

STATE OF ALASKA INVITATION TO BID (ITB)



FAIRBANKS REGIONAL PUBLIC HEALTH CENTER JANITORIAL SERVICES

2025-1600-0084 / 1625-017

9/25/2024

THE STATE OF ALASKA, DEPARTMENT OF HEALTH, DIVISION OF ALASKA PUBLIC HEALTH IS SOLICITING FOR A CONTRACTOR TO PROVIDE JANITORIAL SERVICES FOR FAIRBANKS REGIONAL PUBLIC HEALTH CENTER.

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

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

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

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

DEPARTMENT OF HEALTH	
DIVISION OF PUBLIC HEALTH	_____
PROCUREMENT OFFICER: R. Todd Webster PHONE: (907) 268-4847 EMAIL: RUSSELL.WEBSTER@ALASKA.GOV	COMPANY SUBMITTING BID

	AUTHORIZED SIGNATURE

	PRINTED NAME / DATE

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Health (DPH), Division of Public Health (DPH), is soliciting bids with the intent to establish a one (1) year contract with four (4) one-year renewal options to provide janitorial services for the Fairbanks Regional Public Health Center, located at 1025 West Barnette Street, Fairbanks Alaska.

SEC. 1.02 BUDGET

Department of Health, Division of Public Health, estimates a budget of between \$185,000.00 and \$210,000.00 for this contract. **Bids priced at more than \$210,000.00 will be considered non-responsive.**

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

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:30 pm** Alaska Time on **10/16/2024**, at which time they will be officially opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

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

- Bidder **MUST** agree to a background check upon award of contract
- Bidder has minimum of two (2) years' experience in Janitorial Services:
- Bidder must have **MINIMUM EQUIPMENT NECESSARY TO PROVIDE SERVICES**:
 1. The vacuum cleaners must be in good working condition and are subject to inspection by the state. Vacuum paper filter bags and filters need to be cleaned or replaced weekly. The contractor must provide adequate backup equipment to assure all services are provided as scheduled.
 2. One commercial grade, dual motored upright vacuum cleaner with at least 70 inches of static water lift equipped with beater brush and all attachments necessary to clean carpets, edges, and corners.
 3. All other tools and equipment such as brooms, mops, buckets, sponges, etc. necessary to complete the tasks outlined in this ITB.
 4. Failure of the bidder to produce the equipment required within the time set by the State will be cause for the State to consider the bid non-responsive or to cancel the contract.
 5. Prior to the award of the contract, the State may inspect the equipment the bidder proposes to use in fulfilling contract obligations. If equipment is not available for inspection, the bidder may be required to show proof of purchase with the anticipated delivery date of the equipment before awarding the contract.

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

SEC. 1.05 INVITATION TO BID (ITB) REVIEW

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

SEC. 1.06 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

There will be a **MANDATORY** walk-through site inspection at 1:00 P.M. on Wednesday October 9, 2024. All interested parties will check-in at the front desk. No other site inspections will be scheduled. Diane Johnson (site contact) will direct the bidders through worksite. Bidders are required to visit the work site to inform themselves of the conditions under which the work described in this ITB will be performed.

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

SEC. 1.08 RETURN INSTRUCTIONS

Offerors must submit their proposals via email. The technical proposal and cost proposal must be saved as separate documents and emailed to doh.procurement.proposals@alaska.gov as separate, clearly labeled attachments. The email must contain the RFP number in the subject line.

The maximum size of a single email (including all text and attachments) that can be received by the state is 25mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 25 megabytes.

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

It is the offeror's responsibility to contact the above email address to confirm that the proposal 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 (AST).

ACTIVITY	TIME	DATE
Issue Date / ITB Released	1:00 pm	9/25/2024
Mandatory Site Inspection	1:00 pm	10/9/2024
Deadline for Receipt of Bids / Bid Due Date	2:30 pm	10/16/2024
Bid Evaluations Complete	4:00 pm	10/18/2024
Notice of Intent to Award	1:00 pm	10/25/2024
Contract Issued	1:00 pm	11/4/2024

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 Health, 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.

SEC. 1.16 BID FORMS

Bidders shall use the front page of this ITB, and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

BIDDER'S CERTIFICATION

By signature on the bid, the bidder certifies that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

If any bidder fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the bid, terminate the contract, or consider the contractor in default.

SEC. 1.17 PRICES

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

SEC. 1.18 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. 1.19 AMENDMENTS TO THE ITB

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

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 SCOPE OF WORK

The contractor will be responsible for janitorial services as outlined below (in SEC 2.02). Services are to be performed nightly between 7:00 pm and 6:00 AM, Monday thru Friday except state observed holidays. Payment will be made monthly after the work has been inspected and approved by the Department of Health designee.

The awarded contractor shall furnish and maintain all restrooms with supplies such as toilet paper, liquid hand soap, deodorizers, paper towels, toilet seat covers and plastic liners for trash cans. The cost of these supplies shall be the responsibility of the awarded contractor. Please note that this a fragrance-free facility. No lingering odors from cleaning products may occur during work hours.

1. GENERAL SPECIFICATIONS

a. Building Characteristics

- (1) Two levels
- (2) approximately 18,400 square feet of total cleaning area
- (3) 21 private offices
- (4) 13 exam rooms
- (5) 8 restrooms
- (6) large conference room
- (7) approximately 35 employees work in this building

2. **AREA INCLUDED IN THE CONTRACT:** All offices, foyers, hallways, entryways, conference rooms, break rooms, and bathrooms, as applicable to this Invitation to Bid. This also includes interior windows, partitions and glass doors, exterior pedestrian entry glass doors, exterior entryway glass, inside surface of exterior windows, and exterior surface on ground floor windows.
3. **AREAS EXCLUDED FROM THE CONTRACT:** No work is required in the electrical/telephone switching rooms.
4. **WORK WEEK:** Services cover a five (5) day work week, Monday through Friday, except on State observed Holidays. The current State calendar with holidays can be located at <http://doa.alaska.gov/calendars.html>. Work is to be performed after 7:00 PM and before 6:00 AM each working day.
NOTE: Occasionally the State may hold evening meetings at the facility. Health Center personnel will notify the Contractor in case of an evening clinic or meeting that may affect services. If this occurs, the details of an alternate start time for the scheduled services will be discussed with the Contractor by the Project Director.
5. **TOBACCO-FREE/FRAGRANCE-FREE CAMPUS:** Grounds and facility are tobacco free/ smoke-free, as well as fragrance-free for the well-being of our clients and staff.
6. **FACILITY KEY CONTROL AND SECURITY:**
 - a. **NOTE:** Special emphasis is placed on key control. If any key or access card is lost by a contract employee, all locks affected will be re-keyed and keys will be revised/reissued. This is a very expensive process, and the contractor will be held financially liable for all re-keying and reissue resulting from the loss of a key or card by the contractor or an employee of the contractor.
 - b. The contractor will ensure that exterior doors are kept locked at all times except when the building is normally open to the public. Interior building doors must remain secured except

- while work in the immediate area is in progress. All doors are to be closed securely, locked and the security system armed when the contractor and employees leave the building.
- c. Janitors are required to turn off all lights at the end of each work period or as per instruction from the Project Director.
 - d. Disarm Fairbanks Regional Health Center's security system on entry and arm the security system on exit. Any false alarms caused by the contractor that result in the State being charged a fine/fee by the alarm monitoring agency shall be deducted from the contractor's payment for that month.
7. **COMMUNICATION:** The contractor or a delegate will be on the job site at all times during the performance of work. The delegate must be authorized to act on behalf of the contractor and must be fluent in both written and spoken English to adequately perform the contracted services.
 8. **CONTRACTOR AND EMPLOYEE QUALIFICATIONS:** The contractor and all employees shall be capable and experienced in the contract work performed. They shall be free from communicable diseases. The State may require the removal of any worker from the work area whose continued presence is deemed contrary to the public or State's best interests. The State may require the removal of any worker from the work area whom it deems incompetent, insubordinate, or otherwise objectionable. The State will require that the Contractor and all employees submit to fingerprinting and security clearance. It is the responsibility of the Contractor to ensure that this requirement is met within 7 days of award of this contract. All costs involved will be borne by the Contractor. If identification cards are necessary, the cost will be borne by the Contractor.
 9. **EMPLOYMENT OF MINORS:** Minors are prohibited from performing services of this contract.
 10. **CONDUCT OF WORK:** All services shall be performed during the schedule as described in Section 2.01.4. All contract work shall be completed without interfering with the proper performance of State business or work being done by other contractors. The contractor shall prevent their employees from disturbing material on desks, opening drawers or cabinets, use of telephones, copy machines, computers, and printers provided for official State use are prohibited. If located for cleaning convenience, furniture and wastebaskets will be placed back to their original locations.
 - a. Minor children of the contractor, supervisor, or employees of the contractor shall not be allowed on the premises.
 - b. Eating and drinking, if necessary, are to be done in designated, safe break rooms.
 11. **RESTRICTED AREAS:** Pharmacy, medical records, IT, supply, and mechanical room cleanings must be prearranged with Health Center staff. A Health Center staff member must be present at the time of cleaning.
 12. **JANITORIAL SERVICES/SUPPLIES/EQUIPMENT:**
 - a. Limited storage room(s) will be made available to the contractor for storage of equipment, materials, and supplies used in the performance of the contract. The contractor must keep this area neat, orderly, and odor free at all times. The contractor must provide all the janitorial services including labor, equipment, supplies, and material necessary to accomplish the work described in this Invitation to Bid (ITB).
 - b. The contractor must provide standard commercial-grade products, supplies, equipment, paper goods, and restroom supplies, of types and sizes to fit existing state-provided dispensers. These items are subject to inspection and approval by the state. The successful bidder must submit for approval all supplies to be used in the contract within 10 days of the notice of award.
 - c. The contractor may not use alternative restroom product dispensers in lieu of those already in place without the approval of the Procurement Officer.
 - d. The Procurement Officer may require the contractor to submit a list of proposed brand names and/or actual product samples of the supplies the contractor intends to use.

13. CONSUMABLE SUPPLIES:

Furnish and maintain adequate supplies of 2-ply toilet paper, unscented garbage bags/liners, paper towels, disposable seat covers, and unscented soap. These supplies are to be of standard or better quality and are to be furnished by the contractor. The cost of these supplies shall be the responsibility of the awarded contractor. Please note that this is a fragrance-free facility. No lingering odors from cleaning products may occur during work hours.

- a. **Standard Quality:** The consumable supplies required to be furnished by the contractor shall be the listed brand or equivalent. The equivalent brand must fit the existing dispensers.

- (1) Toilet Paper, KC04460 (Kimberly Clark) – at least 2 ply
- (2) Garbage Bags, TYCO PXR33, 24" x 33" & TYCO PXR48, 40" x 48"
- (3) Towels, KC1510 C-fold style (Kimberly Clark)
- (4) Soap, 23050 Soft1 Lotion Soap (Asplund Supply) "fragrance-free"
- (5) Toilet Seat Covers, Discreet Seat #DS-5000

- 14. Recycled paper:** Bidders are notified that paper products furnished while providing this service shall meet the following minimum recycled *post-consumer material content requirements shown below.

If the contractor furnished products that do not meet this minimum standard it will be grounds for the state to declare the bidder non-responsible, in default and to cancel the contract.

Products	Minimum % Content
Toilet Paper	20%
Paper Towels	40%

* "Post-consumer Materials" refers to waste materials and byproducts that have been recovered or diverted from the solid waste stream, but such term does not include materials and byproducts generated from, and commonly reused within, an original manufacturing process. The term includes paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth after they have been passed through their end usage as a consumer item, including used corrugated boxes, old newspapers, old magazines, mixed wastepaper, paperboard and fibrous wastes that enter and are collected from municipal solid wastes.

15. CLEANING AGENTS:

- a. Never use washing solution stronger than necessary. *No bleach use is allowed in the building. Remember this is a fragrance-free facility.*
- b. Apply washing solution only long enough to loosen dirt and disinfect per manufacturer's instructions.
- c. Rinse clean surfaces with clear water.
- d. Do not spill solutions on surfaces not to be cleaned.
- e. Use steel wool, scouring powders, and abrasives only when absolutely necessary.
- f. Untreated feather dusters are not allowed.
- g. Carpet, vinyl floor, and wall covering cleaning performed in accordance with the manufacture's specifications.

- 16. PLASTIC TRASH BAGS:** Plastic liners for wastebaskets shall be furnished by the contractor and shall be changed as needed, but in no case shall they be used longer than one week. Liners shall be of heavy plastic which resists tear when filled. If needed, the liner needs to be secured in a manner to keep it in proper placement.

- 17. SAFETY DATA SHEETS (SDS):** The contractor must maintain a notebook on site with all copies of the SDSs for all the chemicals and cleaning agents that are used in the performance of this contract. The bidder's failure to provide the SDSs, within the time required by the State, will cause the State to declare the bidder non-responsive and to reject the bid or will be grounds for the State to declare the contractor in default and cancel the contract.

18. **WORK AREA INCREASE OR DECREASE:** The State reserves the right to increase or decrease the work area covered by the contract which results from the ITB. The price per square foot of any increase or decrease will be equal to the then current price per square foot of this contract. The current price per square foot will be calculated as follows:

The total monthly price divided by 18,400 square feet equals the price per square foot. By signing this ITB the contractor indicates their agreement with this and all other provisions.

SEC. 2.02 SERVICES TO BE PERFORMED

1. NIGHTLY SERVICES:

- a. Empty and wipe clean all wastebaskets; line with clean, appropriate size garbage bags. Wash wastebaskets thoroughly if they become unsanitary or malodorous.
- b. Remove any boxes, containers or other items marked "TRASH".
- c. Empty trash from exterior trash/ashtray receptacles located outside each entrance and sift cigarette butts out of sand in ashtray compartment and replace sand in ashtray compartment on an as needed basis. Police all sidewalks, parking and landscaped areas within 20 sq. feet of each entrance and dumpster, by collecting and removing all trash and discarded material.
- d. Secure trash in plastic garbage bags and dispose of garbage bags away from the premises in designated on-site container. Trash shall be placed in the dumpster as soon as it is removed from the building. After disposal, the contractor must close and secure the container lids and/or doors.
- e. Clean all mirrors and interior glass (excluding exterior windows which are covered under annual services). Leave in a clean, polished and streak-free condition.
- f. Remove all finger marks, dirt, smudges and foreign material from walls, doors, doorframes, cabinets, appliance exteriors, woodwork, light switch cover plates, light switches, doorknobs/handles, kick plates, stairwell hand railings, elevator and all associated surrounding areas. Leave in a clean, polished and streak-free condition.
- g. Vacuum all carpeted floors, rugs, entry ways, staircases, elevator floor and elevator door tracks including edges and corners. Foreign material needs to be removed from floor manually if unfeasible with vacuum. (See Attachment # 1)
- h. Sweep and mop all vinyl floors with a dilute neutral-detergent solution including removing all foreign material and black marks.(See Attachment #2)
- i. Vacuum and mop all chair mats with a dilute neutral-detergent solution including removing all foreign material and black marks.
- j. Wash all vinyl baseboard covers and edges where accessible removing all marks and foreign material. Clean all edges and corners where baseboard covers and floor meet.
- k. Dust all flat surfaces. Clean, disinfect and polish table surfaces in conference rooms, offices and public areas. (Flat surfaces are areas such as countertops, top of file cabinets, ledges, windowsills, fire extinguisher cabinet tops, bulletin board and picture frames. Desktops are excluded from this nightly service except when requested by the occupant.)
- l. Clean all drinking fountains, bathroom fixtures, toilet/urinal stall partitions including shower stall with an EPA registered germicide, including removal of mineral and calcium deposits.

- m. Clean/disinfect all exam rooms, exam tables, and lab area sinks, fixtures, counters, cabinets, wastebaskets, and pediatric scales with an EPA registered germicidal, tuberculocidal, fungicidal, viricidal disinfectant including removal of mineral and calcium deposits.
 - n. Polish all stainless-steel fountains, sinks and fixtures after cleaning/disinfecting and leave in a streak-free condition.
 - o. Fill all soap, paper towel, toilet paper, toilet seat covers and other dispensers with products of proper size and type to sufficiently meet daily requirements. Dispensers are furnished by the State.
 - p. Maintain all paper, soap, and other dispensers in a clean and usable condition. Report maintenance problems to designated State personnel.
 - q. Maintain all entry mats, provided by the State, in a clean, dirt-free, and functional manner.
2. WEEKLY-EACH WEDNESDAY-SCHEDULE TO BE PRE-ARRANGED WITH DESIGNATED STATE PERSONNEL
 - a. Vacuum medical records room. Foreign materials need to be removed from floor manually if unfeasible with vacuum. (See Attachment # 1)
 - b. Dust flat surfaces in medical records room.
 - c. Sweep and mop pharmacy floor with a dilute neutral-detergent solution, including removing all foreign material and black marks (See Attachment #2).
 - d. Clean/disinfect sinks, fixtures, cabinets, and counters in pharmacy with an EPA registered germicidal, tuberculocidal, fungicidal, viricidal disinfectant, including removal of mineral and calcium deposits.
 - e. Fill soap, and other dispensers in pharmacy with products of proper size and type. Dispensers are furnished by the State.
3. WEEKLY-EACH FRIDAY:
 - a. After damp mopping vinyl floors, spray-buff to restore gloss. (Use a dilute floor polish of 7% to 8% solids or a spray-buffing compound and a floor machine capable of 1100 - 1600 rpm equipped with an appropriate burnishing pad (See Attachment #2).
 - b. Clean all chair and table legs. Leave in a clean and dirt-free condition.
 - c. Wash all vinyl stairway treads, removing all marks and foreign material.
4. MONTHLY
 - a. Maintain air vent grills in a clean, dust/lint-free condition. Contractor shall use great care not to damage surrounding ceiling tiles. Vacuum all surrounding dirty ceiling tiles with brush attachments.
 - b. Vacuum fabric chairs in exam rooms and conference room. Remove spots/stains as required.
5. QUARTERLY - SCHEDULE TO BE PRE-ARRANGED WITH DESIGNATED STATE PERSONNEL
 - a. Recoat vinyl floors per manufacturer's directions using appropriate equipment as needed in April and October.
 - b. Strip vinyl floors per manufacturer's directions using appropriate equipment as needed in January and July.
6. EVERY SIX MONTHS - SCHEDULE TO BE PRE-ARRANGED WITH DESIGNATED STATE PERSONNEL
 - a. Remove all wax from all vinyl floors by mopping/scrubbing with a synthetic detergent or wax remover, rinse thoroughly and apply good skid resistant wax of a type recommended by floor tile manufacturers. When wax is dry, machine buff to smooth sheen. Use only the

- strength of wax stripper needed and remove promptly and rinse to eliminate damage to vinyl flooring (See Attachment #2).
- b. Shampoo carpets and rugs in the following areas (outlined below) of the Health Center using a method recommended by the manufacturer. Remove spots/stains from carpets and rugs. (See Attachment #1)
 - a) All Hallways
 - b) Client Waiting Room
 - c) Well Child Room
 - d) Conference Room
 - e) Sweep and mop mechanical and supply room floors.
7. ANNUALLY - SCHEDULE TO BE PRE-ARRANGED WITH DESIGNATED STATE PERSONNEL
- a. Wash walls where wall coverings permit (See Attachment #3)
 - b. Dust areas above 8'.
 - c. Clean inside surface of all exterior windows and the outside of the 1st floor windows only.
 - d. Wash the interior and exterior of all light diffuser lenses.
 - e. Shampoo carpets in the reception area and all offices of the Health Center using a method recommended by the manufacturer. Remove spots/stains from carpets as required (See Attachment # 1)

SEC. 2.03 CONTRACT TERM

The length of the contract will be from the date of award, approximately **1/1/2025**, through **12/31/2025**, with FOUR (4) optional one-year renewals under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

SEC. 2.04 CONTRACT TYPE

This contract is a Firm Fixed Price Service contract.

SEC. 2.05 PAYMENT FOR STATE PURCHASES

No payment will be made until the contract is approved by the Commissioner of the Department of Health or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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. 2.06 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Health, Division of Public Health.

SEC. 2.07 CONTRACT PRICE ADJUSTMENTS

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

Contract prices will remain firm through **12/31/2029**.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed and managed is at:

Fairbanks Regional Public Health Center
1025 W Barnette St.
Fairbanks, AK 99701

The state **WILL** provide workspace and limited storage for the contractor.

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.

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 will not be allowed.

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

The F.O.B. point for this ITB will be Fairbanks Regional Public Health Center, 1025 W Barnette St. Fairbanks, AK 99701. The contractor will be required to prepare the items for shipping and to ship them to the ultimate destination specified in the state's order. The contractor will be required to prepay the freight charges from the F.O.B. point to the ultimate destination. The contractor may charge-back the freight charges from the F.O.B. point to the ultimate destination as a separate item on the state's invoice. These costs must be billed as a pass-through charge.

SEC. 2.14 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.15 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. 2.16 BILLING INSTRUCTIONS

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

- An Invoice Number and Date Issued
- The Period and Deliverables being invoiced
- The Contract Number: **1625-017**
- The Department and Division: **Department of Health (DOH), Division of Public Health (DPH)**

Invoices must be sent via email to: phn.iro.admin@alaska.gov.

The state will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

SEC. 2.17 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.).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

Personal Privacy of our Staff and Clients is in the highest regard. Please read the HIPAA BAA carefully. It will be incorporated into the contract, in any case, please keep in mind:

“Whatever you see here, hear here and experience here has to stay here. So if you see your neighbor’s kid here, you can’t mention it to anyone”

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. 2.18 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. 2.19 INSURANCE

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

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

Proof of insurance is required for the following:

- Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable,

any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.

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

SEC. 2.20 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.

1. **WORK INSPECTIONS:** The contractor or a delegate shall be prepared to make an inspection with the State's representative at the beginning of each week of contract performance. All quarterly, semi-annual, and annual cleaning services are to be coordinated with and inspected by Health Center staff. Before commencing work on any of these items the Contractor will contact Health Center staff and a written work schedule will be submitted stating what will be done, where the Contractor will be cleaning, the time-of-day Contractor will be performing the work, and when Contractor will be finished with the cleaning. If no contact is made for coordination and inspection and no work schedule is submitted, work may be required to be redone at no charge to the State.
2. **DEFECTIVE WORK:** Failure to provide any of the services described herein will cause the
 - a. agency receiving the services and/or managing the contract, to issue a written Deficiency Claim (DC) to the janitorial contractor.
 - b. A copy of the warning must be sent to the assigned Procurement Officer in the State Procurement Office.
 - c. More than (3) three DCs in 60 days or a total of (7) seven DCs in a (6) six-month period may be grounds for the State to declare the contractor in default and cancel the contract.
 - d. Any deficiency correction required will be accomplished within 6 hours after inspection or at a time acceptable to the State after janitorial contractor receives DC.
 - e. If a deficiency is not corrected within 24 hours of notification the State may hire another janitorial firm to correct the deficiency and deduct that cost from the next payment due under the contract.
 - f. The Contractor shall be capable of being contacted 24 hours a day by phone.
 - g. On the last scheduled day of performance, the Contractor shall provide all required services. Clean the building and leave all dispensers full.

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.

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:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

If any bidder fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the bid, terminate the contract, or consider the contractor in default.

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SEC. 3.02 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 solicited procurements, 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 Military Skills Program Preference – AS 36.30.321(l)
- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

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

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

Alaska Bidder Preference Certification Form

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

SEC. 4.04 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

An Alaska Military Skills Program Preference of 2%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and:

- a) Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service;
or
- b) has an active partnership with an entity that employs an apprentice through a program described above.

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 Military Skills Program Preference Certification

In order to receive the Alaska Military Skills Program 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. 4.06 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. 4.07 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. 4.08 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. 4.09 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. 4.10 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. 4.11 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. 4.12 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. 4.13 METHOD OF AWARD

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

SEC. 4.14 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 mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement officer does so without a contract and at their own risk.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 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, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 5.03 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 BRAND SPECIFIC

Certain items may be designated brand specific. When an item is designated no substitutions for the brand and model specified will be allowed.

SEC. 5.08 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. 5.09 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. 5.10 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. 5.11 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. 5.12 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. 5.13 RIGHT OF REJECTION

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

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive 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 offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

SEC. 5.14 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. 5.15 DISCLOSURE OF BID CONTENTS

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All other bid information

will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

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

SEC. 5.16 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. 5.17 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. 5.18 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 in order 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 offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

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

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

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

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

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

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

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

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Carpet Care Guidelines
- 2) Mannington and Armstrong Flooring Care Guidelines
- 3) Guard Plus Vinyl Wallcovering Guidelines
- 4) Alaska Bidder Preference Certification Form
- 5) Cost Proposal
- 6) Building Floorplan Map
- 7) HIPAA BAA