

STATE OF ALASKA INVITATION TO BID (ITB)



KOTZEBUE READINESS CENTER JANITORIAL SERVICES

ITB 240000017

DECEMBER 20, 2023

THE STATE OF ALASKA, DEPARTMENT OF MILITARY AND VETERANS AFFAIRS, ALASKA ARMY NATIONAL GUARD FACILITIES MANAGEMENT OFFICE IS SEEKING COMPETITIVE BIDS FOR JANITORIAL SERVICES LOCATED AT KOTZEBUE READINESS CENTER, KOTZEBUE, 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.

Jannah Cayetano Procurement Officer	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
Phone: (907) 428-7222	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: MvaDasProcurement@alaska.gov	_____ 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, Alaska Army National Guard, Facilities Management Office is soliciting bids for weekly janitorial services for Kotzebue Readiness Center located in Kotzebue, Alaska.

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 MANDATORY 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.

A mandatory site inspection will be held on January 3RD, 2024, at 605 Third Avenue Kotzebue, Alaska 99572 at the main lobby of the building. The purpose of the walkthrough is to discuss the work to be performed with prospective bidders. Bidders should read the ITB in full and come to the meeting prepared to discuss any questions or concerns. Attendees for the site visit will need to contact Gavin Fairbanks at Gavin.Fairbanks@alaska.gov or by phone at 907-428-7187 so that arrangements can be made for base access. Attendees will be required to provide a valid identification card, proof of vehicle registration and insurance. Attendees should register with Gavin Fairbanks **five (5) days** prior to the scheduled site visit.

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: 240000017
ITB Title: Kotzebue Readiness Center Janitorial Services

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

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

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

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

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

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

It is the bidder's responsibility to contact the issuing agency at 907-428-7222 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

1. 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.
2. 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 PRE-BID CONFERENCE

A pre-bid conference will be held at 10:00 A.M., Alaska Time, on January 8, 2024, in the B216 conference room on the second floor of the Alaska National Guard Armory.

49000 Army Guard Road
SUITE B216
Joint Base Elmendorf-Richardson, Alaska, 99505

The purpose of the conference is to discuss the work to be performed with prospective bidders and allow them to ask questions concerning the ITB. Bidders should read the ITB in full and come to the meeting prepared to discuss any questions or concerns.

Bidders who have access to Joint Base Elmendorf-Richardson may attend the pre-bid conference in person at their discretion. The Procurement Officer **will not** arrange or otherwise provide base access to individuals who do not already have base access to Joint Base Elmendorf-Richardson.

Bidders who are unable to obtain a base pass or access to Joint Base Elmendorf-Richardson by the date and time of the pre-bid conference listed in this ITB must contact the Procurement Officer to obtain an e-mail invitation link to the virtual-online via Microsoft Teams.

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

SEC. 1.11 ASSISTANCE TO BIDDERS WITH A DISABILITY

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

SEC. 1.12 AMENDMENTS TO BIDS

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

SEC. 1.13 AMENDMENTS TO THE ITB

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

SEC. 1.14 ITB SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / ITB Released	N/A	December 20, 2023
Pre-Bid Conference	10:00 A.M.	January 8, 2024
Anticipated Mandatory Site Visit	TBD	Week of January 1, 2024
Deadline for Receipt of Bids / Bid Due Date	2:00 P.M.	January 11, 2024
Anticipated Bid Evaluations Complete	N/A	Week of January 15, 2024
Anticipated Notice of Intent to Award	N/A	Week of January 15, 2024
Anticipated Contract Issued	N/A	Week of January 29, 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. 1.15 ALTERNATE BIDS

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

SEC. 1.16 SUPPORTING INFORMATION

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

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

SEC. 1.17 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer

to meet all the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award, approximately January 29, 2024, through January 28, 2026, with the option to renew for three (3) additional 1-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

SEC. 2.02 CONTRACT ADMINISTRATION

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

SEC. 2.03 CONTRACT FUNDING

Department of Military and Veterans Affairs, Alaska Army National Guard Facilities Management Office (FMO) estimates a budget of forty-thousand dollars (\$40,000.00) per contract year for a total of two-hundred-thousand dollars (\$200,000.00) for all contract terms. Bids priced at more than two-hundred-twenty-thousand dollars (\$220,000.00) will be considered non-responsive.

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

SEC. 2.04 CONTRACT EXTENSION

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

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.06 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed and managed in Kotzebue Readiness Center at 605 Third Avenue Kotzebue, Alaska 99572.

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 Kotzebue Readiness Center. 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

SPECIFICATIONS

GENERAL CONDITIONS.

Scope: The contractor must furnish all labor, supervision, materials, supplies, tools, and equipment to satisfactorily perform the services required by this ITB. Contractor must comply with all applicable Federal and State labor, wage and hour, safety and associated laws which have a bearing on the services provided. (All equipment required to perform this contract must be contractor owned. Scaffolding may be rented on an as needed basis or seasonal need.)

CONTRACT START-UP MEETING

Prior to beginning any work on the contract, the Contractor will meet with the Program Manager at a mutually agreed time and location. Purpose of the meeting will be to discuss the Contractor and State's expectations, review the scope of services, and exchange contact information. May be determined between a contracted vendor and Project Manager to schedule a teleconference if meeting in person does not work for either party. At the start-up meeting the:

Contractor must provide:

- A copy of Quality Control procedures;
- A list of all cleaning and restroom supplies that will be used during the contract to include product name, manufacturer, and item use;
- MSDS's on all chemicals that will be used during the contract; and
- An annual schedule for services.

State will provide:

- Any key(s) or security access code(s) that may be required for the Contractor to access the facility or area(s) within the facility;
- Any information that may affect the Contractor's schedule or ability to provide required services, i.e., incident management activities, training, etc.

PERFORMANCE REQUIREMENTS:

1. **WORK SCHEDULE:** Services are to be performed between the hours of 8:30am and 4:00pm Alaska Time five (5) days a week (Monday-Friday) for area one (1) and two (2) days a week (Mondays and Thursdays) for areas three (3) and four (4). Call out for area two (2). For areas three (3) and four (4), if a service day falls on a holiday, services shall be performed generally on the next DMVA working day, it may be necessary to perform the work the working day before the holiday. The contractor will coordinate a schedule of frequency and time of service with the Project Manager (PM) for other services such as stripping, waxing and carpet cleaning. In the event it is necessary for the State to change the schedule for any or all of the services under this contract, after notification the contractor will have seven calendar days to have the new schedule in effect. At the start of the contract, the contractor will provide the number of man hours and employees that are needed to perform the daily and weekly services for each building, this will determine the schedule that will be used and approved by the PM. Service Area 1 (Court) will require the contractor to schedule cleaning service times with the Court representative. The Contractor shall perform janitorial services in a manner to create minimum disturbance or inconvenience to the use of the facility or State staff.
2. **MANAGER, EMPLOYEES & SUPERVISION:** The contractor shall assign a full-time manager who shall be available daily for communication and coordination with the PM for custodial functions and will be available to respond to the contract site(s) for quality control/corrections. The manager shall have full authority to act for the contractor in all matters relative to the performance of this contract. The contractor shall be responsible for the conduct and performance of all contract employees while on the premises. Any employee whose conduct is objectionable or who does not meet qualifications set forth in the contract may be immediately removed or barred from the premises. Additionally, the contract manager is responsible for enforcing the following guidelines:
 - Contract employees appearing to be under the influence of alcohol or drugs shall not be permitted on premises.
 - Contract employees shall not use or tamper with office machines, computers, equipment or personal property at any time.
 - Contract employees shall not open desks, cabinets, or other furniture at any time.

- Contract employees shall not use the Department of Military & Veterans Affairs telephones, copiers or fax machines for personal use at any time.
- Contract employees on work programs will require supervision on a 2-1 ratio (2 employees to 1 supervisor).

Business solicitations from contractor or contract employees from building occupants is not allowed during the performance of this contract. This also prohibits notes or advertisements posted in the facilities or grounds.

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

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

- Lights shall be used only in areas where and at the time work is actually being performed. Lights shall be turned off after room is cleaned.
 - The workers shall not adjust mechanical equipment, controls for heating, ventilation and air conditioning systems.
 - Water faucets or valves shall be turned off after the required usage has been accomplished.
 - Exterior doors and windows will not be propped open.
3. **PRESENCE OF NON-EMPLOYEES:** Contractor shall not allow persons that are not employees, Minors, including family members of the Contractor and employees on the Project site during contract work hours and are prohibited from performing any work under this contract.
 4. **COMMUNICATION:** At least one person who can speak, read and write English fluently shall be present at all times during scheduled services.
 5. **SECURITY CHECKS AND TRAINING:** For security reasons, the Department of Military and Veterans Affairs may require identification, fingerprints, and conduct investigations of the successful bidder's and their employees performing work on any contract resulting from this solicitation. By their signature on the bid submitted in response to this solicitation the bidder agrees to provide any requested information, to include Social Security Numbers, on any employee, and to cooperate fully with DMVA in any background check/investigation and training/certification requirements.
 6. **SAFETY & SAFETY DATA SHEETS (SDS):** In accordance with Federal, State and Local requirements, the contractor shall acquire, file, and maintain up-to-date records pertaining to Safety Data Sheets (SDS) for substances and products used by the contractor in performance of any contract awarded from this solicitation. The contractor shall assume full responsibility for conformance with the law in regard to the contractor's employees. The PM or other authorized person may request and/or inspect the contractor's files on products being used in performance of work awarded from this solicitation. A current, up-to-date binder will be kept on site in each storage area throughout the duration of the contract.

The Contractor and employees will be familiar with and operate within guidelines set forth by the Occupational Safety and Health Act and all other Federal, State and local laws/regulations that apply.

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

7. **DAMAGE:** Contractor is liable for any damage to the property caused by the contractor, contractor's employees including but not limited to building structures, contents, or personal property. Any incident shall be reported within 1 hour of the incident to the facilities representative and the PM.
8. **LOSS OF KEYS:** Special emphasis is placed on key control. If keys are issued, the Contractor is required to sign for all keys. All keys are to be obtained from the Facility Commander or an authorized representative, and to be returned upon completion of this Contract and/or task. No duplications are to be made; in the event of lost keys, contact the Facility Commander for replacements. Lost keys may be grounds for immediate termination of contract. At minimum replacement and re-keying charges will be paid by the contractor. The contractor's failure to pay for these services may interfere with payment for services that were rendered.
9. **INSPECTION OF WORK:** The Contractor or Contractors Designee shall upon notification by the PM be present at the contract site to conduct an inspection with the agency's representative. Inspections with the PM may take place anytime and at the sole discretion of the Contracting Agency.
10. **DEFICIENT WORK:** The PM will work with the contractor to resolve matters of deficiency by contacting the contractor and/or issuing a *Deficient Work Notification*. The contractor will correct any deficiency by the required time as noted in the Deficient Work Notification, at the sole discretion of the PM, an acceptable, alternate time. If the Contractor fails to appear for an inspection or a deficiency is not corrected within the stated period of time, the PM contact may hire another janitorial service to correct the deficiency and deduct that cost from the next payment due under the contract.
If the contractor fails to correct the deficiency within the required time, this will be considered a valid deficiency claim and the PM will submit the Deficient Work Notification to the procurement office. The procurement office will issue a Cure Letter. This letter must identify the problem(s), citing relevant contract language and any corrective action required. This letter must also list the consequences for failing to correct the problem(s) and set a deadline after which the contractor may be found in default if corrective action is not taken.
If a contractor is issued more than two cure letters in a 30-day period for the same deficiency, it will be grounds for the procurement officer to find the contractor in default and cancel the contract.
11. **BUILDING SECURITY:** As instructed by the PM or the facilities representative, the contractor shall turn off all designated lighting and lock doors and windows each workday. Contractor shall be briefed by the contracting agency or a representative on the security protocols including key control for the facility(s) that are serviced under this contract.
12. **RESTRICTED AREAS AND EXCEPTIONS:** The Contractor may not have access to some areas requiring special attention. For example, access to some data processing/ telecommunication/computer areas may be limited to authorize personnel only. Some areas may be restricted from janitorial personnel during specific time frames and daily services in these spaces must be performed between specific hours

as scheduled by the user agency occupants. Other spaces may require that the doors be immediately locked after completion of the janitorial services for that area.

- 13. SUPPLIES AND EQUIPMENT:** The contractor will provide and maintain all equipment, labor, and supplies required to complete the work as specified in the contract. At all times, the contractor shall store enough consumable supplies at the site(s) to last a minimum of 3 weeks for a fully occupied building(s), all consumable supplies in the facility(s) supplied by contractor are considered property of the State. Supplies to be provided within 5 working day of start of contract.

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

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 Program Manager, Procurement 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. The Contractor shall provide adequate numbers of equipment items 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 is down for extended maintenance or repairs. Equipment failure shall not alleviate the Contractor from performing any requirement contained in this contract.

- 14. LIGHT BULBS & Fixtures** any defective fixtures shall be reported via email to the PM by the following business day.

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

- 15. PRODUCT QUALITY:** Products quality must meet or exceed the following samples.

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

- 16. SUPPLIES AND EQUIPMENT STORAGE:** The contractor will supply all equipment needed to complete the duties and requirements outlined herein. The equipment must be kept clean and maintained in good operating condition and in sufficient quantities and sizes to adequately perform all services.

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

- 17. Billings & Invoices:** The contractor shall submit by the 10th of the following month an itemized invoice for services rendered and the Bulb Report for the previous month by facility and location, contractor can email invoice and the report to mvafmocontracts@alaska.gov which is the preferred method or by mail to Department of Military & Veterans Affairs, Facility Management Office, P.O. Box 5800, Fort Richardson, Alaska 99505-0549. Any questions pertaining to payments must be addressed to this office.

SCOPE OF SERVICES:

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

Trash shall not be left in custodial closets or other areas overnight. In the event a spill occurs, the contractor is responsible for removing stains and spots on all surfaces, these surfaces include but are not limited to carpet, tile, concrete, and any other hard surfaces.
- 4. VACUUMING:** High traffic carpeted areas will be vacuumed thoroughly **each service** other areas will be spot vacuumed, all areas will be cleaned utilizing a vacuum with a beater brush (back pack or hose type vacuum can be used on stairs, furniture and areas not accessible with a beater brush type vacuum). All carpeted areas are to be thoroughly vacuumed **once a week**. This includes but is not limited to under desks, behind doors and in corners. Upon completion all carpeted areas and furniture shall be neat, clean, free of debris, and have a uniform professional appearance.
- 5. CARPET, FABRIC AND CERAMIC TILE CLEANING: CARPETS/FABRIC:** Carpets and fabric portions of furniture shall have a uniform appearance at all times, spots, stains and signs of heavy traffic/use shall be removed as they occur utilizing the manufacturers recommended methods; if stains wick through multiple cleanings will be required until the spots are removed. Deep clean steaming or shampooing will be performed on all carpets and fabric furniture a minimum of **once every six months**. Areas to be cleaned include but are not limited to under desks, along baseboards, in corners and behind doors.

CERAMIC TILE FLOORS: Tile (non-waxed) Floors shall be machine scrubbed when needed to maintain a clean and uniform appearance of the tiles and grout.

- 6. SWEEPING AND MOPPING:** All non-carpeted floors shall be swept and mopped **each service** with a properly mixed solution that will not be harmful to a wax finish. After the floor has been swept, the entire floor surface,

including corners, shall be free of litter, dust, foreign objects or debris. All accessible areas shall be mopped including chair mats. Trash receptacles, other items, etc. shall be moved to mop underneath, floor mats shall not be placed back on floor until it is dry. After mopping, the floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue, or any evidence of soil.

7. BUFFING: All coated floors will be polished (unless floor type or manufacturer specifications direct otherwise) with a high speed buffer (minimum 1500 RPM) to remove traffic marks and maintain luster of coatings once a week or more often if needed (contractor may need to add more wax to floor in order to maintain luster).

8. HARD FLOORS: All Hard floors (non-ceramic) will be maintained according to the type of flooring and/or manufacturer's specifications and frequency schedule in Section 20 (unless manufacturer's specifications direct otherwise). For waxed floors contractor shall use a high quality non-skid wax and maintain a minimum of 5 coats of wax, wax and any other coatings shall only be applied to the floor surface, any wax or other coatings on walls, thresholds or other surfaces must be removed.

9. RESTROOMS: Restrooms will be cleaned each service performing the following tasks:

- Clean and disinfect all toilets, urinals, flush handles, faucets, exposed piping sinks, shelves, showers, counter tops, walls and stall walls/ partitions shall be cleaned using a germicidal/disinfectant and if needed polish applied. Presence of scale is not acceptable.
- Sweep and Wet mop all floors with appropriate and properly diluted cleaner/disinfectant each service.
- All dispensers including paper towels, toilet paper, toilet seat protectors, soap dispensers will be cleaned and restocked when needed to prevent running out each time service is performed.
- Trash cans and sanitary napkin disposal units will be emptied and liners replaced each time service is performed. Sanitary Napkin Disposal bags are not to be reused.
- Mirrors, chrome/stainless steel fixtures and underneath portions of sinks shall be cleaned and polish applied (if applicable) each service.
- Urinals shall have a deodorizer and must be replaced when it no longer produces a fragrance, is damaged or unsightly.
- Ensure clean wet mops, dust mops, rags or disposable towels are used to perform cleaning.

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

10. DUSTING: Dust all horizontal and vertical surfaces up to six (6) feet in height: including but not limited to chairs, file cabinets, bookshelves, blinds and other types of office equipment all ledges and handrails once a week. All work-related items such as; paperwork etc. shall be left undisturbed.

11. DRINKING FOUNTAINS: Germicidal/disinfectant will be used to clean and polish applied (except water spout) to all drinking fountains each service, hard water/calcium and other deposits are not acceptable.

12. GENERAL AREA CLEANING: Remove smudges, soils, fingerprints, marks, coffee spots, streaks, etc., each service from all washable horizontal and vertical surfaces including but not limited to: walls, countertops, tables, desks, sinks, doors, hardware, handrails, Office chairs, thresholds and kick plates. All surfaces shall have a clean uniform appearance, be free of streaks, spots and soils. Germicidal detergent shall be used in all applicable areas. All work-related items such as; paperwork etc. shall be left undisturbed. If the facility has exercise equipment all equipment shall be cleaned and disinfected each service. All stainless steel shall be cleaned using an appropriate product and polish applied (no polish shall be applied on door handles/panic bars).

13. LOBBIES AND ENTRYWAYS: Clean all lobby/entry windows inside and out **each service**. No streaks or unwashed places will be visible. The exterior of entryways and mats shall be cleaned and kept free of debris, including stain removal from concrete or other hard surface.

14. WINDOWS: The interior and exterior sides of the windows shall be cleaned in accordance with the frequency schedule (item 20). Exterior portions of windows to be cleaned in spring (Lobby/Entry windows cleaned daily), date to be scheduled with PM. Wash windows and glass deflectors leaving no streaks or unwashed places. Wipe water spots from sills and frames. Use drop cloth as required protecting adjacent surfaces, fixtures, and furniture.

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

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

17. CHANGES IN USE OF WORK AREA: In the event it is necessary to change the use of work area, which results in increased costs, the contractor may request a contract price adjustment for impacted services. Such requests shall be in writing, with before and after cost comparisons, and justify fully why the price adjustment is requested.

18. SPECIAL SPECIFICATIONS: The contractor shall meet with a representative or unit commander of the Department of Military & Veterans Affairs, upon request. The purpose of this meeting will be to review the Contractor's performance and/or monitor the frequency of services performed. If for some reason the facilities are being used on a 24-hour basis, the contractor shall only be responsible for the requirements under this contract. The Contractor shall report all facility maintenance problems including but not limited to leaks, electrical/lighting issues to the Department of Military & Veterans Affairs and the facility representative as soon as possible. Contractor shall also report any conditions which will prevent compliance with the contract.

19. HOLIDAYS: DMVA observes the following holidays, Columbus Day, Veterans Day, Thanksgiving, Christmas, New Years, Martin Luther King Day, President's Day, Memorial Day, Independence Day and Labor Day. 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/>.

20. FREQUENCY SCHEDULE FOR REQUIRED TASKS:

Task	Daily	Weekly	Monthly	Yearly	As Needed	Two Times Per Year
Empty Trash	X					
Vacuuming	X					
Sweeping & Mopping	X					
Carpet/Fabric Cleaning (all)						X

Spot Cleaning Carpets/Fabric					X	
Entry Matts Cleaning					X	X
All Waxed Floors Mopped	X					
All Waxed Floors Buffed		X				
Main Floors Strip/Wax					X***	
Main Floors Scrub/Wax					X***	
Assembly Area Scrub and Wax					X***	
Assembly Area Strip and Wax					X***	
Rest/Shower Rooms	X					
Rest/Shower Rooms floor scrubbing					X***	X***
Dusting		X				
Drinking Fountains	X					
Lobby/Entry Windows Interior & exterior	X					
Exterior Windows						X***
Interior Windows					X	
Wash Wastebaskets					X	

*** To be determined and scheduled with Project Manager and/or service area representative.***

Workmanship and Materials: All work must be performed in a thorough and workmanlike manner and in accordance with current industry standards and practices.

Architectural floor plan of the first floor of the Kotzebue Armory. The plan shows various rooms including a large assembly area, classrooms, offices, a kitchen, and restrooms. Dimensions are provided for several rooms, and a scale bar is included. A legend at the bottom identifies the drawing as the 'FIRST FLOOR PLAN'.

ROOMS AND DIMENSIONS:

- ASSEMBLY AREA: 56'-0" x 47'-0"
- CL. 1: 18'-0" x 12'-0"
- CL. 2: 18'-0" x 12'-0"
- CL. 3: 18'-0" x 12'-0"
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- CL. 100: 18'-0" x 12'-0"

LEGEND:

- ALASKA COURT/A1: 1859 S.F.
- ON CALLOUT/A2: 483 S.F.
- STATE TROOPERS/A3: 1813 S.F.
- COMMON USE/A4: 5219 S.F.

Scale: 1/8" = 1'-0"

Notes:

- *****No work in this area*****

Room Labels:

- ASSEMBLY AREA
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Scale: 1/8" = 1'-0"

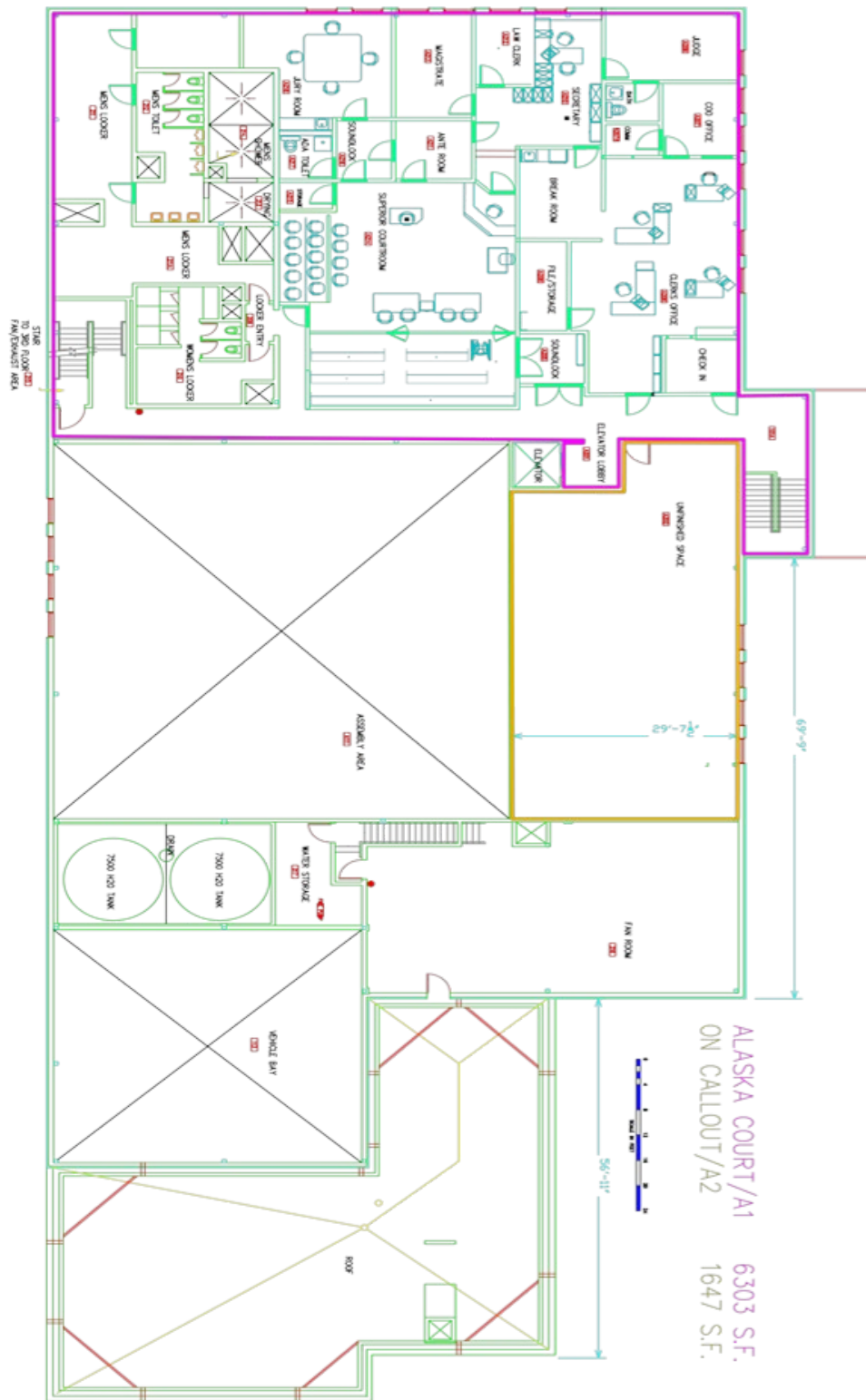
Notes:

- *****No work in this area*****

Room Labels:

- ASSEMBLY AREA
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- CL.

KOTZEBUE READINESS CENTER JANITORIAL SERVICES



Drawn A1	KOTZEBUE ARMORY Second Floor Plan	STATE OF ALASKA DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
Rev 2	KOTZEBUE	DMVA/TMD
10/16/17	ALASKA	FACILITIES MANAGEMENT DIVISION

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 28, 2026.

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 Contract Number 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 goods or services and the invoice. All invoices produced will be based on the Bid Schedule and itemized by type of occurrence and date of occurrence and must be submitted electronically to mvafmocontracts@alaska.gov no later than the 15th of the following month of service. Questions concerning payment must be addressed to the ordering agency.

SEC. 3.02 PAYMENT FOR STATE PURCHASES

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

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

SEC. 3.03 PROMPT PAYMENT FOR STATE PURCHASES

The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;

- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

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

SEC. 4.04 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 4.05 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 4.06 ALASKANS WITH DISABILITIES PREFERENCE

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

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

SEC. 4.07 PREFERENCE QUALIFICATION LETTER

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

SEC. 4.08 EXTENSION OF PRICES

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

SEC. 4.09 METHOD OF AWARD

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

SEC. 4.10 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 contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.

- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 5.22 PROTEST

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

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

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

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

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

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

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

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

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

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Supplemental Requirements for DMVA/FMO Federally Funded Contracts | 2013
- 2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- 3) Anti-Terrorism Training
- 4) Alaska Bidder Preference Certification
- 5) Bid Schedule
- 6) Standard Contract Form for Goods and Non-Professional Services – for informational purposes only.
- 7) Non-Conflict of Interest Statement Form
- 8) Bidder's Checklist

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 work Place.

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

Section 806. Environmental Protection.

- A.** The contractor and all parties, under this contract, agree that its performance under this Agreement shall comply with:
- i. The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
 - ii. Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
 - iii. The Resources Conservation and Recovery Act (RCRA);
 - iv. The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
 - v. The National Environmental Policy Act (NEPA);
 - vi. The Solid Waste Disposal Act (SWDA));
 - vii. The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
 - viii. To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
- B.** In accordance with the EPA rules, the party further agrees to also identify to the awarding agency (***State of Alaska \ Department of Military and Veterans Affairs \ Facilities Management Office***) any impact this award may have on:
- i. The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
 - ii. Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
 - iii. Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
 - iv. Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
 - v. Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
 - vi. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Section 807. Use of United States Flag Carriers.

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

Section 808. Debarment and Suspension.

This contract and the parties involved will comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR Part 180, as implemented by the DoD in 2 CFR Part 1125. The State agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the State enters into transactions that are “covered transactions” under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR Part 1125.

Section 809. Buy American Act.

The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a, et seq.). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Section 810. Uniform Relocation Assistance and real Property Acquisition Policies

The State covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Section 811. Copeland “Anti-Kickback” Act.

The State and the contractor and all parties involved with this contract covenants and agrees that it will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland “Anti-Kickback” Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Section 812. Contract Work Hours and Safety Standards Act.

The State and the contractor and all parties involved with this contract covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

Section 813. Central Contractor Registration and Universal Identifier Requirements.

The contractor and all parties involved with this contract agree to comply with the Central Contractor Registration and Universal Identifier Requirements as indicated below:

A. Requirement for Central Contractor Registration (CCR)

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

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

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

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

C. Definitions

For purposes of this award term:

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

- a. Receives a sub-award from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the sub-award.

Section 814. Reporting Sub-awards and Executive Compensation

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

A. Reporting of first-tier sub-awards

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

B. Reporting Total Compensation of Recipient Executives.

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

C. Reporting of Total Compensation of Sub-recipient Executives

- i. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if—
 - a. in the sub-recipient's preceding fiscal year, the sub-recipient received--

- i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
 - iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- ii. Where and when to report. You must report sub-recipient executive total compensation described in paragraph c.1. of this award term:
 - a. To the recipient.
 - b. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

D. Exemptions

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

E. Definitions. For purposes of this award term:

- i. Entity means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Sub-award:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iv. Sub-recipient means an entity that:
 - a. Receives a sub-award from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the sub-award.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - a. Salary and bonus.
 - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- c.** Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- d.** Change in pension value. This is the change 'In present value of defined benefit and actuarial pension plans.
- e.** Above-market earnings on deferred compensation which is not tax-qualified.
- f.** Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Contractor Acknowledgement and Acceptance:

**Contractor Business
Entity Name**

Signature – Authorized Representative

Date

-END OF ATTACHMENT 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 513.100

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[[60 FR 33042](#), [33045](#), June 26, 1995]

Printed Name and Title of Authorized Representative

Signature

Date

Please provide the Unique Entity Identifier

Continued to next page

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause 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 lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had 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 meaning 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 lower tier participant 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or Board with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 Federal Procurement and Nonprocurement 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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in

this transaction, in addition to other remedies available to the Federal Government, the department or Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.

-END OF ATTACHMENT 2-

ATTACHMENT 3**MANDATORY ANTI-TERRORISM TRAINING**

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

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

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

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

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

Company Name: _____ Date: _____

Printed Name: _____ Signature: _____

-END OF ATTACHMENT 3-

ATTACHMENT 4

ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: _____

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
<div style="display: flex; justify-content: space-between;"> 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ </div>	

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

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

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

Alaska Bidder Preference Questions:

1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?

☐ YES ☐ NO

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

2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?

☐ YES ☐ NO

3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?

☐ YES ☐ NO

If YES, please complete the following information:

A. Place of Business

Street Address: _____

City: _____

ZIP: _____

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

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

☐ YES ☐ NO

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

1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?

☐ YES ☐ NO

2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?

☐ YES ☐ NO

3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

☐ YES ☐ NO

- 4) Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

Please identify each member by name: _____

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

☐ YES ☐ NO

Please identify each partner by name: _____

Alaska Veteran Preference Questions:

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

- A. A **sole proprietorship** owned by an Alaska veteran?

☐ YES ☐ NO

- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?

☐ YES ☐ NO

- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?

☐ YES ☐ NO

- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?

☐ YES ☐ NO

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

(A) Served in the

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

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

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

☐ **YES** ☐ **NO**

SIGNATURE

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

Printed Name

Title

Date

Signature

-END OF ATTACHMENT 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 areas have multiple floors.**

AREA	SQUARE FOOTAGE	MONTHLY COST
1. Alaska Court/A1 (2 Levels)	8162	\$
2. On Callout/A2 (2 Levels)	2130	\$
3. State Troopers/A3	1813	\$
4. Common Use/A4	5219	\$
1 (One) Deep Clean Service		\$
Total Monthly for 4 Areas	17,234	\$
YEARLY COST INCLUDING TWO DEEP CLEAN (ONCE EVERY SIX MONTHS)	Month x 12 + 2 (Two) Deep Clean =	\$

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

-END OF ATTACHMENT 5-

ATTACHMENT 6**STANDARD AGREEMENT FORM FOR GOODS AND NON-PROFESSIONAL SERVICES****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	
This contract is between the State of Alaska,			
8. Department of		Division	hereafter the State, and
9. Contractor		hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4

<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Contract:</p> <p>2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ _____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:</p>	
11. Department of	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR	13. CONTRACTING AGENCY
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 sees 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 6-

ATTACHMENT 7
NON-CONFLICT OF INTEREST STATEMENT FORM

NON-CONFLICT OF INTEREST STATEMENT



I certify that neither I nor any member of my immediate family has a material personal or financial relationship with any offeror, or to a direct competitor of any offeror under consideration by this proposal evaluation committee. I further certify that no other relationship, bias or ethical conflict exists which will prevent me from evaluating any proposal solely on its merits and in accordance with the Request for Proposal's evaluation criteria.

Furthermore, I agree to notify the Procurement Officer if my personal or financial relationship with one of the offerors is altered at any time during the evaluation process. If I am serving as the Procurement Officer of record I agree to advise my supervisor of any changes that could appear to represent a conflict of interest.

Name

Department/Agency

Date

RFP Number

ATTACHMENT 8**BIDDER'S CHECKLIST**

Respondents are encouraged to use this checklist when assembling their bid package

This list is for guidance only and may not be all-inclusive. It is the responsibility of the vendor to ensure all required documents and information is received within DMVA/DAS Procurement Office no later than the deadline set for receipt of bids for your bid to be considered responsive.

_____ **1. Completed Page 1 of this ITB.**

One completed and signed copy of Page 1 of this ITB; and,

_____ **2. Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

One signed copy of the Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form for the bidder.

_____ **3. Bid Schedule**

Completed and signed copy of the Bid Schedule.

_____ **4. Conflict of Interest Statement (Attachment 7) Sec. 1.07 of ITB.**

_____ **5. Mandatory Return Amendments**

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

_____ **6. DMVA FMO Federally Funded Contracts Supplemental Requirements**

Signed copy of the DMVA FMO Federally Funded Contracts Supplemental Requirements from the bidder.

_____ **7. Mandatory Anti-Terrorism Training**

(Attachment 3) Completed and signed copy.

B. The following items are required only if the Bidder is claiming an Alaska Bidder, Veteran, or other preference.

___ 1. A Completed Alaska Bidder Reference Certification form (Attachment 4 to this RFQ).

___ 2. A Copy of the Certification Letter from the Department of Labor and Workforce Development, Division 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 bid being considered nonresponsive and being rejected by the State.

-END OF ATTACHMENT 8-

-END OF ITB-