

INVITATION TO BID (ITB) NUMBER 2519S065

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Transportation & Public Facilities
Statewide Contracting & Procurement
P.O. Box 112500
(3132 Channel Drive, Suite 350)
Juneau, Alaska 99801-2500

THIS IS NOT AN ORDER

DATE ITB ISSUED: December 18, 2018

ITB TITLE: Elevator Maintenance on AMHS Vessels

SEALED BIDS MUST BE SUBMITTED TO THE STATEWIDE CONTRACTING & PROCUREMENT OFFICE AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 2:00 PM ON JANUARY 11, 2019, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

DELIVERY LOCATION: Various locations see the Bid Schedule

DELIVERY DATE: See Bid Schedule


F.O.B. POINT: Final Destination

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive notification of subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

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

If a bidder fails to comply with (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default. Bids must be also submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

 Chris Hunt PROCUREMENT OFFICER	1) _____ COMPANY SUBMITTING BID	7) _____ ALASKA BUSINESS LICENSE NUMBER (Is name on license the same as Item 1?)
	2) _____ PRINTED NAME	
	3) _____ EMAIL ADDRESS	8) DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
TELEPHONE NUMBER: 907-465-8448	4) _____ AUTHORIZED SIGNATURE	
FAX NUMBER: 907-465-3124	5) _____ TELEPHONE NUMBER	9) DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
EMAIL: chris.hunt@alaska.gov	6) _____ FEDERAL TAX ID NUMBER	SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
		10) _____ DATE

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INSTRUCTIONS TO BIDDERS:

1. **INVITATION TO BID (ITB) REVIEW:** Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.
2. **BID FORMS:** Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.
3. **SUBMITTING BIDS:** Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Address

Department of Transportation & Public Facilities
Statewide Contracting & Procurement
P.O. Box 112500
Juneau, AK 99811-2500

Physical Address: 3132 Channel Dr., Suite 350, Juneau, AK 99801

ITB No.: 2519S065

Opening Date: January 11, 2019

4. **PRICES:** The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:
 - Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
 - "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
 - Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
 - Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
 - Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.
5. **VENDOR TAX ID NUMBER:** If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.
6. **FILING A PROTEST:** A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

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CONDITIONS:

1. **AUTHORITY:** This ITB is written in accordance with AS 36.30 and 2 AAC 12.
2. **COMPLIANCE:** In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
3. **SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
4. **SPECIFICATIONS:** Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.
5. **FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
6. **EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.
7. **BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.
8. **CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in “*INSTRUCTION TO BIDDERS*”, “*FILING A PROTEST*” above.
9. **CONTRACT FUNDING:** Bidders 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.
10. **CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
11. **ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State’s approval of an assignment will be rejected as nonresponsive.
12. **SUBCONTRACTOR(S):** Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.
13. **FORCE MAJEURE (Impossibility to perform):** The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
14. **LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.

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15. **CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/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. **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.
17. **DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.
18. **CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
19. **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.
20. **GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SPECIAL CONDITIONS:

1. **ORDER DOCUMENTS:** Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.
2. **BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
3. **CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

PREFERENCES:

1. ALASKA BIDDER PREFERENCE: Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

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

3. USE OF LOCAL FOREST PRODUCTS: In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

4. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE: When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

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

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

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

8. PREFERENCE QUALIFICATION LETTER: Regarding preferences 6 and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 6 or 7 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened, and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the State to disallow the preference

ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing for information on these licenses.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>

Phone: (907) 465-2550

Email: license@alaska.gov

Acceptable evidence that the bidder 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 bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- (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 statement that the bidder has applied and paid for the Alaska business license.

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

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

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

ALASKA BIDDER PREFERENCE: An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

- (1) holds a current Alaska business license at the time designated for bid opening;
- (2) submits a proposal for goods or services under the name appearing on the bidder's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;

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- (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 STATEMENT

In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

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

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement 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.

BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Department of Transportation & Public Facilities at one of the following numbers no later than 10 days prior to bid opening to make any necessary arrangements.

Telephone: (907) 465-8448
Fax: (907) 465-3124

Callers with telephone accessibility needs are encouraged to call the Alaska Relay Service. The Alaska Relay Service provides telephone accessibility to people who are deaf, hard-of-hearing or speech disabled. Callers should be prepared to provide the specific phone number at the Department of Transportation & Public Facilities that they wish to call:

Alaska Relay Service Phone Numbers and websites:

Voice or TTY:	dial 711 (if voice, wait on line for representative to answer)
TTY:	1-800-770-8973 (text only)
Voice:	1-800-770-8255
VCO Direct:	1-800-770-6108 (Voice Carry Over)
ASCI:	1-800-770-3919
STS:	1-866-355-6198 (Speech to Speech)
Spanish:	1-866-355-6199
IP Relay:	www.sprintrelayonline.com (Internet Relay)
Website:	www.AlaskaRelay.com

COMPLIANCE WITH ADA: By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

PREFERENCE QUALIFICATION: In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

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

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

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

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

HUMAN TRAFFICKING: By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website:
<http://www.state.gov/g/tip/>

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

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in a contract that will provide elevator maintenance for Alaska Marine Highway System (AMHS) ferry vessels that are equipped with various makes and models of elevators.

The following link is the AMHS map that details vessel routes, ports and schedules:
<http://www.dot.state.ak.us/amhs/map.shtml>

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

PAYMENT FOR STATE PURCHASES: Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

FEDERAL EXCISE TAX:

The State of Alaska is exempt from Federal Excise Tax except for the following:

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

The State of Alaska is also exempt from State Motor Fuel Taxes. The appropriate exemption forms will accompany a contract(s) resulting from this ITB. The state is not exempt from the Federal Superfund Tax.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of the Marine Engineering Manager, Alaska Marine Highway System, 7037 North Tongass Highway, Ketchikan, AK 99901.

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

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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.

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

Proof of insurance is required for the following:

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.

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

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

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

BRAND AND MODEL OFFERED: Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered may cause the State to consider the offer non-responsive and reject the bid.

ANNOTATED LITERATURE: Bidders must annotate their product literature to identify for the state the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

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

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

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 of the material terms of the ITB. Material terms are those that could affect the

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price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

ALASKA PRODUCT PREFERENCE: Bidders who offer products which have received certification by the Department of Commerce and Economic Development and that are listed in the current published edition of the "Alaska Products Preference List" will receive this preference. In order to qualify for the Alaska Product Preference, a bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or regulations that allow for product exchanges/substitutions, or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a three percent preference.
- Class II products receive a five percent preference.
- Class III products receive a seven percent preference.

Bidders must check the correct preference box beneath each line item. When the bids are evaluated, the preference percentage will be deducted from the bid price. If a bidder fails to check one of the product preference boxes, no preference will be given.

CONTRACT PERIOD: The length of the contract will be from the date of award, approximately February 1, 2019 through January 31, 2020, with four (4) optional one (1) year renewal terms under the same terms and conditions as the original contract. Renewals are to be exercised at the sole discretion of the State.

PRICE ADJUSTMENTS: Contract prices for equipment and/or service will remain firm through January 31, 2020.

Contractors may request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the State receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (January through June 2019); and the most recently reported 6 month average on the date of the contractors request. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

PRICE DECREASES: During the period of the contract all price decreases experienced by the contractor must be passed on to the state. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

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

ACCESSORIES: When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the state that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the state will cause the state to consider the bid non-responsive and reject the bid.

ALTERATIONS: The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the contracting officer.

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

ITEM UPGRADES: The state reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

F.O.B. POINT: Final destination, freight prepaid by the contractor and charged-back to the State as a separate item on the State's invoice.

INVOICE AND PAYMENT: Invoices must be sent directly to the address shown on the individual Purchase Order. The State will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to the ordering agency.

Prior to leaving each service call the Service Tech shall have the vessel Chief Engineer sign a service call form (contractor provided). This confirmation of service call shall accompany the subsequent invoice. Invoices will not be paid without a service call confirmation signature.

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

PACKAGING: The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment and short-term warehouse storage.

QUANTITIES: The quantities referenced in this ITB are sample representative lots and are only for the purpose of evaluation. The state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.

PARTS: Only parts designed for the purpose they are being used, and warranted as new, may be used in the repair of State equipment.

COMPLETION OF SERVICE: The service will not be complete and the equipment will not be considered serviced, repaired, or acceptable until it performs in compliance with the manufacturer's published performance specifications.

SERVICE TECHNICIAN QUALIFICATIONS: Bidders must provide evidence that the person performing the service work has a minimum of three (3) years' experience.

Acceptable evidence of the service technician's competence may take the form of a letter or certificate, signed by an authorized officer of the manufacturer, that the service technician has been trained and authorized by the manufacturer.

The bidder's failure to provide the evidence mentioned above, within the time required by the state, may cause the state to consider the bid non-responsive and reject the bid.

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

If a deficiency is not corrected within the timeframes outlined in the scope of work sections 3.6 and 3.7, the state may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the state for the amount required to correct the problem.

If a contractor gets more than two substantiated SDCs in a 30-day period or a total of five substantiated SDCs in a 60-day period, it will be grounds for the state to declare the contractor in default.

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, maintenance

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and inspections. Service, maintenance and inspections that are improperly done will be done over, by the contractor, at the contractor's risk and expense. Contractor shall provide all parts, tools and equipment for services under the resulting contract.

TRAVEL REIMBURSEMENT: Bids shall not include travel expenses. The State will reimburse the Contractor for travel per the following criteria:

Travel Expenses, shall be reimbursed in accordance with the Alaska Administrative Manual 60 (AAM 60). The State will reimburse the Contractor's actual receipted travel expenses per the following criteria:

- Airfare is limited to coach fare
- Lodging
- Reimbursement for meals will not exceed \$60.00 per day
- Rental vehicles are limited to mid-size or less make and model as opposed to premium options
- All travel costs must be shown as separate line items on the invoice
- Actual receipts must be provided with invoice for all travel expenses

Any travel must comply to the greatest possible extent with the following State of Alaska Travel policies (AAM 60 Travel.pdf) located at: <http://doa.alaska.gov/dof/manuals/aam>

All Travel reimbursement must be preapproved in writing by AMHS.

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 the standard terms and conditions.

ALTERATIONS: The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the contracting officer.

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

The contractor will not commence additional work until the project manager has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Transportation & Public Facilities or the Commissioner's designee.

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

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

SUBCONTRACTORS: The names and addresses of any subcontractors and the work they will perform on this contract must be provided with this bid, if applicable. See Terms and Conditions #12 on page 3 of this ITB.

SUPPLEMENTAL TERMS AND CONDITIONS: Bidders may submit additional terms and conditions for the State's consideration. However, the State may or may not accept any of the terms and conditions proposed by the bidder. Bidder's proposed terms and conditions are subject to the State of Alaska, Department of Law review and acceptance or rejection. If the State fails to identify or detect supplemental terms and conditions that conflicts with contained in this ITB or that diminish the State's rights under any contract resulting from this ITB, the term(s) or condition(s) with considered null and void. After award of contract:

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- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the ITB the term or condition of the ITB 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.

RECORDS: The Contractor must maintain current certificates and licenses to perform the work defined in this ITB.

The Contractor shall retain a history of Preventative Maintenance performed on generators. Preventative Maintenance Records shall be maintained by the Contractor for the life existence of the generator units in storage at their facility. Reports are to be provided, upon request, to the AMHS Project Director.

VESSEL LAYUP/ / VESSEL SERVICE LAYUP / REMOVAL OF VESSELS FROM SERVICE AND ADDITIONS: AMHS may under their Operating Plan, puts vessels covered under this contract in a Layup status. The AMHS Project Manager will notify the Contractor when vessels in Layup will not require service under this contract, which Service Tasks those will be and the duration of each Vessel Service Layup. The AMHS Project Manager will notify the Contractor when to commence Service Tasks again following each Vessel Service Layup.

‘Upon notification by the Project Director, the Procurement Officer will issue a contract amendment should any AMHS vessel be required to be taken out of Revenue Service and no longer require the services of the contract.’ The State reserves the option to add additional vessel to the contract. In either case a contract amendment shall be issued if required.

SCOPE OF WORK

The contractor will provide 4 types of service under the resulting contract for the AMHS vessels; Annual Survey and Report Service, Comprehensive Preventative Maintenance Service, Call-back and Emergency Service and Major Repair Service. Each of the vessels spends time online, off line for overhaul and in lay-up. The contractor shall provide all labor, supervision, tools, equipment, parts and materials (except as specified) to perform all duties as described in this ITB and required in the resulting contract. If a vessel is temporarily scheduled to a route outside the normal service area the contractor for that vessel shall maintain service to that vessel.

1.0 Annual Survey and Report Service

- 1.1 The contractor shall provide Annual Survey and Report Service for all elevators specified in this ITB. This service will occur annually and does not require maintenance or repair work. This service will occur when the vessel is in overhaul status. The contractor shall bill AMHS a flat rate for this service. AMHS reserves the right to cancel the annual Survey and Report Service. It is the contractor's responsibility to schedule the annual Survey and Report Service. The AMHS shall only pay for service provided. The contractor is expected to conduct a Survey and Report Service on all contracted vessels within the first 2 months of being awarded the contract.
- 1.2 The contractor shall perform an annual survey of all elevator equipment covered by this contract and provide the AMHS Port Engineer with a written report, including any noted functional or code compliance deficiencies. A qualified person at a supervisory level, independent of the elevator technician(s) performing other specified work, shall conduct the survey.
- 1.3 The contractor shall notify the AMHS Port Engineer at least three (3) days before performing inspections.
- 1.4 The contractor shall inspect an elevator prior to the overhaul period and submit a plan for the repairs to the Port Engineer in time for all repairs to be completed during time out of service.
- 1.5 The contractor is expected to inspect each elevator within 2 months of being awarded the contract and submit a written recommendation for repairs, replacement parts and an estimated cost. The contractor shall submit a schedule for service to the Port Engineer for approval and concurrence of the status of a vessel.

2.0 Preventative Maintenance Services

- 2.1 The contractor shall perform periodic inspections and tests of elevator, equipment at intervals required by the ASME/ANSI A 17.1 Code, Part X, or other governing authority, if more stringent. Provide Preventative Maintenance Service to all elevators specified in this ITB. This service will occur on a monthly basis when the vessel is online or in lay-up status. The contractor shall bill AMHS a monthly flat rate for Preventative Maintenance Service. The AMHS reserves the right to reduce Preventative Maintenance from monthly to bi-monthly provided it results in a cost savings to the AMHS. It is the contractor's responsibility to schedule Preventative Maintenance Service. The AMHS shall only pay for service provided. Failure to provide service is considered a default. Monthly service will be required for the electric elevators; bi monthly will be considered for vessels with hydraulic elevators.
- 2.2 AMHS vessel schedules are subject to change. The contractor shall utilize the monthly AMHS vessel schedule to determine when and at which port each vessel will receive preventative maintenance services. The contractor will create a monthly calendar that will state the date, time, port and vessel that each vessel will receive preventative maintenance services. The calendar will then be forwarded to each Port Engineer to review and make corrections after which the calendar will be forwarded to each Vessel Engineer. Failure to maintain the schedule without concurrence of the AMHS shall be considered a service deficiency.
- 2.3 Unless superseded by more stringent requirements of these specifications, conform to requirements of the ASME/ANSI A17.1 Code, Section 1206 MAINTENANCE and elevator technical manual.
- 2.4 Perform a complete operational check of each elevator parameters, including but not limited to:
 - Test all mechanical safety edges, detectors, impact switches and door open and close buttons.
 - Check general operation of control panel. Check for any bad contacts and excessive arching on relays and contactors.

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- Check all oil levels.
- Check operating components requiring periodic lubrication. Lubricate as necessary, following manufacturer's recommendations and specifications.
- Maintain machine rooms, hoistway pits, elevator car tops including equipment in these areas, in clean condition.
- Remove excessive lubricant and wipe up oil leaks.
- Check general operation of selector.
- Check operation of all car and hall pushes.
- Check condition of all deck, direction indicators and emergency lights. Lamp up as required.
- Ride on car upwards and downwards noting any irregularities.
- While riding car inspect, truck, guide shoes, ways and cables.
- Check all doors and associated equipment.
- Clean and lube the elevator as required.
- Replace worn and defective "consumable" parts, and adjust equipment for proper operation, following manufacturer's recommendations and code requirements.
- Maintain proper operation of elevator car and hoistway doors. Adjust or repair equipment as required. Check starting, operating, leveling, stopping, and locking to maintain operation within manufacturer's tolerances.

- 2.5 At completion of an inspection, provide a written service report to the Chief Engineer before leaving the vessel. The report shall briefly indicate the maintenance and inspection actions performed. Any deficiencies or recommendations shall be noted. To meet ISM requirements, the service report shall also include the following details; vessel, date, time, location, name of equipment inspected, Elevator Service Technician's name, and Chief Engineer's name.
- 2.6 Provide copies of inspection and test reports to the AMHS Port Engineer within five (5) days after performing required inspections and tests.
- 2.7 Prior to leaving each service call the Service Tech shall have the vessel Chief Engineer sign a service call form (contractor provided). This confirmation of service call shall accompany the subsequent invoice. Invoices will not be paid without a service call confirmation signature.

3.0 Call-back / Emergency Service

- 3.1 The contractor shall provide as-needed Call-back / Emergency Service to all elevators specified in this ITB twenty-four (24) hours a day, seven (7) days a week, including holidays. Contractor is expected to maintain an inventory of consumable parts. AMHS vessels operate between Bellingham, WA and Kodiak, AK. Emergency service may be required at any port served by AMHS.
- 3.2 The contractor shall respond to AMHS emergency calls within thirty (30) minutes of missed call or message.
- 3.3 No service call requiring reimbursement for travel shall be incurred without prior approval by the Port Engineer.
- 3.4 The contractor and vessel engineer shall agree on a scope of work, a not to exceed cost to complete the project and a timeline to complete the project.
- 3.5 Emergency service may be required at any port served by AMHS.
- 3.6 Contractor service technician shall meet the vessel within six (6) hours of AMHS placing the service call. This covers vessels operating in the Southeast Region.
- 3.7 Contractor service technician shall meet the vessel within twelve (12) hours of AMHS placing the service call. This covers vessels operating in the South Central and Western Regions of Alaska.
- 3.8 If the contractor's service technician cannot arrive to the vessel within the required time due to

circumstances outside of the technician's control such as weather and flight delays the contractor shall promptly inform the vessel engineer of the delay. The contractor shall inform the vessel engineer of a time of arrival that is agreeable to the vessel engineer.

4.0 Major Repair Service

- 4.1 The contractor shall provide as-needed Major Repair Service to all elevators specified in this ITB. This service may occur when the vessel is on line, when the vessel is in overhaul status or tied up. It is anticipated that most major repairs will take place when the vessel is tied up. Vessels are primarily tied up in Ketchikan, Seward, Seattle, WA and Portland, OR. Vessels are in overhaul status for a period of time each year.
- 4.2 Vessels are usually tied up in Ketchikan, or Seward. Major repairs may be done in other locations with AMHS consent.
- 4.3 Major repair service shall not be instigated without written approval from the Port Engineer.
- 4.4 It is anticipated the first year the overhaul is performed on an elevator, the repairs may be extensive. There may need to be multiple service calls on each elevator until the vessel goes in for service.

5.0 Compliance with Safety Codes

- 5.1 The contractor shall maintain elevator equipment in compliance with the latest adopted edition of the Safety Code for Elevators and Escalators (ASME/ANSI A17.1) and all other codes and regulations (U.S. Coast Guard and American Bureau of Shipping) applicable to AMHS vessels. If a conflict exists between code provisions, the most stringent shall apply. Failure of the contractor to comply with State, Federal and Coast Guard safety regulations may result in cancelation of contract.
- 5.2 The contractor shall promptly report any jobsite accidents to the Vessel Engineer and or the Port Engineer.
- 5.3 The contractor is responsible for maintaining Federal Work Safe practices and a written safety program including but not limited to:
- Electrical Work Safe Practices
 - OSHA Regulations
 - Hazardous Communications Training
 - MSDS Training
 - Lockout/Tagout Training
 - First Aid Training
 - Asbestos Awareness Training
- 5.4 The contractor shall promptly report to the AMHS Port Engineer all known equipment deficiencies, regulation or code violations and provide prompt cost proposals for corrective work outside the scope of this contract, which may be required by the State Elevator Inspector, other code enforcement authorities or the AMHS Port Engineer.
- 5.5 The contractor shall issue a certificate yearly stating that the applicable testing under ASME/ANSI A17.1 has been satisfactory.

6.0 Service Reports

- 6.1 The contractor shall provide the vessel Chief Engineer with a written service report at the completion of each inspection or service call before leaving the vessel.
- 6.2 The report shall briefly indicate the maintenance and inspection actions performed. Any deficiencies or recommendation shall be noted.
- 6.3 To meet ISM requirements, the service report shall also include the following details; vessel, date, time, location, name of equipment inspected, Elevator Service Technician's name, and Chief Engineer's name.
- 6.4 All deficiencies or repairs considered to be outside the scope of this contract shall be specifically described.

- 6.5 Copies of inspection and test reports shall be provided to the AMHS Port Engineer within five (5) days after performing required inspections and tests. This version of the service report must be type, on company letter head or form with company details (logo, address, contact information, etc) and be submitted as a PDF file.
- 6.6 Prior to leaving each service call the Service Tech shall have the vessel Chief Engineer sign a service call form (contractor provided). This confirmation of service call shall accompany the subsequent invoice. No invoice will be paid without a service call confirmation signature.
- 6.7 Contractor's failure to provide Service Reports within the five (5) days after performing the required inspections and tests will cause the state to issue a Service Deficiency Claim (SDC).

7.0 Replacement Parts

- 7.1 The contractor shall maintain adequate stocks of consumable and high-mortality parts, such as lamps and relays required to be replaced during routine servicing.
- 7.2 The contractor shall maintain sources of supply so that other major components are available and can be delivered within thirty (30) days, if a major breakdown occurs.
- 7.3 If parts not readily available are required, the contractor shall make every effort to perform emergency repairs that will allow safe operation of the equipment within the shortest practicable time. All repairs will be considered temporary and incomplete until standard parts are procured and installed. If parts not in stock are needed, the contractor shall make every effort to obtain the parts with the least practicable delay. Replacement parts shall meet the elevator equipment manufacturer's specifications in all respects.
- 7.4 Within the contract scope of work, the contractor shall provide all consumable parts, components and supplies required to maintain the equipment service. "Consumable" parts are defined as having a typical service life of less than one year or costing two hundred dollars (\$200) or less each, F.O.B. jobsite. The contractor shall invoice the State at the contractor's actual cost F.O.B jobsite.
- 7.5 If major replacement parts are required, the contractor shall provide them and invoice the State at the contractor's actual cost F.O.B. jobsite. "Major" parts are defined as costing over two hundred dollars (\$200) each, F.O.B. jobsite.
- 7.6 The contractor shall guarantee all replacement parts for a period of six (6) months, and replace such parts failing during this period at no additional cost to the State.

8.0 Special Requirements for AMHS Vessels

- 8.1 As the AMHS vessels are underway throughout much of the year, the contractor is responsible for scheduling maintenance visits while the vessels are in port, and to keep currently informed of vessel schedule changes when maintenance visits are due. The contractor will be allowed no additional charges for standby time, overtime, travel or per diem other than what is stated in the bid.
- 8.2 At the contractor's request, AMHS will allow the contractor to perform work while the vessels are underway. AMHS will not charge the contractor for passage on the vessel. Unless previously authorized, the contractor will not be required to ride the vessel to the next port.
- 8.3 The contractor shall maintain a maintenance schedule whether the vessels are in service or in overhaul status. Any changes to the scheduled must be approved by the Port Engineer.
- 8.4 If AMHS requires service at a port other than Auke Bay or Ketchikan, the contractor will provide a mechanic on the next available flight. The contractor will be reimbursed for travel time and expense at the established billing rate.
- 8.5 When vessels go into lay-up within Alaska, the normal maintenance schedule may continue. If a vessel is temporarily removed from service and the equipment shut down, AMHS shall have the option to suspend service.

- 8.6 To limit inconvenience to the public, all annual and five-year testing shall take place between October 1 and May 1 in Alaska waters. As much of the annual maintenance as possible shall also take place at the same time as the tests. This work shall be scheduled in advance with AMHS, and shall occur when the vessel is in lay-up at Ketchikan, Auke Bay, or Seward.
- 8.7 Written certification that all testing required by the ASME/ANSI A17.1 code has been performed, suitable for posting in each elevator car, shall be sent to the AMHS Port Engineer when the testing is completed no later than May 30 each year.
- 8.8 All technicians and other employees of the contractor attending the vessel must meet with the Chief Engineer or their designated representative before starting any work aboard the vessel. Contractor's personnel will be required to sign into the Engineering Log book prior to starting any work aboard the vessel.

9.0 Working Hours and Conditions

- 9.1 Services may be performed at times when the vessels are in port, except during heavy usage times. Heavy usage times are the first fifteen (15) minutes when a vessel arrives in port and the last fifteen (15) minutes before the vessel departs port. The contractor shall coordinate equipment shutdowns in advance with the vessel's chief engineer, and notify the chief engineer before any work begins and again when work is complete. All times are Alaska Standard Time (AST).
- 9.2 Standard weekday hours are defined as 8 AM to 5 PM, Monday through Friday.
- 9.3 Weekday Overtime hours are defined as 5 PM to 8AM Monday through Friday.
- 9.4 Weekend hours are all working hours conducted during the weekend, Saturday through Sunday.
- 9.5 Holiday hours are all working hours conducted during State of Alaska observed holidays. The State calendar can be found at the following link: <http://doa.alaska.gov/calendars.html>
- 9.6 Travel time shall be billed as weekday hours.
- 9.7 Stand-by time not attributable to the contractor may be billed to AMHS at the applicable hourly rate set forth in the Bid Schedule. Contractor must provide written documentation from AMHS that explains reason(s) for stand-by time. Contractor may proceed with work with permission from AMHS.
- 9.8 AMHS may cancel a service call within 24 hours of the scheduled arrival time of contractor at the job site location and not be billed for a cancellation charge.

10.0 Not included in the scope are

- New construction or modification of existing equipment.
- Repair or damage resulting from negligence of the contractor or contractor's employee(s).
- Vehicle lifts.

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AMHS Vessel	Elevators to be serviced	Type
M/V Malaspina	One passenger elevator One dumbwaiter	Elevator Systems Group, Unidynamics, ID SSK371556 upgraded GE Fanuc 90-30 PLC Matot, Inc Type 201 S/N 9758
M/V Matanuska	One passenger elevator One service elevator	Otis LRVF-030401, model 811564, vintage 10
M/V Columbia	One passenger elevator One service elevator Galley dumbwaiters electric Laundry Dumbwaiter Electric	Otis Sr# 10495 Otis Sr# CP18447, 10NIBL MATOT Inc.Model 100, Sr. # 10097 Matot 100, Sr # 113594
M/V Kennicott	One passenger elevator One service elevator One dumbwaiter	All elevators Crane Defense Type 1569-1 Type 1570-1 Type 1568-1
M/V LeConte	One passenger elevator (hydraulic) One wheelchair scissor lift (2 inspections per year)	CEMCO Lift DC500-36493 Access Industries Serial # L1294WLT50133188 Hydraulic type
M/V Aurora	One passenger elevator (hydraulic cantilevered) One wheelchair scissor lift (2 inspections per year)	Otis Elevator Type 5143045, S# SSJ- 852751 Porch-Lift Vertical Platform lift, American Stair-Glide
M/V Lituya	One passenger elevator hydraulic	Bagby, # D63605
M/V Fairweather	One passenger elevator	MacGregor Type MC3000
M/V Chenega	One passenger elevator	MacGregor Type MC3000
M/V Tustumena	One passenger elevator (hydraulic)	Montgomery Elevator Co. Type D05053
M/V Hubbard	One passenger elevator	Bagby 2:1 Roped Hydraulic
M/V Tazlina	One passenger elevator	Bagby 2:1 Roped Hydraulic

BID SCHEDULE

The bid schedule is an evaluation tool that will identify fixed price for monthly preventative maintenance costs per vessel and fixed price service technician hourly rates. The State does not guarantee a minimum or maximum amount. An alteration to the bid schedule will be deemed non-responsive and the bid rejected.

The **Preventative Maintenance Cost Schedule** is used for evaluation purposes in addition; the proposed monthly rates will become part of the resulting contract rates. The proposed rates must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project and profit.

The **Project Cost Schedule** is used for evaluation purposes only. The estimated hours per project is an estimate only and reflects the amount of hours a service technician will work on an as-needed elevator project. The weekday hourly rate will become part of the resulting contract.

Other Field Service Hourly Rates Schedule will not be evaluated. This is used to determine the resulting contract hourly rates.

Preventative Maintenance Cost Schedule -Evaluated					
M/V Vessel	Monthly Rate		Frequency per Year		Annual Rate
Aurora	\$	X	12	=	\$
Chenega	\$	X	12	=	\$
Columbia	\$	X	12	=	\$
Fairweather	\$	X	12	=	\$
Hubbard	\$	X	12	=	\$
Kennicott	\$	X	12	=	\$
LeConte	\$	X	12	=	\$
Lituya	\$	X	12	=	\$
Malaspina	\$	X	12	=	\$
Matanuska	\$	X	12	=	\$
Tazlina	\$	X	12	=	\$
Tustumena	\$	X	12	=	\$
Total Preventative Maintenance Cost					\$

Project Cost Schedule -Evaluated				
Performed By	Weekday Hourly Rate		Estimated hours per project	Estimated Project Cost
Service Technician	\$	X	6 hours	= \$

Total Evaluated Cost Schedule -Evaluated						
Total Preventative Maintenance Cost	\$ _____	+	Estimated Project Cost	\$ _____	=	Total Evaluated Bid Price \$ _____

Other Field Service Hourly Rates Schedule – Cost Not Evaluated				
Performed By	Weekday Hourly Rate (same as above)	Weekday Hourly OT Rate	Weekend Hourly Rate	Holiday Hourly Rate
Service Technician	\$	\$	\$	\$
Supervisor	\$	\$	\$	\$

<p style="text-align: center;">BID SCHEDULE BID SCHEDULE-Continued</p>
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Submitted by:

Business Name: _____

Address: _____

Contact: _____

Phone: _____

Toll Free: _____

Fax: _____

Email: _____

BID RESPONSE CHECKLIST:

1. Completed and sign (Page 1)
2. Proof of Service Technician Qualifications (Page 11)
3. Completed Bid Schedule (Pages 20 & 21)
4. All Mandatory Return Amendments