

# INVITATION TO BID

ITB No: 2520F018



**STATE OF ALASKA**  
Department of Transportation & Public  
Facilities  
Facilities Contracting and Procurement  
3132 Channel Drive, Suite 350  
Juneau, Alaska 99811-2500

**THIS IS NOT AN ORDER**

**DATE ITB ISSUED: September 10, 2020**

**ITB TITLE: ELEVATOR MAINTENANCE SERVICES FOR DOT/PF FACILITIES**

**SEALED BIDS MUST BE SUBMITTED TO THE DIVISION OF FACILITIES SERVICES CONTRACTING AND PROCUREMENT. BIDS MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 2:00 PM ON OCTOBER 6, 2020 AT WHICH TIME THEY WILL BE PUBLICLY OPENED.**

**DELIVERY LOCATION: SEE BID**

**DELIVERY DATE: SEE BID**

**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.

John White PROCUREMENT OFFICER	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER PREFERENCE? [ ] YES [ ] NO
EMAIL: John.white@alaska.gov	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [ ] YES [ ] NO
PHONE: 907-465-8223	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
_____ ALASKA BUSINESS LICENSE NUMBER	_____ DATE	_____ E-MAIL ADDRESS
_____ FEDERAL TAX ID NUMBER	_____ TELEPHONE NUMBER	

## STANDARD TERMS & CONDITIONS

### 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. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Address	
STATE OF ALASKA Department of Transportation & Public Facilities Facilities Contracting and Procurement 3132 Channel Drive, Suite 350	
<b><u>Physical:</u></b> 3132 Channel Drive, Suite 350 Juneau, Alaska 99801	<b><u>Mailing:</u></b> P.O. Box 112500 Juneau, Alaska 99811-2500
ITB No.: <b>2520F018</b>	
Opening Date: <b>October 6, 2020 @ 2:00 PM</b>	

**4. ELECTRONIC BID SUBMISSION:** Bids may be emailed to [John.White@alaska.gov](mailto:John.White@alaska.gov), no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The State is not responsible for unreadable, corrupt, or missing attachments. It is the Bidder's responsibility to contact the issuing office at (907) 465-8448 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

**5. 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.

**6. 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.

**7. 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.

### 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.

## STANDARD TERMS & CONDITIONS

**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.

**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.

## STANDARD TERMS & CONDITIONS

### 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)

**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, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- (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.

**Note:** Out-of-state business may obtain a business license online, through the Division of Corporations, Business, and Professional Licensing located here: <http://commerce.alaska.gov/dnn/cbpl/Home.aspx>. If any questions in regards to licensing occur, it is the sole responsibility of the bidder to make certain the proper license has been obtained.

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 (5%) 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;
- (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.

**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.

**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 Division of Transportation at one of the following numbers no later than 7 days prior to Bid Opening to make any necessary arrangements.

**Telephone:** (907) 465-8446

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)
ASCII:	1-800-770-3919
STS:	1-866-355-6198 (Speech to Speech)
Spanish:	1-866-355-6199
IP Relay:	Visit <a href="http://www.sprintrelayonline.com">www.sprintrelayonline.com</a> (Internet Relay)
Website:	Visit <a href="http://www.AlaskaRelay.com">www.AlaskaRelay.com</a>

**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 will be performed in the United States.

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

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

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

**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 the procurement of Elevator Maintenance Services for DOT/PF Facilities at various locations across the State as listed.

**CONTRACT ADMINISTRATION:** The administration of this contract is the responsibility of the Procurement Officer of Record for the Department of Transportation & Public Facilities, Statewide Contracting and Procurement.

**CONTRACT PERIOD:** The length of the contract will be from the date of award (approx.-October 15, 2020) through June 30, 2022, with the option to renew for two (2) additional (1) year renewal options, under the same terms and conditions as the original contract. Renewals are to be exercised solely by the State. The State will issue Unilateral Renewal Options for each exercised optional renewal.

**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. The Procurement Officer will provide a copy of the Notice of Intent to each company or person who responded to the ITB. Bidders identified as the apparent low responsive Bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Procurement Officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the 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.

**INVOICES:** Invoices must be sent directly to the ordering 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 merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

**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 will 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 will 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 will be the minimum acceptable limits. **If the Contractor's policy contains higher limits**, the State will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Procurement 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 will be grounds for termination of the Contractor's services. All insurance policies must 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 must 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.

**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 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.

**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.

**PRICES ADJUSTMENTS:** The State will consider price fluctuations during the term(s) of the contract.

The Contractor's Bid Pricing (contract prices) will remain firm from the date of award through June 30, 2022. Beginning July 1 2022, the Contractor may request price adjustments, in writing, thirty (30) days prior to the date the adjustment will take effect. If the Contractor fails to request a CPI price adjustment 30 days prior to the renewal date, the adjustment will be effective 30 days after the State receives their written request.

Prices will be adjusted using the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI-U) for All Urban Consumers - All Items - Anchorage Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average of **July through December of 2021**; and each July through December six-month average thereafter. The percentage difference between those two CPI indexes will be the price adjustment rate for that request.

No retroactive 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. Failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract and the contract will be terminated.

**SITE INSPECTION / PREBID WALKTHROUGH:** Due to COVID-19 issues, no in person walk-throughs are presently scheduled. Potential Bidders can contact the Contracting Officer or Regional Facility Manager for questions related to equipment located at individual work-sites.

Central Region Facility Manager contact: Raymond Heyano (907) 269-5988  
Northern Region Facility Manager contact; Jason Jacobs (907) 451-2203  
South Coast Region Manager contact: Anna Harrison (907) 269-0794

The contact person cannot and will not answer Bidder questions regarding the scope of work to be performed under this ITB or the terms, conditions and specifications of this ITB. All questions must be directed to the Procurement Officer named on the front page of this ITB.

**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 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 the time specified in Technical Specifications, Section 10.0

**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 is a manufacturer's authorized service technician; or, the bidder may provide evidence that they have contracted with a manufacturer's authorized service technician to perform the service work.

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 to provide manufacturer's authorized warranty service.

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 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.

**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.

**REMANUFACTURED/RECONDITIONED EQUIPMENT:** Remanufactured/reconditioned is acceptable provided it meets the requirements of this clause and the requirements of the rest of this ITB. Remanufactured/reconditioned equipment is defined as used equipment that has been remanufactured/reconditioned and restored to new condition. All remanufactured/reconditioned equipment must have the same warranty as new equipment and be certified as maintainable by its manufacturer. Bidders should attach a copy of this certification to their bid. The bidder's failure to provide the document(s) mentioned above, within the time required by the state, will cause the state to consider the bid non-responsive and reject the bid.

**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.

**PARTS BOOKS AND MAINTENANCE MANUALS:** Parts books and maintenance manuals must be provided at the same time that the equipment is delivered. The cost of the parts books and maintenance manuals is to be included in the bid price of the equipment.

**REQUIRED MANUALS AND HARDWARE:** The items purchased are to be shipped complete with the instructions and hardware required for installation. An operator's manual, maintenance manual, and a maintenance schedule must be included with each item when it is delivered. The cost of the installation hardware and the manuals is to be included in the bid price of the equipment.

**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.

**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.

**CONTINUING OBLIGATION OF CONTRACTOR:** The Contractor agrees that none of its responsibilities under this contract are transferable and that the Contractor alone shall continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies.

By signature on the face page of this ITB, the Bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

**CONTRACT CHANGES – MODIFICATIONS:** The State reserves the right to modify, suspend, or cancel the work of the contract or any portion of the Contract, by providing the Contractor with a 30-day written notice. This includes the right to add or subtract facilities to this Contract. If such a change results in a modification to the Contract price (increase or decrease) an amendment will be issued

Work modifications or temporary suspensions shall be immediate in an emergency, or if for any reason the premises become temporarily or permanently un-tenantable. A formal amendment will be issued for any such changes.

**CONTRACT CANCELLATION:** The state reserves the right to cancel the contract at its convenience upon 30 calendar day's 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.

**METHOD OF AWARD:** Award will be made by lump sum for each Lot to the lowest responsive and responsible Bidder. There are 3 Lots. In order to be considered responsive for each Lot, Bidders must bid on all items within that Lot.

## SPECIFICATIONS

NOTE: A Bidder's failure to comply with any of the following, within the time constraints set by the State, may cause the State to consider the Bidder non-responsive.

### DOCUMENTS REQUIRED AT TIME OF BID OPENING:

- 1) List of Personnel, and proof of qualifications, that will be working in the buildings.
- 2) Letters of reference.
- 3) Name of Personnel by location assigned to the contract work. Minimum of two for Anchorage and Fairbanks, and identify list of staff for other locations.

NOTE: Changes to personnel must be approved, in writing, by the Project Manager. Any deviations or changes made without prior approval will be grounds for termination of the contract.

**Subcontracting work on this project is not permitted.**

### DOCUMENTS REQUIRED UPON CONTRACT AWARD:

- 1) The Contractor must provide, to the Project Manager, a proposed work schedule listing the anticipated performance dates / days of all scheduled work under the contract for approval.
- 2) Certificates of Insurance listing the State of Alaska as an additional insured, and a copy of a current State of Alaska business license.
- 3) Background check information for any staff assigned to work on State facilities as required.

#### 1.0 GENERAL CONDITIONS:

##### 1.01 BILLING INSTRUCTIONS

- a. Invoices will be submitted to the attention of the Project Manager. Project Manager will make payment only after verifying that the services have been provided in accordance with the contract requirements. Modifications to the contractor's invoice, resulting from defective work or improper billing procedures, shall only be made following written notice to the contractor by the Project Manager. Questions or disputes concerning the contractor's payment must be presented in writing to the Project Manager. Invoices must be provided in an acceptable format. The Project Manager reserves the right to request backup documentation in support of the invoices in question. Failure to provide the requested backup material may result in partial payment or rejection of the billing. Requested backup may include, but is not limited to, employee time sheets and pay records, record of subcontractor payments, bills of sale for equipment and supplies, and evidence of timely tax or employee compensation payments.

b. Include on the invoice the following items:

- Contract Number
- Building Name(s)
- Work Period (e.g. January 1, 2016)
- Services Performed (e.g. Daily / Weekly Service)
- Personnel Assigned
- Total Time
- Total Billed / Invoiced

c. Mail invoices to:

Department of Transportation & Public Facilities  
Division of Facilities Services - Attn: JNU Hub  
PO Box 112500  
Juneau, AK 99811

Invoices may be emailed to: [dotdfsadmin@alaska.gov](mailto:dotdfsadmin@alaska.gov)

## **1.02 PRORATION OF PAYMENTS**

Proration of payment to the Contractor for services provided which are of less than a full month as described below are defined as:

Payment for services of less than one (1) month will be computed by dividing the monthly rate by thirty (30), then multiplying that number times the number of day's services were performed.

## **1.03 SAFE PRACTICES**

Acceptable safe practices must be followed in the performance of all work under this contract. The contractor will comply with all standards prescribed by the State of Alaska, Department of Labor, Division of Labor Standards and Safety, and accepted industry standards. The safety of the public and employees of the building are to be considered at all times.

## **1.04 BUILDING SECURITY**

Security of the building will be considered at all times. All entry doors will be checked whenever entering or leaving the building. The Contractor will ensure that all outside doors are kept locked at all times except when the building is normally open to the public. Interior building doors must remain locked except while work in the immediate area is in progress. The Contractor's employees are required to turn off all lights (excluding those indicated as security) and close and lock all doors and windows at the end of each work period. Failure to complete this task will be considered grounds for a Service Deficiency Claim.

### **1.05 KEY CONTROL**

Special emphasis is placed on key control, either hard keys or key cards. The Contractor is required to sign for all keys. All keys are to be obtained from the Regional Project Manager or their assigned representative. No duplications are to be made. In the event of lost keys, contact the Facilities Maintenance Office for replacements. The Contractor shall be liable for all costs incurred due to lost or misplaced keys, including the cost of re-keying any and all doors affected.

### **1.06 CONDUCT OF WORK**

All work performed under this contract shall be completed without interfering with the proper performance of the facilities operation, the public in its use of the building, State business or work being done by other contractors.

The contractor shall be liable for all costs incurred due to theft, damages, or misuse of state-owned equipment by its employees.

### **1.07 CONTRACTOR AND EMPLOYEE QUALIFICATIONS**

The Contractor and all employees must be capable and experienced in the type of work to be performed under this Contract. The Project Manager may require removal of any worker whom it deems incompetent, insubordinate, or otherwise objectionable. The Project Manager may also require removal of any worker whose continued employment is deemed contrary to the public, tenants, or facilities best interests. **The Contractor shall include two letters of reference from current or previous employers with their bid response at the time of bid opening, verifying successful completion of similar type and scope of work over the last two year period.**

At bid opening, the Contractor must provide the State with a listing of proposed personnel, and their qualifications, that will be working at the building(s) in performance of the contractual requirements. Throughout the Contract period, any changes to the personnel list will be submitted to the Project Manager within 24 hours of the change. All personnel must be approved by the Project Manager prior to the person(s) entering the facility. No deviation to this requirement will be accepted. Failure to follow this procedure may result in the Contract being terminated.

### **1.08 COMMUNICATIONS/SUPERVISION**

At least one (1) person at the supervisory level, who can speak, read and write English fluently, must be present at all times during the performance of any work under this Contract. The supervisor will be empowered to act for the Contractor.

### **1.09 PRESENCE OF MINORS/NON-EMPLOYED PERSONS**

No minors under sixteen (16) years of age, including family members of the Contractor or his employees, are to be on the work site during contract work hours and are prohibited from performing any work under this contract. The Contractor or his employees are prohibited from bringing any persons not employed by the contractor to the Project site during contract work hours. Failure to follow these procedures may result in the contract being terminated.

### **1.10 SAFETY DATA SHEETS (SDS)**

In accordance with federal law and as a condition of the Contract Award, the Contractor shall provide to the Project Manager evidence that copies of all Safety Data Sheets (SDS), (relating to all the chemicals and cleaning agents that are to be used in the performance of this Contract) are available to their employees. Within two days, the Contractor shall provide to the Project Manager copies of all requested SDS. The Contractor shall maintain a file of SDS (if needed) in a standard three ring binder which is easily accessible at the Project Site.

### **1.11 WORK SCHEDULE**

Upon Contract Award the Contractor shall provide to the Project Manager, for approval, a proposed detailed work schedule listing the anticipated performance dates/days of all scheduled work under the Contract. Updated schedules shall be provided to the Project Manager upon request or in the event that dates/days change from those originally shown. In addition, the Project Manager shall be notified forty eight (48) hours in advance of performing any non-routine work.

### **1.12 WORK HOURS**

Services may generally be performed during normal State business hours (8:00 AM – 5:00 PM) weekdays. Alternate times may be scheduled with the Project Manager's approval, as necessary to prevent disruptions to State operations.

### **1.13 INTENT OF SPECIFICATIONS**

It is the intent of this document to describe the scope of Elevator maintenance services necessary to ensure satisfactory performance of the work at the project site and such services to be provided by the contractor in accordance with the contract. Any work, materials or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result, shall be supplied without any adjustment in contract price or contract time, whether or not specifically called for.

### **1.14 CONTACT INFORMATION (24/7)**

The Contractor shall provide the Project Manager with contact information in case of emergency.

### **1.15 TRAVEL REIMBURSEMENT**

Travel will only be reimbursed for extra work when authorized by Change Order or for Emergency Call-Backs.

Per Diem will be paid at the State rate of \$60.00 per day. Lodging is for Standard Room Rates based on actual costs. Airfare is limited to coach fare only. The contractor must furnish copies of all airfare and lodging receipts for reimbursement.



## **2.01 EQUIPMENT/SUPPLY STORAGE**

If requested and when possible, assigned storage room(s) may be made available to the contractor. The storage area is for storage of equipment, materials and supplies used in the performance of this contract. The contractor and his employees will be responsible for keeping this area neat, orderly, clean and odor free at all times. All storage rooms will be subject to inspection by the Project Manager for compliance with these conditions.

## **2.02 TEMPORARY SUSPENSION OF THE CONTRACT**

The State reserves the right to suspend the work of the contract or any portion of the Contract if the State quits or surrenders the premises or a portion of the premises for any reason, by providing the Contractor with a 30-day written notice. Suspension shall be immediate if for any reason the premises become temporarily or permanently untenable. If temporarily untenable, once the premises are again usable, the State shall so notify the Contractor and the janitorial services shall resume as though no disruption had occurred, except that payment shall be adjusted to reflect services not performed.

# **TECHNICAL SPECIFICATIONS**

## **3.0 SCOPE OF WORK:**

3.1 The Contractor shall provide and be required 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.
- C. The Contractor shall provide a separate monthly itemized invoice for each building/location.
- D. The Contractor shall reprogram all elevator emergency phones or call buttons to the Contractor's provided call-back service within two days of commencing work. Changes shall be provided to other service providers if necessary.

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

- A. Rebuilding or replacement of major elevator and escalator components.
- B. New construction or modification of existing equipment.
- C. Repair of damage caused by negligence or misuse of elevator and escalator 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.

4.0. CONTRACTOR'S QUALIFICATIONS AND SECURITY

- 4.1 The Contractor will have a minimum of two resident service personnel based in Anchorage and Fairbanks, Alaska for 24/7/365 call back service availability. Other locations must have technicians available for dispatch as needed based on scheduled maintenance, and within the time parameters called out in section 10.0 for emergency or call back work.
- 4.2 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.
- 4.3 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.
- 4.4 Required for Award and for the Duration of the Contract
  - 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.
  - B. Prior to commencing work under this contract, the Contractor will provide all security clearance documentation required by the State of Alaska to work in both DOT/PF controlled facilities and the Alaska Court System (ACS) facilities. These requirements will apply to all similar facilities within the State. All Contractor personnel working on the premises shall wear a picture ID Card. See "Attachment #1" for ACS specific security requirements.
  - C. General Background Check Procedures
    - 1) The Contractor is required to obtain a background check through the Alaska Department of Public Safety (at Contractor expense) for any person performing work on site under this contract. The background check information will be submitted to the Contracting Officer and Project Manager for approval prior to the commencement of any work.
    - 2) The State reserves the right to deny access based on what is deemed to be in the best interest of the State. Background checks will remain confidential in the facility manager's office.
    - 3) The Contractor will be notified within 72 hours of submittal of acceptance or denial for each individual to work on this contract.

- 4) Approval or denial of all background checks will be at the sole discretion of the State, and is final.
- 5) Additional security clearance is required for working in Court System facilities. See "Attachment 1" for additional instructions.

All costs involved with obtaining security clearances, fingerprints, and picture ID cards will be borne by the successful bidder. 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.

## 5.0 COMPLIANCE WITH SAFETY CODES

- 5.1 The Contractor shall maintain elevator and escalator 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 regional Project Manager 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 regional Project Manager.
- 5.2 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 regional Project Manager 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 regional Project Manager.
- 5.3 The Alaska Department of Labor and Workforce Development, Labor Standards and Safety, Mechanical Inspection will be the first and final interpretive authority regarding code interpretation issues.

## 6.0 WORKING HOURS AND CONDITIONS

- 6.1 Services may be performed during normal State business hours (8:00 a.m. to 5:00 p.m. weekdays). **Notify the designated State contact or regional Project Manager any time work is performed under this contract. Alternate times may be approved upon request.**
- 6.2 To prevent unnecessary disruption to State operations, the Contractor shall coordinate with the designated State contact person at each facility or regional Project Manager for any and all planned equipment shutdowns. All work to be performed outside of normal business hours shall be coordinated with the designated State contact person or the regional Project Manager.

## 7.0 PREVENTATIVE MAINTENANCE SERVICES

- 7.1 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.
- 7.2 In addition to all code required services, 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 manufacturer's recommended service procedures:
- A. Perform a complete operational check of each elevator, escalator, lift and dumbwaiter. 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. Check car lighting fixtures (including emergency lighting); replace burned-out lamps and ballasts as necessary. Check all escalator demarcation lights and replace as necessary.
  - C. Replace escalator comb plates with broken teeth when notified.
  - D. Check operating components requiring periodic lubrication. Lubricate as necessary, following manufacturer's recommendations and specifications.
  - E. 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.
- 7.3 Perform all required periodic inspections and tests of elevators, escalators, platform lifts, and dumbwaiters. Including annual and 5-year testing, at intervals and to specifications required by the ASME A17.1 Code, Section 8.6, Maintenance, Repair, Replacement and Testing, ASME A17.1 Code, Section 8.11 Periodic Inspections and Witnessing of Tests, and ASME A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts or authority having jurisdiction, if more stringent.
- Provide the designated State contact 10 days advance notice prior to performing any periodic inspections and tests. Inspections and tests done without advance notice will be rejected. The State reserves the right to have testing witnessed by an independent party or use their own inspectors. A negative report from the witness shall be cause for rejection.
- 7.4 A maintenance task or periodic test that is overdue will be subject to a service deficiency notice. If a maintenance task or periodic test is overdue the State reserves the right to have the work done by others and deduct the amount from the Contractor payments.
- 7.5 Deliver copies of test reports to State contact within 10 days after performing required tests.

## 8.0 REPLACEMENT PARTS

- 8.1 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 escalators serviced at each locality.
- 8.2 The Contractor shall demonstrate to the satisfaction of the regional Project Manager 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.
- 8.3 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.
- 8.4 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 regional Project Manager a written schedule for delivery.  
Replacement parts shall meet the elevator original equipment manufacturer's specifications in all respects.
- 8.5 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 two hundred dollars (\$200) or less each, f.o.b. jobsite, excluding any supplier's handling charge.
- 8.6 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 ten percent (10%). "Major" parts are defined as costing over two hundred dollars (\$200) each, f.o.b. jobsite, excluding any supplier's handling charge.
- 8.7 The Contractor shall warranty and guarantee all replacement parts and labor 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 regional Project Manager a copy of the guarantee.

## 9.0 MAJOR REPAIRS

- 9.1 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.
- 9.2 After determining, as far as practicable, the extent of major repairs needed to restore defective equipment to full service, the Contractor shall provide the regional Project Manager 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 regional Project Manager. The final change order price for major repairs shall be determined in accordance with the contract documents and conditions.

#### 10.0 EMERGENCY SERVICE

- 10.1 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 within the corporate limits of Fairbanks and Anchorage the Contractor shall respond to call-backs within (2) hours (30 minutes for emergency entrapments). 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)
- 10.2 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 regional Project Manager or designated State contact. For bidding purposes only, it is assumed that emergency service will be required six (6) times per year per elevator, escalator, platform lift, and dumbwaiter and have a duration of one (1) hour. All emergencies or call-outs for additional service shall be paid at the bid rate per hour specified on the bid schedule, or fraction thereof.
- 10.3 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.

#### 11.0 INSPECTIONS

- 11.1 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 regional Project Manager 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.

#### 12.0 CODE AUTHORITY REPORTS

- 12.1 The regional Project Manager will provide in writing to the Contractor, a list of required or recommended corrections noted by the Code Authority. These items shall be completed within the specified time frame unless agreed to by the Contract Administrator. The Contractor shall provide written notice that the work has been completed.

#### 13.0 SCHEDULES, LOGS, REPORTS AND DOUMENTATION

- 13.1 Comply with the most current ASME A17.1.
- 13.2 Within 21 days after award, provide a Maintenance Control Program (MCP) for each piece of equipment for **review and approval**. Identify unique maintenance procedures or method required for inspection, test, and replacement for the equipment.

- 13.3 All MCP maintenance frequencies shall be noted in months only, and no frequency shall be more than twelve months. The contractor may submit a request for approval for a frequency longer than twelve months for an individual maintenance task. The request must show cause in order to be considered for approval.

The Contractor may request the use of run counts to determine maintenance frequencies. The most restrictive needs to apply and trigger the inspection or maintenance task.

- 13.4 Within 21 days after award the Contractor shall fully comply with A17.1, Rule 8.6.1.2.2, On-Site Documentation. Which will include but is not limited to: up-to-date wiring diagrams, procedures for inspections and tests not described in ASME A17.2, written checkout procedures, written procedures for evacuation and cleaning.

#### END OF TECHNICAL SPECIFICATIONS

#### **ATTACHMENT LISTING:**

**Attachment #1** – Court System Specific security requirements

#### **BIDDERS RESPONSE CHECKLIST:**

- 1) Page 1: Bid Face Page - Completed, Signed, and Dated
- 2) Page 13: All documentation required at Bid Opening (Items 1 thru 3)
- 3) Page 24 - 28: Bid Schedule- Completed
- 4) Letters of Reference

## ATTACHMENT #1 - Alaska Court System Security Requirements

**A Security Clearance:** Prior to commencement of any work on the Premises, the ACS requires each contractor and subcontractors, agents, principal, officer and employees, who will work on court Premises, to provide a State of Alaska, Criminal History Report. ACS may also require fingerprints be taken. The General Contractor shall ensure these requirements are met and pay for all costs associated with obtaining the Report and Fingerprints at:

State of Alaska  
Department of Public Safety  
Building Security Section  
5700 East Tudor Road  
Anchorage, Alaska 99504

- 1) The court system uses the following guidelines when evaluating criminal background:
  - a Any person with the following conditions may not work or provide any kind of services on the ACS Premises, unless the ACS Facilities Manager has agreed to waive the disqualification under Section 3) below
    - i Has been convicted of a violent crime or crime of theft within last 5 years
    - ii Has been convicted of more than 2 misdemeanors in last 5 years
    - iii Has been convicted of more than one felony in previous 10 years
    - iv Has an on on-going case in the court where work is being performed with ACS (until case is resolved).

### Application.

- b Prior Convictions. Multiple convictions arising out of the same criminal episode will be considered a single prior conviction for purposes of this rule.
  - c Definitions. The following definitions apply to this rule:
    - i "Crime" means a felony or misdemeanor.
    - ii "Felony" means a crime that is a felony under the laws of this state or another state.
    - iii "Misdemeanor" means a crime that is a misdemeanor under the laws of this state or another state.
    - iv "Violent crime" means murder, manslaughter, criminally negligent homicide, assault, reckless endangerment, stalking, kidnapping, sexual assault, sexual abuse, domestic violence, robbery, extortion, or coercion under the laws of this state or any other state.
    - v "Serious property crime" means theft, burglary, arson or forgery under the laws of this state or another state.
- 
- 2) **Waiver by Facilities Manager.**
    - a Standard for Waiver. The facilities manager may waive the disqualification and permit a person to perform work unless disqualification is mandatory under Section 1.a-c above. In deciding whether to grant a waiver, the facilities manager will consider the following factors:
      - i the nature and gravity of the offense or offenses;
      - ii the time that has passed since the conviction and completion of the sentence;
      - iii the number of convictions;
      - iv the nature of the work; and
      - v the level of supervision of the employee at the work site;
      - vi any other facts or circumstances that may have a bearing on the suitability of the employee's presence in a court facility.
    - b **Mandatory Disqualification.** No waiver will be granted if:
      - i the person was convicted of a violent crime or crime of theft within five years of the application date;
      - ii the contractor or person fails to provide criminal background information requested by ACS.



- 4) The ACS may limit or reject certain individuals if their presence is determined by the Contracting Officer to be detrimental to the normal conduct of the Tenant's business.
- 5) Much of the business of the ACS is necessarily confidential and not subject to public disclosure. The confidentiality of draft opinions, internal memoranda, conversations regarding pending issues and other court business are essential to the court's function. Additionally, records related to personnel issues, procurement proceedings, internal policy discussions, and other administrative issues are also confidential. Prior to commencing any work under this contract, the general contractor and their subcontractors, agents, principals, officers or employees who supply goods or services to the Premises shall inform all contractors, agents, principals, officers, and employees working on the Premises that the disclosure of any confidential court business observed or overheard may result in permanent removal from the Premises and may be grounds for termination of contract and even criminal prosecution.

**BID SCHEDULE**

**Three Lots - (Northern Region, Central Region, and South Coast Region) – Four Bid sheets follow**

**Lot #1 - Northern Region DOT&PF Bid Schedule  
Elevator Maintenance**

<b>Location—Facility</b>	<b>Equipment Description</b>	<b>Monthly Maintenance (Price/Month) Column 1</b>	<b>Emergency Call-backs (Price/Each) Column 2</b>	<b>TOTAL FACILITY BID Column 3</b>
Fairbanks: Rabinowitz Courthouse 101 Lacy Street Contact: Daron Hartman (907) 452-9230	Dover Passenger Elevator #1 Dover Freight Elevator #2 Dover Passenger Elevator #3 Dover Passenger Elevator #4 Dover Passenger Elevator #5  Subtotal - \$ x 12  <b>Total - \$</b>	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ x 12	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ x 6	
Fairbanks: Regional Office Building 675 7th Avenue Contact: Corey Steele (907) 451-2906	Otis Passenger Elevator   <b>Total - \$</b>	\$ _____ x 12	\$ _____ x 6	
Fairbanks: Regional Public Health Center 1025 West Barnette Contact: Diane Johnson (907) 451-1658	Dover Passenger Elevator - <b>Quarterly Inspection</b>   <b>Total - \$</b>	\$ _____ x 4	\$ _____ x 6	
Fairbanks: DOT&PF Northern Region Complex  Heavy Equipment Building Maintenance & Operations Building (Both at 2301 Peger Road) Contact: Daniel Gibson (907) 451-2306	U.S. Freight Elevator - <b>Quarterly Inspection</b>  Cheney Vertical Platform Lift - <b>6 Month Inspection</b> Cheney Vertical Platform Lift - <b>6 Month Inspection</b>  Subtotal - \$  <b>Total - \$</b>	\$ _____ x 4 \$ _____ \$ _____ x 2	\$ _____ x 6 \$ _____ \$ _____ x 6	
Fairbanks: International Airport Contact: Dana M. Bowen (907) 474-2516	Otis Passenger Elevator #1- Admin. Offices Otis Passenger Elevator #2- Gate 1 U.S. Passenger Elevator #3- Passenger Screening Otis Passenger Elevator #4- Customs Otis Escalator #1- Departing Passengers Otis Escalator #2- Arriving Passengers Otis Escalator #3- Customs Otis Elevator Maintenance Facility Thyssen Krupp Airport Response Center  Subtotal - \$ x 12  <b>Total - \$</b>	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ x 12	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ x 6	
Nome: State Office Building Contact: Tyler Johnson (907) 443-3430	Otis Passenger Elevator (Bi-Monthly Service)   <b>Total - \$</b>	\$ _____ x 6	\$ _____ x 6	
Nome: ARFF/SREB Contact: Tyler Johnson (907) 443-3430	Garaventa Vertical Lift (Price Per Yearly Service)   <b>Total - \$</b>	\$ _____ x 1	\$ _____ x 6	

**Lot #1 - Northern Region DOT&PF Bid Schedule  
Elevator Maintenance**

<b>Location—Facility</b>	<b>Equipment Description</b>	<b>Monthly Maintenance (Price/Month) Column 1</b>	<b>Emergency Call-backs (Price/Each) Column 2</b>	<b>TOTAL FACILITY BID Column 3</b>
Kotzebue: ARFF/SREB Contact: Tyler Johnson (907) 443-3430	National Wheel-O-Vator Vertical Lift (Price Per Yearly Service)	\$ _____ x 1	\$ _____ x 6	
	<b>Total -</b>	<b>\$ _____</b>	<b>+ \$ _____</b>	<b>= \$ _____</b>
Deadhorse: Combined Facility Contact: Brian Rice (907) 987-6409	National Wheel-O-Vator Vertical Lift (Price Per Yearly Service)	\$ _____ x 1	\$ _____ x 6	
	<b>Total -</b>	<b>\$ _____</b>	<b>+ \$ _____</b>	<b>= \$ _____</b>

One (1) Contract Award will be made for all buildings listed on this page based on "TOTAL BID for Northern Region".

**TOTAL BID Northern Region** ..... ->

\$ \_\_\_\_\_

**Hourly rate for additional services**      Hourly rate \$ \_\_\_\_\_ Not included in total.

Bid Schedule Instructions:

- 1 Bidders must submit a bid for all facilities listed in Northern Region. Prices shall be submitted for ALL equipment at all facilities listed.
2. Unit prices written in Columns [1] and [2] will govern if errors are made in calculating extensions, subtotals and totals.

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**Lot #2 - Central Region DOT&PF Bid Schedule  
Elevator Maintenance**

**LOT #2 - Central Region**

Location—Facility	Equipment Description	Monthly Maintenance (Price/Month) Column 1	Emergency Call-backs (Price/Each) Column 2	TOTAL FACILITY BID Column 3
<b>Anchorage:</b> Boney Court Building 303 K Street Contact: Tom Ruttle (907) 529-8856	Otis Passenger Elevator #1 Otis Passenger Elevator #2 Otis Passenger Elevator #3 Otis Passenger Elevator #4 Otis Passenger Elevator #5 Otis Dumbwaiter #1	\$ - \$ - \$ - \$ - \$ - \$ - X12 \$ -	\$ - \$ - \$ - \$ - \$ - \$ - X6 \$ -	\$ -
<b>Anchorage:</b> DOT&PF Aviation Building 4111 Aviation Dr. Contact: Chris Moore (907) 717-4074	Otis Passenger Elevator	\$ - X12 \$ -	\$ - X6 \$ -	\$ -
<b>Anchorage:</b> DOT&PF State Equipment Fleet 4801 Boniface Contact: Raymond Heyano (907) 529-5183	US Freight Elevator	\$ - X12 \$ -	\$ - X6 \$ -	\$ -
<b>Anchorage:</b> Nesbett Court Building 825 W. 4th Ave Contact: Matt Cruiskshank (907) 631-1450	Dover Passenger Elevator #1 Dover Passenger Elevator #2 Dover Passenger Elevator #3 Dover Passenger Elevator #4 Dover Passenger Elevator #5 Dover Passenger Elevator #6 Dover Passenger Elevator #7	\$ - \$ - \$ - \$ - \$ - \$ - \$ - X12 \$ -	\$ - \$ - \$ - \$ - \$ - \$ - \$ - X6 \$ -	\$ -
<b>Anchorage:</b> Snowden Administrative Bldg 820 W. 4th Ave Contact: Raymond Heyano (907) 529-5183	Dover Passenger Elevator Access Industries Vertical Lift	\$ - \$ - X12 \$ -	\$ - \$ - X6 \$ -	\$ -
<b>Anchorage:</b> Thai Building 444 H Street Contact: Raymond Heyano (907) 529-5183	Dover Passenger Elevator	\$ - X12 \$ -	\$ - X6 \$ -	\$ -
<b>Kenai:</b> Combined Facility 145 Main Street Loop Contact: Larry Tews (907) 545-2210	U.S. Passenger Elevator	\$ - X12 \$ -	\$ - X6 \$ -	\$ -

One (1) Contract Award will be made for all buildings listed on this page based on "TOTAL BID for Central Region".

**TOTAL BID Central Region** -----> \$ \_\_\_\_\_

**Hourly rate for additional services** Hourly rate \$ \_\_\_\_\_ Not included in total.

**Bid Schedule Instructions:**

- 1 Bidders must submit a bid for all facilities listed in Central Region. Prices shall be submitted for ALL equipment at all facilities listed.
2. Unit prices written in Columns [1] and [2] will govern if errors are made in calculating extensions, subtotals and totals.

**Lot #3 - South Coast Region DOT&PF Bid Schedule  
Elevator Maintenance**

<b>Location—Facility</b>	<b>Equipment Description</b>	<b>Monthly Maintenance (Price/Month) Column 1</b>	<b>Emergency Call-backs (Price/Each) Column 2</b>	<b>TOTAL FACILITY BID Column 3</b>
Kodiak Combined Facility (Courthouse)  Contact: ToDD Dorman (907) 539-2655	US Elevator Corp. Passenger Elevator	\$ _____ x 12	\$ _____ x 6	
<b>Total -</b>		\$ _____	+\$ _____	= \$ _____
Kodiak Regional Office Bldg  Contact: Todd Dormann (907) 539-2655	Otis Passenger Elevator	\$ _____ x 12	\$ _____ x 6	
<b>Total -</b>		\$ _____	+\$ _____	= \$ _____
Ketchikan Court and State Office Bldg  Contact: Anna Harrison (907) 903-9615	Otis Passenger Elevator #1 Otis Passenger Elevator #1	\$ _____ \$ _____ x12	\$ _____ \$ _____ x 6	
<b>Total -</b>		\$ _____	\$ _____	= \$ _____
Juneau AMHS Reservations Bldg 7 Mile Glacier Hwy Contact: Bill Campbell (907) 500-4578	Thyssen-Krupp Passenger Elevator	\$ _____ x12	\$ _____ x 6	
<b>Total -</b>		\$ _____	\$ _____	= \$ _____

One (1) Contract Award will be made for all buildings listed on this page "TOTAL BID for Lot #3 - Southcoast Region".

**TOTAL BID South Coast Region** ----->

\$ \_\_\_\_\_

**Hourly rate for additional services** Hourly rate \$ \_\_\_\_\_ Not included in total.

Bid Schedule Instructions:

- 1 Bidders must submit a bid for all facilities listed in South Coast Region. Prices shall be submitted for ALL equipment at all facilities listed.
2. Unit prices written in Columns [1] and [2] will govern if errors are made in calculating extensions, subtotals and totals.

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