

STATE OF ALASKA INVITATION TO BID (ITB)



JANITORIAL SERVICES FOR KODIAL SEF BUILDING

ITB NUMBER 2525S001

MAY 08, 2024

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.

Dan Worsham Procurement Officer	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
Phone: (907) 465-6949	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: dan.worsham@alaska.gov	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

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INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Transportation & Public Facilities (DOT&PF), Division of Project Management and Administration (PMA), is soliciting bids from qualified contractors for janitorial services for the Kodiak State Equipment Fleet (SEF) Building.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00pm AKST Alaska Time on May 30, 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

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

- Contractor must provide proof of three years of experience providing janitorial services for office buildings or similar size.

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

SEC. 1.04 INVITATION TO BID (ITB) REVIEW

Bidders will 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.

Procurement Officer – Dan Worsham 907-465-6949

dan.worsham@alaska.gov

SEC. 1.06 SITE INSPECTION

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. The site may be inspected by contacting Todd Dorman at 907-487-2611.

This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB. Any questions potential bidders have must be directed to the procurement officer as required in Section 1.04.

SEC. 1.07 SUBMITTING BIDS

Bidders must submit one hard copy of their bid, in writing, to the procurement officer in a sealed package. The sealed bid package must be addressed as follows:

Department of Transportation & Public Facilities
Division of Project Management & Administration
Attention: Dan Worsham
Invitation to Bid (ITB) Number: 2525S001
Janitorial Service for the SEF Building in Kodiak, AK

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

PO Box 112500
Juneau, AK 99811-2500

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

3132 Channel Drive, Suite 350
Juneau, AK 99801

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

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

It is the bidder's responsibility to contact the issuing agency at 907-465-6949 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 will 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 will include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SEC. 1.09 PRICES

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

SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY

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

SEC. 1.11 AMENDMENTS TO BIDS

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

SEC. 1.12 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	May 08, 2024
Deadline for Receipt of Bids / Bid Due Date	2:00pm AKST	May 30, 2024
Bid Evaluations Complete	N/A	May 31, 2024
Notice of Intent to Award	N/A	June 03, 2024
Contract Issued	N/A	June 14, 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 Transportation & Public Facilities 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. 1.13 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. 1.14 SUPPORTING INFORMATION

Bidders will 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. 1.15 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 July 1, 2024, through June 30, 2025, with the option of four additional one-year terms renewals under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Transportation & Public Facilities, Division of Project Management and Administration.

SEC. 2.03 CONTRACT FUNDING

The Department of Transportation & Public Facilities, Division of Project Management and Administration, estimates a budget not to exceed \$120,000 for the life of the contract including all renewals. Bids priced at more than \$120,000 will be considered non-responsive.

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

SEC. 2.04 CONTRACT EXTENSION

Unless otherwise provided in this ITB, the state and the successful bidder/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions will 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 Kodiak, Alaska.

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

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

During the first week of each month, the Contractor will contact the Project Manager by phone at **(907) 487-2611** or personal visit to discuss their performance on this contract.

- a. **WORK AREA INCLUDED:** All entrances, offices, foyers, printing rooms, lounge rooms, computer rooms, hallways, closets, conference rooms, break rooms, rest rooms, shower rooms, and storage areas as applicable. This also includes office glass, and interior and exterior glass portion of doors.
- b. **WORK AREA EXCLUDED:** No work is required in mechanical rooms, electrical switching rooms, telephone equipment rooms, parts storage and shop areas.
- c. **MISCELLANEOUS SUPPLIES:** The Contractor must furnish all rest room supplies (with dispensers if needed) such as toilet seat covers and tissue, liquid hand soap, deodorizers, urinal screens and deodorizers, paper towels, and appropriate plastic liners for trash cans. All restroom and cleaning supplies will be environmentally safe. The Contractor will also provide all cleaning materials. The cost of these materials and supplies will be the responsibility of the Contractor.
- d. **DUMPSTERS/TRASH REMOVAL FROM SITE:** Dumpster services will be provided by the State. Contractor is to place all trash/debris from the facility into the dumpster. At no time will trash be stored inside the building.

ITEM 1: TWICE WEEKLY SERVICES – PERFORMED TWICE WEEKLY ONLY:

The services listed below will be performed between 5:00 pm and 7:00 am on Tuesday and Thursday of each week. The Contractor will submit a schedule for services to the Project Manager for approval prior to commencing services. Changes to the schedule must be approved, in advanced, by the Project Manager, at their discretion. Payment will be made monthly after the work has been inspected and approved by the Project Manager.

1. Thoroughly vacuum all carpeted entryways, entryway floor mats, stairway landings, lobbies, conference rooms, and hallways.
2. Empty all wastebaskets inside the building and outside around entryways of building. Secure trash in garbage bags and dispose of them in designated on-site containers. After disposal, close and secure the container lids and/or doors. At no time will trash be left inside the building.
3. Furnish and maintain adequate supplies of toilet tissue, seat covers, urinal deodorizers, sanitary napkins, paper towels, liquid hand soap, and room deodorizers in rest room. These supplies are to be of standard or better quality, environmentally safe, properly fit dispensers and are to be furnished by the Contractor. Dispensers are to be maintained, repaired and replaced (when necessary) by the Contractor at the Contractors expense. **Contractor must contact the Project Manager for Approval prior to replacing any dispensers.**

RESTROOMS:

- a. Clean, disinfect and deodorize rest room floors. Dirty, residue covered and/or discolored grout will not be accepted.
- b. Clean, disinfect and deodorize all plumbing fixtures.
- c. Clean, disinfect and deodorize all dispensers, mirrors, counters, and cabinets.

- d. Clean, disinfect and deodorize all, toilets, urinals, and partitions.
- e. Clean, disinfect and deodorize all sinks, water closet shower stalls and shower decks (if applicable).
- f. Clean, disinfect and deodorize all restroom and entry area walls and doors.
- g. Check function of all dispensers and fixtures. Report any malfunctions to the Project Manager.
- h. Empty all restroom trash receptacles.
- i. Ensure some type of air freshener is in restroom.

NOTE: Mineral and calcium deposits will not be accepted nor dirt build-up in the corners of floors or fixtures.

4. Clean and disinfect all drinking fountains, counter tops and sinks. Mineral and calcium deposits will not be acceptable.
6. Sweep all hard surfaces and tile floors in all entryways, break rooms, stairs, and landings inside the interior of building. Tile floors are to be swept with a yarn broom or dust mop.
7. Damp mop all tile/vinyl floors including stairs. Continuous rinsing will be used to remove dirt, black marks, scuff marks, stains, and all other grime and dirt from the floor/stairs. Remove mop marks from rubber base boards.
8. Remove all finger marks and smudges from entryway door glass, interior glass partitions and glass showcases. Ensure that no streaks remain.
9. Keep janitor closet in a clean, sanitized, and deodorized condition.
10. At the end of each workday, the Contractor or his designated supervisor will inspect the entire work area to ensure that all work is complete and all necessary doors are locked. The supervisor will ensure that all lights have been turned off in hallways and any unnecessary room(s).

ITEM 2: TUESDAY SERVICES

Services will be performed on Tuesday of each week between the hours of 5:00 pm and 7:00 am.

1. Thoroughly vacuum **all** carpeting. This will include all vacuuming involved in the daily vacuum service, **and all** offices/cubicles around and under desks, corners, etc.
2. Sweep and mop all carpet mats under desks.

ITEM 3: WEEKLY SERVICES

Services must be performed on Tuesday or Thursday each week.

1. Replace all plastic wastebasket liners and wipe wastebaskets clean of any dirt buildup. **(Replace liners more frequently if dirty, torn, or wet).**
2. Dust all visible surfaces including handrails, furniture, fixtures, desk, counters, window blinds, hanging pictures, file cabinets, window ledges and equipment to a height of six (6) feet with a treated cloth or a treated feather duster which will pick up dust particles and eliminate static electricity.
3. Pick up and deposit all recyclable paper into a designated container, if such a container is provided.
4. Buff all vinyl/tile floors to a luster finish. Ceramic tiles are excluded.

5. Clean, disinfect and deodorize table surfaces in conference rooms, break rooms, public areas, hallways, and counters in all offices.
6. Remove all finger marks, dirt, smudges, wash splatter and wax from walls, doors, windows, woodwork, light switch cover plates, light switches, door knobs and handles, stairwell hand railings and all associated surrounding areas.
7. Sweep all entryway ramps and stairs. Monitor all stairs, sidewalks, dumpster areas, and parking lot for cleanliness.

Item 4: Semi-Annual Services

Services will be performed on the last week of April and October on a Friday, Saturday or Sunday.

1. Shampoo all carpets and rugs using steam extraction or agitation, immediately followed with hot water extraction method removing all soap. Cleaning should be scheduled to allow time for carpeting to dry before the next workday. Spot removal must be performed with a commercial grade spot remover.
2. Remove all wax from vinyl tile floors by mopping or scrubbing with a detergent or wax remover, rinse thoroughly and apply good skid resistant wax of a type recommended by floor tile manufacturers. After wax is dry, machine buff floor to a luster finish. Remove overspill from walls and cove base. Ceramic tiles and vinyl flooring are not to be waxed.
3. Remove smudges and marks from walls, doors and handrails with soap and water. Rinse thoroughly with clean water.
4. Thoroughly dust and clean all window blinds.

NOTE: The Project Manager will be contacted prior to performing the semi-annual services in order to schedule the service and an inspection of the service. Failure to follow this routine will result in non-payment to the Contractor.

ITEM 5: ANNUAL SERVICES

Services will be performed on the last week of May, of each year, on a Friday, Saturday, or Sunday.

Dust or wash (as appropriate) all light fixtures, inside and out, for greatest light efficiency. Cover all office equipment to ensure no dust or foreign particles from the light fixtures fall on equipment. Clean up any spills from the fixtures.

NOTE: The Project Manager will be contacted prior to performing the annual services in order to schedule the service and an inspection of the services. Failure to follow this routine will result in non-payment to the Contractor.

ITEM 6: AS NEEDED SERVICES

Additional unspecified services may be requested by the Project Manager or designee on an as needed basis.

The Contractor may be called upon to clean up accidental spills on floors, walls, etc. Only the Project Manager or designee may request these services. The Contractor may also be asked to clean office furniture.

Provide an hourly charge for such services. This rate will not be included in any award calculations.

BUILDING SECURITY

Security of the building will be considered at all times. All entry doors will be checked whenever entering or leaving the building. The Contractor will ensure that all outside doors are kept locked at all times except when the building is normally open to the public. Interior building doors must remain locked except while work in the immediate area is in progress. The Contractor's employees are required to turn off all lights (excluding those indicated as security) and close and lock all doors and windows at the end of each work period. Failure to complete this task will be considered grounds for a Service Deficiency Claim, reference 1.14.

KEY CONTROL

Special emphasis is placed on key control. The contractor is required to sign for all keys. All keys are to be obtained from the Project Manager, Central Region Facilities Maintenance, 1500 Anton Larson Rd, Kodiak, AK 99615. Keys are to be returned to that office upon completion of this contract. No duplications are to be made. In the event of lost keys, contact the Facilities Maintenance Office for replacements. The Contractor will be liable for all costs incurred due to lost or misplaced keys, including the cost of re-keying any and all doors affected.

CONDUCT OF WORK

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

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

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

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

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

CONTRACTOR AND EMPLOYEE QUALIFICATIONS

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

All Contractor personnel performing onsite services must have a current criminal background check, and annual criminal background checks through the course of the Contract. Criminal background checks will be performed by the Department of Public Safety. Criminal background checks will be provided at the expense of the Contractor and results submitted to the Project Manager. A list of proposed personnel who will be performing these services, along with current criminal background checks must be submitted to the Procurement Officer and approved by the Project Manager prior to award.

Through the of performance of the resulting contract, any changes to onsite personnel must be submitted to the Project Manager, along with a current criminal background check, for any proposed personnel within 24 hours of a change. All personnel must be approved by the Project Manager prior to the person(s) being permitted onsite.

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

COMMUNICATIONS/SUPERVISION

At least one person at the supervisory level, who can speak, read and write English fluently, must be present at all times during the performance of any work under this Contract. The supervisor will be empowered to act for the Contractor.

PRESENCE OF MINORS/NON-EMPLOYED PERSONS

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

SAFETY DATA SHEETS (SDS)

In accordance with federal law and as a condition of the Contract Award, the Contractor will provide to the Project Manager evidence that copies of all Safety Data Sheets (SDS), (relating to all the chemicals and cleaning agents that are to be used in the performance of this Contract) are available to their employees. During the course of the Contract, SDS for newly acquired products, not identified at Award, must also be made available. The Bidder must submit a list of chemicals and cleaning agents proposed for use in the performance of this contract with their bid. The Contractor will maintain a file of SDS in a standard three ring binder which will be located in the assigned storage room at the Project Site.

WORK SCHEDULE

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

WORK HOURS

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

TEMPORARY SUSPENSION OF THE CONTRACT

The State reserves the right to modify or suspend the work of the contract or any portion of the Contract, by providing the Contractor with a 30-day written notice. Suspension will be immediate if for any reason the premises become temporarily or permanently un-tenantable. If temporarily un-tenantable, once the premises are again usable, the State will so notify the Contractor and the janitorial services will resume as though no disruption had occurred, except that payment will be adjusted to reflect services not performed.

EQUIPMENT SPECIFICATIONS

The total number of pieces of each type of equipment required to accomplish all the required scheduled tasks within the time constraints as specified in these contract documents is to be determined by the contractor. The Procurement Agency's requirements for types of equipment to be used in the performance of the work under this contract are as follows:

- a. Vacuum cleaners equipped with beater brush (roller brush) and a 95 CFM minimum capacity is required. The vacuum cleaners must be in good working condition and are subject to inspection by the Project Manager at any time during the course of the contract.
- b. A vacuum cleaner equipped with hose attachments suitable for vacuuming edges, corners, and other hard-to-reach areas; maximum load of 15 AMPS.
- c. A wet/dry vacuum cleaner with a minimum of 2 HP and a minimum 10 gallon tank; maximum load of 15 AMPS.
- d. A floor machine with dual speed: 100 to 120 RPM for buffing of tile floors and 50 to 70 RPM for stripping; maximum load of 15 AMPS.
- e. A commercial grade carpet shampooer using hot water or steam extraction; 500 PSI minimum with brushes or equivalent agitators; maximum load of 15 AMPS.

The Contractor will be responsible for providing alternate equipment for scheduled services in the event the Contractor's equipment becomes faulty. This plan will be provided to the Procurement Agency at the time of bid opening. At no time will faulty equipment be an excuse for not performing a particular service described in these Contract Documents. Alternate equipment must be available and be delivered to the facility within 60 minutes of determination of need due to breakdown of dedicated equipment. This requirement is to assure all services are provided as scheduled in these contract documents.

All equipment that is to be used in the performance of any work called for in these contract documents must be rated at 15 AMPS or less. All electric cords, feeder or extension, must be free of cracks and/or breaks. Spliced or bounded cords will not be used. The Project Manager will reject the use of any equipment that is not maintained in an acceptable condition.

EQUIPMENT INVENTORY

The Contractor must supply a list of all equipment to be used in the performance of work under this Contract to the Procurement Agency for approval with their bid. Throughout the Contract period, the Contractor will update the equipment list to reflect changes in equipment. Such updates are to be provided to the Project Manager within 24 hours of any change of equipment. All equipment lists, including the original submitted with bid and all updated equipment lists will include, at a minimum, the following information:

- a. The type, make, model number, full load amp rating, and the intended use of the equipment;
- b. The ownership or control of each piece of equipment (owned vs. rented/leased).

EQUIPMENT/SUPPLY STORAGE

When possible, assigned storage room(s) will be made available to the contractor. The storage area is for storage of equipment, materials and supplies used in the performance of this contract. The contractor and his employees will be responsible for keeping this area neat, orderly, clean and odor free at all times. All storage rooms will be subject to inspection by the Project Manager for compliance with these conditions.

All materials labeled as "hazardous" or requiring special storage will be handled and stored as recommended by the manufacturer and approved by the Project Manager. All such materials will be reported to the Project Manager. The Project Manager will monitor the condition of the rooms assigned. The contractor and his employees are responsible for keeping the assigned room(s) in good repair.

If the contractor must surrender the assigned room(s), for any reason whatsoever, they will be returned to the condition they were received in from the Project Manager. Any repairs, which the Project Manager may have to make to the assigned rooms as a result of Contractor misuse or negligence, will be deducted from monies owed to the Contractor.

SEC. 2.11 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 2.12 CONTINUING OBLIGATION OF CONTRACTOR

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

SEC. 2.13 ESTIMATED QUANTITIES

The services listed in this ITB for the referenced building are estimates by the State. The services listed are not guaranteed and may vary depending on the State's needs.

SEC. 2.14 CONTRACT PRICE ADJUSTMENTS

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

Consumer Price Index (CPI): Contract prices will remain firm through June 30, 2025.

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

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year (2023) reported Annual CPI (260.372) and each Annual thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive

contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval will be in the form of a Contract Amendment issued by the Procurement Officer.

- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

SEC. 2.15 INFORMAL DEBRIEFING

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

SEC. 2.16 INDEMNIFICATION

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

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

SEC. 2.17 INSURANCE

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

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

Proof of insurance is required for the following:

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

- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

SEC. 2.18 MANDATORY REPORTING

The contractor must provide a quarterly usage report to the procurement officer in an electronic format (Excel). The report must contain at least the following information: purchasing entity, description of items and/or services purchased, date of purchase, contract price, retail price, extended contract and retail price, and savings.

These reports are due 30 days after the end of each quarter. The contractor's failure to provide these reports as required may result in contract default action.

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

Any quarter with zero sales must be reported as zero sales. This may be done via email to the procurement officer.

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

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

1. Contract Number
2. Building/Location
3. Vendor Name
4. Dates of Service
5. Services Provided

Invoices will be submitted to the attention of the Project Manager electronically to dotdfsadmin@alaska.gov. The state will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the Project Manager.

SEC. 3.02 PAYMENT FOR STATE PURCHASES

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

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

SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SECTION 4. EVALUATION OF BIDS

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

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

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

Alaska Bidder Preference Certification Form

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

SEC. 4.04 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 4.05 USE OF LOCAL FOREST PRODUCTS

In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

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

SEC. 4.07 ALASKA PRODUCT PREFERENCE

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

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

Products are classified in one of three categories:

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

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

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

Brand Offered

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

Brand of Product Changes

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

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

SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE

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

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

SEC. 4.10 PREFERENCE QUALIFICATION LETTER

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

SEC. 4.11 EXTENSION OF PRICES

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

SEC. 4.12 METHOD OF AWARD

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

SEC. 4.13 NOTICE OF INTENT TO AWARD

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

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 5.02 AUTHORITY

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

SEC. 5.03 COMPLIANCE

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

SEC. 5.04 SUITABLE MATERIALS, ETC.

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

SEC. 5.05 SPECIFICATIONS

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

SEC. 5.06 CONTRACTOR SITE INSPECTION

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

SEC. 5.07 ORDER DOCUMENTS

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

SEC. 5.08 HUMAN TRAFFICKING

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

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

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

SEC. 5.09 RIGHT OF REJECTION

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the ITB;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or

- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

A bid from a debarred or suspended bidder shall be rejected.

SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.11 DISCLOSURE OF BID CONTENTS

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

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

SEC. 5.12 ASSIGNMENTS

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

SEC. 5.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

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

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

SEC. 5.14 DEFAULT

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

- 1) 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.
- 2) By signature on their bid, the bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to reject the bid as non-responsive or cancel the contract.

SEC. 5.18 GOVERNING LAW; FORUM SELECTION

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

SEC. 5.19 SOLICITATION ADVERTISING

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

SEC. 5.20 QUALIFIED BIDDERS

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

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

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

SEC. 5.21 FEDERALLY IMPOSED TARIFFS

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

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

SEC. 5.22 PROTEST

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

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

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

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

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

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

- the name, address, and telephone number of the protester;

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

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

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

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Bid Response Deliverables Checklist
- 2) Bid Schedule
- 3) Bid Submission Cover Sheet

DOCUMENTS REQUIRED AT TIME OF BID OPENING:

- a. Completed ITB - **Page 1 of this Solicitation.**
- b. Completed Bid Schedule - **Attachment 1 of this Solicitation.**
- c. Completed Deliverables Checklist - **Attachment 2 of this Solicitation.**
- d. Bid Submission Cover Sheet - **Attachment 3 of this Solicitation.**
- e. List of proposed contractor personnel who will be performing onsite services.
- g. List of Equipment to be used during the term of the contract.
- h. List of cleaning products/chemicals to be used with applicable MSDS/SDS sheets for these products.

DOCUMENTS REQUIRED PRIOR TO CONTRACT AWARD:

- a. A detailed work schedule listing the anticipated performance dates/days of all scheduled work.
- b. Current criminal background checks and CJIS security checks for proposed personnel.
- c. Current certificate of insurance per Appendix B1.
- d. Current Alaska Business License.

Attachment 1**BID RESPONSE DELIVERABLES CHECKLIST:**

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

BID RESPONSE CHECKLIST ITEMS:

<input type="checkbox"/>	Completed ITB - Page 1
<input type="checkbox"/>	Completed Bid Response Deliverables Checklist – Attachment 1
<input type="checkbox"/>	Completed Bid Schedule – Attachment 2
<input type="checkbox"/>	Completed Bid Submission Cover Sheet - Attachment 3
<input type="checkbox"/>	List of cleaning products/chemicals to be used with MSDS/SDS Documents
<input type="checkbox"/>	List of equipment that will be used
<input type="checkbox"/>	List of personnel who will be performing onsite services
<input type="checkbox"/>	All mandatory return Amendments

Attachment 2

BID SCHEDULE

LOT 1
Janitorial Services

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	12	MONTH	Twice Weekly Services	\$	\$
2	12	MONTH	Tuesday Services	\$	\$
3	12	MONTH	Weekly Services	\$	\$
4	2	EACH	Semiannual Services	\$	\$
5	1	EACH	Annual Services	\$	\$
Lot 1 Total Cost					\$

As Needed Services

Provide an hourly rate for these services. This amount will not be included in any award calculations, but rather used as a cost schedule in the event these services are required during the course of the resulting contract.

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
6	1	HOUR	As Needed Services	\$	\$
As Needed Services Hourly Cost					\$

Signature

Bidder/Company Name: _____

Authorized Signature: _____ Date: _____

ATTACHMENT 3
Bid Submission Cover Sheet

Revised March 7, 2024

PROJECT INFORMATION

ITB NUMBER: 2525S001

PROJECT NAME: Janitorial Services for Kodiak SEF Building

BIDDER INFORMATION

Company Name:

Address:

Tax ID:

Alaska Business

License #:

CONTACT INFORMATION

Provide contact information for the individual that can be contacted for clarification regarding this bid:

Name

Title

Address

Email

Telephone

ADDENDA ACKNOWLEDGEMENT

THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENTS AND HAS INCORPORATED THE REQUIREMENTS OF SUCH AMENDMENTS INTO THEIR BID. FAILURE TO IDENTIFY AND SIGN FOR ALL AMENDMENTS MAY SUBJECT THE BIDDER TO DISQUALIFICATION. THE BIDDER MUST LIST ALL AMENDMENTS (BY NUMBER), THEN INITIAL AND DATE TO CONFIRM THAT YOU HAVE RECEIVED AND INCORPORATED THEM INTO YOUR BID (ADD MORE ROWS AS NECESSARY).

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

CERTIFICATIONS

No	Criteria	Response*
1	The bidder is presently engaged in the business of providing the products and/or services required in this ITB.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	The bidder confirms that it has the financial strength to provide and/or perform and maintain the services required under this ITB.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	The bidder accepts the terms and conditions set out in the ITB and agrees not to restrict the rights of the state.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	The bidder confirms that they can obtain and maintain all necessary insurance as required on this project.	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	The bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	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.	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	The bidder complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	The bidder complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	The bidder complies with the applicable portion of the Federal Civil Rights Act of 1964.	<input type="checkbox"/> YES <input type="checkbox"/> NO
10	The bidder can provide (if requested) financial records for the organization for the past three years.	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	The bidder has not had any contracts terminated by the State of Alaska (within the past five years).	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	The bidder certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	<input type="checkbox"/> YES <input type="checkbox"/> NO
13	The offeror certifies that they will not support or participate in a boycott of Israel. Failure to comply with this requirement may cause the state to reject the proposal as non-responsive or cancel the contract.	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	The bidder certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide products and/or services to the State.	<input type="checkbox"/> YES <input type="checkbox"/> NO

15	The bidder certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	The bidder does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	<input type="checkbox"/> YES <input type="checkbox"/> NO
17	The bidder is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	<input type="checkbox"/> YES <input type="checkbox"/> NO
18	The bidder certifies they comply with the laws of the State of Alaska.	<input type="checkbox"/> YES <input type="checkbox"/> NO
19	The bidder confirms their bid will remain valid and open for at least 90 days.	<input type="checkbox"/> YES <input type="checkbox"/> NO

** Failure to answer or answering “NO” may be grounds for disqualification. For any “NO” responses, provide clarification (up to 250 word maximum for each “False” clarification) below (add rows as necessary).*

Number	Clarification

CONFLICT OF INTEREST STATEMENT

Indicate below whether or not the firm or any individuals that will work 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 services to be provided by the bidder.

Does the bidder, or any individuals that will work on this contract, have a possible conflict of interest?

YES NO

** Failure to answer may be grounds for disqualification.*

If “Yes”, please provide additional information regarding the nature of that conflict:

FEDERAL REQUIREMENTS

Indicate below all known federal requirements that apply to the bid, it's evaluation, or the resulting contract:

PRIOR EXPERIENCE

Sec 1.03 of the ITB

ALASKA PREFERENCES

If you wish to claim any Alaska Preferences, please complete the Alaska Bidder Preference Certification Form that follows the below signature section.

SIGNATURE

This bid must be signed by a company officer empowered to bind the company.

Printed Name

Title

Date

Signature



ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: CLICK OR TAP HERE TO ENTER TEXT.

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.							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 16.6%; border-bottom: 1px solid black; text-align: center;">1.</td> <td style="width: 16.6%; border-bottom: 1px solid black; text-align: center;">2.</td> <td style="width: 16.6%; border-bottom: 1px solid black; text-align: center;">3.</td> <td style="width: 16.6%; border-bottom: 1px solid black; text-align: center;">4.</td> <td style="width: 16.6%; border-bottom: 1px solid black; text-align: center;">5.</td> <td style="width: 16.6%; border-bottom: 1px solid black; text-align: center;">6.</td> </tr> </table>		1.	2.	3.	4.	5.	6.
1.	2.	3.	4.	5.	6.		

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

If you are submitting a bid as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids. [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:** Click or tap here to enter text.

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: [Click or tap here to enter text.](#)

City: [Click or tap here to enter text.](#)

ZIP: [Click or tap here to enter text.](#)

“**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 at least one employee of the bidder, 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 at least one employee of the bidder 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**: [Click or tap here to enter text.](#)
- 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: [Click or tap here to enter text.](#)
- D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of the state?
 YES NO
 Please identify each member by name: [Click or tap here to enter text.](#)

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 [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

Printed Name

Title

Date

Signature
