STATE OF ALASKA
INVITATION TO BID (ITB)

Camp Carroll & BAAF Janitorial Services

ITB 270000006

ISSUED NOVEMBER 3, 2026

THE DEPARTMENT OF MILITARY AND VETERAN'S AFFAIRS IS SOLICITING BIDS FOR A MULTI-YEAR CONTRACT FOR JANITORIAL SERVICES AT CAMP CARROLL AND BRYANT AIRFIELD LOCATED IN JBER, ALASKA.

IMPORTANT NOTICE: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed below if you desire to receive notification of subsequent amendments to the solicitation.

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

(1) the bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence must be submitted with the bid:
- a canceled check for the business license fee;
- a copy of the business license application with a receipt date stamp from the State's business license office;
- a receipt from the State's business license office for the license fee;
- a copy of the bidder's valid business license;
- a sworn notarized affidavit that the bidder has applied and paid for a business license;

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

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

DEPARTMENT OF MILITARY AND VETERANS AFFAIRS	
DIVISION OF ADMINISTRATIVE SERVICES	COMPANY SUBMITTING BID
	AUTHORIZED SIGNATURE
PROCUREMENT OFFICER:	
Jannah Alagano	PRINTED NAME
PHONE: (907) 428-7222	
EMAIL: MvaDasProcurement@alaska.gov	DATE

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Military and Veterans' Affairs is soliciting bids for a multi-year contract for janitorial services at Camp Carroll and Bryant Airfield located in JBER, Alaska.

SEC. 1.02 BUDGET

Department of Military and Veterans Affairs, Alaska Army National Guard – Facilities Management Office (AKARNG-FMO) estimates the following budgets per lot:

- LOT 1: Camp Carroll – between $60,000-$65,000 per contract year. Bids priced at more than $65,000 will be considered non-responsive.
- LOT 2: Bryant Airfield (BAAF) – between $65,000-$70,000 per contract year. Bids priced at more than $70,000 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 **2:00 P.M.** Alaska Time on **November 24, 2026**, at which time they will be publicly opened. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

No specific minimums have been set for this ITB.

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions

may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

SEC. 1.07 SITE INSPECTION

A site visit is scheduled for the following locations:

- Camp Carroll – November 17, 2026, at 9:00 a.m. AST. Meeting point will be at Building 57428 – State Maintenance Shop.
- Bryant Airfield – November 18, 2026, at 9:00 a.m. AST. Meeting point will be at Building 47430 – BAF Hangar 1.

Attendees for the site required to contact Jonathan Comfort via email at jonathan.comfort@alaska.gov or at 907-428-7697 two (2) days prior to the scheduled site visit so arrangements may be made for a base pass.

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions, and specifications of this ITB. The site may be inspected by contacting Jonathan Comfort by phone at 907-428-6770 or via email at jonathan.comfort@alaska.gov.

This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this ITB or the terms, conditions, and specifications of this ITB. Any questions potential bidders have must be directed to the procurement officer as required in Section 1.05.

SEC. 1.08 RETURN INSTRUCTIONS

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

Department of Military and Veterans Affairs
Division of Administrative Services
Attention: Jannah Alagano
Invitation to Bid (ITB) Number: 270000006
ITB Title: Camp Carroll & BAAF Janitorial Services
49000 Army Guard Road, Suite B105B
Joint Base Elmendorf-Richardson, AK 99505

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

PO Box 5308
Joint Base Elmendorf-Richardson, AK 99505

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

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

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

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

It is the bidder's responsibility to contact the issuing agency at 907-428-7222 to confirm that the entire bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY

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 submit a bid should contact the Procurement Officer no later than ten days prior to the closing of the bid to make any necessary arrangements.

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		November 3, 2026
Site Visit for Camp Carroll	9:00 A.M.	November 17, 2026
Site Visit for Bryant Airfield	9:00 A.M.	November 18, 2026
Deadline for Receipt of Bids / Bid Due Date	2:00 P.M.	November 24, 2026
Anticipated Bid Evaluations Complete		Week of November 24, 2026
Anticipated Notice of Intent to Award		Week of November 24, 2026
Anticipated Contract Issued		Week of December 7, 2026

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Military and Veterans Affairs, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.13 PRE-BID Conference/Teleconference

Not applicable to this ITB.

SEC. 1.14 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. 1.15 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. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB, and which must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION

SEC. 2.01 SCOPE OF WORK

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

Service Contract Deficiencies.

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

The State will provide written notice of identified service deficiencies. Unless the State specifies a shorter period because the deficiency presents a safety, security, or operational concern, the Contractor must correct the deficiency within four hours after receiving notice. Failure to timely correct a deficiency may result in assessment of liquidated damages, procurement of replacement services at the Contractor's expense, or other remedies available under the contract.

Repeated, substantial, or uncorrected service deficiencies may constitute grounds for a finding of default and termination of the contract in accordance with the terms of this ITB.

Day-to-Day Project Management

The Project Manager for this contract will be an appointed representative of the State of Alaska, Department of Military and Veteran's (DMVA), Army National Guard Facilities Management Office (FMO). This individual will be responsible for the day-to-day interaction with the contractor in the performance of this contract. Contact information for this representative will be provided at the time of contract award.

LOT 1 - CAMP CARROLL

General Conditions

1. **Scope of work.** The contractor must furnish all labor, supervision, materials, supplies, tools, and equipment to satisfactorily perform the services required by this ITB. Contractor must comply with all applicable Federal and State labor, wage and hour, safety and associated laws with have a bearing on the services provides.

   All equipment required to fulfil this contract must be contractor-owned. Scaffolding may be rented on an as-needed basis or seasonal need. The State will not provide any equipment required to perform services under this contract.

   a) **Work Area Included.** All offices, foyers, hallways, entryways, stairwells, closets, conference rooms, hearing rooms, libraries, toilets, elevator cabs, and storage areas as applicable to this contract. This

also includes interior windows up to 8’ off the floor or partitions and glass doors, exterior pedestrian entry glass doors, exterior entryway glass: and the inside and outside of exterior windows.

b) **Work Area Excluded.** No work is required in mechanical rooms, electrical/switching rooms, and those rooms specifically excluded by the State due to special requirements (e.g.: computer rooms, telephone equipment rooms).

c) **Miscellaneous Supplies.** The contractor shall furnish and maintain all restroom supplies such as toilet seat covers, and tissue (2 ply), liquid hand soap, deodorizers, paper towels, sanitary napkins, and plastic liners for trash cans. The cost of these supplies shall be the responsibility of the contractor. Supplies shall be replenished on a regular “as needed” basis.

d) **Dispensers.** The Contractor is not required to replace all Gojo soap dispensers at the start of the contract. However, the Contractor must replace any soap dispensers that become damaged or broken during the contract period. All replacements must be brand-new foam soap dispensers. Modernizing outdated dispensers is optional and at the Contractor’s discretion. The Contractor shall furnish, repair, and/or replace sanitary napkin dispensers in each women’s restroom and ensure they remain stocked, with all associated costs borne by the Contractor. The Contractor shall also provide closed waste containers for sanitary napkin disposal.
Special Note: *The Contractor shall furnish, repair, and/or replace toilet-seat cover dispensers, tissue dispensers, paper towel dispensers, and soap dispensers on an as-needed basis.*

e) **Light Bulbs.** Interior bulbs and fixtures shall be replaced by the State. Exterior bulbs and fixtures shall be replaced by the State

f) **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.

g) **Dumpster/Trash Removal from Site.** Dumpster service is provided by the State. The Contractor is to place all trash/debris from the facility into the dumpster.

2. **Equipment:** The equipment must be suitable for the requirements of this' contract and must meet all pertinent Federal and State Safety Regulations. Each and every piece of equipment Is subject to State and Federal inspections at any time during the life of this contract.

3. **Equipment Minimum Requirements**: The contractor is required to use the following vendor provided equipment on each scheduled service:

    a. Industrial grade vacuum Cleaners with magnetic devices attached.

    b. Floor scrubbers to clean floors and sanitize floors.

    c. Floor Buffers to polish floors.

    d. Extractors to reduce drying time, excessive water and solvents on floors.

4. **Payments:** Unless otherwise specified in this Invitation to Bid or in the resulting contract, payment for services will be issued only after satisfactory performance for the month. If a special provision requires

the Contractor to submit invoices for a given period, no payment will be made until the State receives the required invoice. When a partial monthly payment is necessary, the amount will be calculated based on the actual number of scheduled service days for that specific building during the billing cycle.

5. **Pre-Award inspection:** Prior to official award of a contract, a State representative may inspect the equipment the contractor proposes to use fulfilling his obligation under the contract. If equipment is not available for inspection, the contractor may be required to show proof of purchase and anticipated delivery date of the equipment before official award of the contract. (Ref. General Conditions, Line item # 1).

6. **Contractor Work Schedule(s).** The contractor shall be required to provide a schedule of man-hours and number of employees needed to perform the work specified In this Invitation to Bid. The contractor shall also be required to submit a work schedule showing the anticipated time of commencing quarterly, semi-annual and annual services and the functions to be performed by each shift. These schedules will be subject to review by the Project Manager.

   The contractor shall schedule work to be completed between 6:00 AM and 4:00 PM each day. The Contractor's work supervisor may, as directed by the State, be required to complete a Work Inspection Report. Upon completion, the Contractor shall furnish a copy of the report to the State's Representative without delay.

7. **Work Inspections.** Contractor's work supervisor shall be prepared to conduct an inspection with the State's representative. Inspections will be at the State's discretion, and efforts will be made to coordinate the inspection with the contractor's work supervisor. A weekly meeting between the Contractor's representative and the State Project Manager may be schedule to address issues surrounding the contract.

8. **Correction of Deficiencies.** Any deficiencies identified during an inspection will be handled in accordance with the Service Contract Deficiencies provisions of this section. Any carryover of uncorrected deficiencies will be considered a Breach of Contract.

9. **Superintendence.** The contractor or a competent supervisor will be on the job site at all times during the performance of work. A competent supervisor must be empowered to act for the contractor and must be fluent in both written and spoken English to adequately perform contracted services.

10. **Building Security.** The contractor will ensure that the doors are kept locked at all times except when the building is normally open to the public. Interior building doors must remain locked except while work in the immediate area is in progress. All doors are to be locked when the contractor and the contractor's employee(s) leave the building. Failure to do so will be considered a Breach of Contract.

11. **Contract and Employee Qualifications.** The contractor and all employees shall be capable and experienced in the contract work to be performed. They shall be free from communicable diseases. The State may require the removal of any worker from the work area whom it deems incompetent, insubordinate, or otherwise objectionable. The State may also require the removal of any worker from the work area whose continued employment on the premises is deemed contrary to the public or the State's best interests. The State may require the contractor, and all employees to submit to fingerprinting and security clearance. If required, it is the responsibility of the contractor to ensure this

requirement is met without delay. All costs incurred will be borne by the contractor. If identification cards are necessary, the cost will be borne by the contractor.

12. **Conduct of Work.** All services shall be performed during the frequency schedules as detailed in this ITB. Contracted work shall be completed without interfering with the proper performance of State business or work being done by contractors. The contractor shall prevent their employees from disturbing material on desks, opening drawers or cabinets, or using telephones provided for Official State use. If removal for cleaning convenience, furniture and wastebaskets will be replaced in their original locations and all electrical items will be reconnected to their outlets. The contractor or their employees shall not unplug computer terminals.

13. **Safe Practices:** Acceptable safe practices must be followed in the performance of the work. The contractor must comply with all standards prescribed by the State of Alaska, Department of Labor, and Division of Labor Standards and Safety.

14. **Defective Work.** (Damage and Protection). The contractor shall, at their own expense, remedy and correct any defect in their work when it is brought to their attention. The contractor shall, without additional cost to the State or building owner, make good and be fully responsible for all injuries, damage to people or property which may result from the contractor negligence or the contractor's employees. This includes damage 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 ITB. If the contractor fails to meet the above requirements and fails to correct such deficiency within the time set forth in Service Contract Deficiencies on page 8 of this ITB, the State may terminate the contract and/or obtain the contract services from other sources and hold the original contractor responsible for any payments due the new contractor. 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 cost from monies owed to the contractor.

15. **Material Safety Data Sheets (MSDS) or Safety Data Sheets (SDS).** In accordance with federal law, and as a condition of Contract Award, the contractor must keep MSDS/SDS for each chemical and cleaning agent. All of the contractor's employees must have unrestricted access to the MSDS/SDS files. They shall be placed in a binder and must be kept near the area where employees use, store, or transport chemicals and cleaning products. This binder shall be current and kept on site in each storage location throughout the duration of this contract. It the contractor's responsibility to train their employees on the location of the MSDS/SDS. The contractor shall provide the project manager evidence of all MSDS/SDS's relating to the chemicals and cleaning agents that are being used in the performance of this contract and made available to the Facility Commander, their representative(s) or a representative of DMVA. During the course of the contract, MSDS/SDS's for newly acquired chemicals or cleaning products, not identified at award, shall also be available. The contractor shall provide the project manager with copies of all requested MSDS/SDS's.

    The project manager may request or inspect the contractor's MSDS/SDS files for all chemicals and cleaning products being used.

    The contractor shall assume full responsibility for conformance with the law in regard to their employees.

16. **Presence of Minors.** Minors, including family members of the contractor and employees, shall not be present during contract work hours and are prohibited from performing any work under this contractor.

17. **Background Checks and Anti-Terrorism Training:** DMVA may require identification, fingerprints, or conduct investigations of the successful bidder's employees performing work on any contract resulting from this solicitation. At a minimum, Social Security Numbers will be required for all contract employees. All employees who are granted access to Joint Base Elmendorf/ Richardson must also complete the on-line AT Level 1 Awareness Training and provide a copy of the completed certificates to the FMO Project Manager. Certificates are to be completed within 30 days of the initial contract and renewed each year on the anniversary date.

18. **Loss of Keys:** Lost keys may be grounds for immediate termination of contract. At minimum replacement and rekeying charges will be paid by the contractor. This cost may be paid from any money that may be due the contractor upon termination. Keys are checked out daily and must be returned to the FMO at the end of each day's tasks.

General Specifications

Work Outline. The contractor will be responsible for janitorial service as outlined below:

1. **Daily Service:** The Contractor shall perform Daily Service in accordance with the building-specific schedules provided in Attachment 1. All Daily Service tasks must be completed no later than 0700 hours the following day, when applicable. The Contractor shall review and follow the required Daily Service frequencies for each building and notify the DMVA Project Manager or designee of any discrepancies.

    a) Empty waste baskets and replace liners as necessary. Collect designated waste papers and trash, dispose of it in dumpster located near each building.

    b) Sweep halls and floors in the interior of the buildings. Tile floors are to be swept with a yarn broom or a dust mop treated with polyethylene glycol or similar non-injurious materials.

    c) Vacuum all carpets each service. Vacuum cleaner must have agitation head (beater bar) to remove "matted" areas, and sufficient suction to remove all dirt and debris including staples and paperclips. Use whatever means are necessary to ensure removal of any dirt, debris, or foreign matter that has become attached to or stuck in the carpet.

    d) Remove all fingermarks and smudges from all glass surfaces to a height of seven feet, (7').

    e) Restroom, Daily Service

        i. Clean and disinfect floors by damp mopping with a germicidal solution approved by the DMVA Project Manager.

        ii. Clean and disinfect walls/wainscoting by wiping and/or scrubbing. Surfaces shall be clean and free of film, streaks, water marks, and stains.

        iii. Clean and disinfect all plumbing fixtures, (sinks, urinals, toilets etc.) Toilet bowl cleaner and toilet brush required for use in cleaning toilet bowl

iv. Clean and disinfect all toilet partitions, surfaces shall be clean and free of film, streaks, water marks and stains.

v. Shower stalls, shower floors, and shower curtains to be sprayed/disinfected with a germicidal solution.

vi. Clean and disinfect countertops

vii. Clean Restroom mirrors to a streak free shine

viii. Change batteries in dispensers if required

ix. Clean, disinfect and restock all dispensers. (Toilet Seat Liner, Tissue, Paper Towel, Feminine hygiene, etc.)

x. Provide and maintain adequate supplies of toilet paper (2-ply), seat covers, deodorizers, towels and soap in bathrooms and locker rooms. These supplies are to be of standard or better quality and are to be furnished by the contractor. Deodorizers will be placed in the urinals using a three-corner deodorizer holder and suspended in toilet bowls.

f) Clean and disinfect all drinking fountains. (Mineral and calcium deposits will not be acceptable.)

2. **Weekly Services:** The Contractor shall perform Weekly Services in accordance with the building-specific schedules provided in Attachment 1. The Contractor shall review and follow the required Weekly Service frequencies for each building and notify the DMVA Project Manager or designee of any discrepancies.

a) Damp mop waxed hard surface floors, VCT and linoleum, and machine buff to remove traffic marks and restore luster of wax. Hard surface floors must be maintained at a high gloss at all times without traffic marks.

b) Spot clean walls to a height of seven (7') feet.

c) Water is to be poured through the floor drains if applicable to ensure they are free of obstructions, and to keep traps functioning as designed.

3. **Monthly Service:** The Contractor shall perform Monthly Service in accordance with the building-specific schedules provided in Attachment 1. Monthly services should be performed on a normally scheduled service day. The Contractor shall review and follow the required Monthly Service frequencies for each building and notify the DMVA Project Manager or designee of any discrepancies.

a) Vacuum fabric furniture.

b) Dust all visible surfaces including but not limited to furniture, furnishings, windowsills, fixtures, counters, appliances, and equipment to a height of seven (7) feet with a treated cloth, which will pick up dust particles and eliminate static electricity, including front and tops of all lockers.

c) Clean entry way floor mats with wet extraction method.

4. **Every Six-month Service:** Every six-month (6) service to be performed by midnight of second Monday of August and February.

    a) Clean carpets with dry chemical method (preferred). Wet extraction will be allowed only if carpets are dry before the next business day.

    b) Wash all wastebaskets (or more frequently if unsanitary or malodorous).

    c) Scrub, wax and buff the drill hall floor with a non-skid type wax and buffing to a high shine

    d) Scrub, Wax and buff all hard surface floors (VCT tile, linoleum, not ceramic) & downstairs concrete floors. Buff to a high gloss shine. Hard surface floors must be maintained at a high gloss at all times without traffic marks.

    e) Wash windows and glass wind deflectors of all buildings, inside and outside, leaving no streaks or unwashed places. Wipe water spots from sills and frames. Use drop cloth as required protecting adjacent surfaces, fixtures, and furniture. Wash windows two (2) times a year at equal intervals of time, weather and conditions permitting. No exterior window washing will be required during winter months. Actual written schedule of external window washing to be coordinated with and approved by the DMVA Project Manager.

5. **Annual Service:** Annual service to be performed by midnight of second Monday of March each year.

    a) Clean all carpets using the dry-chemical method. The Contractor shall submit a written carpet-cleaning schedule to the State Project Manager for approval. Although the dry-chemical method is preferred, wet extraction may be used if carpets are fully dry before the next business day. The Project Manager may request either method prior to the start of scheduled deep-cleaning services.

    b) Wash all walls in public halls and stairwells where wall coverings permit. Wash pipes and handrails in stairwells, Clean and wash all paneling.

6. **As Required:**

    a) Clean carpets in high traffic areas by dry extraction method (preferred). Wet extraction will be allowed if contractor can assure carpets will be dry by the next business day.

    b) Remove spots and stains from carpets and tiles

    c) Hard surface floors must be maintained at a high gloss at all times without traffic marks.

7. **Floor Maintenance:** Within thirty (30) days of contract award, all tile (VCT, not ceramic) and vinyl flooring shall be stripped of existing finish, resealed to protect the surface, and refinished with the appropriate number of finish coats. Carpets shall be thoroughly vacuumed and shampooed using a high-quality commercial carpet-cleaning product. Flooring types included in this requirement consist of tile, epoxy flooring, and carpeted areas designated for shampooing. Approximate square footage will be verified during the walkthrough.

8. Cleaning Agent:

a) Never use washing solutions stronger than necessary.

b) Apply washing solutions only long enough to loosen dirt.

c) Rinse clean surfaces with clear water (ensure no chemical residue remains).

d) Do not spill solutions on surfaces not to be cleared.

e) Use steel wool, scouring powders, and abrasives only when absolutely necessary. Notify the DMVA Project Manager before using these items.

f) Untreated feather dusters are not allowed.

g) Wood floor solution to be identified; must be compatible with sealers, etc.

9. Plastic Trash Bags:

a) All waste shall be put into contractor-furnished plastic trash bags and disposed of away from the building being serviced.

b) Plastic liners for wastebaskets shall be contractor-furnished and shall be changed as needed, but in no case shall be used longer than one week.

10. Unscheduled Services

During the contract year, the State may require additional janitorial services on an as-needed basis. These requests may involve having the daily cleaning services performed on a weekend or holiday and can occur at any time. Unscheduled, non-routine services – such as emergency clean-up in response to issues like broken water pipes – may also be required during the contract period. If contacted by the DMVA Project Manager for unscheduled services, the Contractor must respond and have staff on site, ready to work, at a time mutually agreed upon by the Contractor and the State.

Unscheduled daily cleaning services on a weekend or holiday will be paid at the per service rate accepted by the State in the Contractor's bid.

Special Specifications

1) The custodial storage closets used by the contractor will be clean and organized/maintained on a daily basis. No accumulation of pallets or trash paper products will be acceptable. Additionally, each storage closet will have an up to date SDS binder containing all products and chemicals used onsite by the contractor in compliance with OSHA Regulations.

2) Upon request, the contractor shall meet with a representative of unit commander or a representative of DMVA. The purpose of this meeting will be to review the Contractor's performance and monitor the frequency/compliance of services performed.

3) If the facilities are used on a 24-hour basis for training exercises, the contractor shall be relieved of their daily cleaning requirements during that period. Any missed services shall be completed on the next business day. The contractor shall coordinate and communicate any schedule changes with the DMVA Project Manager or designee. For example, if cleaning is scheduled for Thursday and the facility is unavailable due to training, the contractor shall perform the services on Friday. No deduction to the monthly payment will be made provided the missed services are completed as required.

4) The contractor shall report all facility maintenance problems (i.e. roof leaks, electrical problems) to the DMVA Project Manager. The contractor shall report any conditions which will not allow him to meet a cleaning standard.

5) The contractor will supply all equipment, labor, supplies and paper products required to complete the work as specified in the contract. At all Times, the contractor shall store enough supplies at the site to last a minimum of 2 weeks. For bidding purposes, the contractor should plan on providing items such as but not limited to: Dispenser towels, toilet paper, can liners, soaps, detergents, cleaning chemicals, floor maintenance products, towels, cloths, sponges, brushes, germicidal and fungicidal chemicals, vacuum cleaner, floor scrubber, high speed buffer, carpet extraction machine, ladder, and squeegees. The Contractor shall furnish sanitary napkins in each ladies' restroom and ensure that they are kept supplied as necessary, all cost to be borne by the contractor. This is not all inclusive of supplies and equipment required and by no means should be considered as the minimum items required. All ladders or other devices used to reach the surface of objects not otherwise accessible for the required cleaning operation shall be provided by the contractor, at no additional expense to the state; all such equipment shall be of sound construction, be firm and stable, and shall be maintained in good condition. The contractor will not use any equipment owned by the state or employees of the state.

6) **Holidays:** DMVA observes the following holidays, Columbus Day, Veterans Day, Thanksgiving, Christmas, New Years, Martin Luther King Day, President's Day, Memorial Day, Independence Day and Labor Day. If a holiday falls on a service day, services shall be performed the next DMVA working day. A copy of the current State calendar can be provided by the Program Manager or downloaded at the following website: http://doa.alaska.gov/calendar/

7) **PAYMENTS FOR BASE CLOSURE OR POWER LOSS:** The contractor shall be paid the established monthly contract amount for all buildings on days when the Base is closed due to a Force Majeure event, as well as on days when a power outage exceeds one hour. In the event of a power outage, the contractor will remain on-site for up to one hour to allow for restoration of power. If power is not restored within one hour, the contractor will secure the building and depart. No additional charges, fees, or hourly rates will be assessed for delays or interruptions caused by base closures or power outages, as all such contingencies are considered included within the contractor's fixed monthly pricing.

LOT 2 - BRYANT AIRFIELD (BAAF)

General Conditions

1. **Scope of work.** The contractor must furnish all labor, supervision, materials, supplies, tools, and equipment to satisfactorily perform the services required by this ITB. Contractor must comply with all applicable Federal and State labor, wage and hour, safety and associated laws with have a bearing on the services provides.

   All equipment required to fulfil this contract must be contractor-owned. Scaffolding may be rented on an as-needed basis or seasonal need. The State will not provide any equipment required to perform services under this contract.

   a) **Work Area Included.** All offices, foyers, hallways, entryways, stairwells, closets, conference rooms, hearing rooms, libraries, toilets and storage areas as applicable to this Invitation to Bid. This also includes interior windows or partitions and glass doors, exterior pedestrian entry glass doors, exterior entryway glass: and the inside and outside of exterior windows.

   b) **Work Area Excluded.** No work is required in elevator pits, mechanical rooms, electrical/switching rooms, and those rooms specifically excluded by the State due to special requirements (e.g.: computer rooms, telephone equipment rooms).

   c) **Miscellaneous Supplies.** The contractor shall furnish and maintain all restroom supplies such as toilet seat covers, and tissue (2 ply), liquid hand soap, deodorizers, paper towels, sanitary napkins, and plastic liners for trash cans. The cost of these supplies shall be the responsibility of the contractor. Supplies shall be replenished on a regular “as needed” basis.

   h) **Dispensers.** The Contractor is not required to replace all Gojo soap dispensers at the start of the contract. However, the Contractor must replace any soap dispensers that become damaged or broken during the contract period. All replacements must be brand-new foam soap dispensers. Modernizing outdated dispensers is optional and at the Contractor’s discretion. The Contractor shall furnish, repair, and/or replace sanitary napkin dispensers in each women’s restroom and ensure they remain stocked, with all associated costs borne by the Contractor. The Contractor shall also provide closed waste containers for sanitary napkin disposal.
   Special Note: *The Contractor shall furnish, repair, and/or replace toilet-seat cover dispensers, tissue dispensers, paper towel dispensers, and soap dispensers on an as-needed basis.*

   d) **Light Bulbs.** Interior bulbs and fixtures shall be replaced by the State. Exterior bulbs and fixtures shall be replaced by the State

   e) **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.

   f) **Dumpster/Trash Removal from Site.** Dumpster service is provided by the State. The Contractor is to place all trash/debris from the facility into the dumpster.

2. **Equipment:** The equipment must be suitable for the requirements of this' contract and must meet all pertinent Federal and State Safety Regulations. Each and every piece of equipment Is subject to State and Federal inspections at any time during the life of this contract.

3. **Equipment Minimum Requirements**: The contractor is required to use the following vendor provided equipment on each scheduled service:

    a. Industrial grade vacuum Cleaners with magnetic devices attached.

    b. Floor scrubbers to clean floors and sanitize floors.

    c. Floor Buffers to polish floors.

    d. Extractors to reduce drying time, excessive water and solvents on floors.

4. **Payments:** Unless otherwise specified in this Invitation to Bid or in the resulting contract, payment for services will be issued only after satisfactory performance for the month. If a special provision requires the Contractor to submit invoices for a given period, no payment will be made until the State receives the required invoice. When a partial monthly payment is necessary, the amount will be calculated based on the actual number of scheduled service days for that specific building during the billing cycle.

5. **Pre-Award inspection:** Prior to official award of a contract, a State representative may inspect the equipment the contractor proposes to use fulfilling his obligation under the contract. If equipment is not available for inspection, the contractor may be required to show proof of purchase and anticipated delivery date of the equipment before official award of the contract. (Ref. General Conditions, Line Item # 1).

6. **Contractor Work Schedule(s).** The contractor shall be required to provide a schedule of man-hours and number of employees needed to perform the work specified in this Invitation to Bid. The contractor shall also be required to submit a work schedule showing the anticipated time of commencing quarterly, semi-annual and annual services and the functions to be performed by each shift. These schedules will be subject to review by the Project Manager.

    The contractor shall schedule work to be completed between 6:00 AM and 4:30 PM each day. The Contractor’s work supervisor may, as directed by the State, be required to complete a Work Inspection Report. Upon completion, the Contractor shall furnish a copy of the report to the State’s Representative without delay.

7. **Work Inspections.** Contractor’s work supervisor shall be prepared to conduct an inspection with the State’s representative. Inspections will be at the State’s discretion, and efforts will be made to coordinate the inspection with the contractor’s work supervisor. A weekly meeting between the Contractor’s representative and the State Project Manager may be schedule to address issues surrounding the contract.

8. **Correction of Deficiencies.** Any deficiencies identified during an inspection will be handled in accordance with the Service Contract Deficiencies provisions of this section. Any carryover of uncorrected deficiencies will be considered a Breach of Contract.

9. **Superintendence.** The contractor or a competent supervisor will be on the job site at all times during the performance of work. A competent supervisor must be empowered to act for the contractor and must be fluent in both written and spoken English to adequately perform contracted services.

10. **Building Security.** The contractor will ensure that the doors are kept locked at all times except when the building is normally open to the public. Interior building doors must remain locked except while work in the immediate area is in progress. All doors are to be locked when the contractor and the contractor's employee(s) leave the building. Failure to do so will be considered a Breach of Contract.

11. **Contract and Employee Qualifications.** The contractor and all employees shall be capable and experienced in the contract work to be performed. They shall be free from communicable diseases. The State may require the removal of any worker from the work area whom it deems incompetent, insubordinate, or otherwise objectionable. The State may also require the removal of any worker from the work area whose continued employment on the premises is deemed contrary to the public or the State's best interests. The State may require the contractor, and all employees to submit to fingerprinting and security clearance. If required, it is the responsibility of the contractor to ensure this requirement is met without delay. All costs incurred will be borne by the contractor. If identification cards are necessary, the cost will be borne by the contractor.

12. **Conduct of Work.** All services shall be performed during the frequency schedules as detailed in this ITB. Contracted work shall be completed without interfering with the proper performance of State business or work being done by contractors. The contractor shall prevent their employees from disturbing material on desks, opening drawers or cabinets, or using telephones provided for Official State use. If removal for cleaning convenience, furniture and wastebaskets will be replaced in their original locations and all electrical items will be reconnected to their outlets. The contractor or their employees shall not unplug computer terminals.

13. **Safe Practices:** Acceptable safe practices must be followed in the performance of the work. The contractor must comply with all standards prescribed by the State of Alaska, Department of Labor, and Division of Labor Standards and Safety.

14. **Defective Work.** (Damage and Protection). The contractor shall, at their own expense, remedy and correct any defect in their work when it is brought to their attention. The contractor shall, without additional cost to the State or building owner, make good and be fully responsible for all injuries, damage to people or property which may result from the contractor negligence or the contractor's employees. This includes damage 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 ITB. If the contractor fails to meet the above requirements and fails to correct such deficiency within the time set forth in Service Contract Deficiencies on page 8 of this ITB, the State may terminate the

contract and/or obtain the contract services from other sources and hold the original contractor responsible for any payments due the new contractor. 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 cost from monies owed to the contractor.

15. **Material Safety Data Sheets (MSDS) or Safety Data Sheets (SDS).** In accordance with federal law, and as a condition of Contract Award, the contractor must keep MSDS/SDS for each chemical and cleaning agent. All of the contractor's employees must have unrestricted access to the MSDS/SDS files. They shall be placed in a binder and must be kept near the area where employees use, store, or transport chemicals and cleaning products. This binder shall be current and kept on site in each storage location throughout the duration of this contract. It is the contractor's responsibility to train their employees on the location of the MSDS/SDS. The contractor shall provide the project manager evidence of all MSDS/SDS's relating to the chemicals and cleaning agents that are being used in the performance of this contract and made available to the Facility Commander, their representative(s) or a representative of DMVA. During the course of the contract, MSDS/SDS's for newly acquired chemicals or cleaning products, not identified at award, shall also be available. The contractor shall provide the project manager with copies of all requested MSDS/SDS's.

    The project manager may request or inspect the contractor's MSDS/SDS files for all chemicals and cleaning products being used.

    The contractor shall assume full responsibility for conformance with the law in regard to their employees.

16. **Presence of Minors.** Minors, including family members of the contractor and employees, shall not be present during contract work hours and are prohibited from performing any work under this contractor.

17. **Background Checks and Anti-Terrorism Training:** DMVA may require identification, fingerprints, or conduct investigations of the successful bidder's employees performing work on any contract resulting from this solicitation. At a minimum, Social Security Numbers will be required for all contract employees. All employees who are granted access to Joint Base Elmendorf/ Richardson must also complete the on-line AT Level 1 Awareness Training and provide a copy of the completed certificates to the FMO Project Manager. Certificates are to be completed within 30 days of the initial contract and renewed each year on the anniversary date.

18. **Loss of Keys:** Lost keys may be grounds for immediate termination of contract. At minimum replacement and rekeying charges will be paid by the contractor. This cost may be paid from any money that may be due the contractor upon termination. Keys are checked out daily and must be returned to the FMO at the end of each day's tasks.

General Specifications

Work Outline. The contractor will be responsible for janitorial service as outlined below:

1) **Daily Service:** The Contractor shall perform Daily Service in accordance with the building-specific schedules provided in Attachment 1. All Daily Service tasks must be completed no later than 0700 hours the following day, when applicable. The Contractor shall review and follow the required Daily Service frequencies for each building and notify the DMVA Project Manager or designee of any discrepancies.

   a) Empty waste baskets and replace liners as necessary. Collect designated waste papers and trash, dispose of it in dumpster located near each building.

   b) Sweep halls and floors in the interior of the buildings. Tile floors are to be swept with a yarn broom or a dust mop treated with polyethylene glycol or similar non-injurious materials.

   c) Vacuum all carpets each service. Vacuum cleaner must have agitation head (beater bar) to remove "matted" areas, and sufficient suction to remove all dirt and debris including staples and paperclips. Use whatever means are necessary to ensure removal of any dirt, debris, or foreign matter that has become attached to or stuck in the carpet.

   d) Remove all fingermarks and smudges from all glass surfaces to a height of seven feet, (7').

   e) Restroom, Daily Service

      i. Clean and disinfect floors by damp mopping with a germicidal solution approved by the DMVA Project Manager.

      ii. Clean and disinfect walls/wainscoting by wiping and/or scrubbing. Surfaces shall be clean and free of film, streaks, water marks, and stains.

      iii. Clean and disinfect all plumbing fixtures, (sinks, urinals, toilets etc.) Toilet bowl cleaner and toilet brush required for use in cleaning toilet bowl

      iv. Clean and disinfect all toilet partitions, surfaces shall be clean and free of film, streaks, water marks and stains.

      v. Shower stalls, shower floors, and shower curtains to be sprayed/disinfected with a germicidal solution.

      vi. Clean and disinfect countertops

      vii. Clean Restroom mirrors to a streak free shine

      viii. Change batteries in dispensers if required

      ix. Clean, disinfect and restock all dispensers. (Toilet Seat Liner, Tissue, Paper Towel, Feminine hygiene, etc.)

x. Provide and maintain adequate supplies of toilet paper (2-ply), seat covers, deodorizers, towels and soap in bathrooms and locker rooms. These supplies are to be of standard or better quality and are to be furnished by the contractor. Deodorizers will be placed in the urinals using a three-corner deodorizer holder and suspended in toilet bowls.

f) Clean and disinfect all drinking fountains. (Mineral and calcium deposits will not be acceptable.)

2) **Weekly Services:** The Contractor shall perform Weekly Services in accordance with the building-specific schedules provided in Attachment 1. The Contractor shall review and follow the required Weekly Service frequencies for each building and notify the DMVA Project Manager or designee of any discrepancies.

a) Damp mop waxed hard surface floors, VCT and linoleum, and machine buff to remove traffic marks and restore luster of wax. Hard surface floors must be maintained at a high gloss at all times without traffic marks.

b) Spot clean walls to a height of seven (7') feet.

c) Water is to be poured through the floor drains if applicable to ensure they are free of obstructions, and to keep traps functioning as designed.

3) **Monthly Service:** The Contractor shall perform Monthly Service in accordance with the building-specific schedules provided in Attachment 1. Monthly services should be performed on a normally scheduled service day. The Contractor shall review and follow the required Monthly Service frequencies for each building and notify the DMVA Project Manager or designee of any discrepancies.

a) Vacuum fabric furniture.

b) Dust all visible surfaces including but not limited to furniture, furnishings, windowsills, fixtures, counters, appliances, and equipment to a height of seven (7) feet with a treated cloth, which will pick up dust particles and eliminate static electricity, including front and tops of all lockers.

c) Clean entry way floor mats with wet extraction method.

4) **Every Six-month Service:** Every six-month (6) service to be performed by midnight of second Monday of August and February.

a) Clean carpets by dry chemical method (preferred). Wet extraction will be allowed only if carpets are dry before the next business day.

b) Wash all wastebaskets (or more frequently if unsanitary or malodorous).

c) Scrub, wax and buff the drill hall floor with a non-skid type wax and buffing to a high shine

d) Scrub, Wax and buff all hard surface floors (VCT tile, linoleum, not ceramic) & downstairs concrete floors. Buff to a high gloss shine. Hard surface floors must be maintained at a high gloss at all times without traffic marks.

e) Wash windows and glass wind deflectors of all buildings, inside and outside, leaving no streaks or unwashed places. Wipe water spots from sills and frames. Use drop cloth as required protecting adjacent surfaces, fixtures, and furniture. Wash windows two (2) times a year at equal intervals of time, weather and conditions permitting. No exterior window washing will be required during winter months. Actual written schedule of external window washing to be coordinated with and approved by the DMVA Project Manager.

5) Annual Service: Annual service to be performed by midnight of second Monday of March of each year.

a) Clean all carpets using the dry-chemical method. The Contractor shall submit a written carpet-cleaning schedule to the State Project Manager for approval. Although the dry-chemical method is preferred, wet extraction may be used if carpets are fully dry before the next business day. The Project Manager may request either method prior to the start of scheduled deep-cleaning services.

b) Wash all walls in public halls and stairwells where wall coverings permit. Wash pipes and handrails in stairwells, Clean and wash all paneling.

c) Strip and wax Avionics/ Electronics room in Hangar 6 (building 47427)

6) As Required:

a) Clean carpets in high traffic areas by dry extraction method (preferred). Wet extraction will be allowed if contractor can assure carpets will be dry by the next business day.

b) Remove spots and stains from carpets and tiles

c) Hard surface floors must be maintained at a high gloss at all times without traffic marks.

7) Floor Maintenance: Within thirty (30) days of contract award, all tile (VCT, not ceramic) and vinyl flooring shall be stripped of existing finish, resealed to protect the surface, and refinished with the appropriate number of finish coats. Carpets shall be thoroughly vacuumed and shampooed using a high-quality commercial carpet-cleaning product. Flooring types included in this requirement consist of tile, epoxy flooring, and carpeted areas designated for shampooing. Approximate square footage will be verified during the walkthrough.

8) Cleaning Agent:

a) Never use washing solutions stronger than necessary.

b) Apply washing solutions only long enough to loosen dirt.

c) Rinse clean surfaces with clear water (ensure no chemical residue remains).

d) Do not spill solutions on surfaces not to be cleared.

e) Use steel wool, scouring powders, and abrasives only when absolutely necessary. Notify the DMVA Project Manager before using these items.

f) Untreated feather dusters are not allowed.

g) Wood floor solution to be identified; must be compatible with sealers, etc.

9) Plastic Trash Bags:

a) All waste shall be put into contractor-furnished plastic trash bags and disposed of away from the building being serviced.

b) Plastic liners for wastebaskets shall be contractor-furnished and shall be changed as needed, but in no case shall be used longer than one week.

10) Unscheduled Services : During the contract year, the State may require additional janitorial services on an as-needed basis. These requests may involve having the daily cleaning services performed on a weekend or holiday and can occur at any time. Unscheduled, non-routine services – such as emergency clean-up in response to issues like broken water pipes – may also be required during the contract period. If contacted by the DMVA Project Manager for unscheduled services, the Contractor must respond and have staff on site, ready to work, at a time mutually agreed upon by the Contractor and the State. Unscheduled daily cleaning services on a weekend or holiday will be paid at the per service rate accepted by the State in the Contractor's bid.

11) Special Specifications

a) The custodial storage closets used by the contractor will be clean and organized/maintained on a daily basis. No accumulation of pallets or trash paper products will be acceptable. Additionally, each storage closet will have an up-to-date SDS binder containing all products and chemicals used onsite by the contractor in compliance with OSHA Regulations.

b) Upon request, the contractor shall meet with a representative of unit commander or a representative of DMVA. The purpose of this meeting will be to review the Contractor's performance and monitor the frequency/compliance of services performed.

c) If the facilities are used on a 24-hour basis for training exercises, the contractor shall be relieved of their daily cleaning requirements during that period. Any missed services shall be completed on the next business day. The contractor shall coordinate and communicate any schedule changes with the

DMVA Project Manager or designee. For example, if cleaning is scheduled for Thursday and the facility is unavailable due to training, the contractor shall perform the services on Friday. No deduction to the monthly payment will be made provided the missed services are completed as required.

d) The contractor shall report all facility maintenance problems (i.e. roof leaks, electrical problems) to the DMVA Project Manager. The contractor shall report any conditions which will not allow him to meet a cleaning standard.

e) The contractor will supply all equipment, labor, supplies and paper products required to complete the work as specified in the contract. At all Times, the contractor shall store enough supplies at the site to last a minimum of 2 weeks. For bidding purposes, the contractor should plan on providing items such as but not limited to: Dispenser towels, toilet paper, can liners, soaps, detergents, cleaning chemicals, floor maintenance products, towels, cloths, sponges, brushes, germicidal and fungicidal chemicals, vacuum cleaner, floor scrubber, high speed buffer, carpet extraction machine, ladder, and squeegees. The Contractor shall furnish sanitary napkins in each ladies' restroom and ensure that they are kept supplied as necessary, all cost to be borne by the contractor. This is not all inclusive of supplies and equipment required and by no means should be considered as the minimum items required. All ladders or other devices used to reach the surface of objects not otherwise accessible for the required cleaning operation shall be provided by the contractor, at no additional expense to the state; all such equipment shall be of sound construction, be firm and stable, and shall be maintained in good condition. The contractor will not use any equipment owned by the state or employees of the state.

f) **Holidays:** DMVA observes the following holidays, Columbus Day, Veterans Day, Thanksgiving, Christmas, New Years, Martin Luther King Day, President's Day, Memorial Day, Independence Day and Labor Day. If a holiday falls on a service day, services shall be performed the next DMVA working day. A copy of the current State calendar can be provided by the Program Manager or downloaded at the following website: http://doa.alaska.gov/calendar/

g) **PAYMENTS FOR BASE CLOSURE OR POWER LOSS**: The contractor shall be paid the established monthly contract amount for all buildings on days when the Base is closed due to a Force Majeure event, as well as on days when a power outage exceeds one hour. In the event of a power outage, the contractor will remain on-site for up to one hour to allow for restoration of power. If power is not restored within one hour, the contractor will secure the building and depart. No additional charges, fees, or hourly rates will be assessed for delays or interruptions caused by base closures or power outages, as all such contingencies are considered included within the contractor's fixed monthly pricing.

SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately December 10, 2026, through December 9, 2028, with the option to renew for three (3) additional 1-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

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

SEC. 2.03 CONTRACT TYPE

This contract is a firm fixed type contract.

SEC. 2.04 PAYMENT FOR STATE PURCHASES

No payment will be made until the contract is approved by the Commissioner of the Department of Military and Veterans Affairs 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.

SEC. 2.05 ELECTRONIC PAYMENTS

The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). Bidders may review information concerning the EFT process and access the Electronic Payment Agreement Form for Vendors at the following link: https://doa.alaska.gov/dof/vendor.html. Method of payment is not a factor in the State's determination for award.

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

SEC. 2.06 PROMPT PAYMENT FOR STATE PURCHASES

Not applicable to this ITB.

SEC. 2.07 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Military and Veterans Affairs, Division of Administrative Services (DAS). DAS Procurement staff may be reached by telephone at (907) 428-7224, or by email at MvaDasProcurement@alaska.gov. DAS procurement staff have full authority to modify or amend this contract.

SEC. 2.08 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through December 10, 2027.

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

a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.

b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June 2023) (depends on the timing, may be HALF2 for July-December); and each HALF1 (or HALF2) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.

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

All price adjustments must be approved by both the contractor and the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer and signed by the contractor.

SEC. 2.09 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed, and managed for the buildings listed in Camp Carroll and BAAF Work Schedule at JBER, Alaska.

The contractor should include in their bid price: transportation, lodging, and per diem costs sufficient to pay for sufficient to pay for necessary number of person(s) to make the necessary number of trip(s) to Camp Carroll and Bryant Airfield located in JBER, Alaska. Travel to other locations will not be required.

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive or cancel the contract.

SEC. 2.10 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. 2.11 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.12 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.13 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. 2.14 F.O.B. POINT

The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the state.

The cost of shipping and delivery within JBER, Alaska is to be included in the bid price. There will be no additional charge for shipping and delivery within JBER, Alaska.

SEC. 2.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 2.16 EQUIPMENT INSPECTION

Equipment offered (including for lease) may be subject to inspection and approval by the state prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

SEC. 2.17 NEW EQUIPMENT

Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the state. The state will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the state complies with this requirement. A contractor's failure to comply with this requirement will cause the state to seek remedies under breach of contract.

SEC. 2.18 REMANUFACTURED/RECONDITIONED EQUIPMENT

Not applicable to this ITB.

SEC. 2.19 LEMON CLAUSE

Not applicable to this ITB.

SEC. 2.20 DISCONTINUED ITEMS

In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the procurement officer makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

SEC. 2.21 LIQUIDATED DAMAGES

The State may apply liquidated damages under this contract to help ensure timely and consistent performance of all required janitorial services. The actual costs associated with missed service days or uncorrected deficiencies - such as disruptions to facility operations, additional burden on State staff, and the need to procure supplemental cleaning - are difficult to quantify with precision. Based on the State's reasonable estimate of these administrative and operational impacts, liquidated damages will be assessed at five percent (5%) of the Contractor's monthly invoice for each missed service day.

If the Contractor fails to perform required services, including failure to correct noted deficiencies within the timeframe specified by the State, liquidated damages may begin on the first missed service day and continue until the Contractor completes the required services or resolves all outstanding deficiencies to the State's satisfaction.

The procurement officer will prepare a written determination for the procurement file explaining why liquidated damages are appropriate for this contract and how the amount was reasonably calculated, consistent with 2 AAC 12.475 and the State's ITB guidance.

SEC. 2.22 SHIPPING DAMAGE

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

SEC. 2.23 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.24 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. 2.25 BILLING INSTRUCTIONS

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

1. Contract number and title;
2. Billing period;
3. Bid Schedule line item;
4. Quantity and contractual unit of measure;
5. Contract unit price and extended amount;
6. Total amount billed;
7. Date submitted for payment; and
8. Contractor name, contact information, and Alaska vendor number.

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

SEC. 2.26 ESTIMATED QUANTITIES

Not applicable to this ITB.

SEC. 2.27 WARRANTY

Not applicable to this ITB.

SEC. 2.28 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security

Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

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

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

SEC. 2.29 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. 2.30 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 of Alaska shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. If the insurer does not notify the State of Alaska on policy cancellation it shall be the contractor's responsibility to notify the State of Alaska of such cancellation.

Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and may be grounds for termination of the contract. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21. All policies for general liability shall be primary and non-contributing with any insurance that may be carried by the State of Alaska.

The contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and contractor shall ensure that the State is an additional insured on insurance required from subcontractors.

Policies written on a "claims-made" basis must have a two-year tail of coverage, or an unbroken continuation of coverage for two years from the completion of the contract requirements.

2.1 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 Employers Liability with limits of at least $1,000,000. Also, where applicable, the contractor shall provide and maintain 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 of Alaska.

2.2 Commercial General Liability Insurance including:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations
$1,000,000 Personal & Advertising Injury
$1,000,000 Each Occurrence
$5,000 Medical Payments

The policy must name the State of Alaska as an "additional insured" and the actual policy endorsement shall accompany each Certificate of Insurance. The policy shall be endorsed to waive all rights of subrogation against the State of Alaska by reason of any payment made for claims under this coverage. This policy endorsement shall accompany each Certificate of Insurance

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of $1,000,000 combined single limit per claim, to include: owned, hired, and non-owned. The policy must name the State of Alaska as an "additional insured' and the actual policy endorsement shall accompany each Certificate of Insurance. The policy shall be

endorsed to waive all rights of subrogation against the State of Alaska by reason of any payment made for claims under this coverage. This policy endorsement shall accompany each Certificate of Insurance.

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 and certifies that programs, services, and activities provided to the general public on behalf of the State under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, 28 CFR, Part 35, Subpart B 35.130;

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 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

Not applicable to this ITB.

SEC. 3.03 PRICES

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

SEC. 4.04 ALASKA VETERAN PREFERENCE

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

a) sole proprietorship owned by an Alaska veteran;

b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;

c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or

d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

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

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

SEC. 4.05 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.

In addition, proof of graduation of the qualifying employee from an eligible program as described in AS 36.30.321(l) must be provided to the Procurement Officer at time of bid submission. Bidders must provide clarification or additional information requested by the Procurement Officer related to the preference not later than 5:00 PM Alaska Time one (1) business day following the date of the request. Failure to provide sufficient documentation will result in the bidder not receiving the Military Skills Program 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 by lot to the lowest responsive and responsible bidder based on the Total Annual Service Contract Amount shown on Attachment 1, Bid Schedule, after application of all applicable preferences. There are **two (2)** lots. To be considered responsive for a lot, bidders must bid on all items within that lot. Unscheduled Daily Cleaning Services unit prices are required contract prices but will not be included in the evaluated Contract Total.

SEC. 4.14 CONTRACTOR SELECTION PROCESS

Not applicable to this ITB.

SEC. 4.15 NOTICE OF INTENT TO AWARD

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be sent to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement officer. A

company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement officer does so without a contract and at their own risk.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 INFORMAL DEBRIEFING

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

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 5.03 AUTHORITY

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

SEC. 5.04 COMPLIANCE

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

SEC. 5.05 SUITABLE MATERIALS, ETC.

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

SEC. 5.06 SPECIFICATIONS

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

SEC. 5.07 BRAND SPECIFIC

Not applicable to this ITB.

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

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

Minor informalities that:

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

- do not reflect a material change in the work, or
- do not constitute a substantial reservation against a requirement or provision,

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it is determined to be in the state's best interest. **A bid from a debarred or suspended bidder shall be rejected.**

SEC. 5.14 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

This section governs the ownership, return, and disclosure of any offer or other record a bidder submits in response to this invitation to bid. (Herein, any reference to "Record" includes all such records and the offer; any reference to "Law" includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If, and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the bidder undertook the following protective measures:
    a. marked information confidential;
    b. for any information marked confidential, identified the authority that makes that specific information confidential; and
    c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the bidder did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the bidder.
6. If the bidder undertook each protective measure, the State will withhold the information marked confidential to the following extent:
    a. the State agrees that the Law protects the information; and

b. if the nondisclosure is challenged, the bidder fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.

7. The State will only notify a bidder of a request for the Record and of a planned release if the bidder undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the bidder that it will disclose the information unless the bidder convinces the State not to or obtains an order prohibiting disclosure.

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 ninety (90) calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

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

SEC. 5.22 GOVERNING LAW; FORUM SELECTION

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

SEC. 5.23 QUALIFIED BIDDERS

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

1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or

2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

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

SEC. 5.24 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.

- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the

contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.

b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.

- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.

- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.

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

SEC. 5.25 PROTEST

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

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

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

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

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

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

- the name, address, and telephone number of the protester,
- the signature of the protester or the protester's representative,
- identification of the contracting agency and the solicitation or contract at issue,

- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents, and
- the form of relief requested.

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

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

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

1) Camp Carroll and BAAF Work Schedule (External Attachment)
2) Bid Schedule (External Attachment);
3) Alaska Bidder Preference;
4) Standard Agreement Form for Goods and Non-Professional Services (Sample Only);
5) Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions;
6) Anti-Terrorism Training;
7) Supplemental Requirements for DMVA/FMO Federally Funded Contracts 2013;
8) Certification regarding Drug-Free Workplace Requirements;
9) Bidder's Checklist;

ATTACHMENT 3

ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: CLICK OR TAP HERE TO ENTER TEXT.

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	□ Yes □ No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	□ Yes □ No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1. 2. 3. 4. 5. 6.	

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

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

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

Alaska Bidder Preference Questions:

1) Does your business hold a current Alaska business license per *AS 36.30.990(2)(A)*?

☐ **YES** ☐ **NO**

If **YES**, enter your current **Alaska business license number**: Click or tap here to enter text.

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

If **YES**, please complete the following information:

A. **Place of Business**
Street Address: Click or tap here to enter text.
City: Click or tap here to enter text.
ZIP: Click or tap here to enter text.

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

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

☐ **YES** ☐ **NO**

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

1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per *AS 16.05.415(a)(1)*?
☐ **YES** ☐ **NO**

2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per *AS 16.05.415(a)(2)*?
☐ **YES** ☐ **NO**

3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per *AS 16.05.415(a)(3)*?
☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

4) Per *AS 36.30.990(2)(D),* is your business (**CHOOSE ONE**):

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

☐ **YES** ☐ **NO**

If **YES**, enter your current **Alaska corporate entity number**: Click or tap here to enter text.

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

Please identify each member by name: Click or tap here to enter text.

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

☐ **YES** ☐ **NO**

Please identify each member by name: Click or tap here to enter text.

Alaska Veteran Preference Questions:

1) Per *AS 36.30.321(F)*, is your business (**CHOOSE ONE**):

A. A **sole proprietorship** owned by an Alaska veteran?
☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

Per *AS 36.30.321(F)(3)* "**Alaska veteran**" is defined as an individual who:

(A) Served in the

(i) Armed forces of the United States, including a reserve unity of the United States armed forces; or

(ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air Nations Guard, or the Alaska Naval Militia; and

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

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

☐ **YES** ☐ **NO**

SIGNATURE

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

Printed Name _____

Title _____

Date _____

Signature _____

END OF ATTACHMENT 3

ATTACHMENT 4

STATE OF ALASKA					
STANDARD CONTRACT FORM			**GOODS AND NON-PROFESSIONAL SERVICES**		
The parties' contract comprises this Standard Contract Form as well as its referenced Articles and their associated Appendices					
1.Contract #		2.Contract Title			
3.VSS Vendor #		4.IRIS Transaction ID #		5.AK Business License #	
This contract is between the State of Alaska,					
6.Department of		7.Division		hereafter the State, and	
8.Contractor				hereafter the Contractor	
9.Mailing Address: Street or P.O. Box					
City		State		Zip Code+4	
Point of Contact:		Email Address			

10.

ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Contract

2.1: Appendix A (General Conditions), Items 1 through 20, govern contract performance.

2.2: Appendix B sets forth the indemnification and insurance provisions of this contract.

2.3: Appendix C sets forth the scope of work/services to be performed by the Contractor.

ARTICLE 3. Period of Performance: The Period of Performance for this contract begins on ??????????? and ends on ???????????. There are ???? renewal options available under this contract to be exercised solely by the state.

ARTICLE 4. Consideration:

4.1: In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed: $????????????? in accordance with the provisions of Appendix D.

4.2: When billing the State, the Contractor shall refer to the Agency Contract Number and send the billing to:

11.Department of		Attn:		Division of	
Mailing Address: Street of P.O. Box					
City		State		Zip Code+4	
Point of Contact		Email Address			
12. CONTRACTOR			**13 CONTRACTING AGENCY**		
Name of Firm:			Department		Division
Signature of Authorized Representative			Signature of Procurement Officer		
Printed or Typed Name of Authorized Representative			Printed or Typed Name of Procurement Officer		
Date			Date		

NOTICE! This contract has no effect until signed by the head of the contracting agency, procurement officer or designee.

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SAMPLE

APPENDIX A

GENERAL PROVISIONS

1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all the Contractor's facilities and activities under this contract. The Contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

2. Suitable Materials, etc.:

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

3. Disputes:

If the Contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620-AS 36.30.632

4. Default:

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

5. No Assignment or Delegation:

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. Contract Disclosure:

Except as otherwise protected by law, this contract and any amendment is a public record subject to disclosure under, for example, the Alaska Public Records Act. The contractor does not assert that any information in the contract is protected under federal or State of Alaska law.

7. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

8. Independent Contractor:

The Contractor and any agents and employees of the Contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

9. Payment of Taxes:

As a condition of performance of this contract, the Contractor shall pay all federal, State, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

10. Compliance:

In the performance of this contract, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

11. Conflicting Provisions:

Unless specifically amended and approved by the State of Alaska, Department of Law, the terms of this contract supersede any provisions the Contractor may seek to add. The Contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The Contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the Contractor for acts of Contractor negligence, are expressly superseded by this contract and are void.

12. Officials Not to Benefit:

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

13. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

14. Contract Funding:

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

15. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

16. Contract Extension:

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

17. Severability:

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

18. Continuing Obligation of Contractor:

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

19. Termination.

a. The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the Contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

20. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

END OF ATTACHMENT 4

ATTACHMENT 5

Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

The prospective recipient of federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name of Representative: _____.

Title of Representative: _____.

Signature: _____.

Date: _____.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number _____ or the Cage Code _____.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving federal funds. Failure to do so will result in cancellation of the contract.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

END OF ATTACHMENT 5

ATTACHMENT 6
MANDATORY ANTI-TERRORISM TRAINING

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

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

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

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

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

Company Name: _____

Date: _____

Printed Name: _____

Signature: _____

END OF ATTACHMENT 6

ATTACHMENT 7

Supplemental Requirements for DMVA / FMO
Federally Funded Contracts | 2013

Section 801. Applicable Law.

The Successful Contractor will comply with the following Applicable Laws. To view any referenced Laws or Statutes in their entirety please contact the Project Management.

Section 802. Governing Regulations.

This contract and the parties involved with this contract will comply with, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and NGR 5-1.

Section 803. Nondiscrimination.

This contract and the parties involved with this contract will comply with the following national policies prohibiting discrimination:

- **A.** Based on race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.
- **B.** Based on race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.
- **C.** Based on sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.
- **D.** Based on age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- **E.** Based on handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

Section 804. Lobbying.

- **A.** The State covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.
- **B.** The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Section 805. Drug-Free workplace.

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

Section 806. Environmental Protection.

A. The contractor and all parties, under this contract, agree that its performance under this Agreement shall comply with:

i. The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414).
ii. Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder.
iii. The Resources Conservation and Recovery Act (RCRA).
iv. The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA).
v. The National Environmental Policy Act (NEPA).
vi. The Solid Waste Disposal Act (SWDA)).
vii. The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31.
viii. To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

B. In accordance with the EPA rules, the party further agrees to also identify to the awarding agency *(State of Alaska | Department of Military and Veterans Affairs | Facilities Management Office)* any impact this award may have on:

i. The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

ii. Flood-prone areas and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.

iii. Coastal zones and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.

iv. Coastal barriers and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
v. Any existing or proposed component of the National Wild and Scenic Rivers System and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

vi. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Section 807. Use of United States Flag Carriers.

A. The contractor and the parties involved, under this contract, agree that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

B. The contractor and the parties involved, under this contract, agree that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Section 808. Debarment and Suspension.

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

Section 809. Buy American Act.

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

Section 810. Uniform Relocation Assistance and real Property Acquisition Policies

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

Section 811. Copeland "Anti-Kickback" Act.

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

Section 812. Contract Work Hours and Safety Standards Act.

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

Section 813. Central Contractor Registration and Universal Identifier Requirements.

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

Requirement for Central Contractor Registration (CCR)

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

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

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

i. Must notify potential sub-recipients that no entity (see definition in paragraph C of this award term) may receive a sub-award from you unless the entity has provided its DUNS number to you.

ii. May not make a sub-award to an entity unless the entity has provided its DUNS number to you.

B. Definitions

i. For purposes of this award term: DUN'S number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

ii. Entity, as it is used in this award term, means all the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe.
- b. A foreign public entity.
- c. A domestic or foreign nonprofit organization.
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.

iii. Sub-award:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, ``Audits of States, Local Governments, and Non-Profit Organizations'').
- c. A sub-award may be provided through any legal agreement, including an agreement that you consider a contract.

iv. Sub-recipient means an entity that:

a. Receives a sub-award from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the sub-award.

Section 814. Reporting Sub-awards and Executive Compensation

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

A. Reporting of first-tier sub-awards

i. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).

ii. Where and when to report.

a. You must report each obligating action described in paragraph a.1. of this award term to https://www.fsrs.gov.

v. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the www.sam.gov Internet site.

vi. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2012, the obligation must be reported by no later than December 31, 2012).

iii. What to report. You must report the information about each obligating action that the submission instructions posted at https://www.fsrs.gov specify.

B. Reporting Total Compensation of Recipient Executives.

i. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

a. the total Federal funding authorized to date under this award is $25,000 or more;

b. in the preceding fiscal year, you received—

i) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,

ii) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,

a) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security

and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

ii. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

a. As part of your registration profile at https://www.sam.gov.

b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Sub-recipient Executives

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

a. in the sub-recipient's preceding fiscal year, the sub-recipient received--

i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and

ii) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and

iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

ii. Where and when to report. You must report sub-recipient executive total compensation described in paragraph c.1. of this award term:

a. To the recipient.

b. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

D. Exemptions

i. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

ii. Sub-awards; and,

a. The total compensation of the five most highly compensated executives of any sub-recipient.

E. Definitions.

For purposes of this award term:

i. Entity means all the following, as defined in 2 CFR part 25:

a. A Governmental organization, which is a State, local government, or Indian tribe.

b. A foreign public entity.

c. A domestic or foreign nonprofit organization.

d. A domestic or foreign for-profit organization.

e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.

ii. Executive means officers, managing partners, or any other employees in management positions.

iii. Sub-award:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iv. Sub-recipient means an entity that:

a. Receives a sub-award from you (the recipient) under this award; and

b. Is accountable to you for the use of the Federal funds provided by the sub-award.

v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

a. Salary and bonus.

b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

d. Change in pension value. This is the change 'In present value of defined benefit and actuarial pension plans.

e. Above-market earnings on deferred compensation which is not tax-qualified.

f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds $10,000.

Contractor Acknowledgement and Acceptance:

_____

Contractor Business Entity Name

Signature – Authorized Representative Date

END OF ATTACHMENT 7

ATTACHMENT 8

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The grantee certifies that it will provide a drug-free workplace by:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b) Establishing a drug-free awareness program to inform employees about—
    1) The dangers of drug abuse in the workplace;
    2) The grantee's policy of maintaining a drug-free workplace;
    3) Any available drug counseling, rehabilitation and employee assistance programs, and
    4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1) Abide by the terms of the statement; and
    2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
    1) Taking appropriate personnel action against such an employee, up to and including termination; or
    2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

_____

Typed Name and Title of Certification Official

_____ _____

Signature Date

END OF ATTACHMENT 8

ATTACHMENT 9

BIDDER'S CHECKLIST

This checklist is being provided as a courtesy to bidders when preparing and submitting their bid. It may not be an all-inclusive list. It is the bidder's responsibility to ensure all required documents and information is submitted as specified within this ITB no later than the Deadline for Receipt of Bid.

A. The following items are required to be completed and returned by the bidder with their bid:

1) _____ A completed Bid Schedule (Attachment 2 to this ITB), and
2) _____ A completed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment 5 of this ITB), and
3) _____ A completed Mandatory Anti-Terrorism Training form (Attachment 6 to this ITB), and
4) _____ A completed Supplemental Requirements for DMVA / FMO Federally Funded Contracts | 2013 form (Attachment 7 to this ITB), and
5) _____ A completed Certification Regarding Drug-Free Workplace Requirements (Attachment 8 of this ITB), and
6) _____ Any Mandatory Return Amendment(s) to this ITB if any are issued by DMVA/DAS Procurement.

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

1) _____ A completed Certification of Entitlement to the Alaska Bidder Preference (Attachment 3 to this ITB).
2) _____ A copy of the Certification Letter from the Department of Labor and Workforce Development, Division of Vocational Rehabilitation, if claiming the Employment Program or Alaskans with Disabilities preference.

Failure to complete and submit the above items with your bid may result in your bid being considered nonresponsive and being rejected by the State.

END OF ATTACHMENT 9