

STATE OF ALASKA INVITATION TO BID (ITB)



WINDOW WASHING SERVICE - TSAIA ITB 2525C008

ISSUED 7/31/2024

The Department of Transportation and Public Facilities is soliciting bids for window washing services for the Anchorage International Airport located in Anchorage, 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 if you desire to receive notification of subsequent amendments to the solicitation.

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 must be 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.

<p>JOEL BALZER</p> <p>PROCUREMENT OFFICER</p> <p>Phone: 907-269-0867 Fax: 907-269-0872 Email: joel.balzer@alaska.gov</p>	<p>_____</p> <p>COMPANY SUBMITTING BID</p> <p>_____</p> <p>AUTHORIZED SIGNATURE</p> <p>_____</p> <p>PRINTED NAME</p> <p>_____</p> <p>DATE</p>	<p>Note: An Alaska Business License will be required prior to award. Out-of-State bidders must also comply with all corporate laws of the State of Alaska regarding performing business in the State.</p> <p>_____</p> <p>E-MAIL ADDRESS</p> <p>_____</p> <p>ALASKA BUSINESS LICENSE NUMBER</p> <p>_____</p> <p>VENDOR TAX ID NUMBER</p>
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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

This Invitation to Bid (ITB) is intended to result in window washing services for the Anchorage International Airport located in Anchorage, Alaska, for the Department of Transportation & Public Facilities.

SEC. 1.02 BUDGET

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

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00PM** Alaska Time on **8/21/2024**, at which time they will be publicly opened. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

See scope of work.

SEC. 1.05 REQUIRED 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 deadline for receipt of bids. 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. 1.06 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. 1.07 SITE INSPECTION

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

This site visit will be directed by representatives of the airport.

The site visit is scheduled on Tuesday, August 13, 2024, 10:00 AM located at 5000 West International, Anchorage, AK 99502, South terminal, second floor, between the Alaska Airlines ticket counter and the Starbuck Coffee kiosk.

SEC. 1.08 RETURN INSTRUCTIONS

Bidders must submit one hard copy of their entire 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
Central Region Procurement Supplies & Services
Attention: **Joel Balzer**
Invitation to Bid (ITB) Number: **2525C008**
ITB Title: **WINDOW WASHING SERVICE - TSAIA**
2200 E. 42nd Avenue, Room 110
Anchorage, Alaska 99508

If submitting a bid via email, the bid may be emailed to dotcrprocurement@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 **10mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 10 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 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 **907-269-0811** to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.09 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. 1.10 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. 1.11 AMENDMENTS TO THE ITB

If an amendment is issued before the deadline for receipt of bids, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment 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 OPN.

SEC. 1.12 ITB SCHEDULE

The ITB schedule below 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 Standard Time (AKST).

ACTIVITY	TIME	DATE
Issue Date / ITB Released		7/31/2024
Site Visits	10:00 AM	8/13/2024
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	8/21/2024
Bid Evaluations Complete		8/22/2024
Notice of Intent to Award		8/22/2024
Contract Award		9/4/2024

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 and 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

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, may cause the state to consider the offer non-responsive and reject the bid.

SEC. 1.15 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 must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION

SEC. 2.01 SCOPE OF WORK

See attached "Appendix C".

SEC. 2.02 CONTRACT TERM

The length of the contract will be from Date of award through April 30, 2025, with the option to renew for four (4) additional one (1) year terms. Renewals are to be exercised solely by the State of Alaska.

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 notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.03 CONTRACT TYPE

This contract is a **Firm Fixed Price** contract.

SEC. 2.04 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. 2.05 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a 5% discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 2.06 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the Project Manager **Kerry Willis 907-266-2649**.

SEC. 2.07 CONTRACT PRICE ADJUSTMENTS

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

Contract prices, as bid, are to remain firm through the initial period of the contract. Thereafter, contract prices may only be adjusted at the time of contract renewal. The adjusted contract price shall be computed as follows:

1st renewal period – the current contract amount times a factor of 1.03, and each subsequent renewal period – the current, adjusted contract amount times a factor of 1.03.

***CONTRACT PRICE ADJUSTMENTS:** The contractor may request a Percentage Price Increase adjustment, in writing, 30 days prior to the contract renewal date. If a contractor fails to request a Percentage Price Increase adjustment 30 days prior to the renewal date, the adjustment will be effective 30 days after the state receives their written request.*

Said price increase may not, under any circumstances, exceed the current contract amount times a factor of 1.03 for the preceding 24 months. No retroactive contract price adjustments will be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

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 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.

SEC. 2.10 SUBCONTRACTORS

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

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

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and

- a written statement signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

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

SEC. 2.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.12 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. 2.13 F.O.B. POINT

See Bid Schedule.

SEC. 2.14 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. 2.15 EQUIPMENT INSPECTION

See scope of work.

SEC. 2.16 NEW EQUIPMENT

See scope of work.

SEC. 2.17 REMANUFACTURED/RECONDITIONED EQUIPMENT

See scope of work.

SEC. 2.18 LEMON CLAUSE

N/A

SEC. 2.19 DISCONTINUED ITEMS

N/A

SEC. 2.20 LIQUIDATED DAMAGES

N/A

SEC. 2.21 SHIPPING DAMAGE

The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

SEC. 2.22 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 and issued a written contract amendment.

SEC. 2.23 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. 2.24 BILLING INSTRUCTIONS

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

SEC. 2.25 ESTIMATED QUANTITIES

The state will use the estimated use numbers for evaluation and award of the ITB, but does not guarantee any maximum or minimum quantity/service. **This applies to LOT 1C.**

AS NEEDED SERVICE: The contractor will be compensated a minimum of 4-hours regardless how long the call-out service entails. If the service extends past 4-hours, the contractor will track their time and invoice accordingly at the per hour rate listed in the bid schedule. The Contractor shall mobilize and respond within 24 hours after being contacted.

SEC. 2.26 WARRANTY

N/A

SEC. 2.27 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable

care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. “Reasonable care” means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor’s receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 2.28 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. 2.29 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 **\$1,000,000** 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. BID FORMAT AND CONTENT

SEC. 3.01 BID FORMS

Bidders shall use the front page of this ITB, the Bid Submission Cover Sheet, 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:

- B. the laws of the State of Alaska;
- C. the applicable portion of the Federal Civil Rights Act of 1964;
- D. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- E. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- F. all terms and conditions set out in this ITB;
- G. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- H. 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

See attachment B.

SEC. 3.02 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

N/A

SEC. 3.03 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.

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:

<https://oppm.doa.alaska.gov/policy-oversight/policy-resources/user-guide-matrixes/>

- 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

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

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

SEC. 4.05 USE OF LOCAL FOREST PRODUCTS

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

SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

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

SEC. 4.07 ALASKA PRODUCT PREFERENCE

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

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

Products are classified in one of three categories:

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

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

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

Brand Offered

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

Brand of Product Changes

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

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

SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE

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

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

SEC. 4.10 PREFERENCE QUALIFICATION LETTER

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

SEC. 4.11 EXTENSION OF PRICES

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

SEC. 4.12 METHOD OF AWARD

Award will be made by lot to the lowest responsive and responsible bidder. There is **ONE (1)** lot. To be considered responsive for a lot, bidders must bid on all items within that lot.

SEC. 4.13 CONTRACTOR SELECTION PROCESS

N/A

SEC. 4.14 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 sent 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 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. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, 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. 5.03 AUTHORITY

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

SEC. 5.04 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. 5.05 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. 5.06 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. 5.07 ITEM UPGRADES

The state reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

SEC. 5.08 WORKMANSHIP AND MATERIALS

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

SEC. 5.09 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. 5.10 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. 5.11 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. 5.12 RIGHT OF REJECTION

Bidders must comply with all 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 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 counteroffer 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 bidders,
- 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 is determined to be in the state's best interest.

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

SEC. 5.13 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. 5.14 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 a bidder 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 a bidder submits with its bid as CBI, the bidder must do the following when submitting their bid: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the bidder asserts make the information CBI. If the bidder does not do these things, the information will become public after the Notice of Intent to Award is issued. If the bidder does these things, OPPM or their designee will evaluate the bidder'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 bidder an opportunity to object to the disclosure of the information.

SEC. 5.15 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. 5.16 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. 5.17 SERVICE CONTRACT DEFICIENCIES

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

If a deficiency is not corrected within 7.5 working hours from the time it is issued, the state may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the state for the amount required to correct the problem.

If a contractor gets more than two substantiated SDCs in a 30-day period or a total of five substantiated SDCs in a 90-day period, it will be grounds for the state to declare the contractor in default.

SEC. 5.18 DEFAULT

In case of default by the contractor, for any reason whatsoever, the state may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

SEC. 5.19 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. 5.20 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. 5.21 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. 5.22 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. 5.23 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 to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

SEC. 5.24 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. 5.25 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 bidder 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 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) Attachment A Bid Schedule
- 2) Attachment B Bid Submission Cover Sheet
- 3) Attachment C Scope of Work
- 4) Attachment D Required Documents

ATTACHMENT A

BID SCHEDULE

LOT 1A	ANNUAL SERVICES				
ITEMS A-F	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE (QTY X UNIT = PRICE)
A	NORTH TERMINAL Interior Windows & Designated Interior Glass Panels	1	EA	\$	\$
B	SOUTH TERMINAL Curbside Lobby interior windows & Sky Lights	1	EA	\$	\$
C	PARKING GARAGE Interior & Exterior Windows	1	EA	\$	\$
D	AIRPORT RESCUE FIRE FIGHTING BUILDING Interior Windows	1	EA	\$	\$
E	SOUTH TERMINAL Interior Windows	1	EA	\$	\$
F	GLASS ELEVATORS Interior & Exterior	1	EA	\$	\$
(APRIL)				LOT 1A TOTAL	\$

LOT 1B	SEMI-ANNUAL SERVICES				
ITEMS A-E	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE (QTY X UNIT = PRICE)
A	NORTH TERMINAL Exterior Windows	2	EA	\$	\$
B	SOUTH TERMINAL Curbside Lobby Exterior windows & Sky Lights	2	EA	\$	\$
C	AIRPORT RESCUE FIRE FIGHTING BUILDING Exterior Windows	2	EA	\$	\$
D	SOUTH TERMINAL Exterior Windows& Exterior of Designated Glass Elevators.	2	EA	\$	\$
E	BUILDING 42 Interior & Exterior Windows	2	EA	\$	\$
(APRIL AND MID-SEPTEMBER TO MID-OCTOBER)				LOT 1B TOTAL	\$

ATTACHMENT A

BID SCHEDULE continued

LOT 1C	AS NEEDED SERVICES				
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE (QTY X UNIT = PRICE)
A	AS NEEDED SERVICES	30	HOUR	\$	\$
				LOT 1C TOTAL	\$

LOT 1 Total (1A, 1B & 1C) \$ _____

BIDDER’S INFORMATION:

Company Name

Contact

Mailing Address

Phone Number

City, State, Zip

Fax Number

BIDDERS RESPONSE CHECK LIST:

- Complete and submit Page 1 of the ITB
- All Mandatory Return Amendments (if applicable)
- Bid Schedule Attachment A
- Bid Submission Cover Sheet Attachment B
- Provide required documents listed from Attachment D

ATTACHMENT B
Bid Submission Cover Sheet

PROJECT INFORMATION

ITB NUMBER: 2525C008
PROJECT NAME: Window Washing Service - TSAIA

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 _____

MANDATORY RETURN AMENDMENT(S) ACKNOWLEDGEMENT

The bidder acknowledges receipt of the following mandatory return 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).

AMENDMENT 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 <u>not</u> 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 <u>not</u> 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 <u>not</u> 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 <u>not</u> 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 <u>not</u> 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 <u>not</u> 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 <u>not</u> 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 <u>not</u> (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 each) below.

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?

<input type="checkbox"/> YES <input type="checkbox"/> 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:

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.	
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 _____

State of Alaska
Window Cleaning: Project Requirements

The following Project Requirements add to or enhance other contract provisions of the Contract Documents. Where any of these Project Requirements conflict with or provide an uncertainty as to the meaning of other provisions of the contract, the Contractor shall upon discovery and prior to commencing Work, make written request to the Contracting Officer for clarification. The Contracting Officer shall, within a reasonable period, provide a written clarification.

1.0 GENERAL PROJECT REQUIREMENTS

1.1 BILLING INSTRUCTIONS

In addition to the billing instructions provided in the Supplementary Conditions, the Contractor shall:

- A. Attach to the invoice the most recent copies of canceled payroll checks of all employees performing work under this Contract; and,
- B. E-mail invoices for services performed to the Project Manager kerry.willis@alaska.gov

1.2 EMPLOYMENT OF COMPANY MANAGER

The Contractor shall employ a company manager who shall:

- a. Establish a level of cleaning that meets or exceeds the standards set by the airport facilities management
- b. Regularly schedule communications with the Facilities Work Control Center and facilities management personnel to preclude problems.
- c. Constantly communicate with window cleaning foreman regarding systems, equipment and overall quality of program.
- d. Check monthly invoices for accuracy prior to submission.
- e. Monitor hiring and training of all new and replacement personnel.
- f. Be responsible for all reports, summaries and correspondence required by facilities management

1.3 EMPLOYMENT OF ON-SITE FOREMAN

At least one (1) person at the supervisory level who can speak, read, and write English fluently must be always present during the performance of any Work under this contract. Additionally, this person will check in at the beginning of each shift with facilities management to facilitate onsite communication.

1.4 EMPLOYMENT OF SITE FOREMAN

In addition to the 'Employment of a Manager' requirements, the Contractor shall have a competent Site Foreman or shift leader on the project at all times during the performance of any Work under this Contract. This person will be empowered to act for the Contractor (including the authority to remove employees found unacceptable by the Department and to replace them with acceptable employees) and must be fluent in both written and spoken English. On shifts, which employ or utilize five (5) or fewer personnel, the Site Foreman or the shift leader may be one of the working members of the Contractor's crew.

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1.5 WORK SCHEDULE

As a condition of Contract Award, the Contractor shall provide to the Project Manager a detailed Work schedule listing the anticipated performance dates/days of all scheduled Work under the Contract. Updated schedules shall be provided to the Project Manager upon request or in the event that dates/days change from those originally shown. The Contractor shall be required to provide to the Department: Names and identification of the Site Foreman or shift leaders. If the person with authority to act for the Contractor is other than the shift leader, provide the name and identification. A person with authority to act for the Contractor is required to be on-site at all times during the performance of any Work under this Contract.

1.6 WORKHOURS

Because of seasonal daylight and airport traffic variances, it is understood that work hours may vary. The Contractor shall keep the Project Manager informed of planned working hours at least seventy-two (72) in advance.

1.7 CONDUCT OF WORK

All Work performed under this Contract shall be completed without interfering with the proper performance of the airport operation, the public in its use of the airport, State business or Work being done by other contractors. The Contractor shall prevent his employees from disturbing material on desks, opening drawers or cabinets, or using telephones provided for official state use.

NOTE Computer terminals shall not be unplugged by the Contractor or any of his employees while performing any Work under this contract.

1.8 PRESENCE OF MINORS

No minors under eighteen (18) years of age, including family member of the Contractor or his employees, are to be on the Project site during Contract Work hours and are prohibited from performing any Work under this Contract.

1.9 SAFE PRACTICES

The Contractor will comply with all federal, state and local health and safety, regulations, rules and codes. A copy of a written safety program will be always available for inspection during performance of any Work performed under this Contract and said safety program must be approved by the Project Manager as a condition of Contract Award. The Contractor is responsible for their own safety gear, harnesses, etc. Note: There are not any anchor points on any roofs. The Contractor must, at his own expense and without additional cost to the Department, make good and be fully responsible for all injury or damage to persons or property which may result from his fault or negligence or that of his employees. This includes damages resulting from the use of materials and equipment or from workmanship that is inferior, defective, or not in accordance with the terms and conditions of these Contract Documents.

Electrical cords longer than 50 lineal feet shall not be used. Contractor employees shall use the closest outlets, preventing safety hazards to the public. The Contractor shall provide proper signage to alert and safeguard the public from hazards in the work area, e.g., "Men Working Overhead".

1.10 SAFETY DATA SHEETS (SDS)

The Contractor shall provide to the Project Manager evidence that copies of all 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. Additionally, copies of these SDS will be made available to the Contracting Officer. During the course of the Contract, SDS for newly acquired products, not identified at Award, shall also be made available. Within two (2) hours, the Contractor shall provide to the Project Manager copies of all requested SDS.

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1.11 CONTRACTOR AND EMPLOYEE QUALIFICATIONS

The Contractor and his employees, conducting the work, must have a minimum of five (5) years of experience performing high-rise window-cleaning services. Contractor and Employee letters and/or resumes from other employers contracting similar work, must be submitted at time of bid opening for verification, or they may be found nonresponsive.

1.12 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 Facilities Foreman's Office, Room SM1034, of the South Terminal at Anchorage international Airport and 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 Foreman's Office for replacements. The Contractor shall be liable for all costs incurred due to lost or misplaced keys, including the cost of re-keying any and all doors affected.

2.0 EQUIPMENT REQUIREMENTS**2.1 EQUIPMENT SPECIFICATIONS**

The Contractor shall provide, operate, insure and maintain any and all items of capital equipment to be used in the course of the contract. At the beginning of the contract, equipment placed in the building will be new or nearly new condition and completely serviceable. In the event that any piece of equipment should be out of service, Contractor warrants that it is capable to immediately replace such equipment so as not to disturb satisfactory completion of the cleaning task.

TSAIA will provide lift equipment for all interior window cleaning. The Contractor will be responsible for necessary lift equipment required for outside window cleaning.

****NOTE**** The Airport shall not be utilized for any minor or major repair of equipment.

All electrical 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, shall be free of cracks and/or breaks and shall only use three-wire grounded connections. Spliced, bound, or altered cords shall not be used. "Cheater" plugs that eliminate grounded connections shall not be used. The Department will reject the use of any equipment that is not maintained in an acceptable condition

2.2 WINDOW CLEANING TOOLS AND SUPPLIES

The Contractor shall provide all consumable items and must furnish all the labor, equipment, supplies and material necessary to accomplish the Work described in these Contract Documents. Unless otherwise specified in the Contract Documents, the Contractor shall provide standard Commercial grade products normally used by the window cleaning trade for the work as described. These items are subject to inspection and approval by the Project Manager. The Project Manager may require the Contractor to submit, for approval, a list of proposed brand names and/or actual product samples of the tools and supplies the Contractor intends to use.

2.3 EQUIPMENT INSPECTION

At time of bid opening, the Contractor will supply a list of all equipment to be used in the performance of any work under this contract to the Project Manager for approval. Throughout the contract period, to include any and all renewal options, which may be used, 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 prior to

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bid opening and all updated equipment lists will include, at a minimum, the following information:

- A. The type, make, model/serial 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).

3.1 LISTING AND DESCRIPTION OF WORK ITEMS

3.2 SCOPE OF WORK

Work to be provided under this project consists of interior and exterior cleaning of the windows and designated interior glass panels and glass enclosed elevators of the North Terminal, South Terminal, Curbside Lobby, Parking Garage, Airport Rescue Fire Fighting (ARFF) Building, and Building 42 located at 1601 Malone St. The North Terminal consists of approximately 19,836 Square Feet of Window Glass. The Curbside Lobby consists of approximately 5,800 Square Feet of Window Glass and Sky Lighting. The Parking Garage consists of approximately 4,500 square feet of Window Glass and Sky Lighting. The ARFF Building consists of approximately 1,740 Square feet of Window Glass and Sky Lighting. The South Terminal consists of approximately 70,000 square Feet of Window Glass, Sky Lights, and Glass enclosed Elevators.

NOTE: Interior Leased Spaces are not included in this contract and will be identified during the walk through.

3.3 INTENT OF CONTRACT DOCUMENTS

It is the intent of the Contract Documents to describe the window cleaning services necessary to ensure satisfactory performance of the work at the Project site, such services to be provided by the Contractor in accordance with the Contract. Any work, materials or equipment that may be reasonably be inferred from the contract Documents as being required to produce the intended result, shall be supplied without any adjustment in Contract Price or Contract Time, whether or not specifically called for.

Reference to standard specifications, manuals or codes of any technical society, organization or association or to the Regulatory Requirements of any governmental authority, whether such reference be specific or by implication, shall mean the current adopted edition stated in the Contract Documents or if not stated, the current adopted edition of Regulatory Requirements enforced by any governmental agency during the term of this Contract. However, no provision of any referenced standard specifications, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the Department and the Contractor, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the Department or any of the Department's consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Contract Documents.

3.4 DISCREPANCY IN CONTRACT DOCUMENTS

Before undertaking the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify all pertinent information shown thereon. Work done by the Contractor shall imply the verification of all information shown on the Contract Documents. If during the above study or during the performance of the Work, the Contractor finds a conflict, error, discrepancy or omission in the Contract Documents, or a discrepancy between the Contract documents and any standard specification, manual, code or Regulatory Requirement which after the Work, the contractor shall promptly report such discrepancy in writing to the Contracting Officer. The contractor shall obtain a written interpretation

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or clarification from the Contracting officer before proceeding with any work affected thereby. Any adjustment made by the contractor without this determination shall be at his own risk and expense. However, the Contractor shall not be liable to the Department for failure to report any discrepancy, error conflict in the Contract Documents unless the Contractor had actual knowledge thereof or should reasonably have known thereof.

3.5 DESCRIPTION OF WORK:

Wash/clean all windows, glass doors, transoms and headers, interior and exterior; All mullion, fixtures and appendages of vestibule glass, interior and exterior of spandrel glass shall be clean of cleaning solutions, and miscellaneous deposits, dirt and debris. Mild water-based cleaning solution is to be used along with industry standard brush and squeegee applications. In freezing conditions an appropriate amount of alcohol may be added to the solution. Upon completion glass is to be left dry and free of all blemishes, streaks, marks, film and other unsightly appearances. All spillages shall be removed promptly and all surfaces adjacent to the glass shall be left in clean and dry condition. All glass surfaces subject to the provisions of this contract shall be and made free of any and all soils, materials and other substances, which obscure vision or obstruct the transmission of light.

3.5.1 ANNUAL SERVICES TO BE COMPLETED IN APRIL

- A. North Terminal Interior windows and Designated Interior Glass Panels.
- B. South Terminal Curbside Lobby interior windows and Sky Lights.
- C. Parking Garage Interior & Exterior Windows.
- D. Airport Rescue Fire Fighting Building Interior Windows
- E. South Terminal Interior Windows
- F. Interior and exterior glass of glass elevators (2).

3.5.2 SEMI-ANNUAL SERVICES TO BE COMPLETED IN APRIL AND MID-SEPTEMBER TO MID-OCTOBER

- A. North Terminal Exterior Windows.
- B. Curbside Lobby Exterior Windows and Sky Lights.
- C. Airport Rescue fire Fighting Building Exterior Windows.
- D. South Terminal Exterior Windows and Interior & Exterior of Designated Glass Elevators.
- E. Building 42 Interior & Exterior Windows

3.06 AIRPORT ACCESS CREDENTIALS (BADGING)

The badging of all Contractor employees will be required for this Project. The Airport Facilities section will sponsor the badging of Contractor employees. The contacts for badging information are:

Sir Charles Hawk
Phone: 907-266-2737

Email: sircharles.hawk@alaska.gov

Tracy Lee
Phone: 907-266-2198

Email: tracy.lee@alaska.gov

Check-in and check-out with the Facilities Work Control Center at 266-2432 is required each day.

END OF PROJECT REQUIREMENTS

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ANSWERS TO BIDDER'S QUESTIONS FROM LAST SITE VISIT:

Question: Why do we need to provide employee names and equipment lists?

Answer: We need to adhere to FAA requirements and airport policy and procedures for service work in and around the airport.

Question: Can we have a list of bidders or list of people that were present during the site visit?

Answer: No, we can provide that after we issue the Notice of Intent to Award (NOI).

Question: Is the contractor to provide all equipment and materials needed?

Answer: The airport will provide man-lifts to service all interior glass. The contractor is responsible for providing & maintaining/storing equipment needed for all exterior glass. The contractor is responsible for their own safety gear; harnesses, etc., to include their own safety program.

Question: Can we store our equipment onsite?

Answer: The airport will have designated areas for the contractor to store their equipment during the required service timeframe (not all year).

Question: How many man-lifts are made available to the contractor for the inside work?

Answer: Two (2) lifts are available; Genie series 2-person scissor lift, and JLG Traxklift 80'

Question: Can we access the roof in certain locations and navigate around the trees & shrubs if needed to clean some of the exterior glass?

Answer: Yes, however; the contractor must navigate around the trees and shrubs without causing damage, only ladders should be used in these areas which are located between AK Airlines baggage claim and the guard shack. If the contractor uses ladders on the roof (on the South Terminal) while performing work, the contractor must not cause any damage to the soft rubber membrane covering the roof.

Please reference: Scope of Work 1.9 SAFE PRACTICES: *The Contractor will comply with all federal, state and local health and safety, regulations, rules and codes. A copy of a written safety program will be available for inspection at all times during performance of any work performed under this Contract and said safety program must be approved by the Project Manager before Contract Award. The Contractor must, at his own expense and without additional cost to the Department, make good and be fully responsible for all injury or damage to persons or property which may result from his fault or negligence or that of his employees. This includes damages resulting from the use of materials and equipment or from workmanship that is inferior, defective, or not in accordance with the terms and conditions of these Contract Documents & industry standard.*

Question: Are there any anchor-points located on any of the roofs?

Answer: No

Question: What about blocking off roadways or other areas to access windows, will the airport provide assistance to include flaggers and cones?

Answer: No, If needed; It is the contractors responsibility to block-off roads or any other areas interior/exterior, adhere to Safe Practices and keep the project manager informed.

Question: Are we able to stop the escalators, elevators and high-speed moveable sidewalks to clean/service the glass on and around those areas?

Answer: Yes, when the contractor is ready to clean those locations, coordinate with the Project Manager Kerry Willis or the control room foreman and allow up to 3-4 days for them to accommodate.

Question: Are there water outlets outside we can use?

Answer: Yes, we have multiple water outlets located around the North and South terminals.

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Question: Is the contractor responsible for cleaning the glass on all the display cases & restaurants located throughout the airport, what about the smoke shacks outside and the tall tower?

Answer: The only display case the contractor will need to clean will be the one located in the baggage claim area (outside glass only), all other display cases, restaurants, smoke shacks and tower are not to be cleaned.

Question: What about all the glass offices inside the terminals?

Answer: The glass offices located on the 3rd floor need to be cleaned, but no offices downstairs.

Question: Which glass gets cleaned in the Taxi Stand?

Answer: All the glass needs cleaned inside and outside to include the escalators, except for the interior sky light.

Question: What about all the glass in the Entry Way boxes?

Answer: Yes, All the Entry Way boxes glass needs cleaned interior and exterior.

Question: What about all the glass in the Parking Garage?

Answer: Yes, All the Parking Garage glass needs cleaned interior and exterior except for the interior sky light (over the escalators).

Question: How much money does each badge cost, how long does it take to obtain badges, how long will the badge last, are there temporary badges?

Answer: No temporary badges. It is the responsibility of the contractor to self-sponsor their own badging program. For more information about badging contact Kristin Odsather 907-266-2403 or Terri Tibbe 907-266-2522

Or on the web at: <http://dot.alaska.gov/anc/business/badgeID/index.shtml>

Question: What days/times are preferred by the airport for cleaning glass inside and exterior?

Answer: The airport is accessible 7 days a week 24hrs a day; see Scope of Work section 1.6 **WORKHOURS:** Because of seasonal daylight and airport traffic variances, it is understood that work hours may vary. The Contractor shall keep the Project Manager **Kerry Willis** informed of planned working hours at least seventy-two (72) hours in advance. We are flexible with regards to timeframe and working hours.

Question: We were unable to access the B-Concourse; can you provide any pictures or SQFT?

Answer: Yes, the square footage is listed in the Scope of Work Section 3.2, the B-Concourse is part of the South Terminal total sqft.

Question: *“regarding interior lift usage, do we need to use any kind of floor protection underneath either of the provided interior lifts or no? We have in the past worked with properties which required us to drive only over plywood tracks which greatly increased the time in which we needed to complete our job”?*

Answer: We don't require any floor protection. The Contractor will need to barricade/rope-off when lift is in use.

Question: *“regarding elevator shafts, will there will be an operator working with the team to secure and manage the mechanics while we do our job”?*

Answer: Yes

Question: *“....the skylights above the main terminal are very high and I know that the interiors are not part of the ITB but are the exteriors”?*

Answer: No

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Question: *“The contract states no minors may work on this job site. Can you please help me understand why minors are prohibited”?*

Answer: Explanation from the AG’s office: the federal Fair Labor Standards Act would govern in this situation both because it is the stricter law as applied to youth and because it would cover maintenance activity at the Airport. Under the FLSA, minors are barred from employment that utilizes power-driven hoisting apparatus, including scissor lifts. Working under a parent’s supervision does not change that analysis under the FLSA.

Question: *“Please clarify 3.05.1 and 3.05.2 for me. It looks like A, B, C, and D, will be done inside and outside in April and outside only again in September through October. Is this correct”?*

Answer: Yes

Question: *“This is a significant amount of work to complete in less than 1 month”.*

Answer: We’re flexible to the exact dates, but do not want to excessively draw out the timeline.

Question: *“Will the man lift be able to be positioned at the bottom of both escalators in the atrium area”?*

Answer: Yes

Question: *“Will Airport personnel be able to move the man lift from one level to the next”?*

Answer: Airport personnel will **move** the lift; the contractor is responsible for adjusting/positioning.

Question: *“We would like to have the man lift situated at all three levels by the escalators (bottom floor = on both sides of the atrium area)”?*

Answer: Third floor is done with a scissor lift.

Question: *“As for billing for the job I did not see specific mention of billing for rentals and I’m wondering if I may be able to bill before one month of work has been done just for costs of upfront expenses incurred for the work. These expenses would be listed as items on my bid but wondering if they will be able to be billed to the state before much work is actually done pr say. If so how would that be handled and in what timing.”?*

Answer: No upfront costs will be paid. Contractor will provide invoice to the State, detailing what portion of work was done, and then payment will be rendered.

INVOICES: Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order or Contract Award. The ordering agency will only make payment after it receives the merchandise or **service** and the invoice. Question concerning payment must be addressed to the ordering agency (See Project Requirements 1.1 for Billing Instructions).

REQUIRED DOCUMENTS

A BIDDER'S FAILURE TO COMPLY WITH THE FOLLOWING, WITHIN THE TIME SET BY THE STATE, MAY CAUSE THE STATE TO CONSIDER THE BIDDER NON-RESPONSIVE

DOCUMENTS REQUIRED AT TIME OF BID OPENING:

- 1) List of Personnel that will be working in the building.
- 2) Letters/Resumes (proof of 5 years' experience)
- 3) List of Equipment that will be used.

DOCUMENTS REQUIRED UPON CONTRACT AWARD:

- 1) The Contractor shall provide a detailed work schedule listing the anticipated performance dates/days of all scheduled work under the Contract.
- 2) SUBCONTRACTOR(S): (If applicable) within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.
- 3) Safety Data Sheets (SDS)
- 4) Written Safety Program
- 5) Proof of Insurance

DOCUMENTS REQUIRED DURING THE TERM OF THE CONTRACT:

- 1) Any changes to the worker list.
- 2) Any changes to the equipment list.
- 3) Up to date insurance.