SITKA TRIBE OF ALASKA
REQUEST FOR PROPOSAL (RFP)

THE GREAT SEAL OF
SITKA TRIBE OF ALASKA

JANITORIAL SERVICE FOR SITKA TRIBE OF ALASKA
RFP 2023-01
December 6, 2022

THE SITKA TRIBE OF ALASKA IS SEEKING BIDS FROM QUALIFIED VENDORS TO PROVIDE JANITORIAL SERVICES FOR THE TRIBAL BUILDINGS
SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE REQUEST FOR PROPOSAL
Sitka Tribe of Alaska is soliciting bids from qualified contractors to provide janitorial services for the Tribal Buildings, as specified in this RFP.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS
Bids must be received no later than 3:00 p.m. Alaska Time on January 18, 2023, at which time they will be publicly opened. Late submissions or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 REQUEST FOR PROPOSAL (RFP) REVIEW
Bidders shall carefully review this RFP for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the RFP should be made in writing and received by the Controller at least ten days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which an award cannot be made, and the resultant exposure of bidders' prices.

SEC. 1.04 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS
All questions must be submitted in writing and directed to the Controller. The interested party must confirm telephone conversations in writing.

Questions are due no later than 3:00 p.m. Alaska time on January 11, 2023 and will be emailed to nadia.riley@sitkatribe-nsn.gov. The subject line of the email will include the RFP number.

SEC. 1.05 VOLUNTARY SITE VISIT
A voluntary site visit is scheduled for January 4, 2023, at 10:00 a.m. Alaska time. This site visit allows bidders to see the conditions under which the work described in this RFP will be performed. The bidder’s failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this RFP.

Attendees for the site visit will need to contact Nadia Riley at (907) 747-7382. No more than two bidder representatives are to attend. Bidders are to meet at Tribal Headquarters 204 Siginaka Way no later than 10:00 a.m. Late bidders will not be afforded an opportunity to visit the site at a later date and time.

SEC. 1.06 SUBMITTING BIDS
Bidders must submit their bid, in writing, to the Controller via email. The bid should be emailed to nadia.riley@sitkatribe-nsn.gov and must contain the RFP number in the subject line of the email.
Email transmission is not instantaneous. Similar to sending a hard copy bid, if you are emailing your bid, the STA recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of bid. Please note: the Controller uses the time and date shown on received emails in the office’s inbox to determine the date and time for receipt of bids that have been submitted electronically.

It is the bidder’s responsibility to contact the issuing agency at 907-747-7382 to confirm the bid has been received. The STA is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.07  BID FORMS
Bidders shall use the front page of this RFP and any other forms identified in this RFP for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the RFP.

BIDDER’S CERTIFICATION
By signature on the bid, the bidder certifies that they comply with the following:

a) the laws of the State of Alaska;
b) the applicable portion of the Federal Civil Rights Act of 1964;
c) the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
e) all terms and conditions set out in this RFP;
f) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury; and

h) that the bid will remain open and valid for at least 90 days.

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

CONFLICT OF INTEREST
Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the STA, a Tribal Council Member or are directly or indirectly involved with a Tribal Council Member) and, if so, the nature of that conflict. The Controller reserves the right to consider a bid non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SEC. 1.08  PRICES
The bidder shall state prices in the units of issue on this RFP. Prices quoted in bids must be exclusive of federal, state, and local taxes.

SEC. 1.09  ASSISTANCE TO BIDDERS WITH A DISABILITY
Bidders with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Controller no later than ten days prior to the deadline for receipt of bids.
SEC. 1.10 AMENDMENTS TO BIDS
Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to
the deadline that is set for receipt of bids. No amendments or withdrawals will be accepted after the
deadline unless the delay is due to an error of the contracting agency.

SEC. 1.11 AMENDMENTS TO THE RFP
If an amendment is issued, it will be provided to all who were notified of the RFP and to those who have
registered with the Controller after receiving the RFP from the Sitka Tribe of Alaska.

SEC. 1.12 RFP SCHEDULE
The RFP schedule set out herein represents the STA’s best estimate of the schedule that will be
followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of
the schedule may be adjusted accordingly. All times are Alaska Time.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>TIME</th>
<th>DATE</th>
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<tbody>
<tr>
<td>Voluntary Site Visit</td>
<td>10:00 a.m.</td>
<td>January 4, 2022</td>
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<tr>
<td>Deadline for Questions</td>
<td>3:00 p.m.</td>
<td>January 9, 2022</td>
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<tr>
<td>Deadline for Receipt of Bids / Bid Due Date</td>
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<td>January 16, 2022</td>
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<td>Notice of Intent to Award</td>
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<td>January 25, 2022</td>
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<tr>
<td>Contract Issued</td>
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<td>February 1, 2023</td>
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SEC. 1.13 ALTERNATE BIDS
Bidders may only submit one bid for evaluation. Alternate bids (bids that offer something different than
what is asked for) will be rejected.

SEC. 1.14 SUPPORTING INFORMATION
Bidders shall submit all required technical specifications and other supporting information with their bid,
so that a detailed analysis and determination can be made by the Controller that the product offered
meets the RFP specifications and that other requirements of the RFP have been met. However, provided
a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the STA reserves
the right to request supplemental information from the bidder, after the bids have been opened, to
ensure that the products or services offered completely meet the RFP requirements. The requirement
for such supplemental information will be at the reasonable discretion of STA and may include the
requirement that a bidder will provide a sample product(s) so that STA can make a first-hand
examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set
by STA, will cause STA to consider the offer non-responsive and reject the bid.

SEC. 1.15 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER
Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and
unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and
unconditional offer to meet all the material terms of the RFP. Material terms are those that could affect
the price, quantity, quality, or delivery. Also included as material terms are those which are clearly
identified in the RFP and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

SEC. 1.16 CERTIFICATION OF ELIGIBILITY TO RECEIVE FEDERAL FUNDS
Statement attesting that the vendor and any subcontractors have not been disbarred, suspended, or otherwise determined to be ineligible to receive federal funds.

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM
The length of the contract will be for one year from the date of award, with two optional 1-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the STA.

SEC. 2.02 CONTRACT ADMINISTRATION
The administration of this contract is the responsibility of the STA Health and Safety Coordinator, or person appointed by the Sitka Tribe of Alaska.

SEC. 2.03 CONTRACT EXTENSION
Unless otherwise provided in this RFP, STA and the successful bidder/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the Controller will provide written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the Controller via a written contract amendment.

SEC. 2.04 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS
During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, STA will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost.

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

SEC. 2.05 SCOPE OF WORK AND SPECIFICATIONS
The Sitka Tribe of Alaska is seeking bids from qualified contractors to perform janitorial services for our Tribal Buildings.
All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, maintenance and inspections. Service, maintenance and inspections that are improperly done will be redone, by the contractor, at the contractor's risk and expense.

The contractor must furnish, unless mentioned in this RFP, all labor, supervision, materials, supplies, tools, and equipment to satisfactorily perform the services required by this RFP. Contractor must comply with all applicable Federal and State labor, wage and hour, safety and associated laws which have a bearing on the services provided. (All equipment required to perform this contract must be contractor-owned.

1. LOCATIONS
   a. Tribal Headquarters 204 Siginaka Way
   b. Resource Protection Department 429 Katlian St
   c. Old Administration Building 456 Katlian St

2. GENERAL INFORMATION
   a. STA Holidays. Contractor should be aware of the STA holidays and plan schedules accordingly. The contractor is not required to perform services on STA’s scheduled holidays that are listed below. If these holidays fall on Saturday, the preceding Friday will be observed. If these holidays fall on Sunday, the following Monday will be observed. If a holiday falls on a scheduled services day, the contractor will be responsible for rescheduling services for the first day post-holiday observance. Observed Holidays are as follows:
      i. New Year’s Day—First of January
      ii. Elizabeth Peratrovich Day—Sixteenth of February
      iii. Presidents Day—Third Monday in February
      iv. Memorial Day—Last Monday in May
      v. Independence Day—Fourth of July
      vi. Labor Day—First Monday in September
      vii. National Indian Day—Fourth Friday in September
      viii. Indigenous Peoples’ Day – Second Monday of October
      ix. Alaska Day—Eighteenth of October
      x. Veterans Day—Eleventh of November
      xi. Thanksgiving Day—Fourth Thursday in November
      xii. The day after Thanksgiving – Fourth Friday in November
      xiii. Christmas Day—Twenty-fifth of December
      xiv. The day after Christmas
   b. Cleaning and Restroom Supplies. The contractor shall furnish a listing of all proposed cleaning and restroom supplies to be utilized during the contract period not later than the contract start-up meeting for approval by the Health and Safety Coordinator. After initial approval, any new cleaning and/or restroom supplies added or changed will need approval from the Health and Safety Coordinator before being used. The cleaning inventory supply list shall contain the following information:
      i. Product name
      ii. Manufacturer Item use
iii. Disposal procedures if material remains after usage
iv. Storage of item
c. The Contractor shall be responsible for the proper disposal of all their cleaning supplies. A material safety data sheet (SDS) shall also be provided for each cleaning and restroom supply item and employees will be trained, by the Contractor, on the proper use and disposal of each item. All cleaning supplies shall be non-flammable.
d. **Drugs, Alcohol and Tobacco.** The Sitka Tribe of Alaska is a drug, alcohol and tobacco-free work environment. No smoking, chewing tobacco or use of e-cigarettes are permitted in or near any STA property, facility, vehicle or boat.
e. **Weapons, Firearms, and Ammunition.** The Contractor and its employees are prohibited from possessing weapons, firearms, or ammunition, on their person or within their contractor-owned or privately-owned vehicle while on STA property.
f. **Reporting Requirements.** The Contractor and its employees shall report to an appropriate authority any information or circumstances they are aware may pose a threat to the security of STA personnel, contractor personnel and resources. Information or circumstances must be reported immediately upon knowledge to the Health and Safety Coordinator.

3. **CONTRACTOR WORK EXPECTATIONS.**
   a. **Contractor Start-up Meeting.** Prior to beginning any work on the contract, the Contractor will meet with the Health and Safety Coordinator at a mutually agreed upon time and location. The purpose of the meeting will be to discuss the Contractor and STA’s expectations, review the scope of work and specifications, and exchange contact information. The following information will be provided at the meeting:
      i. **Contractor to provide:**
         1. Assign an On-Site Supervisor and alternate contact information;
         2. A copy of contractor’s quality control procedures;
         3. Names of employees and copies of state driver’s license or state ID’s
         4. A list of all cleaning and restroom supplies proposed to be used by the Contractor in performing services under the contract;
         5. Safety Data Sheet(s) for all chemicals proposed to be used by the Contractor in performing services under the contract;
         6. A Cleaning Frequency Schedule (CFS) showing the anticipated days and times of commencing quarterly, semi-annual, and/or annual services and the functions to be performed identifying facilities by building number and approximate time cleaning will occur. A copy of the cleaning schedule should be provided to the contract manager.
      ii. **STA to provide:**
         1. Briefing on safety protocols and expectations for each service location under this RFP.

   b. **Manager, Employees, and Supervision.**
      i. **Contract On-Site Supervisor.** The Contractor shall provide a on-site supervisor who shall be responsible for the performance of the work. The name of this person and an alternate(s), who will be available on a daily basis for communication of custodial functions and quality control with the Health and Safety Coordinator, shall be designated in writing, at the contract start-up meeting.
The on-site supervisor, or alternate, shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract. The on-site supervisor must also be available to meet with the Health and Safety Coordinator within one hour of notification of any valid customer complaint or contract service deficiency. Additionally, the contract manager is responsible for enforcing the following guidelines:

1. Contract On-Site Supervisor will inspect all work after it is completed for quality control and ensure work is being completed to the standards and expectations described in this RFP.
2. The Sitka Tribe of Alaska properties are a drug, alcohol and tobacco free environment. Smoking is not allowed on the property.
3. Contractor employees appearing to be under the influence of alcohol or drugs shall not be permitted on the premises.
4. Contractor employees shall not use or tamper with office telephones, copiers or fax machines, computers, equipment, or personal property at any time.
5. Contractor employees shall not open desks, cabinets, file cabinets, overhead bins, lockers, or other furniture at any time.
6. No business solicitations from Contractor or contractor employees, to solicit additional private business from building occupants, shall be allowed during performance of services under contract. This also prohibits notes or advertisements posted to bulletin boards.
7. Contractor employee(s) will be immediately removed from service site if entering a restroom designated for the opposite gender without announcing themselves before entering the room/area.
8. Failure to enforce the above guidelines will be grounds for contract cancellation.
9. The On-Site Supervisor will be on the job site at all times during performance of work.

ii. Personnel. Contractor personnel shall present a neat appearance. Contractor personnel shall be easily recognizable while on the installation in conjunction with this contract.

iii. Contractor and Employee Qualifications. The Contractor must be proficient in achieving service requirements outlined in this contract. Contractor and the contractors employees shall be free from contagious diseases and viruses. Contractor must present themselves in a clean, groomed, professional respectful manner. Contractor must be easily identifiable. Contractor should have matching uniforms that are clean and in good condition. Open toed shoes, shorts, sleeveless Tee shirts, tank tops, half shirts, offensive clothing, holey/worn pants or shirts are not acceptable. STA may require removal of any contractor employee from the service site whom it is deems incompetent, insubordinate, disrespectful, or otherwise objectionable. STA may also require removal of any contractor employee from the work area whose continued employment on base is deemed contrary to the Tribes best interests. STA may require the Contractor and all employees submit to fingerprinting. If required it is the responsibility of the Contractor to ensure this requirement is met without delay.

iv. Presence of Minors. Non-contracted employees shall not be permitted on the work site and are prohibited from performing any work under this contract.
v. **Background Checks.** STA may require identification, fingerprints, or conduct investigations of the successful bidder's employees performing work on any contract resulting from this solicitation. At a minimum,

vi. **Work Hours.**
   1. Tribal Headquarters Building. The Contractor shall perform daily services after 4:00pm Monday through Friday and all work must be completed by 10:00pm. The NOAA Law Enforcement and Rural Development Offices will be cleaned during normal business hours.
   2. Resources Protection Building. The Contractor shall perform daily services during normal business hours.
   3. Administration Building. The Contractor shall perform bi-annual services during normal business hours.

c. **Daily Checklist and Reporting.** Contractor employees will be required to complete a daily work checklist, attached to this RFP (Attachment 5). The contractor on-site supervisor shall ensure the daily checklist is accurately completed and submitted to the Health and Safety Coordinator upon completion of daily services. The cost of printing of the checklists is the responsibility of the Contractor. Contractor may not use STA property or supplies to fulfill this obligation. If a Contractor is found using STA property to fulfill any part of this contract, it will be grounds for contract termination and removal from property.

d. **Conduct of Work.** All services shall be performed during the frequency schedules prescribed in this RFP. The Contractor shall perform facility cleaning, restroom cleaning services, and periodic cleaning services in a manner to create minimum disturbance, inconvenience, and without interfering with the proper performance of STA business or work being done by other contractors.

e. **Cleaning Frequency Schedule.** The Contractor shall submit a completed schedule for services, attached to this RFP (Attachment 4) to the Health and Safety Coordinator for approval at the Contract Start-up Meeting. The schedule will be updated annually, at least thirty (30) calendar days prior to previous schedule expiration, and follow the contract period of performance dates. Schedules shall identify facilities by building name and approximate time cleaning will occur for all services and will be known as the Cleaning Frequency Schedule (CFS). The Contractor will be allowed thirty (30) days, from contract start date, to adjust work schedules based on inspections, use, minimum frequencies listed in scope of work section, and with Health and Safety Coordinator, as appropriate. If the schedule needs adjusting after the thirty (30) day period, the adjusted work schedule shall be submitted to the Health and Safety Coordinator for approval within ten (10) days after the first contract month period.
   The Contractor must provide the proposed CFS to the Health and Safety Coordinator. Upon approval, the Contractor must not deviate from the approved CFS without prior approval. Any permanent changes to the CFS must be submitted for approval at least ten (10) days before implementation and receive Health and Safety Coordinator approval before changes are allowed. The CFS shall be submitted electronically using a file format compatible with STA software programs such as Microsoft Word, Microsoft Excel, or Adobe PDF. In some cases, unexpected training or events (i.e., staff retreats, open houses, etc.) will take place in facilities. The Health and Safety Coordinator will advise the Contractor when a building
may require extra supplies or services. Extra services will be billed at the hourly rate with pre-
approval by STA General Manager.

f. **One-Time Schedule Changes.** One-time, non-permanent schedule changes due to customer
requests shall be discussed between the Contractor and Health and Safety Coordinator prior to
the schedule change.

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

h. **Building Security.** The Contractor will ensure that outside doors are kept locked at all times
except when the building is normally open to the public. Interior building doors must remain
locked except while work in the immediate area is being performed. All doors are to be locked
when the Contractor and his employees leave the building and shall not be propped open at any
time for any reason. Failure to do so may be considered a Breach of Contract.

i. **Physical Security.** The Contractor shall be responsible for safeguarding all STA property.

j. **Key Control.** The Contractor shall establish and implement methods of making sure all
keys/combinations issued to the Contractor by the government are not lost or misplaced and
are not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the
government. The Contractor shall immediately report to the Health and Safety Coordinator or
contracting officer any occurrences of lost or duplicated keys. In the event keys, other than
master keys, are lost or duplicated, the Contractor may be required, upon written direction of
the Health and Safety Coordinator, to re-key or replace the affected lock or locks without cost to
the STA. Alternatively, STA may, at its option, replace the affected lock or locks or perform re-
keying, and deduct the cost of such activity from the monthly payment due to the Contractor.

k. **Loss of Keys:** Lost keys may be grounds for immediate termination of contract. At a minimum a
replacement and re-keying charges will be paid by the Contractor. This cost may be paid from
any money that may be due to the Contractor upon termination. If keys are lost, stolen, or
duplicated, the Contractor must make the Health and Safety Coordinator aware of the security
issue immediately.

l. **Inspection of Work.** The Contractor or contractor’s designee shall be prepared, upon twenty-
four (24) hours written notification, be present to conduct an inspection with the Health and
Safety Coordinator. The purpose of this meeting will be to review the contractor’s performance
and monitor the frequency of services being performed. Inspections will take place between the
hours of 8:00a.m. and 4:00 p.m. as specified in writing to the contractor by the Health and
Safety Coordinator. This does not reduce the contractor’s on-site supervisor’s responsibility to
inspect daily work of personnel.

m. **Deficient Work.** The Health and Safety Coordinator will work with the Contractor to resolve
matters of deficiency by contacting the contractor and/or his/her designee and issue a Deficient
Work Notification. The Contractor will respond to the Health and Safety Coordinator’s written
notification within two (2) hours with proposed correction and correct any deficiency within two
(2) hours after response, or at the sole discretion of the Health and Safety Coordinator, an
acceptable, alternate time. If the Contractor fails to appear for an inspection or a deficiency is
not responded to and corrected within the stated period of time, the Health and Safety
Coordinator may hire another janitorial service to correct the deficiency and deduct the cost
from the next payment due to the Contractor under the contract.
n. **Procurement Cure Letter.** If the Contractor fails to correct the deficiency within the required time, this will be considered a valid deficiency claim and the Health and Safety Coordinator will submit the deficient work notification to the General Manager. The General Manager will issue a Cure Letter to the Contractor. This letter must identify the problem(s), citing relevant contract language and any corrective action required. This letter must also list the consequences for failing to correct the problem(s).

If a Contractor is issued more than two (2) Cure Letters in a thirty (30) day period for the same deficiency or two (2) Cure Letters in a sixty (60) day period for any deficiencies, it will be grounds for the STA to find the Contractor in default and cancel the contract.

o. **Damage.** Any damage to building structures, contents, or personal property caused by the Contractor, contractor’s employees or cleaning methods shall be corrected or replaced by the Contractor at no cost to the STA. STA may deduct the cost to repair any damage caused by the Contractor from any payments that may be due. The Contractor shall report all facility maintenance problems to the Health and Safety Coordinator (i.e., roof leaks, defective electrical outlets, etc.) as soon as possible after discovery. The Contractor shall also immediately report any existing conditions which will prohibit the contractor and/or contractor’s employees from meeting a cleaning standard.

4. **SERVICE AREAS DEFINED.**

a. **Common Areas.** Common areas are identified on facility floor plans without a color. A common area is defined as public use areas such as, conference rooms, break rooms, classrooms, hallways, entryways, stairwells, elevators, lobbies and corridors in each facility. These areas are high use and shall be serviced per the frequency schedule for required tasks found under Section 2.05 Scope of Work and Specifications.

b. **Office Areas.** Office areas are identified on facility floor plans in green. Offices in these areas will be cleaned at the frequency as outlined on the frequency schedule found under Section 2.05 Scope of Work and Specifications. Contractor will remove trash as part of the required task. Contractor personnel may require escorts in areas of the NOAA Office.

c. **Restroom Areas.** Restroom areas are identified on facility floor plans in orange. These areas are high use and shall be serviced per the frequency schedule for required tasks found under Section 2.05 Scope of Work and Specifications.

d. **Once a month Areas.** Areas identified on floor plans in blue are areas where services described will only be required once a month. These areas will be cleaned at the frequency as outlined on the frequency schedule found under Section 2.05 Scope of Work and Specifications.

e. **Work Areas Excluded.** Areas identified on floor plans in yellow, No work is required in elevator pits, mechanical rooms, electrical/switching rooms, and those rooms specifically excluded by the STA due to special requirements (e.g.: computer rooms, telephone equipment rooms). All areas identified as not in contract on the floor plans are excluded from the contract.

5. **SCOPE OF WORK FOR REQUIRED TASKS.**

The contractor will be responsible for custodial/janitorial service in all areas as identified on the attached maps/floor plans, which include: all common areas, corridors/hallways, required Tasks and Service Frequency.
<table>
<thead>
<tr>
<th>Task Description</th>
<th>Common Areas</th>
<th>Office Areas</th>
<th>Restroom</th>
<th>Once a month area</th>
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<tr>
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### Service Frequency Definitions

**i. Daily.** Daily services will be performed each service day (Monday – Friday) in all buildings as identified in the attached service area maps. For example, trash will be removed from the common areas in all buildings, every day, Monday – Friday.

**ii. Weekly.** Once a week service will be performed one day a week (pick a day Monday – Friday) in all buildings as identified in the attached service area maps. Once a week means one day, as established by the contractor on the cleaning frequency schedule, in all identified areas. For example, dusting will take place in all buildings, one day, i.e. Wednesday’s, every week.

**iii. Monthly.** Once a month service will be performed one day a month (pick a day Monday – Friday) in all buildings as identified in the attached service area maps. Once a month means one day, as established by the contractor on the cleaning frequency schedule, in all identified areas. For example, kitchen equipment deep clean will take place in all buildings, one day, i.e. Wednesday’s, every month.

**iv. Quarterly.** Once a quarter service will be performed one day a quarter in all buildings as identified in the attached service area maps. Once a quarter means one day, each month, as established by the contractor on the cleaning frequency schedule, in all identified areas. For example, carpet cleaning will take place in all buildings, one day, i.e. the third Wednesday of every month.

**v. Semi-Annual.** Semi-annual services will be performed twice a year in all buildings as identified in the attached service area maps. Semi-annual means two dates, as established by the contractor on the cleaning frequency schedule, within a year to perform tasks in all identified areas. These dates would be ideally between 6 and 8 months apart and may span several days. For example, carpet cleaning will take place in all buildings in areas identified, i.e. October, April of the current year.

**vi. Annual.** Annual services will be performed twice a year in all buildings as identified in the attached service area maps. Annual means two dates, as established by the contractor on the cleaning frequency schedule, within a year to perform tasks in all identified areas. For example, carpet cleaning will take place in all buildings, i.e. April of the current year.

### Required Tasks and Expectations of Services
i. **Trash and Refuse Removal.** All common area interior and exterior trash receptacles shall be emptied daily and returned to their initial locations. Boxes and papers placed near a trash receptacle and marked “TRASH” shall be removed. All can liners obviously soiled or torn shall be replaced. The Contractor is responsible for removing trash and debris from buildings. Trash shall be disposed of in secured plastic bags in the nearest outside dumpster. The Contractor shall pick up any trash that may have fallen onto the facilities grounds during removal from the building. STA will be responsible for emptying the dumpsters. Trash shall not be left in custodial closets or other areas overnight. The Contractor is responsible for removing stains and spots on surfaces where trash is placed before transportation to refuse dumpsters. These surfaces include carpet, tile, and concrete surfaces.

ii. **Vacuuming.** Vacuuming will be performed daily with an electric stand up or handheld vacuum. All common area carpeted areas are to be thoroughly cleaned. This includes under desks and tables, behind doors and in corners. Upon completion, all carpeted areas shall be neat, clean, free of debris, and have a professional appearance. All tears, burns, and unraveling will be brought to the attention of the Health and Safety Coordinator.

iii. **Dusting.** Dusting will be performed weekly on all horizontal surfaces that are readily available and visibly require dusting. Quarterly vacuuming or dusting of all surfaces in the building from the floor to the ceiling, including light fixtures.

iv. **Kitchen Equipment.** Daily clean kitchen equipment surfaces (i.e., refrigerator, microwave, range, ice machine, coffee pots, etc.) After cleaning, items will be free of deposits, dirt, streaks, and odors. Quarterly deep clean break room kitchen equipment (i.e., refrigerator, microwave, range, etc.). After cleaning, items will be free of deposits, dirt, streaks, and odors.

v. **High Touch Areas.** Daily clean and disinfect all high touch surfaces (i.e., countertops, handrails, conference room tables, elevator, door handles, walls, visitor seating, water fountains, etc.). After cleaning, items will be free of deposits, dirt, streaks, and odors.

vi. **Sweeping and Wet Mopping.** All non-carpeted common area floors shall be swept and mopped daily. The entire floor surface, including corners, shall be free of litter, dust, foreign objects or debris. Trash receptacles, other items (except for personal belongings), etc. shall be swept and mopped underneath. After cleaning, the floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue, scuff marks, heel marks, or any evidence of soil. All floor maintenance solutions shall be removed from baseboards, furniture, etc. All moved items shall be returned to their original proper position.

vii. **Glass.** Clean all lobby and arctic entry windows inside and out daily. Clean all interior windows and exterior first floor windows quarterly. No streaks or unwashed places will be visible.

viii. **Floor Mats.** Vacuum and clean interior and exterior floor mats daily. After vacuuming or cleaning, mats shall be free of all visible lint, litter, soil, and other foreign matter. Soil and moisture underneath mats shall be removed and mats returned to their normal location on a daily basis.

ix. **Carpet Cleaning Common Areas.** Deep clean steaming or shampooing of all carpets will be performed quarterly. The Contractor will need to move furniture prior to cleaning. All spots shall be treated and removed. In the event stains wick through the carpet, return visits
would be required until the spots are removed. This will include the common areas within
the NOAA and Rural Development Offices.

x. **Strip and Wax.** Strip, scrub, seal, and wax all non-carpeted floors annually per
manufacturer’s instructions to maintain a uniform glossy appearance. A non-skid wax is
required. A uniform glossy appearance is free of scuff marks, heel marks, wax build-up and
other stains and discoloration.

c. **Restroom Additional Tasks and Expectations.** In addition to the tasks listed on the frequency
schedule above and described in section 3, restrooms will be cleaned performing the following
tasks:

i. Daily clean and disinfect all surfaces of toilets, urinals, sinks, dispensers, receptacles,
mirrors, shower areas, countertops, and stall walls/partitions using a
germicidal/disinfectant. After cleaning, items will be free of deposits, dirt, streaks, and
odors. Urinals and toilets to be free from mineral/scale deposits.

ii. Descaling shall be performed once a month, at a minimum, and as often as needed to keep
areas free of scale, soap films, and other deposits. After descaling, surfaces shall be free
from streaks, stains, scale, scum, urine deposits, and rust stains.

iii. Daily clean the entire floor surface, including grout. Contractor shall damp/wet mop with a
disinfectant that will not be harmful to the floors finish. Grout on wall and floor tiles shall be
free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without
streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water.
Moveable items (except for personal items) shall be tilted or moved to sweep and damp
mop underneath. Floors shall be stripped, scrubbed, waxed, etc. as necessary to maintain
sanitary conditions and a clean, uniform appearance.

iv. Trash cans and sanitary napkin disposal units will be emptied and liners replaced daily.

v. All restroom dispensers including paper towels, toilet paper, toilet seat protectors, soap
dispensers, etc. will be checked daily and restocked as needed to ensure they at no time run
empty. Supplies shall be stored in custodial closets or other designated areas.

d. **Additional Cleaning Specifications.**

i. Never use chemical cleaning solutions at dilutions stronger than necessary. Measure and
use all cleaning chemicals to manufacturer recommendations.

ii. Apply washing solutions only long enough to loosen dirt.

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

iv. Do not spill solutions on surfaces not to be cleaned.

v. Use steel wool, scouring powders, and abrasives only when absolutely necessary.

vi. Untreated feather dusters are not allowed.

vii. All supplies used in existing dispensers must meet manufacturers specifications, i.e., correct
soap in soap dispensers.

e. **Supplies and Equipment.** The Contractor will supply all equipment, labor, supplies, and paper
products required to complete the work as specified in this RFP. The equipment must be
maintained in good operating condition and in sufficient quantities to adequately perform all
services. The Contractor will keep a minimum of two-month supply of supplies stocked in the
building. The Contractor can use the commercial vacuums, industrial carpet extractor and
janitorial carts STA owns. All STA owned equipment must be maintained and serviced by the
Contractor following the manufacturers procedures. All repairs cost is to be paid by the
Contractor. If the equipment breaks it needs to be reported to the Health and Safety Coordinator. For bidding purposes, the Contractor should plan on providing the following: dispenser towels, toilet paper, trash can liners, soaps, detergents, cleaning chemicals, floor maintenance products, towels, cloths, sponges, brushes, germicidal and fungicidal chemicals, vacuum cleaners, buffer, ladder, and squeegees. This is not all inclusive of supplies and equipment required and by no means should be considered as a “minimum item required” list. All supplies used in existing dispensers must meet manufacturers specifications, i.e., correct soap in soap dispensers. All ladders or other devices used to reach the surface of objects not otherwise accessible for the required cleaning operations shall be provided by the Contractor, at no additional expense to the STA, all such equipment shall be of sound construction, be firm and stable, and shall be maintained in good condition.

i. **Supply and Equipment Storage**: Janitorial closets are available for use by the Contractor, without cost, for the purpose of storing materials and equipment, excluding flammable materials. The Contractor shall be required to maintain odorless and clean closets. Closets shall be free of clutter and debris. Cleaning supplies and tools shall be stored and organized in such a manner as to allow easy access and movement in closet. Closets provided for janitorial service use will be locked if locks are available. STA will not be responsible for Contractor’s stored supplies or equipment kept in the building or janitor’s closets or for the Contractor’s employees’ personal belongings. Any supplies or equipment stored in janitorial closets by building users may not be used by the contractor.

ii. **Equipment**. Contractor equipment must be suitable for the requirements of this contract and must meet all pertinent Federal and State Safety Regulations. Each and every electrical piece of equipment should have a UL rating plate. Each piece of equipment is subject to State and Federal inspections at any time during the life of this contract.

iii. **Equipment Minimum Requirements**. The contractor is required to produce, at minimum, the following equipment:

1. Industrial grade back-pack vacuums with air filtration bag, wet vacuum extractor, and upright vacuum cleaners with beater brush head and filtration bag.
2. Floor scrubbers, squeegees, dust mops, wet mop handles, wet mop heads, mop buckets with ringers.
3. Floor Buffer: floors must keep a polished look at all times.
4. Carpet shampooer, water extractors, air movers, dehumidifiers, wet floor signs and closed for service barricades.
5. Well maintained, in good working order, vehicles with company identification.
6. Commercial cleaning products. (Glass cleaners, disinfectant, and general purpose). The Contractor will not use any other STA owned equipment other than what has been previously stated.

iv. **Restroom Supply Specifications**. The contractor is responsible for purchasing and providing supplies for restroom equipment such as:

1. Plastic Trash Can Liners/Bags: Suitable for the type of trash receptacle and sanitary napkin liners currently installed in the restroom room
2. Toilet Tissue: Two-ply, compatible with existing toilet paper dispensers currently installed in the restroom/locker room
3. Paper Towels: Bi-Fold, Tri-Fold or Dispenser type, as indicated by existing dispensers currently installed in the restroom
4. Hand Soap: Soap will be manufacturer recommended type and brand or compatible with currently installed dispensers

v. Water and Power. The Contractor will be permitted use of facility water and power for the performance of this contract. The Contractor shall be directly responsible for instructing employees in utilities conservation practices and will be responsible for operating under conditions that preclude waste of utilities, which shall include but be limited to, the following:
   1. Lights shall be used only during the time work is being performed in the area. Lights shall be turned off after room is cleaned.
   2. The workers shall not adjust mechanical equipment, controls for heating, ventilation, and/or air conditioning systems.
   3. Water faucets and valves shall be turned off after the required usage has been completed.
   4. Exterior doors and windows will not be propped open.

f. Special Specifications
   i. Daily checklist. The Contractor shall submit completed daily checklists (attachment 7) to the Health and Safety Coordinator via hardcopy or email. Checklists will be used to verify work submitted on invoices. Failure to submit daily checklists may result in delayed or reduced payment.
   ii. Billings and Invoices. The Contractor shall submit itemized invoices by facility location on a monthly basis. Any questions pertaining to payments must be addressed to the STA Controller.
   iii. Payments. Unless otherwise specified in this RFP or a contract resulting from this solicitation, payments for services will be made after they have been satisfactorily performed each month. If, however, a special provision is added that the Contractor must bill STA for in any given period, no payment will be made until such an invoice is received by the STA.
   iv. Payments for Base Closures or Power Loss. The Contractor will be paid for all buildings on days the base is closed due to force majeure, as well as on days when there is power failure in excess of one hour. The Contractor will wait up to one hour for power to be restored before securing the building and departing. Interruptions in production due to power failure will be billed in 15-minute increments at $100.00 per crew for the first hour.

SEC. 2.06 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES
The contractor is responsible for providing all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the STA. STA may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. STA 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 STA to terminate the contract. In this event, STA may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

SEC. 2.07 CONTINUING OBLIGATION OF CONTRACTOR
Notwithstanding the expiration date of a contract resulting from this RFP, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

SEC. 2.08 INFORMAL DEBRIEFING
When the contract is completed, an informal debriefing may be performed at the discretion of the STA. If performed, the scope of the debriefing will be limited to the products provided or work performed by the contractor.

SEC. 2.09 INDEMNIFICATION
The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

SEC. 2.10 INSURANCE
Without limiting the contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, STA shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the Controller prior to contract approval and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services.

Proof of insurance is required for the following:
1. Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, 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 STA.
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.

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.

**SECTION 3. CONTRACT INVOICING AND PAYMENTS**

**SEC. 3.01 BILLING INSTRUCTIONS**

All invoices produced by the contractor must be itemized by building and reflect the monthly charge for that building. Invoices must be numbered sequentially and reflect the contract number.

All payments will be NET 30-days upon approval of the invoice and the required documentation by the Health and Safety Coordinator. Invoices must be billed electronically to ap@sitkatribe-nsn.gov no later than the 15th of the following month services were completed. Failure to submit timely invoices by the 15th of the following month of services may be cause for the cancellation of the contract.

**SEC. 3.02 Payment**

Payment will be based on invoices submitted by the vendor for satisfactorily completed work. Invoices will be processed for payment upon verification of work performed and receipt of required vendor submittal.

Questions concerning payment must be addressed to the STA Accounts Payable ap@sitkatribe-nsn.gov.

**SECTION 4. EVALUATION AND CONTRACTOR SELECTION**

**SEC. 4.01 EVALUATION OF BIDS**

After bid opening, the Controller will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration.

1. Proposals will be evaluated according to the following criteria:
   a. Aesthetic appeal of vendors and any proposed subcontractor’s previous work and functionality of previous jobs. (up to 30 points)
   b. Capacity to deliver the scope of services on time and within budget, given qualifications and experience of project personnel, and other current work. (up to 30 points)
   c. References from previous clients, with consideration given to timeliness, quality of preliminary, intermediate, and finished products, cooperative/negotiation abilities, and project coordination for work of a similar nature. (up to 15 points)
   d. Ownership of vendor’s firm by an enrolled citizen of a federally recognized Indian tribe and participation of Native personnel on the project. (up to 10 points)
   e. Participation of Minority or Woman-Owned Business (Businesses owned by enrolled Tribal Citizens may receive points in this category in addition to previous criteria) (up to 5 points)
f. Best value for fee proposed. (up to 10 points)

SEC. 4.02 Contractor Selection
After the initial evaluation of the proposals, STA may hold interviews with the top ranked vendors. Vendors selected for an interview will be contacted by December 20, 2022. Each interview will be no more than 45 minutes, with the vendor’s presentation limited to not more than 20 minutes. Any area of specific concern will be identified before the interview. The Sitka Tribe Alaska reserves the right to select a vendor based solely on proposals submitted without conducting interviews. If interviews are required, they will be held by December 20, 2022.

SEC. 4.03 Bid Rejection
The Sitka Tribe of Alaska reserves the right to reject all proposals and waive any and all informalities and the right to disregard all nonconforming or conditional proposals or counter proposals. Sitka Tribe of Alaska reserves the right to reject any proposal if an investigation of such proposer fails to satisfy the Sitka Tribe of Alaska that such proposer is properly qualified to carry out the obligations and to complete the work contemplated by the contract documents. All proposals will be rejected if there is reason to believe that collusion exists among the proposers. The signature on the face of the proposal certifies that the proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person also submitting a proposal for the same services and is in all respects fair and without collusion or fraud. Proposer’s signatory agrees to abide by all conditions of this proposal and certifies that he/she is authorized to sign the proposal for the proposer.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 COMPLIANCE
In the performance of a contract that results from this RFP, the contractor must comply with all applicable federal, state, and city regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and city taxes.

SEC. 5.02 RIGHT OF REJECTION
Bidders must comply with all of the terms of the RFP and all applicable local, state, and federal laws, codes, and regulations. The Controller may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Bidders may not qualify the bid nor restrict the rights of the Tribe. If a bidder does so, the Controller may determine the bid to be a non-responsive counter-offer and the bid may be rejected. Minor informalities that:
- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
do not constitute a substantial reservation against a requirement or provision; may be waived by the Controller.

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

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

**SEC. 5.03 ASSIGNMENTS**

The contractor may not transfer or assign any portion of the contract without prior written approval from the Controller. Bids that are conditioned upon the STA’s approval of an assignment will be rejected as non-responsive.

**SEC. 5.04 DEFAULT**

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

**SEC. 5.05 SEVERABILITY**

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

**SEC. 5.06 CONTRACT CANCELLATION**

STA reserves the right to cancel the contract at its convenience upon 30 calendar days written notice to the contractor. STA is only liable for payment in accordance with the payment provisions of this contract for supplies or services provided before the effective date termination.

**SECTION 6. ATTACHMENTS**

**SEC. 6.01 ATTACHMENTS**

1. Bid Schedule
2. Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction form.
3. Cleaning Frequency Schedule example
4. Daily Checklist example
5. Floor plan/cleaning service area (see Section 2.05 Service Area Defined)
SEC. 6.02   Bidding Checklist

***Respondents are encouraged to use this checklist when assembling their quote package***

This list is for guidance only and may not be all-inclusive. It is the responsibility of the vendor to ensure all required documents and information is received by the STA Controller no later than the deadline set for receipt of bids for your bid to be considered responsive.

- **Vendor information**: Business name and DBA (if applicable), number of years in business, physical address, email address, phone number and website.
- **Current contracts**: List of vendor’s current contracts and those completed within the past two years relating to janitorial services, including client names, addresses, phone numbers and email addresses for a contact person.
- **Contract personnel**: Name of key personnel, including the designated manager.
- **Contract plan**: Narrative describing approach to janitorial plans, proposed workflow, checklists and cleaning frequency schedule.
- **References**: Contact information for at least three professional references, including name, business name, address, phone number and email address.
- **Demographic Information Form**
- **Fee proposal using the bid form provided**
- **Proof of Insurance as stated in Section 2.10**
- **Certification of eligibility to receive federal funds**: Statement attesting that the vendor and any subcontractors have not been disbarred, suspended, or otherwise determined to be ineligible to receive federal funds.
ATTACHMENT 1: BID SCHEDULE

The Bid Schedule is for a one-year period based on estimated service. By signing below, I agree to furnish all necessary labor, materials, and equipment. Work shall be accomplished on a workman like manner to the satisfaction of STA.

Floor plans depicting service areas will be attached in a separate file to the Online Public Notice for this RFP. The file is also available from the Controller upon registration for updates and amendments. Some buildings have multiple floors, consult each floor plan for the building name.

<table>
<thead>
<tr>
<th>Task Number</th>
<th>Building Name</th>
<th>Unit Price</th>
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<tbody>
<tr>
<td>1</td>
<td>Tribal Headquarters</td>
<td></td>
</tr>
<tr>
<td></td>
<td>204 Siginaka Way</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Healing House/Resource Protection</td>
<td></td>
</tr>
<tr>
<td></td>
<td>249 Katlian St</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Old Admin Building</td>
<td></td>
</tr>
<tr>
<td></td>
<td>456 Katlian</td>
<td></td>
</tr>
</tbody>
</table>

Bid Total:_________________
Attachment 2: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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

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

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

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

____________________________________________
Printed Name and Title of Authorized Representative

____________________________________________
Signature Date

Please provide either the DUNS Number _________________ or the Cage Code ________________
Instructions for Certification

By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.

1. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

2. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


4. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

5. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.
At the Contract Start-Up Meeting, the Contractor and Health and Safety Coordinator should work together to complete the Cleaning Frequency Schedule. The schedule should clearly depict the days and times the Contractor is expected to be in each building to perform the required services.

Please refer to the required tasks table section under the Scope of Work in this RFP for frequency expectations.

<table>
<thead>
<tr>
<th>Building Name</th>
<th>Daily</th>
<th>Weekly</th>
<th>Monthly</th>
<th>Quarterly</th>
<th>Semi-annual</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tribal Headquarters</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Healing House</td>
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<td></td>
</tr>
<tr>
<td>Old Admin Building</td>
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<td></td>
</tr>
</tbody>
</table>
Attachment 4: Daily Checklist Example

Building Name __________________    Date _________    Time In_______ Time Out _______

Checklist Completed By: ______________________________________________________________________

<table>
<thead>
<tr>
<th>Task Frequency</th>
<th>Activity</th>
<th>Completed By</th>
<th>Notes*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily</td>
<td>Trash removal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily</td>
<td>Clean restroom toilets and urinals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily</td>
<td>Clean restroom counters/sinks/baby changing tables</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily</td>
<td>Clean restroom partitions/walls</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily</td>
<td>Clean restroom mirrors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily</td>
<td>Mop bathroom floors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily</td>
<td>Clean drinking fountains</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily</td>
<td>Vacuuming</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily</td>
<td>Entryway and conference room glass</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily</td>
<td>Clean entryway and floor mats</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily</td>
<td>Clean all high touch areas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily</td>
<td>Clean Break Room/mop</td>
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<tr>
<td>Weekly</td>
<td>Dusting Horizontal Surfaces</td>
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<tr>
<td>Monthly</td>
<td>Deep clean Kitchen equipment</td>
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<tr>
<td>Quarterly</td>
<td>Dusting of floor to ceiling</td>
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</tr>
<tr>
<td>Quarterly</td>
<td>Clean inside glass and 1st floor exterior</td>
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<tr>
<td>Semi Annual</td>
<td>Office Carpet Cleaning</td>
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</tr>
<tr>
<td>Annual</td>
<td>Strip and Wax floors</td>
<td></td>
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</tbody>
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Attachment 5: Floor Plan/ Cleaning