

Scope of Work

The Alaska Dept. of Fish and Game Cordova office Janitorial.

The Cordova office is located at 401 Railroad Ave, Cordova Ak. The office space is approximately 3,400sq feet.

The Contractor shall be responsible for the janitorial services as outlined below:

WEEKLY & TWICE WEEKLY SERVICES

The Services below must be conducted once a week between Oct 1st through March 31st, then increase to twice a week between April 1st through September 30th.

- Empty all wastebaskets, collect all wastepaper and trash, dispose of all the garbage in the trash cans outside the building and replace all trash bags/wastebasket plastic liners as needed.
- Floors: Sweep and mop all the hard floors of building including entryways, vacuum all carpeted floors and rugs, maintain all entry mats and throw rugs keeping them clean and in a functional condition.
- Bathroom: Mop or scrub bathroom floors, clean toilets/urinals on the inside and outside, clean disinfect the sinks, countertops and rails, wipe down any tiled or noticeably dirty portions of the walls and doors. Clean mirrors leaving them streak free. Refill all paper towels, Toilet tissue, and soap – keeping enough of all products on hand at the facility to last until the next cleaning.
- Dust all visible surfaces including display cases, furniture, fixtures, counters, window trim boards, and equipment to a height of six feet. (Employee desks not included).
- Clean all dirt and smudge marks from walls, doors and fixtures.
- Clean and disinfect kitchen sinks, counter-tops, tabletops, and outside of refrigerator. Mop and/or scrub kitchen linoleum floor. Refill paper towel dispenser as needed.
- Clean and disinfect drinking fountain.
- Clean windows inside the office leave all glass in a clean streak-free condition.
- Turn off all the lights and lock doors and windows before leaving.
- Report any maintenance problems.

BI-ANNUAL CLEANING:

The services listed below shall be done twice a year. These services will be coordinated between the State and Contractor.

- Wash the inside and outside of all exterior glass (windows, doors and walls) and leave all glass in a clean streak-free condition.
- Thoroughly deep clean and scrub all floors.
- Shampoo Carpets

GENERAL CONDITIONS

JANITORIAL SERVICES / SUPPLIES / EQUIPMENT:

The Contractor shall provide all the janitorial services as described and must furnish all the labor, equipment, supplies and materials necessary to accomplish the work described in this contract.

The Department of Fish and Game will provide paper towels, soap and toilet paper for the restrooms, all other supplies must be supplied by the Contractor.

All equipment required to perform this contract must be Contractor-owned.

The Contractor must comply with all applicable Federal and State labor, wage and hour, safety and associated laws which have a bearing on the services provided.

MISCELLANEOUS SUPPLIES: The Contractor shall furnish and maintain all cleaning supplies such as mops, brooms and cleansers.

SUPPLY AND EQUIPMENT STORAGE: When possible, satisfactory storage room(s) will be made available to the Contractor for storage of equipment, materials and supplies used in the performance of this contract. The Contractor must keep this area neat, orderly and odor free at all times.

WORK AREA INCLUDED: All offices, foyers, hallways, entryways, stairways, closets and restrooms. This also includes interior windows, partitions and glass doors, exterior entryway glass and the inside and outside surfaces of exterior windows.

WORK AREA EXCLUDED: No work is required in the electrical/switching areas and those rooms specifically excluded by the State due to special requirements (e.g.: computer rooms and telephone equipment rooms).

BILLINGS: Payments for services will be made after the services have been satisfactorily performed monthly.

CONTRACTOR WORK SCHEDULING: The Contractor shall schedule work to be accomplished after the office closes and before opening, Monday through Friday, or anytime on Saturday or Sunday. The Contractor shall provide the State with a work schedule showing the anticipated day and time the services will be completed.

CONDUCT OF WORK: All services shall be performed without interfering with the proper performance of State business or work being done by other contractors. The Contractor shall prevent its employees from disturbing material on desks, opening drawers or cabinets, or using telephones provided for official State use. If removed for cleaning convenience, furniture and wastebaskets shall be replaced in their original locations.

BUILDING SECURITY: The Contractor will ensure that outside doors are kept locked at all times except when the building is normally open to the public. The Contractor or employees of the Contractor shall not let anyone who is not an employee of their firm enter the building. Doors shall not be propped open for any reason.

KEY CONTROL: Special emphasis shall be placed on key control. If the Contractor or one of its employees loses any key, all locks affected will be re-keyed and all keys will be revised/reissued. The Contractor shall be held financially liable for all re-keying and replacement costs in this instance.

CONTRACTOR AND EMPLOYEE QUALIFICATIONS: The Contractor and its employees shall be capable and experienced in the contract work to be performed. The State may require removal of any worker from the work area whom it deems incompetent, insubordinate, or otherwise objectionable. The State may also require removal of any worker from the work area whose continued presence is deemed contrary to the public or State's best interests.

DEFECTIVE WORK: The Contractor shall, at its own expense, remedy and correct any defect in work when the defect is brought to his attention. The Contractor shall, without additional cost to the State, make good and be fully responsible for all injury or damage to persons or property which may result from its fault or negligence or that of its employees. This includes damages resulting from the use of materials and equipment or from workmanship which is inferior, defective, or not in accordance with the terms and conditions of this contract. Where or when a defect in the Contractor's work could result in injury to a private citizen or State employee, the State reserves the right to immediately correct the deficiency, using the most expedient method available (State employee or private contractor), and deduct the costs incurred from monies owed the Contractor.

TERMINATION OF CONTRACT FOR LACK OF APPROPRIATION: This contract is subject to appropriations made available by the Legislature of the State of Alaska and may be terminated due to the lack of such appropriation with thirty (30) days advance written notice.

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

LOCATION: The Alaska Department of Fish & Game's Cordova office is located at 401 Railroad Ave, Cordova, AK.

CONTRACT PERIOD: One year starting July 1st, 2025.

RENEWAL(S): The contract may be renewed for four additional one-year periods upon mutual consent of the Contractor and the State.

FREQUENCY OF WORK: As listed above.

PRESENCE OF MINORS: Minors, including family members of the Contractor or its employees, are not to be on the contract site during after office hours and are prohibited from performing any work under this contract.

INSURANCE: Copies of the contractor's insurance certificates for all the required insurance policies must be provided at the signing of this contract and whenever policies are renewed or there is a material change in the policies.

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1. REQUEST FOR QUOTATION (RFQ) REVIEW: Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ.

2. QUOTATION FORMS: Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.

3. SUBMISSION: Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.

4. QUOTE REJECTION: The State reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.

5. EXTENSION OF PRICES: In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.

6. ALASKA PROCUREMENT CODE: The Procurement Code (AS.36.30) and its Regulations (2 AAC Ch. 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC Ch. 12 are available at most public libraries and legislative information offices; and both are available for review at Alaska State Purchasing Offices.

7. PRICES: The offeror shall state prices in the units of issue on this RFQ. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers;
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

8. 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 which establishes a lower interest rate or precludes the charging of interest.

9. PAYMENT DISCOUNT: Discounts for prompt payment will not be considered in evaluating the price you quote. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.

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10. VENDOR TAX ID NUMBER: If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

11. 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.

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

13. TITLE: Title passes to the State for each item at FOB destination.

14. FILING A PROTEST: An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.

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

16. SUITABLE MATERIALS, ETC.: Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

17. SPECIFICATIONS: Unless otherwise specified in the RFQ, product brand names or model numbers 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.

18. FIRM OFFER: For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of ninety (90) days from the date of quote opening.

19. QUOTE PREPARATION COSTS: The State is not liable for any costs incurred by the offeror in quote preparation.

20. CONSOLIDATION OF AWARDS: Due to high administrative costs associated with processing of purchase orders, a single low quote of \$50 or less may, at the discretion of the State, be awarded to the next low offeror receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST" above.

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21. CONTRACT FUNDING: Offerors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

22. CONFLICT OF INTEREST: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

23. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the procurement officer of the contracting agency. Quotes that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

24. SUBCONTRACTOR(S): 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.

25. FORCE MAJEURE (Impossibility to perform): The parties to a contract resulting from this RFQ 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 Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

26. LATE QUOTES: Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.

27. CONTRACT EXTENSION: Unless otherwise provided in this RFQ, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

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

29. DISPUTES: If a contractor has a claim arising in connection with a contract resulting from this RFQ that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

30. GOVERNING LAW; FORUM SELECTION: A contract resulting from this RFQ is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 29 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

31. CONSUMER ELECTRICAL PRODUCT: AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer

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products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this quote the offeror certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

32. CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this RFQ, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

33. ORDER DOCUMENTS: Except as specifically allowed under this RFQ, 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 RFQ. 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 RFQ.

34. BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

35. OFFERORS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFQ as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.

36. COMPLIANCE WITH ADA: By signature of their quote the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

37. ALASKA BIDDER PREFERENCE: The award of a contract based on a Request for Quotation (RFQ) will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. An "Alaska bidder" is a person who: (1) holds a current Alaska business license; (2) submits a bid for goods, services, or construction under the name as appearing on the person'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 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. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

38. ALASKA MILITARY SKILLS PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska Military Skills Program preference of two percent (2%). The preference will be given to an entity which (1) 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 (2) has an active partnership with an entity that employs an apprentice through a program described above, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the

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services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public. AS 36.30.321(i)

39. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must 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 governments, or the general public. AS 36.30.321(i)

40. 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 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.

41. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS 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.

42. ALASKA PRODUCT PREFERENCE: A bidder that designates the use of an Alaska Product which meets the requirements of the RFQ specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Commerce & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

43. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference, under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

44. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaskan bidder's preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined AS 36.30.321(d), the will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

45. PREFERENCE QUALIFICATION LETTER: Regarding preferences 43 and 44 above, the Division of Vocational Rehabilitation in the department of Labor and Workforce Development maintains lists of Alaskan: [1] employment programs that qualify for preference and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' qualification for a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 43 or 44 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the quote is opened, and must attach a copy of their certification letter to their quote. The bidder's failure to provide this certification letter with their quote will cause the State to disallow the preference.