



THE STATE  
of **ALASKA**  
GOVERNOR MICHAEL J. DUNLEAVY

**Department of Corrections**  
**DIVISION OF ADMINISTRATIVE SERVICES**  
**Juneau Procurement Office**

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Issue Date: March 12, 2019

ATTN: Vendors

**RE: Project Name:** KCC Elevator Modernization  
**Project Number:** 180004170  
**Project Location:** Ketchikan Correctional Center  
**New ITB Opening Date and Time:** March 18, 2019 @ 4:00 PM local time

**Addendum #6 (Six)**

This addendum forms a part of the contract documents and modifies the original drawings and/or specifications for the subject work.

The following changes are required:

1. The Invitation to Bid closing date has been extended. Delete all previous dates referenced in the Contract Documents and replace with:

Bids will be opened publicly at 4:00 P.M. local time, March 18, 2019.

2. Delete Section 142500, 1.8 A-D. in its entirety and replace with the following:

A. Interim Maintenance: Furnish preventive maintenance service on elevator described herein for 30 days prior to when unit is removed from building service for modernization and provide 60 days written notice prior to removing unit from building service to ensure proper notification to current elevator service provider. In addition, furnish interim preventive maintenance on completed unit once modernization of elevator is complete and for one-year warranty maintenance, defined in Item 1.8 B. below, is commenced. Cost of interim maintenance and warranty maintenance shall be included as part of modernization quotation and basic bid. Section 142500, 1.8 shall apply in its entirety to all Work related to Additive Alternate #1 if selected.

Perform interim maintenance and warranty maintenance based upon terms and conditions of preventive maintenance contract, see attached, and 1.8 B below. The costs submitted on Bid Schedule Section 00312 shall be the rates used to pay for the interim preventative maintenance and for one-year warranty maintenance and shall be included as part of the modernization quotation basic bid. Preventative Maintenance items that are not warranty maintenance items or not covered as part of the attached preventative maintenance contract shall be paid for as outlined in the attached preventative maintenance contract. The attached Preventative Maintenance Contract and ITB #180004170 Contract Documents shall serve as the scope of work for the interim maintenance and one (1) year warranty maintenance. Bidders should

anticipate that the monthly servicing of the elevator will require approximately one hour per elevator per visit.

**B. Warranty Maintenance:**

1. Provide preventive maintenance and 24-hour emergency callback service for one year commencing on date of final acceptance by Owner as required in attached preventative maintenance contract. Systematically examine, adjust, clean, and lubricate all equipment. Repair or replace defective parts using parts produced by the Contractor of installed equipment. Maintain elevator machine room, hoistway, and pit in clean condition. The attached Preventative Maintenance Contract and ITB #180004170 Contract Documents shall serve as the scope of work for the interim maintenance and one (1) year warranty maintenance. The costs submitted on Bid Schedule Section 00312 shall be the rates used to pay for the interim preventative maintenance and for one-year warranty maintenance and shall be included as part of the modernization basic bid. Preventative Maintenance items that are not warranty maintenance items or not covered as part of the attached preventative maintenance contract shall be paid for as outlined in the attached preventative maintenance contract. Section 142500, 1.8 shall apply in its entirety to all Work related to Additive Alternate #1 if selected.

Work which shall be considered warranty related Care and Maintenance Activities associated with Sub-Article 12.7 of the General Conditions, One Year Correction Period and included within the scheduled compensation amounts for the Basic Bid, Lump Sum and consists of:

- a) Repair and/or replacement of any defective manufacture, materials or workmanship as a result of performing Work.
  - b) Repair of damage caused by negligence or misuse of the equipment, or operations during or after the course of construction, by the CONTRACTOR, associated workforce, Subcontractors, installers, suppliers or material providers.
2. Use competent personnel, acceptable to the Owner, supervised and employed by Contractor. See also attached Preventative Maintenance Contract.
3. The warranty maintenance period specified in Item 1.8, A and B above shall be extended one month for each three-month period in which equipment related failures average more than .25 per unit per month.
4. Owner retains the option to delete cost of warranty maintenance from new equipment contract and remit twelve equal installments directly to Contractor during period in which maintenance is being performed in accordance with the attached Preventative Maintenance Contract.

**C. Preventive Maintenance Contract:** Quote costs for one (1) year Preventive Maintenance Contract commencing upon completion of the warranty period specified in Item 1.8, A and B, above on Bid Schedule Section 00312 for Basic Bid, 2,000# elevator. Submit costs based upon terms and conditions of the one (1) year Preventive Maintenance Contract with four (4) one year renewable options to be selected at the sole discretion of the State. (See attached Preventative Maintenance Contract). Base quotation on present labor and material cost. Price adjustment will be made after first year of preventative maintenance contract commencement date, if requested, and thereafter as provided in contract. Bidders should anticipate that the monthly servicing of the elevator will require approximately one hour per elevator per visit.

Preventative Maintenance Contract shall consist of the Work defined within the attached Preventative Maintenance Contract. If, and only if, the DEPARTMENT elects to authorize a Preventative Maintenance Contract, the limited contractual obligations defined within the Preventative Maintenance Contract, shall supersede any conflicting or obsolete requirements of the Construction Contract, Section 00510. Conversely the DEPARTMENT may elect to close this Project in its entirety and enter into a stand alone maintenance agreement, subsequent to provisions of normal State Procurement requirements.

D. Preventive Maintenance Contract: Quote costs for one (1) year Preventive Maintenance Contract commencing upon completion of the warranty period specified in Item 1.8, A and B, above on Bid Schedule Section 00312 for Additive Alternate #1, 2,500# elevator. Submit costs based upon terms and conditions of the one (1) year Preventive Maintenance Contract with four (4) one year renewable options to be selected at the sole discretion of the State. (See attached Preventative Maintenance Contract). Base quotation on present labor and material cost. Price adjustment will be made after first year of preventative maintenance contract commencement date, if requested, and thereafter as provided in contract. Bidders should anticipate that the monthly servicing of the elevator will require approximately one hour per elevator per visit.

Preventative Maintenance Contract shall consist of the Work defined within the attached Preventative Maintenance Contract. If, and only if, the DEPARTMENT elects to authorize a Preventative Maintenance Contract, the limited contractual obligations defined within the Preventative Maintenance Contract, shall supersede any conflicting or obsolete requirements of the Construction Contract, Section 00510. Conversely the DEPARTMENT may elect to close this Project in its entirety and enter into a stand alone maintenance agreement, subsequent to provisions of normal State Procurement requirements.

E. Use competent personnel, acceptable to the Owner, employed and supervised by Contractor.

3. **Question:** Is the Ketchikan Fire Marshall the Authority having Jurisdiction on this project? Or is this a State Jurisdiction as far as submitting revised Fire Alarm drawings?

**State of Alaska's Response:** Yes, the City of Ketchikan is the authority having jurisdiction.

4. **Question:** Is the existing fire alarm design and panel program (in digital or hard copy) available ? For proper design, the existing system loads and device counts need to be accounted for.

**State of Alaska's Response:** No.

5. **Question:** . Re: Note 6 E102 it is unclear if the 6 smoke and heat detection devices already exist. The AFP400 is an addressable fire alarm system, and requires no "modules" to operate the inputs. If there are already a smoke and heat in the hoistway, no additional hardware is required there.

**State of Alaska's Response:** The design assumes that the six smoke and heat detection devices exist.

6. **Question:** An elevator "hat light" is not discussed. Modern elevator systems have them, and require a dedicated fire alarm output relay. How many unused Notifier relays are mounted in the elevator room?

**State of Alaska's Response:** The existing elevator does not have any connection to the fire panel. The elevator contractor must supply equipment to meet current elevator codes.

7. **Question:** Will the elevator hoistway be safety accessible when a fire alarm technician arrives to install /program / commission? To test and certify operation, we will need to get on top of the car, with an elevator technician in attendance.

**State of Alaska's Response:** The successful bidder will be responsible for coordinating the work so that the fire alarm technician can safely access the hoistway.

8. **Question:** Section 142500 1.8.A and 1.8.C ask for monthly pricing for interim and preventative maintenance. I've highlighted some verbiage on page 4 of the spec section.

1.8 A. - How is the interim monthly pricing to be presented since not line itemed on the bid schedule? It says to not include in modernization quote, but says to indicate costs.

1.8 C. - How is the preventive monthly pricing to be presented since not line itemed on the bid schedule? Spec says to quote, but "price adjustment will be made at Agreement commencement date and thereafter as provided in Agreement." So, via change order?

**State of Alaska's Response:** See numbers 1 and 2 in this Addendum #6 above and attachments. Delete previous Bid Schedule Section 00312 in its entirety and replace with the attached Bid Schedule Section 00312 (3 pages).

The attached 180004170 KCC Elevator Modernization Maintenance Contract Additive Alternate #2 document shall be added to the ITB documents (16 pages).

9. The Department will no longer be accepting anymore questions for this solicitation.

End of Addendum #6 (23 pages)

Please be reminded that all addendums must be acknowledged on your bid proposal.

Sincerely,



John Schauwecker  
Procurement Manager CPPB, C.P.M.

Attachments (2); Bid Schedule Section 00312 and Preventative Maintenance Contract

cc: Ryan Henderson, Project Manager, DOC



STATE OF ALASKA  
DEPARTMENT OF CORRECTIONS

**BID SCHEDULE**

**Project:** KCC Elevator Modernization

**Location:** Ketchikan Correctional Center, Ketchikan, AK 99901

**DOC Project No.:** 180004170

**ITB Dated:** January 17, 2019

Company Name: \_\_\_\_\_

Bidders Please Note: Before preparing this bid schedule, read carefully, "Information to Bidders", "Supplementary Information to Bidders", and the following:

The Bidder shall insert a fixed price in figures opposite each pay item that appears in the bid schedule. No price is to be entered or tendered for any item not appearing in the bid schedule. Write out the dollar amount in the space below the figure.

Conditioned or qualified bids will be considered non-responsive.

**NOTICE:** In order to establish a clear and definitive basis of award, the State has established a budgeted project amount from which the order of bidders will be determined. The amount will be announced just prior to opening bids. The low bid will be determined by considering the Basic Bid and Additive Alternate(s) as adjusted for Alaska Bidders Preference (col. b), Alaska Veteran's Preference (col.c) and Alaska Products Preference (col.d) in the order listed up to a total not to exceed budgeted Award amount less the low bidder's preferences. The basis of Award does not obligate the State to Award either the Basic Bid or any Alternate(s). The state reserves the right to reject all bids. The state also reserves the right to award the contract in excess of the budgeted amount to the low bidder based on any combination of alternates or not alternates, providing that the low bidder remains unchanged. After the low Bidder has been determined, the final contract award will be for the unadjusted amount(s).

Description	(a) Bid Amount (figures)	(b) Alaska Bidder Preference 5% of Column (a)	(c) Veterans Preference (5% of (col a) not to exceed \$5,000	(d) Alaska Products Preference (figures)	(e) Adjusted Bid Amount (figures): (a) - (b) - (c) - (d)
<b>Basic Bid:</b> All work required as described in Section 01010, 1.02.A, Interim Preventative Maintenance Work and Warranty Work as described in Section 142500, 1.8 A, B and E, and the Contract Documents.					
<b>Additive Alternate #1:</b> All work required as described in Section 01010, 1.02.A, Interim Preventative Maintenance Work and Warranty Work as described in Section 142500, 1.8 A, B and E, and the Contract Documents if selected.					
<b>Additive Alternate #2:</b> All work required as described in Section 142500, 1.8.C and D, as carried forward from Additive Alternate #2 Price Page column 4 on page 3 and the Contract Documents if selected. Enter amount listed in <b>TOTAL BID for Additive Alternate #2</b> from column 4 on page 3 of Bid Schedule here.					
<b>Total Basic Bid plus Additive Alternate #1 plus Additive Alternate #2: (to be used in determining the low bidder).</b>					

\*Contractor shall hold the Basic Bid and Additive Alternates #1 and #2 price for 90 days. Bidder must supply a dollar amount for each line item on the Bid Schedule. Failure to supply an amount for each line item will cause the bid to be considered non-responsive and rejected. Contractor shall also hold all the prices on the Additive Alternate #2 Price Page through the completion of the warranty period and first year of preventative maintenance contract, if selected at the sole discretion of the State.  
\*\*KCC Elevator Modernization Preventative Maintenance Contract Additive Alternate #2 Price Page is page 3 to this Bid Schedule.

Contractor's Signature \_\_\_\_\_

Date \_\_\_\_\_

**STATE OF ALASKA ITB # 180004170**  
**KCC Elevator Modernization Preventative Maintenance Contract Additive Alternate #2 Price Page**

Location - Facility	Equipment Description	Monthly Maintenance Services (Price/Month)	Emergency Call-backs (Price/Hourly)	Extra Work Services Price/Hourly	TOTAL FACILITY Bid
		Column 1	Column 2	Column 3	Column 4
<b>Additive Alternate #2 - Ketchikan</b>					
Basic Bid Interim Preventative Maintenance Work and Warranty Work as described in Section 142500, 1.8 A, B and E, and the Contract Documents.	Otis Passenger Elevator #1 (2,000#)	\$ _____ x 12 = _____ price/mo	\$ _____ x 6 = _____ price/hr	\$ _____ x 12 = _____ price/hr	
Additive Alternate #1 Interim Preventative Maintenance Work and Warranty Work as described in Section 142500, 1.8 A, B, and E, and the Contract Documents.	Otis Passenger Elevator #1 (2,500#)	\$ _____ x 12 = _____ price/mo	\$ _____ x 6 = _____ price/hr	\$ _____ x 12 = _____ price/hr	
Additive Alternate #2: All work required as described in Section 142500, 1.8C and the Contract Documents.	Otis Passenger Elevator #1 (2,000#)	\$ _____ x 12 = _____ price/mo	\$ _____ x 6 = _____ price/hr	\$ _____ x 12 = _____ price/hr	
Additive Alternate #2: All work required as described in Section 142500, 1.8D and the Contract Documents.	Otis Passenger Elevator #1 (2,500#)	\$ _____ x 12 = _____ price/mo	\$ _____ x 6 = _____ price/hr	\$ _____ x 12 = _____ price/hr	
On-Site Contact: Amy Ellis (907) 228-7360			\$ _____ + \$ _____ +	\$ _____ = \$ _____	
<b>Total -</b>					\$ _____

***TOTAL BID for Additive Alternate #2***

Bid Schedule Instructions for Additive Alternate #2:

1. Bidders must submit a bid for all facilities, each line item and prices for All equipment, All Emergency/Call-backs and All Extra Work listed in Additive Alternate #2 Price Page to be considered responsive. Bids that don't follow this instruction shall be disqualified as non-responsive.
2. Unit prices written in Columns [1], [2] and [3] will govern if errors are made in calculating extensions, subtotals and totals.
3. On this page, calculate TOTAL BID in Column [4] for the facility.
4. In addition to calculating the Total Bid in Column [4], List Total Bid Price for Additive Alternate #2 on Section 00312 Bid Schedule.
5. When bidding for Preventative Maintenance for Additive Alternate #2, Bidders should anticipate that the monthly servicing of the elevator will require approximately one hour per elevator, per visit.

## **EQUIPMENT, SUPPLIES OR SERVICES TO BE PROVIDED**

The Department of Corrections requires costs for a one (1) year contract with four (4) one year renewable options to perform all preventive maintenance services and emergency/as-needed repairs in accordance with manufacturers' published procedures and recommendations, and code-mandated safety/mechanical inspections and tests for all elevators and lifts located in Ketchikan, Alaska as noted in the Bid Schedule Additive Alternate #2.

## **TYPE OF CONTRACT**

Per the Technical Specifications of this Preventative Maintenance Contract and As-Needed.

## **BASIS OF AWARD**

Preventative Maintenance Contract shall consist of the Work defined within this Preventative Maintenance Contract. If, and only if, the DEPARTMENT elects to authorize a Preventative Maintenance Contract, the limited contractual obligations defined within the Preventative Maintenance Contract, shall supercede any conflicting or obsolete requirements of the Construction Contract, Section 00510. Conversely the DEPARTMENT may elect to close this Project in its entirety and enter into a stand alone maintenance agreement, subsequent to provisions of normal State Procurement requirements. At the sole discretion of the State of Alaska, the Department may elect to enter into a Preventative Maintenance Contract commencing upon completion of the warranty period specified in Section 142500, Item 1.8. Price will based upon terms and conditions of this Preventive Maintenance Contract and as provided in the Bid Schedule, Additive Alternate #2. The Department will use the Preventative Maintenance Contract rates for Additive Alternate #2 work for a #2,000 elevator if Basic Bid is awarded or rates for Additive Alternate #2 work for a #2,500 elevator if Additive Alternate #1 is awarded.

## **DELIVERY REQUIREMENTS**

See Technical Specifications.

**ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:** At the time the bids are opened, all bidders must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Bids must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Bidders must submit evidence of a valid Alaska business license with the bid (see front page).

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.



**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.

**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. Failure to comply with this requirement may cause the state to reject the bid or proposal 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 Preventative Maintenance Contract, if elected at the sole discretion of the State, is intended to result in a mandatory use contract for scheduled and as-needed Elevator Maintenance for the Department of Corrections, Ketchikan Correctional Center.

**DAVIS BACON WAGES:** For individual projects costing more than \$25,000.00, Davis Bacon wages will prevail. A Notice of Work must be filed with the Dept. of Labor, and DOC will issue a Notice to Proceed prior to any and all work beginning.

Contact the State of Alaska; Dept. of Labor and Workforce Development for information on prevailing wage rates, Title 36, Little Davis Bacon and Public Construction. The Laborers' and Mechanics' Rates of Pay (Pamphlet 600) is available online at: <http://labor.alaska.gov/lss.pamp600.htm>

**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 John Schauwecker, Procurement Manager, Department of Corrections.

**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.

**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 30-day prior notice of cancellation, non-renewal or material change of conditions. 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.

**NONDISCLOSURE AND CONFIDENTIALITY:** Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor

shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

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

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

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

**CONTRACT PERIOD:** The length of the contract will be for a one (1) year contract with four (4) one year renewable options under the same terms and conditions as the original contract. Renewals to be exercised solely by the State.

#### **PRICE ADJUSTMENTS:**

**Consumer Price Index (CPI):** Contract prices for equipment and/or service will remain firm through the warranty period and first year of preventative maintenance contract, if selected at the sole discretion of the State.

Contractors must 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-W) for Urban Wage Earners and Clerical Workers, All Items, Urban Alaska (not seasonally adjusted) issued for the most recent half-year period.

The price adjustment rate will be determined by comparing the percentage difference between the CPI (224.846) in effect for the base year six month average (July 2018 through December 2018); and each (July through December 2019 six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. All Items, Series ID: CWUSS49GSA0. 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.

**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.

**INVOICES:** Invoices must be sent directly to the agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will only make payment after it receives the service and the invoice. Question concerning payment must be addressed to the ordering agency. It is the intent of this contract to have separate invoices for the facility sent to the following address:

Ketchikan Correctional Center  
1201 Schoenbar Rd  
Ketchikan, AK 99901  
Attn: Amy Ellis  
amy.ellis@alaska.gov

**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.

**SERVICE RESPONSE TIME:** This contract requires that a service technician be available, on call, 24 hours per day, 7 days per week, and will respond within time specified in Technical Specifications, Section 8.0.

**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(s) performing the service work is a competent and has sufficient training or experience to effectively service the equipment identified in this ITB.

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 7.5 working hours from the time it is issued, 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 and inspections. Service, maintenance and inspections that are improperly done will be done over, by the contractor, at the contractor's risk and expense.

**TRAVEL REIMBURSEMENT:** Travel will only be reimbursed for extra work when authorized by Change Order.

Per Diem will be paid at the International Union of Elevator Constructors (IUEC) agreement rate for mechanics at a per diem rate of \$84.90 per day. Lodging is for Standard Room Rates based on actual costs. Airfare is regular coach fare. Contractor must furnish copies of all airfare and lodging receipts for reimbursement.

## TECHNICAL SPECIFICATIONS

### 1.0 SCOPE OF WORK

#### 1.1 The Contractor shall provide all required (except as specified) to:

- A. Perform preventive maintenance services in accordance with manufacturers' published procedures and recommendations, and code-mandated safety/mechanical inspections and tests on all equipment identified on the Bid Schedule.
- B. Replace worn and defective "consumable" parts, and adjust equipment for proper operation, following manufacturer's recommendations and code requirements.

#### 1.2 By Change Order work may include but is not limited to:

- A. Rebuilding or replacement of major elevator components.
- B. New construction or modification of existing equipment.
- C. Repair of damage caused by negligence or misuse of elevator equipment by anyone other than the Contractor or Contractor's staff.
- D. Repair of damage caused by fire, flood or other disaster.
- E. Add or delete locations and or equipment.
- F. Extra work services outside of the contract requirements will be paid for at the unit prices listed on the bid schedule. The State shall also have the option of requesting a lump sum not to exceed cost for extra work outside the contract requirements and the extra work shall be described in the change document authorizing the work.

### 2.0 CONTRACTOR'S QUALIFICATIONS/SECURITY

- 2.1 The Contractor shall have an established record of satisfactorily maintaining and testing equipment of the types identified on the Bid Schedule, and shall possess the capability, including qualified technicians, technical expertise and support infrastructure, to provide all services called for by these specifications.
- 2.2 All work shall be performed by journeyman elevator mechanics directly employed and supervised by the Contractor. "Temporary" journey-level technicians, as determined by the bargaining unit, must have documented training and experience on equipment and control systems identical or comparable to those being serviced under this contract. No work shall be subcontracted, except that major components may be rebuilt by qualified suppliers.
- 2.3 Required for Award
  - A. Submit a statement of qualifications and references for the Contractor and all technicians performing work under this contract for review and approval by the Contracting Officer.

The Contractor shall have at least 2 fully qualified journeyman elevator mechanics.

- B. The State of Alaska requires that the Contractor and any principals, officers or employees who will work at all Correctional Institutions, the contractor shall submit the attached Security Clearance Form for all Contractor personnel working on the premise. All Contractor personnel working on the premises shall wear a picture ID Card.

Each background check will be individually reviewed by the State with sensitivity to: location of work to be performed, occupant(s) in the facility, scope of work and State security interest.

Department of Corrections, in consultation with officials in Public Safety will consider the seriousness and type of crime, number of crimes committed, length of time since conviction, and other pertinent issues regarding the specific individual, crime and facility involved.

Acceptance or denial of the individual is at the sole discretion of the State. The decision is final. Due to security and confidentiality requirements the reason why an individual is denied will not be divulged.

Background checks shall remain confidential.

The Contractor during the term of the contract shall notify the Administrative Officer for each individual institution of any employee actions, arrests, judgments, or criminal activities that could affect the initial acceptance determination. This notification must be made within 2 days of the Contractor's awareness of the condition.

All costs involved with obtaining security clearances, fingerprints, and picture ID cards will be borne by the department. If there is a change in personnel the above items will be supplied to the State at least 48 hours prior to the person performing work on site.

### 3.0 COMPLIANCE WITH SAFETY CODES

- 3.1 The Contractor shall maintain elevator equipment in compliance with the most current edition of the Safety Code for Elevators and Escalators (ASME A17.1) and all other applicable codes and regulations in effect in the jurisdiction where the equipment is located. The Contractor shall promptly report all known equipment deficiencies to the Administrative Officer and Designated Maintenance Personnel for that institution 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, Administrative Officer or their designated maintenance personnel.
- 3.2 The Contractor shall maintain lifts in compliance with the most current edition of the Safety Standard for Platform Lifts and Stairway Chairlifts (ASME A18.1) and all other applicable codes and regulations in effect in the jurisdiction where the equipment is located. The Contractor shall promptly report all known equipment deficiencies to the Administrative Officer and Designated Maintenance Personnel for that institution 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, Administrative Officer or their designated maintenance personnel.

#### 4.0 WORKING HOURS AND CONDITIONS

- 4.1 Services may be performed during normal State business hours (8:00 a.m. to 5:00 p.m. weekdays). Notify the designated Administrative Officer or designated maintenance personnel any time work is performed under this contract.
- 4.2 To prevent unnecessary disruption to State operations, the Contractor shall coordinate with the designated Administrative Officer at each facility or designated maintenance personnel for any and all planned equipment shutdowns. All work to be performed outside of normal business hours shall be coordinated with the designated Administrative Officer or designated maintenance personnel.

#### 5.0 PREVENTATIVE MAINTENANCE SERVICES

- 5.1 Unless superseded by more stringent requirements of these specifications or code requirements, all maintenance service shall conform to the requirements of the most current ASME A17.1 Code, Section 8.6, Maintenance, Repair, Replacement and Testing in effect in the jurisdiction where the equipment is located.
- 5.2 Perform the following services once a month, or as specified on the Bid Schedule, or at more frequent intervals if recommended by the equipment manufacturer, following the manufacturers recommended service procedures:
  - A. Perform a complete operational check of each elevator. Check starting, operating, leveling and stopping parameters, including proper operation of elevator car and hoistway doors. Adjust or repair equipment as required to maintain operation within manufacturer's tolerances and ASME A17.1 Code requirements.
  - B. Check all hall and car position indicators and signals and call devices and replace burned out lamps as necessary.  
  
Check car lighting fixtures (including emergency lighting); replace ballasts as necessary. The contractor shall provide the ceiling light replacement bulbs to the State and State Maintenance Staff shall install replacement bulbs only. Contractor shall ensure there is adequate replacement light bulbs on site at all times and notify State Maintenance Staff when they need to be replaced.
  - C. Check operating components requiring periodic lubrication. Lubricate as necessary, following manufacturer's recommendations and specifications.
  - D. Maintain machine rooms, hoist way pits, elevator car tops, and escalator drip pans, including associated equipment in these areas, in clean and neat condition. Remove excess lubricant, wipe up oil leaks and prevent dust accumulation in all elevator machine spaces, car tops and hoistway mechanical equipment.
- 5.3 Perform periodic inspections and tests of elevators, elevator hoisting equipment (including wire ropes and sheaves), plunger grippers located on hydraulic pistons, governors, stair chairlifts and platform lifts, including annual and 5-year testing and 5 year full load testing (category 5), at



intervals and to specifications required by the ASME A17.1 Code, Section 8.6, Maintenance, Repair, Replacement and Testing, ASME A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts or authority having jurisdiction, if more stringent.

- 5.4 Perform monthly fire service testing as required by city, state, federal and local codes having jurisdiction.
- 5.5 Deliver copies of test reports to Administrative Officer and designated maintenance personnel for each respective Correctional Facility within 30 days after performing required tests.
- 5.6 Failure by the Contractor to perform monthly maintenance services shall result in the State not paying for the monthly maintenance service as listed on the bid schedule for the elevator and may result in a service deficiency claim.

## 6.0 REPLACEMENT PARTS

- 6.1 Within thirty (30) days after contract award, the Contractor shall provide a local stock or identify a local source for high-mortality parts and consumable items for all elevators and chairlifts serviced at each locality.
- 6.2 The Contractor shall demonstrate to the satisfaction of the Administrative Officer or designated maintenance personnel, in-stock warehouse availability of major and critical parts for replacement of door operator components, controller parts and electronic modules, door protective devices, hangers, bearings, hoist way switches and contacts.
- 6.3 The Contractor shall maintain sources of supply so that other major components are available and can be delivered within three (3) days after a written notice to proceed for repair has been issued to the Contractor.
- 6.4 If required major components are not immediately available, the Contractor shall make every effort to perform emergency repairs that will allow safe operation of the equipment within the shortest practicable time. All emergency repairs will be considered temporary and incomplete until standard parts are procured and installed. The Contractor shall make good faith effort to obtain necessary parts with the least practicable delay and shall provide the Administrative Officer or designated maintenance personnel, a written schedule for delivery. Replacement parts shall meet the elevator original equipment manufacturers specifications in all respects.
- 6.5 Within the contract scope of work, the Contractor shall provide all consumable parts, components and supplies required to maintain the equipment in service. "Consumable" parts are defined as having a typical service life of less than one year or costing three hundred dollars (\$300) or less each, f.o.b. jobsite, excluding any supplier's handling charge. If replacement/obsolete parts are not available, alternatives/upgrades will only be billable if the cost is more than \$300 each, f.o.b. jobsite, excluding any supplier's handling charge.
- 6.6 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, plus fifteen percent (15%). "Major" parts are defined as costing over three hundred dollars (\$300) each, F.O.B. jobsite, excluding any supplier's handling charge.
- 6.7 The Contractor shall guarantee all replacement parts for a period of 1 year, and replace such

parts failing during this period at no additional cost to the State. If replacement parts have a manufacturer's guarantee longer than one year, provide the Administrative Officer or designated maintenance personnel, a copy of the guarantee.

## 7.0 MAJOR REPAIRS

- 7.1 A "major repair" is defined as furnishing and installing necessary "major" replacement parts (see section 6.6) beyond the scope of specified periodic inspection and preventive maintenance services.
72. After determining, as far as practicable, the extent of major repairs needed to restore defective equipment to full service, the Contractor shall provide the respective Administrative Officer or designated maintenance personnel by Correctional Facility with a written proposal outlining the scope of repairs, a cost estimate and an estimated time for completion. The Contractor shall not proceed with major repairs until directed to do so, in writing, by the Contracting Officer. The final change order price for major repairs shall be determined in accordance with the contract documents and conditions.

## 8.0 EMERGENCY SERVICE

- 8.1 To maintain elevator equipment fully operational at all times, the Contractor shall provide an emergency attendant or call-back service on an as-needed basis. Such call-back service shall be provided twenty-four (24) hours per day, seven (7) days per week. For facilities located in communities without a resident technician, the contractor shall respond to call-backs within 24 hours (or on the first scheduled air transportation)
- 8.2 Response to an emergency shall consist of providing an elevator mechanic on-site within the above time frames after being notified of an elevator breakdown by the Administrative Officer, designated maintenance personnel or designated State contact. For bidding purposes only, it is assumed that emergency service will be required six (6) times per year per elevator and platform lift, and have a duration of one (1) hour. All emergencies or call-outs for additional service shall be paid at the "each instance" bid rate per hour or fraction thereof.
- 8.3 Due to the importance of addressing equipment shutdowns in a timely manner the Contractor shall have a sufficient number of journeymen mechanics to handle multiple repairs simultaneously state wide.
- 8.4 Failure to respond to an elevator breakdown or call-back in the times specified shall result in Liquidated Damages. Actual damages will be difficult to assess; therefore, it is mutually agreed that the contractor will pay the state damages at the rate of \$300 dollars per day for each calendar day beyond the required response time to an elevator breakdown or call-back. The Liquidated Damages will be deducted from the monthly maintenance service invoices. The department will consider delays from winter conditions on a case by case basis and the contractor shall be responsible to submit documentation acceptable to the State. The State will have the final decision determining if documentation from delays for winter conditions is acceptable.

Liquidated damages shall not apply to emergency entrapments called for in the ITB. If the Contractor is unable to respond to an entrapment, the State shall be allowed to make alternative arrangements to respond to the entrapment.

## 9.0 INSPECTIONS

- 9.1 In addition to the periodic inspections required in Section 5.0., Subsection 5.3, the Contractor shall perform an annual survey and inspection of all elevator equipment covered by this contract and provide the respective Administrative Officers or designated maintenance staff for each Correctional Facility, with a written report, including any noted functional or code compliance deficiencies. The survey shall be conducted by a qualified person at a supervisory level, independent of the elevator technician(s) performing other specified work.

## 10.0 REPORTS

- 10.1 The Contractor shall provide the Administrative Officer or designated maintenance staff for each respective Correctional Facility with a service report at the completion of each inspection or service call, noting the elevator(s) serviced, a description of the trouble and how repaired and any recommendations regarding the equipment. All deficiencies or repairs considered to be outside the scope of this contract shall be specifically described. Service reports shall be submitted to the respective Administrative Officer or designated maintenance staff for each Correctional Facility within 30 days.
- 10.2 The Contractor shall provide a separate monthly itemized invoice for each building/location to the Administrative Officer for that location.

## 11.0 SERVICE CARDS

- 11.1 The Contractor shall prepare a "record of service" card for each elevator and post in a conspicuous place in each elevator machine room. The card format is optional with the Contractor, but shall contain at least the following information:
- A. Elevator serial number and Department of Labor elevator inspector's designation;
  - B. Date when each preventive maintenance service and inspection (described in Technical Specification Section V) was performed;
  - C. Signature or initials of elevator mechanic performing the work.

Card shall be maintained in each machine room during the life of the contract. When card is replaced or at contract close-out, cards shall be delivered to the Administrative Officer.

END OF TECHNICAL SPECIFICATIONS

## STANDARD CONTRACT FORM

### Goods and Non-Professional Services

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
8. Department of	Division	hereafter the State, and	
9. Contractor		hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4

10.

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

**ARTICLE 2. Performance of Contract:**

- 2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.  
 2.2 Appendix B (not included); insurance and liability requirements are set forth within the contract documents.  
 2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.

**ARTICLE 3. Period of Performance:** The period of performance for this contract begins \_\_\_\_\_, and ends \_\_\_\_\_.

**ARTICLE 4. Considerations:**

- 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$\_\_\_\_\_ in accordance with the provisions of Appendix D.  
 4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of
Mailing Address	Attention:

<b>12. CONTRACTOR</b>	<b>13. CONTRACTING AGENCY</b>
Name of Firm	Department/Division
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer
Date	Date

SCF.DOC (Rev. 04/14)

State of Alaska ITB #180004170 KCC Elevator Modernization Preventative Maintenance Contract  
Additive Alternate #2

**APPENDIX A**

**GENERAL CONDITIONS**

**1. Inspections and Reports:**

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

**2. Suitable Materials, Etc.:**

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

**3. Disputes:**

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

**4. Default:**

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

**5. No Assignment or Delegation:**

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

**6. No Additional Work or Material:**

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

**7. Independent Contractor:**

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

**8. Payment of Taxes:**

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

**9. Compliance:**

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

**10. Conflicting Provisions:**

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

**11. Officials Not to Benefit:**

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

**12. Contract Prices:**

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

**13. Contract Funding:**

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

**14. Force Majeure:**

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

State of Alaska ITB #180004170 KCC Elevator Modernization Preventative Maintenance Contract  
Additive Alternate #2

**15. Contract Extension:**

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

**16. Severability:**

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

**17. Continuing Obligation of Contractor:**

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

**18. Governing Law; Forum Selection**

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

State of Alaska  
Department of Corrections  
**REQUEST FOR CLEARANCE**  
for  
Contractor/Contract Staff Background Checks

Date: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Purpose of this check: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Alaska driver's license #: \_\_\_\_\_

Other states applicant has resided in and the dates: \_\_\_\_\_

Prior criminal history (including the state the offense occurred in) \_\_\_\_\_

Is applicant currently on probation or parole? \_\_\_\_\_ If yes, where? \_\_\_\_\_

Does applicant have any relatives or acquaintances presently incarcerated in Alaska or under the Dept. of Corrections supervision? \_\_\_\_\_ If yes, state the person's name/location: \_\_\_\_\_

Clearance requested by (Contractor): \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

The information that I have provided is true and accurate to the best of my knowledge. I authorize the Department of Corrections to perform a background investigation for any and all prior convictions or current warrants.

Signature of applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

\* \* \* \* \*

APSIN/WANTS:	Clear: _____	Wants: _____	See Attached: _____
NCIC/WANTS:	Clear: _____	Wants: _____	See Attached: _____
Criminal History Check (Alaska)	No record found: _____		See Attached: _____
Criminal History Check (other states)	No record found: _____		See Attached: _____

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Oversight Officer/Superintendent,  
Division of Institutions

Request Granted: \_\_\_\_\_ Request Denied: \_\_\_\_\_

Reason for denial: \_\_\_\_\_

DOC Staff Signature/Title: \_\_\_\_\_ Date: \_\_\_\_\_