



STATE OF ALASKA
Department of Administration
Division of General Services
550 West 7th Avenue, Suite 1970
Anchorage, Alaska 99501

Request For Proposals

RFP 2014-0222-2079

Date of Issue: July 11, 2013

Title and Purpose of RFP:

This Solicitation is to provide janitorial services for the State Office Building
Juneau, Alaska

Offerors Are Not Required To Return This Form.

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 in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

Jeff Jolly
Contracting Officer
Department of Administration, Division of General Services

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit one hard copy of their proposal, in writing, to the procurement officer in a sealed envelope. It must be addressed as follows:

Department of Administration
Division of General Services
Attention: Jeff Jolly
Request for Proposal (RFP) Number: 2014-0222-2079
Project name: State Office Building Janitorial Services
550 West 7th Avenue, Suite 1970
Anchorage, AK 99501

Proposals must be received no later than 4:30 P.M., Alaska Time on July 22, 2013. Faxed or electronically submitted proposals are acceptable but not encouraged. Oral proposals are not acceptable.

If submitting a faxed proposal, it is the offeror's responsibility to contact the issuing agency at 907-269-0301 to make arrangements prior to faxing the proposal and to confirm that the entire proposal has been received.

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to jeff.jolly@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A" is the name of the offeror). The email must contain the RFP number in the subject line.

The maximum size of a single email (including all text and attachments) that can be received by the state is 20 megabytes. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. It is the offeror's responsibility to contact the issuing agency at 907-269-0301 to confirm receipt of a proposal. The state is not responsible for unreadable, corrupt, or missing attachments.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

PROCUREMENT OFFICER: Jeff Jolly – PHONE 907-269-0301- FAX 907-269-0308 - TDD 907-375-7782

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

1.02 Contract Term and Work Schedule

The length of the contract will be from August 12, 2013 through June 30, 2018, with the option to renew for five (5) additional one (1) year terms under the same terms and conditions as the original contract. Contract renewal options are to be initiated solely by the Contracting Agency.

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

The approximate contract schedule is as follows:

- Issue RFP July 11, 2013,
- Deadline for Receipt of Proposals July 22, 2013,
- Proposal Evaluation Committee complete evaluation by July 24, 2013,
- State of Alaska issues Notice of Intent to Award a Contract July 25, 2013,
- State of Alaska issues contract August 6, 2013,
- Contract start August 12, 2013,

1.03 Purpose of the RFP

The Department of Administration, Division of General Services, is soliciting proposals for the STATE OFFICE BUILDING JANITORIAL SERVICES.

1.04 Budget

N/A

1.05 Location of Work

The location(s) the work is to be performed, completed and managed at 333 Willoughby Ave, Juneau, AK.

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

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

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 this requirement or to obtain a waiver may cause the state to reject the proposal as non-responsive, or cancel the contract.

1.06 Human Trafficking

By signature on their proposal, the offeror certifies that the offeror 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/g/tip/>

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

1.07 Assistance to Offerors with a Disability

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

1.08 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer before the due date of the bid or proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the time set for opening.

1.09 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed 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 RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

1.10 Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer as having downloaded the RFP from the State of Alaska Online Public Notice web site.

1.11 Alternate Proposals

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

1.12 Right of Rejection

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

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;

- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.
A proposal from a debarred or suspended offeror shall be rejected.

1.13 State Not Responsible for Preparation Costs

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

1.14 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.15 Subcontractors

Subcontractors will not be allowed.

1.16 Joint Ventures

Joint ventures will not be allowed.

1.17 Offeror's Certification

By signature on the proposal, offerors certify 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 federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;

- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

1.18 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm 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 Commissioner, Department of Administration, reserves the right to **consider a proposal 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 program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.19 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.

1.20 Solicitation Advertising

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

1.21 News Releases

News releases related to this RFP will not be made without prior approval of the project director.

1.22 Assignment

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.

1.23 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.24 Severability

If any provision of the contract or agreement 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.

1.25 Federal Requirements

N/A

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the opening date.

2.02 Pre-proposal Conference

A pre-proposal conference will be held at 2:00 p.m., Alaska Time, on Wednesday, July 17, 2013 in the Division of General Services conference room on the 6th floor of the State Office Building (333 Willoughby Ave.) in Juneau Alaska; and in the Division of General Services conference room on the 19th floor of the Atwood Building (550 West 7th Avenue) in Anchorage Alaska. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

2.03 Site Inspection

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal 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.

2.04 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

2.05 Supplemental Terms and Conditions

Proposals must comply with Section 1.11 **Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.06 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the proposal evaluation committee may be adjusted as a result of a clarification under this section.

2.07 Discussions with Offerors

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

2.08 Prior Experience

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements.

- a) Bidder shall have a minimum of three years (3) years experience, within the past five (5) years, providing daily janitorial services for commercial office buildings in excess of 25,000 square feet.
- b) The bidder's experience shall be exemplified as ownership in the business entity, active principal in the ownership of the business entity, or as a manager/supervisor with responsibilities including: supervision of personnel, scheduling, ordering of supplies/materials, and participation in the hiring/disciplinary actions/termination of personnel.
- c) Bidder must be able to have the staffing and equipment necessary to complete the services for a building having a floor area in excess of 200,000 square feet prior to commencement of the contract.
- d) Three (3) references must be provided.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

2.09 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

2.10 Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

2.11 F.O.B. Point

N/A

2.12 Alaska Business License and Other Required Licenses

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

- (a) copy of an Alaska business license;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals 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 proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

2.13 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP 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 Department of Administration, Division of General Service's web site:

<http://doa.alaska.gov/dgs/policy.html>

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)
Alaska Veteran's Preference - AS 36.30.321(f)

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 prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.

2.14 5 Percent Alaska Bidder Preference **AS 36.30.321(a), AS 36.30.990[25], & 2 AAC 12.260**

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who:

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

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

2.15 5 Percent Alaska Veteran Preference **AS 36.30.321(f)**

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.990[25] 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.

Alaska Veteran Preference Affidavit

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

**2.16 Formula Used to Convert Cost to Points
AS 36.30.250 & 2 AAC 12.260**

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

List all proposal prices, adjusted where appropriate by the application of all applicable preferences.

Offeror #1 - Non-Alaskan Offeror	\$40,000
Offeror #2 - Alaskan Offeror	\$42,750
Offeror #3 - Alaskan Offeror	\$47,500

[STEP 2]

Convert cost to points using this formula.

$$\frac{[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})]}{(\text{Cost of Each Higher Priced Proposal})} = \text{POINTS}$$

The RFP allotted 40% (40 points) of the total of 100 points for cost.

Offeror #1 receives 40 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 40 points.

Offeror #2 receives 37.4 points.

$$\begin{array}{r} \$40,000 \\ \text{Lowest Cost} \end{array} \times \begin{array}{r} 40 \\ \text{Max Points} \end{array} = 1,600,000 \div \begin{array}{r} \$42,750 \\ \text{Offeror \#2} \\ \text{Adjusted By} \\ \text{The Application Of} \\ \text{All Applicable} \\ \text{Preferences} \end{array} = \begin{array}{r} 37.4 \\ \text{Points} \end{array}$$

Offeror #3 receives 33.7 points.

$$\begin{array}{r} \$40,000 \\ \text{Lowest Cost} \end{array} \times \begin{array}{r} 40 \\ \text{Max Points} \end{array} = 1,600,000 \div \begin{array}{r} \$47,500 \\ \text{Offeror \#3} \\ \text{Adjusted By} \\ \text{The Application Of} \\ \text{All Applicable} \\ \text{Preferences} \end{array} = \begin{array}{r} 33.7 \\ \text{Points} \end{array}$$

2.17 Alaska Offeror Preference AS 36.30.321 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990[25], are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

EXAMPLE

Alaska Offeror Preference

[STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

Total number of points available - 100 Points

$$\begin{array}{rcccl} 100 & \times & 10\% & = & 10 \\ \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\ \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\ & & & & \text{Under the Preference} \end{array}$$

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

Offeror #1 - 89 points
Offeror #2 - 80 points
Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

Offeror #1 - 89 points
Offeror #2 - 90 points
Offeror #3 - 98 points

Offeror #3 is awarded the contract.

2.18 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Division of General Services conference room on the 7th floor of the State Office Building in Juneau, Alaska.

If the contract negotiations take place in Juneau, Alaska, the offeror will be responsible for their travel and per diem expenses.

2.19 Failure to Negotiate

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

2.20 Notice of Intent to Award (NIA) — Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

2.21 Protest

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

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

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

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 an offeror 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 proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- a. the name, address, and telephone number of the protester;
- b. the signature of the protester or the protester's representative;
- c. identification of the contracting agency and the solicitation or contract at issue;
- d. 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 offerors 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 THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

Fixed Price with Adjustment

The base yearly contract amount shall remain firm through July 31, 2014. The current yearly contract amount may be adjusted annually beginning on August 1, 2014 if requested in writing by the contractor 30 days prior to the effective date of the adjustment. Request must be made annually only. **RETROACTIVE ADJUSTMENTS WILL NOT BE ALLOWED.** The adjustment shall be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index, for All Urban Consumers, All Items, (CPI-U), Anchorage Area semiannual 1st Half index. The purpose of such adjustment is to compensate the contractor for changes in operating costs.

The percentage difference between the CPI-U Anchorage semiannual 1st Half index for 2013 and the CPI-U Anchorage semiannual 1st Half index for 2014 will determine the maximum allowable adjustment beginning on August 1, 2014. Each year thereafter the difference between the CPI-U Anchorage semiannual 1st Half index for 2011 and the most recent semiannual 1st Half index issued prior to the contract anniversary date for CPI-U Anchorage thereafter will determine the maximum allowable adjustment.

The formula is expressed as:

$[(35\% \times \text{Base Yearly Contract Amount}) \times \% \text{ change in CPI}] + \text{the Base Yearly Contract Amount} = \text{the Adjusted Yearly Contract Amount.}$

Example:

Base yearly contract amount = \$1,000.00

35% of Base yearly contract amount = \$350

Change in CPI index = 3.5%

The adjusted yearly contract amount would be computed as follows:

$\$350 \times 3.5\% = \$12.25 + \$1,000.00 = \$1,012.25$

3.02 Contract Approval

This RFP 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 Administration, 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.

3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.04 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

3.05 Additional Terms and Conditions

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.06 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal.

3.07 Bid Bond - Performance Bond - Surety Deposit

Bid Bond

N/A.

Performance Bond

N/A

Surety Deposit

N/A

3.08 Contract Funding

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

3.09 Proposed Payment Procedures

The State will pay the daily, weekly, and monthly bid items in 12 equal payments. Each monthly payment will be made after specific bid items have been completed and approved by the project director. The annual final payment will not be made until the entire contract, including specified bid items are completed, as directed by the project manager or on a schedule provided by the contractor, and approved by the project manager.

Payment for contracts under \$500,000.00, for the undisputed purchase of services provided by the Contractor, shall be made within 30 days of the receipt of a proper invoice. A late payment is subject to interest, at a rate equal to the "legal rate of interest" established under AS 45.45.010, on the unpaid balance. Interest will not be paid if there is a dispute or if there is a discrepancy in the invoice. Billings for all services rendered during a given month (or prorated if less than a full month) shall be submitted to the Project Manager on the last working day of that month.

Invoices must be submitted to the attention of the Project Manager representing the Contracting Agency. The manager's name and address is identified on the *Janitorial Contract Award* form. The agency will make payment only after verifying that the services have been provided in accordance. Modifications to the Contractor's invoice, resulting from defective Work or improper billing procedures, shall only be made following written notice to the

Contractor. Questions or disputes concerning the Contractor's payment must be presented in writing to the Project Manager. Invoices must be provided in a format acceptable to the agency. The Contracting Officer reserves the right to request back-up documentation in support of invoices in questions. Failure to provide the requested backup may result in partial payment or rejection of the billing. Requested backup may include, but not limited to, employee time sheets and pay records, record of subcontractor payments, bills of sale for equipment and supplies, and evidence of timely tax or employee compensation payments.

3.10 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Administration 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.

3.11 Informal Debriefing

N/A

3.12 Contract Personnel

A. Background Check Procedure

1. Each person performing work on site under this contract (including Contractors, sub contractors, project managers and/or job foreman) are required to obtain a background clearance through the Department of Public Safety. The Contractor shall make the request for Criminal Justice Information from the record for each subject name check. The Contractor shall be responsible for all costs associated with obtaining the required background clearance checks.
2. The Contractor shall pay all associated processing fees which may be in the form of a personal check, cashiers' check or money order made payable to the Department of Public Safety.
3. The Contractor shall tender to the Contracting Officer listed on the solicitation document a copy of the Background Clearance report(s) for each individual for acceptance or denial at the sole discretion by the State prior to commencement of any work at the site. The background clearances shall remain confidential.
4. The Contractor may request the background clearance in person directly from Public Safety. For more information contact the Department of Public Safety: 907-465-4343 (Juneau), 907-269-5767 (Anchorage)
5. The Contractor shall be advised that the background clearances may take longer than a week to obtain from the Department of Public Safety.
6. The Contracting Officer will advise the Contractor of acceptance or denial for each individual to work on this project within 48 hours of submittal.
7. Background clearances are good for a period of one year from the date of acceptance. The Contractor is responsible for obtaining replacement background clearances for each person performing work on site under this contract annually at the Contractor's expense.

B. ACCESS PROCEDURES

1. Once an individual background clearance is approved to work on this project, the Contracting Officer will make arrangements for key cards / keys to be processed and delivered to:
2. Juneau: State Office Building, 333 Willoughby Avenue, 8th floor Calhoun Entrance Security Station for distribution. After the contract is awarded, each individual contractor employee will be required to complete a proximity card form to process their key card. The key card / keys will be available for pick up and return each work day at the State Office Building and issued by a security guard.
3. Each individual is required to pick up their own key card/key and show identification when pickup up and returning the key card/keys at the close of each work shift. Individuals without approved background checks will not be given access.
4. The Juneau State Office Building security station is manned 24/7 365 days a year. Contact number 907-465-2100.
5. Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director 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 work received) and may seek associated damages.

3.14 Termination for Default

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached.

3.15 Liquidated Damages

N/A

3.16 Contract Changes - Unanticipated Amendments

From time to time, it may be necessary to change the scope of Work included in the Project. Such changes may include, but are not limited to, (1) increases or decreases in the Work area, (2) additions, deletions and changes in Bid Items and (3) changes in occupancy of the Work area, which have significant impact on the Contractor's costs.

Generally, adjustments in the contract price resulting from additions to or deletions from the Work area or changes in Bid Items will be pro-rated on the basis of the computed Bid Item unit cost for each affected service.

If the occupancy or use of the Work area changes which result in increased costs, the Contractor may request a contract price adjustment for impacted services. Such requests shall be written, state which Bid Items are affected, present before and after cost comparisons and justify fully why the price adjustment is requested.

The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Administration or the Commissioner's designee.

3.17 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

3.18 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.

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

N/A

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

The Department of Administration, Division of General Services, is soliciting proposals to provide janitorial services for the State Office Building Juneau, Alaska.

PROJECT REQUIREMENTS

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

General Project Requirements

- 5.1.1** In addition to the billing instructions provided in Section 3.10, the Contractor shall submit monthly invoices for services completed the previous month, referenced by Bid Item. For Bid Items covering quarterly, semiannual and annual services, the Contractor may elect to perform part of the services each month on a definite schedule, as approved by the Project Manager, provided that all services are completed by the specified interval. For these Bid Items, the Contractor may invoice on a pro-rata basis each month.
- 5.1.2** The Contractor shall provide the Project Manager with 24-hour/day means of contacting the Contract Administrator, in case of emergency or contract compliance issues.
- 5.1.3** Cleaning agents/materials
- a. Contractor shall not use corrosive, caustic or acidic cleaning agents, which may damage finished surfaces if improperly used, unless approved by the Project Manager.
 - b. Contractor shall not use abrasive cleaning materials, such as steel wool and scouring powders, which tend to streak or abrade porcelain fixtures.
- 5.1.4** The Contractor shall be accountable for keys and access devices provided by the State, and shall be financially responsible for replacing lost keys and rekeying any locks compromised by failure to exercise due diligence and proper supervision.
- 5.1.5** The Contractor shall provide plastic can liners for wastebaskets, trash receptacles and restroom trash and napkin receptacles. Check liners when emptying trash and replace when torn or soiled.
- 5.1.6** The Contract Administrator or other designated supervisor shall inspect the entire work area after each day's services are performed, to verify that (1) all required services have been satisfactorily performed, (2) doors and windows are closed and secured as directed, and (3) lighting is switched off as directed.
- 5.1.7** The Contractor shall provide two-ply, facial quality, toilet paper.
- 5.1.8** The Contractor shall designate a Contract Administrator to administer the Contract. The Contract Administrator need not be exclusively assigned to the contract, but shall be locally available during normal State business hours and when Contractor's employees are on-site performing the work. The Contract Administrator shall have full authority to manage day-to-day operations and act on behalf of the Contractor. The Contract Administrator shall perform the following functions: (1) coordinate the work with the State Project Manager, (2) ensure the work is performed in accordance with contract requirements and (3) receive and resolve service complaints. The Contract Administrator shall understand, speak, read and write English fluently.

The Contract Administrator shall possess a combination of training, experience and management skills to administer the contract satisfactorily. The Contractor shall submit a resume for the proposed Contract Administrator, containing a full statement of relevant training and experience, together with names and telephone numbers of references able to verify experience, training and previous performance. Appointment and retention of the Contract Administrator is subject to the approval of the Contracting Officer.

- 5.1.9** While work is underway at least one person who can speak, read and write English fluently shall be present in the building at all times.
- 5.1.10** Minors, including family members of the Contractor and employees, shall not be on the Project site during contract Work hours and are prohibited from performing any Work under this contract. The exception to this shall be minors with valid work permits issued by the Alaska Department of Labor. The valid work permit must be submitted prior to the first day of work for approval by the Project Manager. The minor must comply with all security requirements of this contract. The Contractor shall keep a detailed record of hours worked by any minor employed. Records must show that the minor has worked the correct number of hours and received the correct number of breaks at the correct times for their age group in accordance with the statutory requirements of the Department of Labor. The Contractor must submit a copy of these records with the monthly invoice for any month in which a minor is employed.
- 5.1.11** The Contractor shall furnish all labor, equipment, supplies and material necessary to accomplish the Work described in these Contract Documents.

Unless otherwise specified in the Project requirements, the Contractor shall provide standard commercial grade products, supplies, equipment, paper goods, and rest-room supplies, of types and sizes to fit existing agency-provided dispensers. These items are subject to inspection and approval by the Contracting Officer. The Contractor may not use alternative restroom product dispensers in lieu of those already in place without the approval of the Contracting Officer. The Contracting Officer may require the Contractor to submit, for approval, a list of proposed brand names and/or actual product samples of the supplies the Contractor intends to use.

- 5.1.12** In accordance with federal law and as a condition of contract Award, the Contractor shall provide to the Contracting Officer evidence that copies of all Material Safety Data Sheets (MSDS) (relating to all the chemicals and cleaning agents that are to be used in the performance of this contract) are available to their employees. During the course of the contract, MSDS's for newly acquired products, not identified at Award, shall also be made available. Within two hours, the Contractor shall provide to the Contracting Agency copies of any requested *MSDS*.
- 5.1.13** As a condition of contract Award the Contractor shall provide to the Contracting Officer a detailed work schedule listing the anticipated performance dates of all scheduled Work under the contract. Updated schedules shall be provided to the agency upon request or in the event that dates change from those originally shown. In addition, the Contracting Officer shall be notified **48** hours in advance of performing any non-routine Work.
- 5.1.14 WORK HOURS:** See specific bid items.
- 5.1.15** The contractor shall turn off all designated lighting and lock outside doors and windows at the end of each work day.
- 5.1.16** The area included in the contract are all offices, cubicles, foyers, corridors, hallways, entryways, lobbies, conference rooms, restrooms, employee break rooms, janitor rooms, interior glass partitions, display cases, entry doors, and interior windows.
- 5.1.17** The area excluded from the contract are maintenance shops, elevator shafts, machine rooms, boiler room, fan room, plenums and air-locks and designated storage rooms.
- 5.1.18** Contractor shall have personnel available twenty-four (24) hours per day, seven (7) days per week, who are specifically trained to respond to cleanups involving Blood borne Pathogens: protection, clean-up, and disposal. This service shall be available at no additional cost to the State.

5.1.19 This solicitation is being posted in conjunction with other janitorial service solicitation(s). An offeror who submits offers for more than one solicitation must demonstrate the ability to fulfill its contractual obligations – including staffing and equipment - for this solicitation in conjunction with other state contracts for janitorial services in the event the offeror is awarded multiple contracts. Failure to demonstrate this ability to the satisfaction of the state may result in all offers submitted by the offeror being deemed non-responsible.

5.1.20 WORK RESTRICTIONS

a. The State recognized holidays are:

- New Year's Day
- Martin Luther King Jr.' Birthday
- President's Day
- Seward's Day
- Memorial Day
- Independence Day
- Labor Day
- Alaska Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

b. Nonsmoking Building: Smoking is not permitted within the State-owned buildings or within 25 feet (8 m) of entrances, operable windows, or outdoor air intakes.

c. In the Alaska State Library (on the 8th floor) access will be restricted: trash pickup shall be between the hours of 8:00am and 5:00pm; the compact book stacks shall be vacuumed every other week between 8:00am and 10:00am, except on State holidays.

d. In Room 712 access will be restricted: the room shall be vacuumed weekly between the hours of 8:00am and 5:00pm; trash pickup shall be between the hours of 8:00am and 5:00pm, except on State holidays.

e. Tuesday and Thursday 11:30AM to 1PM Janitorial service is required for the following 10th Floor offices:

- Commissioner Reception area, Director of Risk Management, Special Assistant to the Commissioner, Deputy Commissioner 1, Deputy Commissioner 2 and Commissioner.
- 7th Floor 8AM to 4PM Monday through Friday: Microfilm office, 3 mailroom offices.
- In the Alaska State Library (on the 8th floor) access will be restricted: trash pickup shall be between the hours of 8:00am and 5:00pm; the compact book stacks shall be vacuumed every other week between 8:00am and 10:00am, except on State holidays.
- Historical Library (8th Floor) from 8:00am to 10:00am.

5.1.21 OFFICE / STORAGE SPACE

a. There will be a janitor's closet available on the 5th and 6th floors; in addition, there will be a mop sink available on the 9th floor for contractor use in this building.

5.1.22 MAINTENANCE ISSUES

- a. Report any maintenance issues to the Facilities Call Center (907) 465-5689 or Building Security (907) 465-2100.

Equipment Requirements

5.2.1 All equipment and attachments necessary to perform the Work described in these Contracts Documents must be available for the Contracting Officer's inspection at the site named by the Contractor. The equipment and attachments must be in good condition and capable of performing the Work for which they were intended. If new equipment is on order, purchasing documents which describe the equipment sufficiently for evaluation must be available for review by the Contracting Officer. Such equipment must be on the job site within 30 calendar days from the date of the inception of the contract. The new equipment will be subject to inspection for compliance. Bidder's who fail to comply with this requirement will be considered to be not responsible and the Contracting Agency will reject the bid or cancel the contract.

5.2.2 Equipment requirements anticipated for performance of Work under this Contract are:

- a. Backpack style vacuum cleaners with high filtration and industrial design. Vacuum cleaners shall be in good working condition and are subject to inspection by the State. At least one vacuum cleaner shall be of upright design with beater (roller) brush rated at least 150 CFM for use in appropriate areas. Total number of backpack vacuums required shall be calculated at one unit per 15,000 square feet, however, no fewer than two vacuum cleaners, in good operating condition, shall be on site.
- b. One wet/dry vacuum cleaner, minimum 2 HP and 10-gallon container, to be used for edge vacuuming and water pickup.
- c. One dual-speed floor machine, 1000 RPM for floor buffing and 500 RPM for dry stripping and spray buffing.
- d. Commercial model carpet shampooer.
- e. The Contractor shall provide adequate backup equipment to assure that services are provided when scheduled, even if primary equipment is broken down or otherwise unavailable for use.

5.2.3 Supply the Project Manager with a complete listing of all available equipment prior to contract Award. Throughout the contract period, the Contractor shall update the listing, within three working days, to reflect any equipment changes. All listings shall include the following information for each piece of powered equipment:

- a. Type, name and model number
- b. Physical location (where stored).
- c. Contractor-owned or rented. If required equipment is not yet available, state how such equipment will be obtained prior to commencement of Work.

5.03 Deliverables

The contractor will be required to provide the following deliverables;

- (a) Provide high quality janitorial services so State of Alaska employees have a clean and safe work environment.
- (b) Collect and dispose of waste paper and other trash as designated.

- (c) Vacuum carpeted areas and sweep hard surface floors to remove dirt and dust.
- (d) Clean and sanitize restroom toilets, sinks, floors, urinals, divider panels, doors, and receptacles.
- (e) Supply restroom soap, toilet tissue, paper towels feminine products, toilet seat covers, and other restroom items.
- (f) Dust desks, tables, counters, and other accessible horizontal surfaces, walls and furniture up to a height of 6 feet from floor.
- (g) Ensure any Floor P-Traps in the restrooms are full.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

6.01 Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.02 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

6.03 Methodology Used for the Project

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

6.04 Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

6.05 Experience and Qualifications

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- a. title,
- b. resume,
- c. location(s) where work will be performed,

- d. itemize the total cost and the number of estimated hours for each individual named above.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.

6.06 Cost Schedule

Cost proposals should include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Due to budgetary constraints Bid Items C, D, and E request the same services with different frequencies. The bid item, which is determined to provide the most service and remain within the monies allocated, will be used in evaluating the contracts cost. Contractor must provide a cost for each item or the bid will be considered to be nonresponsive.

6.6.1 BID ITEM "A" - DAILY SERVICES (INSIDE)

Perform daily services (inside) each regular State work day, between the hours of 5:00pm and 6:00am, except on State holidays. This shall include the break room.

- a. Empty wastebaskets and trash receptacles, collect with other designated "TRASH" (if any), securely bag loose paper and other refuse likely to be wind-blown or attract birds and deposit in State-furnished dumpster. When not actually in use, keep dumpster lid closed and secured to minimize litter.
- b. Sweep hard-surface floors, using a dust mop treated with polyethylene glycol or similar dust retardant. Sweep concrete floors with a broom. Police stairwells for debris.
- c. Thoroughly vacuum carpet in entryways, corridors and lobbies. Spot-vacuum carpet in remainder of building to remove loose dirt and debris. Vacuum entry mats (where provided).
- d. Clean glass doors and re-lites at main building entries.
- e. Clean restroom toilets, urinals, lavatories, divider panels, doors and receptacles with germicidal solution, used at recommended strength. Carefully inspect remaining restroom surfaces and clean if soiled. Remove graffiti. Clean mirrors and stainless steel to leave a clean, streak-free appearance. Toilet cleaning procedure shall be (1) Flush toilet, (2) Dispense 2 oz. disinfecting toilet bowl cleaner into toilet (3) Dip johnny mop in bowl and clean behind toilet seat, lift toilet seat and clean underside of seat, clean bowl rim and outside of bowl (4) Clean inside of toilet bowl (5) Flush toilet while holding johnny mop in bowl (6) Rinse behind toilet seat, rinse underside of seat, rinse outside and inside of bowl (7) Flush toilet (8) Spray topside of toilet seat with disinfectant and wipe dry with a paper towel.
- f. Damp-mop restroom floors with germicidal cleaner, used at recommended strength. If necessary, damp-mop a second time with clean water.
- g. Check and replenish restroom soap, toilet tissue, paper towel, seat cover and sanitary napkin dispensers.
- h. Clean drinking fountains with germicidal solution, at recommended strength.
- i. Dust desks, tables, counters and conference room tables that occupants have cleared.
- j. Thoroughly vacuum carpet in the entire work area
- k. Remove spots and stains from carpet, using methods as approved by Project Manager.

- l. Remove foreign material, such as gum, from floors and other surfaces.
- m. Respond to spot and stain removal from carpet, tile, and elevators, as requested by the Project Manager.
- n. Elevators – sweep floor, vacuum, wipe down walls and panel buttons.
- o. Spot – mop, as necessary, quarry tile in 8th floor atrium, lobby, snack bar and service center area.
- p. Wipe down counters and furniture in designated public use areas (e.g. reception areas and waiting rooms) and communal use (e.g. conference rooms) areas only.
- q. After work is completed in each section of the building, turn off lights, close windows and secure doors.
- r. Damp-mop hard-surface floors and stairways.
- s. Check walls, doors and frames and remove smudges by damp-wiping.
- t. Elevators – vacuum lower door guide and floor, damp mop if necessary, clean elevator thresholds at each level and within cars, wipe down walls and panel buttons.

6.6.2 BID ITEM "B" - DAILY SERVICES (OUTSIDE)

Perform daily services between 12:00 noon and 9:00pm (outside) each regular State work day, except State holidays.

- a. Police sidewalks and grounds of litter.
- b. Sweep building entryways, loading docks, ramps, driveways, and sidewalks.
- c. Collect debris and dispose of in State-furnished dumpster.
- d. Wash or damp-wipe all exterior ash trays.
- e. Empty ashtrays (where provided in smoking areas: P1-P4 garage levels, 8th floor NW viewing deck, Calhoun entrance, and East skybridge entrance) into metal container. Bag and dispose of ash in dumpster when "cold".

6.6.3 BID ITEM "C" - WEEKLY SERVICES

Perform weekly services, between the hours of 5:00pm Friday and 6:00am next business day, on a regular schedule as approved by the Project Manager.

- a. Wet mop all non-carpeted hard floors including stairwells and landings (remove mats where provided – return when done).
- b. Damp-wipe all handrails, window sills, and radiator covers including in stairwells and landings.
- c. Power scrub the eighth floor lobby between 5:00 P.M. Friday and 6:00 A.M. the next business day.

6.6.4 BID ITEM "D" - MONTHLY SERVICES

- a. On the 9th, 10th, and 11th floors, dust registers next to windows overlooking the patio to channel and all of the surfaces on the sky bridges (9, 10, and 11) and the sky bridge between the AOB & SOB.

- b. On all levels of the parking structure, soak up fresh oil from the concrete surfaces with "Floor Dry" type absorbent material and dispose of it properly.
- c. Buff the hard surface floors to remove any marks and to restore their luster.
- d. Damp wipe the ends of the movable book stacks, book stacks/shelves, microfiche and film file cabinets, table braces and chair legs in the State Library.
- e. Thoroughly vacuum the 8th floor vents with a brush attachment.
- f. The last Friday of each month (after coordinating with the central mailroom supervisor), thoroughly vacuum the entire 7th floor mailroom area and clean around all the equipment, moving boxes as needed.
- g. Damp wipe and clean the area around the pipe organ on the 8th floor, including the top of the organ enclosure.

6.6.5 BID ITEM "E" - SEMIANNUAL SERVICES

Perform semiannual services, between the hours of 5:00pm Friday and 6:00am next business day on a regular six-month schedule, as approved by the Project Manager.

- a. Dust or vacuum window coverings (shades, venetian blinds, etc.) and overhead pipes and moldings over 6 feet from floor.
- b. Remove and wash light fixture diffusers. Clean fixture interiors
- c. Wash trash receptacles.
- d. Wash doorframes (interior and exterior) and walls (interior only) in public hallways and stairwells. Wash stair and landing railing in stairwells. Damp wipe baseboards and trim.
- e. Strip wax from hard-surface floors, rinse stripper from floor with clean water. When dry, wax and buff to a high sheen (remove mats where provided – return when done).
- f. Remove dust from ventilation grilles and diffusers.
- g. Vacuum under the raised floor surfaces in the computer rooms to remove dirt and debris.

6.6.6 BID ITEM "F" – PURELL HAND SANITIZER

- a. Provide Purell hand sanitizer refills for 43 dispensers throughout the building.

6.6.7 BID ITEM "G" – RECYCLE SERVICES

- a. Empty recyclable bins in the elevator lobbies once a week, on Wednesdays, throughout the entire building.

ADDITIONAL BID ITEMS FOR THE STATE OFFICE BUILDING

6.6.9 BID ITEM "H" - WEEKLY SERVICES

Perform once a week on a regular schedule, as approved by the Project Manager.

- a. Power scrub, as per daily requirements, lobby area between 5:00pm Friday and 6:00 am next business day.

- b. Damp mop hard surface floors (remove mats where provided – return when done) to remove traffic mark and restore luster (fifth floor elevator lobby, hallway and computer room, and elevator lobbies, P1 through P4).
- c. Wash or damp wipe exterior ashtrays.
- d. Vacuum between moveable stacks in State Library.
- e. Remove spots and stains from carpet, using methods approved by Project Manager.
- f. Damp mop stair treads and landings in all stairwells.

6.6.10 BID ITEM "I" – EVERY TWO WEEKS (Semi-Monthly) SERVICES

Perform services on a regular schedule, as approved by the Project Manager.

- a. Damp mop 7th floor loading dock.
- b. Damp wipe convector covers in trafficked areas.

6.6.11 BID ITEM "J" - MONTHLY SERVICES

Perform between the hours of 5:00pm Friday and 6:00am next business day, on a schedule approved by the Project Manager.

- a. Dust tables, counters, tops of filing cabinets (under 6 ft.), tops of system furniture dividers, tops of system furniture overhead bins (if cleared), window ledges, sills (if accessible). On 9th, 10th, 11th floors dust registers next to windows overlooking patio to channel. Dust all surface on skybridges (9, 10, 11) and skybridge between the AOB and SOB.
- b. On all levels of the parking structure, soak up fresh oil from concrete surfaces with "Floor-Dry" type absorbent material; dispose of swept-up residue in dumpster.
- c. Buff hard-surface floors to remove traffic marks and restore luster.
- d. Damp wipe ends of moveable book stacks, book stacks/shelves, microfiche and film file cabinets, table braces, and chair legs in State Library.
- e. Thoroughly vacuum 8th floor vents with brush attachment.
- f. Last Friday of each month (after coordinating with central mailroom supervisor), thoroughly vacuum entire seventh floor mailroom area and clean around equipment, moving boxes as necessary.
- g. Damp wipe and clean area around pipe organ on the eighth floor, including top of organ enclosure.

6.6.12 BID ITEM "K" - ANNUAL SERVICES

Perform during April and May, as directed the Project Manager

- a. Vacuum under raised floor surfaces in computer rooms to remove dirt and debris. Schedule this service with the computer room supervisor.
- b. Clean interior and exterior doorframes, and trim within twelve feet of the floor.
- c. Clean trash receptacles, wash if necessary.
- d. Damp wipe walls in public hallways and stairwells, signs, doors and other painted surfaces, within 8th feet of floor. Wash stair and landing railing in stairwells. Damp wipe baseboards.

- e. Damp wipe or vacuum window coverings (shades, venetian blinds, etc.) and overhead pipes and moldings over 6 feet from floor.

6.6.13 BID ITEM "L" - DAY CUSTODIAN SERVICES

Provide services of a day custodian between 8:00am and 5:00pm each State business day. The day custodian shall be dedicated to the following work only, and shall not be used to assist in the completion of other work required by this contract:

- a. Between 5:00pm and 8:00am each State business day, sweep, mop or vacuum floor coverings in entryway, elevator lobbies, and elevator cabs to maintain them in a clean condition throughout the day.
- b. Empty waste containers in public areas and ash receptacles in designated smoking areas; dispose of trash in State-furnished dumpster.
- c. Police lobbies, elevator cars, public areas, loading docks, parking structure and lot, ramps, atrium, exterior plazas, interior and exterior stairways, entryways, and grounds surrounding the State Office Building for litter. Collect and dispose of litter, down to cigarette-butt size, in State-furnished dumpster.
- d. Check lighting fixtures in parking structure (including stairwells) for burned-out lamps, and promptly report outages to the Facilities Call Center, 465-5689.
- e. Clean up spills and "wet accidents" throughout the building as they occur. Immediately treat floor surfaces and carpeting to prevent spotting or other damage.
- f. Maintain toilet rooms in a clean and sanitary condition. Replenish supplies and paper products as required.
- g. Remove trash from fifth floor computer room as required, and deposit in State-furnished dumpster.
- h. Periodically check conference rooms when unoccupied, realign furniture and damp wipe tables and window ledges.
- i. Sweep the corridor near the eighth floor snack bar and espresso counter after lunch and after 3:15 PM; empty public trash receptacles in these areas.
- j. Perform daily services for the Field Audit Section and Mail Room on the eleventh floor and in Rooms 738 and 749 on the seventh floor.
- k. Vacuum carpet and remove trash in the seventh floor Central Mailroom, at a time set by the mailroom supervisor.
- l. Maintain janitor closets and storage areas in a clean and odor-free condition. Contractor's areas shall not be used for storing trash and wastepaper.
- m. Damp wipe table surfaces in public areas of the State Library (eighth floor).
- n. Check walls, doors and frames and remove smudges by damp wiping.

6.07 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section SEVEN.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

**THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS PROPOSAL IS 100**

7.01 Understanding of the Project (5 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

7.02 Methodology Used for the Project (5 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- [b] How well does the methodology match and achieve the objectives set out in the RFP?
- [c] Does the methodology interface with the time schedule in the RFP?

7.03 Management Plan for the Project (10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] [How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] [How well is accountability completely and clearly defined?
- [c] [Is the organization of the project team clear?
- [d] [How well does the management plan illustrate the lines of authority and communication?
- [e] [To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- [f] Does it appear that the offeror can meet the schedule set out in the RFP?
- [g] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] To what degree is the proposal practical and feasible?

- [i] To what extent has the offeror identified potential problems?

7.04 Experience and Qualifications (10 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- [c] How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the firm:

- [d] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [e] How successful is the general history of the firm regarding timely and successful completion of projects?
- [f] Has the firm provided letters of reference from previous clients?
- [g] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

7.05 Contract Cost (60 Percent)

Overall, a minimum of 60% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

7.06 Alaska Offeror Preference (10 Percent)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

Attachments

1. Standard Agreement Form
2. Appendix A
3. Appendix B1
4. Notice of Intent to Award
5. Checklist
6. Cost Schedule

SECTION NINE PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number _____

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

9.01 Understanding of the Project—5 Percent

Maximum Point Value for this Section - 5 Points
100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

[a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES _____

[c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

EVALUATOR'S NOTES _____

[d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 9.01 _____

9.02 Methodology Used for the Project—5 Percent

Maximum Point Value for this Section - 5 Points
100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

[a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

EVALUATOR'S NOTES _____

[b] How well does the methodology match and achieve the objectives set out in the RFP?

EVALUATOR'S NOTES _____

[c] Does the methodology interface with the time schedule in the proposal?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

9.03 Management Plan for the Project—10 Percent

Maximum Point Value for this Section - 10 Points
100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

EVALUATOR'S NOTES _____

[b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES _____

[c] Is the organization of the project team clear?

EVALUATOR'S NOTES _____

[d] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES _____

[e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

EVALUATOR'S NOTES _____

[f] Does it appear that offeror can meet the schedule set out in the RFP?

EVALUATOR'S NOTES _____

[g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

EVALUATOR'S NOTES _____

[h] To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES _____

[i] To what extent has the offeror identified potential problems?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 9.03 _____

9.04 Experience and Qualifications—10 Percent

Maximum Point Value for this Section - 10 Points
100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES _____

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES _____

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES _____

Questions regarding the firm.

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES _____

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES _____

[f] Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES _____

[g] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.04 _____

9.05 Contract Cost — 60 Percent

Maximum Point Value for this Section - 60 Points
100 Points x 60 Percent = 60 Points

Overall, a minimum of 60 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.16.

EVALUATOR'S POINT TOTAL FOR 9.05 _____

9.06 Alaska Offeror Preference — 10 Percent

Alaska bidders receive a 10 percent overall evaluation point preference.
Point value for Alaska bidders in this section -- 10 Points
100 Points x 10 Percent = 10 Points

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

EVALUATOR'S POINT TOTAL FOR 9.06 (either 0 or 10)

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS

STANDARD CONTRACT FORM
Goods and Non-Professional Services

1. Agency Contract Number 2014-0222-2079	2. Contract Title Janitorial Services for the State Office Building	3. Financial Coding LC:2570200 CC:2470060 PC:11631	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of Administration	Division General Services	hereafter the State, and	
9. Contractor hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4

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 A¹ (General Conditions), Items 1 through 17, govern contract performance.

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

2.3 Appendix C the terms and conditions of RFP 2014-0222-1461 in its entirety.

ARTICLE 3. Period of Performance: The period of performance for this contract begins August 12, 2013, and ends June 30, 2018.

ARTICLE 4. Considerations:

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 the Cost Schedule.

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

11. Department of Administration	Attention: Division of General Services
Mailing Address 550 West 7 th Avenue, Suite 1970 Anchorage, AK 99501	Attention: Jeff Jolly

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm	Department/Division Department of Administration, Division of General Services
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer Jeff Jolly
Date	Date

APPENDIX A¹

GENERAL CONDITIONS

1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of 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:

Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.

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. 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.

7. 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.

8. 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.

9. 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, license, permits and bonds.

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law the General Conditions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

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

12. 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.

13. 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.

14. Force Majeure:

(Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its 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 contractor. 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.

15. 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.

16. 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.

17. 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.

PROPOSAL CHECKLIST

RFP # 2014-0222-2079

State Office Building Janitorial Services

This checklist is an integral part of this RFP and the related proposal and must be included with any proposal. It indicates that you have read the requirements stipulated by this RFP and have provided us with the minimum required information. An officer of the proposing firm, who can bind the proposing firm, must sign this checklist. This signature will serve as the official signature of the proposal. Your proposal must include the following:

- Submit one (1) copy of your proposal.
- Offeror's Certification (Section 1.17).
- Conflict of Interest Statement (Section 1.18).
- Vendor Tax ID Number (Section 2.10).
- Evidence of an Alaska Business License (Section 2.11).
- If applicable, affidavit of qualification for Alaska bidder's Preference (Section 2.13) and any other preferences claimed (Section 2.12 – 2.15).
- Proof of Insurance (Section 3.06).
- Cost Schedule page (1 copy SPEPERATE SEALED ENVELOPE)

I have reviewed the requirements and certify that the enclosed proposal complies with all requirements of this RFP.

Offeror's Firm Name

Signature

Date

Name

APPENDIX B¹
INDEMNITY AND INSURANCE

Article 1. 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.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a notice of cancellation, nonrenewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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 \$300,000. combined single limit per occurrence.

Cost Schedule

- A. Item "A" Daily Service (Inside): \$ _____ per month x 12 = \$ _____ per year
- B. Item "B" Daily Service (Outside): \$ _____ per month x 12 = \$ _____ per year
- C. Item "C" Weekly Services: \$ _____ per month x 12 = \$ _____ per year
- D. Item "D" Monthly Services: \$ _____ per month x 12 = \$ _____ per year
- E. Item "E" Semiannual Services: \$ _____ per month x 2 = \$ _____ per year
- F. Item "F" Purell Hand Sanitizer: \$ _____ per month x 12 = \$ _____ per year
- G. Item "G" Recycle Services: \$ _____ per month x 12 = \$ _____ per year
- H. Item "H" Weekly Services: \$ _____ per month x 12 = \$ _____ per year
- I. Item "I" Semi-Monthly Services: \$ _____ per month x 12 = \$ _____ per year
- J. Item "J" Monthly Services: \$ _____ per month x 12 = \$ _____ per year
- K. Item "K" Annual Services: \$ _____ per month x 1 = \$ _____ per year
- L. Item "L" Day Custodian : \$ _____ per month x 12 = \$ _____ per year

TOTAL ANNUAL COST \$ _____
(Annual Price of Bid Items A+B+C+D+E+F+G+H+I+J+K+L)