Pharmacy and 168 CES. If applicable, SDSs will be readily available to personnel working with hazardous materials.

**4.7. Hazmat.** The government (HAZMART personnel) will inventory all chemicals that the Contractor brings on to Eielson AFB or any property under the control of Eielson AFB. Any products that meet the criteria of "Hazardous Waste" must be bar coded and tracked until permanently removed from government property. The inventory will be performed prior to commencement of work. Criteria for identifying hazardous waste, is contained in Subpart C 40 CFR.

**4.7.1 Spill Response.** The Contractor will be briefed on Eielson AFB spill response procedures at the pre-performance conference. The Contractor is responsible to report and promptly cleanup all spills in a manner consistent with current environmental regulations, if it is necessary to utilize government material, equipment, or personnel to clean up a Contractor caused spill, the Contractor shall be required to reimburse the government for all associated costs.

**4.8. Hazardous Material/ Waste Management.** The Contractor will be briefed on Eielson Air Force Base Hazardous Material / Waste Management Plan at the pre-performance conference.

**4.9 Hazardous Material Handling.** The Contractor shall supply an inventory of all materials brought on to Eielson AFB. The inventory shall include product, the SDS number, quantity and be updated every 90 days. A copy of the inventory shall be provided to the Contracting Officer, HazMat Pharmacy and 168 CES. The purpose of the inventory is to provide information to Eielson AFB for Emergency Planning and Community Right-to-Know Act (EPCRA) reporting.

**4.10 Traffic Laws.** The Contractor and its employees shall comply with base traffic regulations.

**4.11. Weapons, Firearms, and Ammunition.** Contractor employees are prohibited from possessing weapons, firearms, or ammunition, on themselves or within their Contractor-owned or privately owned vehicle while on Elmendorf Air Force Base.

**4.12. For Official Use Only (FOUO).** The Contractor shall comply with DOD 5400-7-R, Chapter 4, DoD Freedom of Information Act (FOIA) Program requirements. This regulation sets policy and procedures for the disclosure of records to the public and for marking, handling, transmitting, and safeguarding FOUO material.

**4.13. Reporting Requirements.** Contractor personnel shall report to an appropriate authority any information or circumstances of which they are aware may pose a threat to the security of DOD personnel, Contractor personnel, resources, and classified or unclassified defense information.

**4.14. Physical Security.** The Contractor shall be responsible for safeguarding all government property and controlled forms provided for Contractor use. At the end of each work period, all government facilities, equipment, and materials shall be secured.

**4.16. Contract Site Supervisor.** The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate(s) who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract SS or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract SS must also be available to meet with the Project Manager within one hour on any valid customer complaint or discrepancy. Contractor must re-accomplish or re-perform missed or unacceptable services within two hours of notification. The contract manager and alternate(s) must be able to read, write, speak, and understand the English language.

**4.17. Personnel.** Contractor personnel shall present a neat appearance. Contractor personnel shall be easily recognizable while on the installation in conjunction with this contract. This shall be accomplished through the wear of distinctive clothing, vests, overcoats, or hats, bearing the company name or logo. The coloring or design of the items selected should be such that identifies personnel easily and quickly for reasons of safety and personal protection.

The government is authorized to restrict the employment under the contract of any Contractor employee or prospective Contractor employee, who is identified as a potential threat to the health, safety, security, general wellbeing, or operational mission of the installation and its population.

**4.18. Key Control.** The Contractor shall establish and implement methods of making sure all keys/combinations issued to the Contractor by the state are not lost or misplaced and are not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the government. The Contractor shall immediately report to the Project Manager or Contracting Officer any occurrences of lost or duplicated keys. In the event keys, other than master keys, are lost or duplicated, the Contractor may be required, upon written direction of the Contracting Officer, to re-key or replace the affected lock or locks without cost to the State of Alaska. The SOA may, however, at its option, replace the affected lock or locks or perform re-keying and deduct the cost of such from the monthly payment due the Contractor.

**4.19. Schedules.** The contractor shall perform services between the hours of 7:00 a.m. to 16:00 pm, Monday through Friday. Contractors work supervisor will be required to complete every other week work inspection quality control report at the end of each two-week period. The report format will need to be Microsoft excel. The design and cost of printing of the report is the responsibility of the contractor. The report will include the following: Day, month, and services performed. Contractor may not use Government property or supplies to fulfill this obligation. If contractor is found using State or Federal property to fulfill any part of this contract, it will be ground for contract termination.

**4.19.1** One-time (non-permanent) schedule changes due to customer requests or base exercises shall be submitted to the Project Manager and do not require Contracting Officer approval.

**4.20. Contract Modifications.**

**4.20.1. Existing Facility Floor Plan Changes.** Modifications for a price increase or decrease to the contract shall only be made when the overall identified “cleaning area” square footage, as identified in Appendix B - Technical Exhibit (TE-1) of a facility increases or decreases or a frequency of cleaning service changes.

**4.20.2. New Facility and/or New Facility Addition.** Modifications for a price increase to the contract shall only be made when a new facility or addition is officially added to the contract and identified in Appendix A and, Appendix B - Technical Exhibit 1 (TE-1) with all information agreed upon. Modification unit pricing shall be implemented as identified in paragraph 4.20.3, below.

**4.20.6. Cancellation of contract:** The State of Alaska reserves the right to cancel the contract immediately for any breach of contract. The State reserves the right to cancel the contract if the State quits or surrenders the premises for any reason, by providing the contractor with a thirty (30) day advance written notice. Cancellation shall be made immediate if for any reason the premises become temporarily or permanently untenable. If temporarily untenable, once the premises are again usable, the PM shall so notify the contractor and the janitorial services shall resume as though no disruption had occurred, except that payment shall be adjusted to reflect services not performed.

## Appendix A

<b>GENERAL SPECIFICATION FOR CUSTODIAL SERVICES CONTRACT</b>	
<b><u>Work Areas Included</u></b>	
<b>Common use areas:</b>	
<ol style="list-style-type: none"> <li><b>1. Restrooms/Locker Rooms/Shower Rooms</b></li> <li><b>2. Corridors/Hallways</b></li> <li><b>3. Classrooms/Conference Rooms/Training Rooms</b></li> <li><b>4. Public areas i.e. Foyers, Lobbies, Entryways &amp; Break Rooms</b></li> </ol>	
Sweep Floors	Every other week
Mop Floors	Once a month
Strip/Wax Floors	Once a year – upon a mutually agreed date.
Vacuum Carpet	Every other week
Shampoo Carpet	Once a year – upon a mutually agreed date.
Trash Collection/Remail (Centralized Locations)	Twice weekly.
* Resupply Restrooms	Twice weekly.
*Clean Drinking Fountains	Once weekly.
*Clean Walls/Partitions	Every other week
*Sweep/Damp Mop Floors	Every other week
*Clean/Disinfect Restrooms	Twice weekly.
*Descale Toilets & Urinals	Twice weekly.
*Remove Trash	Twice weekly.
*Clean Mirror Glass	Once weekly

**Appendix B**

## Bldg. Numbers &amp; Estimated Square Footages

<b>Facility</b>	<b>Activity</b>	<b>Square Footage</b>	<b>Service Days</b>
1168	MX Fab Shop	1,602	See Appendix A
1171	Fuel Systems MX	760	See Appendix A
1176E	MX Hangar	3,286	See Appendix A
1176W	MX Hangar	4,397	See Appendix A
3127	HQ (1 <sup>st</sup> level)	2,310	See Appendix A
3127	HQ (2 <sup>nd</sup> level)	2,436	See Appendix A
3127	HQ (3 <sup>rd</sup> level)	4,825	See Appendix A
3129	Ops	5,981	See Appendix A
3130	Supply	3,073	See Appendix A
3133	Vehicle MX	960	See Appendix A
3134	Security Forces	2,991	See Appendix A
3180	COMM	1,833	See Appendix A
3225	CE (1 <sup>st</sup> level)	2,798	See Appendix A
3225	CE (2 <sup>nd</sup> level)	1,125	See Appendix A
3345	MED Group	730	See Appendix A
1120	ND1	2,437	See Appendix A

**TOTAL 41,544**

## **SEC. 2.11 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

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

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

## **SEC. 2.12 CONTINUING OBLIGATION OF CONTRACTOR**

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

## **SEC. 2.13 CONTRACT PRICE ADJUSTMENTS**

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

**Consumer Price Index (CPI):** Contract prices will remain firm through January 23, 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.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June 2023) (depends on the timing, may be HALF2 for July-December); and each HALF1 (or HALF2) 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. 2.14 INFORMAL DEBRIEFING**

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the contractor.

## SEC. 2.15 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

## SEC. 2.16 INSURANCE

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

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

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

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

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

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

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

Invoices must be billed to the ordering agency's address shown on the individual Contract Award. The state will make payment after it receives the services and the invoice. Questions concerning payment must be addressed to the ordering agency.

### **SEC. 3.02 PAYMENT FOR STATE PURCHASES**

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

Any single contract payments of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

### **SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED**

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

## SECTION 4. EVALUATION AND CONTRACTOR SELECTION

### SEC. 4.01 EVALUATION OF BIDS

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

### SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

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

### SEC. 4.03 ALASKA BIDDER PREFERENCE

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

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

#### Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming

the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

#### **SEC. 4.04 ALASKA VETERAN PREFERENCE**

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

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

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

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

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

#### **SEC. 4.05 EMPLOYMENT PROGRAM PREFERENCE**

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

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

#### **SEC. 4.06 ALASKANS WITH DISABILITIES PREFERENCE**

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

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

#### **SEC. 4.07 PREFERENCE QUALIFICATION LETTER**

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

**SEC. 4.08 EXTENSION OF PRICES**

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

**SEC. 4.09 METHOD OF AWARD**

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

**SEC. 4.10 CONTRACTOR SELECTION PROCESS**

Once the contracts are established this selection process will be used. When the state needs security services the lowest priced contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the needed service, the state will contact the next lowest priced contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For instance, if a there was a need to transport a person from Anchorage to Fairbanks and then guard the person for two days in Fairbanks, the agency would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

**SEC. 4.11 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 procurement the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

**SEC. 5.15 DISPUTES**

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

**SEC. 5.16 SEVERABILITY**

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

**SEC. 5.17 CONTRACT CANCELLATION**

The state reserves the right to cancel the contract at its convenience upon 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 contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

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

## SEC. 5.22 PROTEST

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

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

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

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

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

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

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

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

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

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

## **SECTION 6. ATTACHMENTS**

### **SEC. 6.01 ATTACHMENTS**

- 1) Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013
- 2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- 3) Mandatory Antiterrorism
- 4) Alaska Bidder Preference Certification
- 5) Bid Schedule
- 6) Bidder's Checklist (Not required in bid)
- 7) Contract Sample (Not required in bid)
- 8) Checklist Template (Not required in bid)
- 9) Maps (15 pages)

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**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.

**Section 805. Drug-Free workplace.**

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

**Section 806. Environmental Protection.**

- A.** The contractor and all parties, under this contract, agree that its performance under this Agreement shall comply with:
- i.** The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
  - ii.** Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
  - iii.** The Resources Conservation and Recovery Act (RCRA);
  - iv.** The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
  - v.** The National Environmental Policy Act (NEPA);
  - vi.** The Solid Waste Disposal Act (SWDA));
  - vii.** The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
  - viii.** To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
- B.** In accordance with the EPA rules, the party further agrees to also identify to the awarding agency (*State of Alaska \ Department of Military and Veterans Affairs \ Facilities Management Office*) any impact this award may have on:
- i.** The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
  - ii.** Flood-prone areas and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
  - iii.** Coastal zones and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
  - iv.** Coastal barriers and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
  - v.** Any existing or proposed component of the National Wild and Scenic Rivers System and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

- vi. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

**Section 807. Use of United States Flag Carriers.**

- A.** The contractor and the parties involved, under this contract, agree that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
- B.** The contractor and the parties involved, under this contract, agree that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

**Section 808. Debarment and Suspension.**

This contract and the parties involved will comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR Part 180, as implemented by the DoD in 2 CFR Part 1125. The State agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the State enters 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](http://www.sam.gov) Internet site.
- ii.** Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- iii.** Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a.** A Governmental organization, which is a State, local government, or Indian Tribe;
  - b.** A foreign public entity;
  - c.** A domestic or foreign nonprofit organization;

- d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- iv. Sub-award:
- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, ``Audits of States, Local Governments, and Non-Profit Organizations’’).
  - c. A sub-award may be provided through any legal agreement, including an agreement that you consider a contract.
- v. Sub-recipient means an entity that:
- a. Receives a sub-award from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the sub-award.

#### **Section 814. Reporting Sub-awards and Executive Compensation**

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

##### **A. Reporting of first-tier sub-awards**

- i. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).
- ii. Where and when to report.
  - a. You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrs.gov>.
  - b. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2012, the obligation must be reported by no later than December 31, 2012).
- iii. What to report. You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

##### **B. Reporting Total Compensation of Recipient Executives.**

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

### **C. Reporting of Total Compensation of Sub-recipient Executives**

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



- f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**Contractor Acknowledgement and Acceptance:**

**Contractor Business:** \_\_\_\_\_

**Entity Name:** \_\_\_\_\_

**Signature/Authorized Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*\*END OF ATTACHMENT 1\*\***

**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
- (2) excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Printed Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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\*\***

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**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 Annual Antiterrorism Training Certificate before receiving a contract in the performance of the work.

Each individual working on site is required to complete Level I AT Awareness Training which is free and available 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**  
**AS 36.30.321(A) / AS 36.30.990(2)**

**BUSINESS NAME:** \_\_\_\_\_

<b>Alaska Bidder Preference:</b> Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Alaska Veteran Preference:</b> Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
<b>1.</b> _____	<b>2.</b> _____
<b>3.</b> _____	<b>4.</b> _____
<b>5.</b> _____	<b>6.</b> _____

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

**If the procuring agency is unable to verify a response, the preference may not be applied.** Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

**Alaska Bidder Preference Questions:**

1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?  
 YES  NO

If YES, enter your current **Alaska business license number:** \_\_\_\_\_

2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?  
 YES  NO

3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?  
 YES  NO

If YES, please complete the following information:

**A. Place of Business**

Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 ZIP: \_\_\_\_\_

“**Place of business**” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

YES       NO

**B.** The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

- 1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?  
 YES       NO
- 2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?  
 YES       NO
- 3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?  
 YES       NO
- 4) Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?  
 YES       NO

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

**A. Incorporated or qualified to do business under the laws of the state?**

YES       NO

If YES, enter your current **Alaska corporate entity number**: \_\_\_\_\_

**B. A sole proprietorship AND the proprietor is a resident of the state?**

YES       NO

**C. A limited liability company organized under AS 10.50 AND all members are residents of the state?**

YES       NO

Please identify each member by name: \_\_\_\_\_

**D. A partnership under former AS 32.05, AS 32.06, or AS 32.11 AND all partners are residents of the state?**

YES       NO

Please identify each member by name: \_\_\_\_\_

**Alaska Veteran Preference Questions:**

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

- A. A **sole proprietorship** owned by an Alaska veteran?  
 YES       NO
- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?  
 YES       NO
- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?  
 YES       NO
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?  
 YES       NO

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

YES       NO

**SIGNATURE**

By signature below, I certify under penalty of law that I am an authorized representative of \_\_\_\_\_ and all information on this form is true and correct to the best of my knowledge.

Printed Name

Title

Date

Signature

**\*\*END ATTACHMENT 4\*\***

**ATTACHMENT 5**  
**BID SCHEDULE**

The Bid Schedule for a twelve-month period is based on current estimated service requirements. **Bidders must complete and submit this Bid Schedule for their bid to be considered responsive.** Award will be made to the lowest responsive and responsible bidder based on total cost below for all estimated services.

This file is also available from the Procurement Officer upon registration for updates and amendments. **Some buildings have multiple floors, consult each plan for building number.**

ITEM No.	BUILDING NUMBER	SQUARE FOOTAGE	MONTHLY COST
1.	1120	2,437	\$
2.	1168	1,602	\$
3.	1171	760	\$
4.	1176 (E & W)	7,683	\$
5.	3127 (3 Levels)	9,571	\$
6.	3129	5,981	\$
7.	3130	3,073	\$
8.	3133	960	\$
9.	3134	2,991	\$
10.	3180	1,833	\$
11.	3225 (2 Levels)	3,923	\$
12.	3345	730	\$
<b>Once a Year Deep Clean</b>			\$
<b>Total for 12 Locations: And 1 (one) Deep Clean per Year</b>		<b>41,544</b>	\$
<b>YEARLY COST INCLUDING ONE DEEP CLEAN</b>		<b>Month x 12 + Deep Clean =</b>	\$

Business Name: _____	Authorize Representative
Business Address: _____	Title: _____
Phone: _____	Name of Authorized Representative: _____
Email Address: _____	Signature: _____
Date: _____	

**\*\*END OF ATTACHMENT 5\*\***

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**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 ITB no later than the Deadline for Receipt of Quotes.**

**A. The following items are required to be completed and returned by the bidder with their quote.**

- 1. A completed Page 1 of this ITB, **and**
- 2. A completed Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013 (Attachment 1 to this RFQ), **and**
- 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 ITB), **and**
- 5. A completed Bid Schedule (Attachment 5 to this ITB), **and**
- 6. Any Mandatory Return Amendment(s) to this ITB 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 ITB).
- 2. A Copy of the Certification Letter from the Department of Labor and Workforce Development, Division of Vocational Rehabilitation, if claiming the Employment Program or Alaskans with Disabilities preference.

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\*\***

**ATTACHMENT 7**

**Checklist Template**

Building # \_\_\_\_\_ Time In \_\_\_\_\_ Time Out \_\_\_\_\_

Checklist Completed By: \_\_\_\_\_

Activity	Completed By	Notes*
Trash removal in common areas and restroom/locker rooms.		
Clean toilets and urinals in restroom/locker rooms.		
Clean partitions in restroom/locker rooms.		
Clean sink and fixtures in restrooms/locker rooms.		
Clean mirrors in restroom/locker rooms.		
Clean shower stalls and fixtures in restroom/locker rooms.		
Clean drinking fountains in common areas.		
Vacuum entryway rugs and floor mats in common areas.		
Mop restroom and shower room floors in restroom/locker rooms.		
Mop shower stall floors in restroom/locker rooms.		
Sweep hallways in common areas.		
Dry mop lunchroom floors in common areas.		
Vacuum floors once a week.		
Vacuum floors in common areas.		
Sweep stairwells.		

Spot clean carpets in common areas.		
Clean lobby glass, enclosures, doors, and windows in common areas.		
Dust in common areas		
Wet mop and buff non-carpeted areas in common areas		

*\*\*For tasks not completed weekly, indicate completion only on days they are scheduled for completion.*

**\*\*END OF ATTACHMENT 7\*\***

**ATTACHMENT 8 – Informational Purpose Only**

**(a) STANDARD CONTRACT FORM**

**Goods and Non-Professional Services**

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
8. Department of	Division	hereafter the State, and	
9. Contractor			hereafter the Contractor
Mailing Address	Street or P.O. Box	City	State ZIP+4

10.	
<b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.	
<b>ARTICLE 2. Performance of Contract:</b>	
2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.	
2.2 Appendix B sets forth the liability and insurance provisions of this contract.	
2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.	
<b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.	
11. Department of	Attention: Division of
Mailing Address	Attention:

<b>12. CONTRACTOR</b>	<b>13. CONTRACTING AGENCY</b>
Name of Firm	Department/Division
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer
Date	Date

APPENDIX A

SECTION 7. GENERAL CONDITIONS

**1. Inspections and Reports:**

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

**2. Suitable Materials, Etc.:**

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

**3. 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

**4. 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.

**5. No Assignment or Delegation:**

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

**6. No Additional Work or Material:**

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

**7. Independent Contractor:**

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

**8. Payment of Taxes:**

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

**9. Compliance:**

In the performance of this contract, 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.

**10. Conflicting Provisions:**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

**11. Officials Not to Benefit:**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

**12. Contract Prices:**

Contract prices 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 for services must be 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.

**13. Contract Funding:**

Contractors 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.

**14. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, 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.

**15. Contract Extension:**

Unless otherwise provided, the State and the 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.

**16. Severability:**

If any provision of the contract is 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.

**17. Continuing Obligation of Contractor:**

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

**18. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**\*\*END OF ATTACHMENT 8\*\***

SAMPLE