

STATE OF ALASKA INVITATION TO BID (ITB)



Elevator Maintenance on AMHS Vessels

2524S026

AUGUST 4, 2023

IMPORTANT NOTICE: If you received this solicitation from the State of Alaska’s “Online Public Notice” web site, you must register with the procurement officer listed below in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that they comply with the following:

- (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 the following forms of evidence 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 affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, 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;
 - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
 - the bid will remain open and valid for at least 90 days;
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder’s current Alaska business license in order to receive 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.

Cherish Petrenchak Procurement Officer	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
Phone: (907) 465-8447	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: cherish.petrenchak@alaska.gov	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Transportation, Division of Administrative Service, is soliciting bids for a contractor to provide as needed testing, repair, support services, scheduled monthly preventative maintenance, and annual inspection and certification of vessel passenger and service elevators for the vessels of Alaska Marine Highways (AMHS).

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00 Alaska Time on August 24, 2023, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE

In order for a bid to be considered responsive the bidder must meet these minimum prior experience requirements:

- Bidders must provide evidence that the person performing the service work has a minimum of three (3) years' experience.
- Acceptable evidence of the service technician's competence may take the form of a letter or certificate, signed by an authorized officer of the manufacturer, that the service technician has been trained and authorized by the manufacturer.
- The bidder's failure to provide the evidence mentioned above, within the time required by the state, may cause the state to consider the bid non-responsive and reject the bid.

A bidder's failure to meet these minimum prior experience requirements will cause their bid to be considered non-responsive and rejected.

SEC. 1.04 INVITATION TO BID (ITB) REVIEW

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

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

SEC. 1.06 SUBMITTING BIDS

Bids may be submitted two ways, by E-mail or Mailing in a Hard Copy. Faxed or oral bids will not be accepted

If Submitting Bids by Mailing in a Hard copy:

Bidders must submit one hard copy of their bid, in writing, to the procurement officer in a sealed package. The sealed bid package must be addressed as follows:

If using U.S. mail, please use the following address:

Department of Transportation & Public Facilities
Division of Administrative Services
Attention: Cherish Petrenchak
ITB Number: 2524S026.

ITB Title: Elevator Maintenance on AMHS Vessels

P.O BOX 112500

3132 Channel Drive, Suite 350
Juneau, Alaska 99811-2500

If using a delivery service, please use the following address:

Department of Transportation & Public Facilities
Division of Administrative Services
Attention: Cherish Petrenchak
ITB Number: 2524S026

ITB Title: Elevator Maintenance on AMHS Vessels

3132 Channel Drive, Suite 350
Juneau, Alaska 99801-2500

Please take into consideration that due to weather, scheduling, and location there is no overnight delivery service to Juneau, Alaska.

It is the bidder's responsibility to contact the issuing agency at 907-465-8949 to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

If submitting a bids via email:

The bid may be emailed to dotstatewideprocurement@alaska.gov and must contain the ITB number in the subject line of the email. 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.

Please note that email transmission is not instantaneous. Similar to sending a hard copy bid, if you are emailing your bid, the state recommends sending it ahead of time to ensure the email is delivered by the deadline for receipt of bid.

SEC. 1.07 BID FORMS

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

BIDDER'S CERTIFICATION

By signature on the bid, the bidder certifies that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

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

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SEC. 1.08 PRICES

The bidder shall state prices in the units of issue on this ITB. 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.

SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY

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

SEC. 1.10 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

SEC. 1.11 AMENDMENTS TO THE ITB

If an amendment is issued, it will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the State of Alaska Online Public Notice website.

SEC. 1.12 ITB SCHEDULE

The ITB schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / ITB Released		August 4, 2023
Deadline for Receipt of Bids / Bid Due Date	2:00 P.M.	August 24, 2023
Bid Evaluations Complete		August 29, 2023
Notice of Intent to Award		September 1, 2023
Contract Issued		September 12, 2023

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Transportation, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.13 ALTERNATE BIDS

Bidders may only submit one bid for evaluation. In accordance with 2 AAC 12.830 alternate bids (bids that offer something different than what is asked for) will be rejected.

SEC. 1.14 SUPPORTING INFORMATION

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

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

SEC. 1.15 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the 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.

SEC. 1.16 CONTRACT TERM

The length of the contract will be from the date of award, approximately February 1, 2024, through January 31, 2025, with the option to renew for Four additional One-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

SEC. 1.17 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Transportation, Division of Administrative Services.

SEC. 1.18 CONTRACT FUNDING

Payment for the contract is subject to funds already appropriated and identified.

SEC. 1.19 CONTRACT EXTENSION

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

SEC. 1.20 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 1.21 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 1.22 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 1.23 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed, and managed varies where the vessels are.

SEC. 1.24 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 1.25 SCOPE OF WORK AND SPECIFICATIONS

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

1.0 Annual Survey and Report Service

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

2.0 Preventative Maintenance Services

- 2.1 The contractor shall perform periodic inspections and tests of elevator, equipment at intervals required by the ASME/ANSI A 17.1 Code, Part X, or other governing authority, if more stringent. Provide Preventative Maintenance Service to all elevators specified in this ITB. This service will occur monthly when the vessel is online or in lay-up status. The contractor shall bill AMHS a monthly flat rate for Preventative Maintenance Service. The AMHS reserves the right to reduce Preventative Maintenance from monthly to bi-monthly provided it results in a cost savings to the AMHS. It is the contractor's responsibility to schedule

Preventative Maintenance Service. The AMHS shall only pay for service provided. Failure to provide service is considered a default. Monthly service will be required for the electric elevators; bimonthly will be considered for vessels with hydraulic elevators.

- 2.2 AMHS vessel schedules are subject to change. The contractor shall utilize the monthly AMHS vessel schedule to determine when and at which port each vessel will receive preventative maintenance services. The contractor will create a monthly calendar that will state the date, time, port, and vessel that each vessel will receive preventative maintenance services. The calendar will then be forwarded to each Port Engineer to review and make corrections after which the calendar will be forwarded to each Vessel Engineer. Failure to maintain the schedule without concurrence of the AMHS shall be considered a service deficiency.
- 2.3 Unless superseded by more stringent requirements of these specifications, conform to requirements of the ASME/ANSI A17.1 Code, Section 1206 MAINTENANCE, and elevator technical manual.
- 2.4 Perform a complete operational check of each elevator parameters, including but not limited to:
 - Test all mechanical safety edges, detectors, impact switches and door open and close buttons.
 - Check general operation of control panel. Check for any bad contacts and excessive arcing on relays and contactors.
 - Check all oil levels.
 - Check operating components requiring periodic lubrication. Lubricate as necessary, following manufacturer's recommendations and specifications.
 - Maintain machine rooms, hoistway pits, elevator car tops including equipment in these areas, in clean condition.
 - Remove excessive lubricant and wipe up oil leaks.
 - Check general operation of selector.
 - Check operation of all car and hall pushes.
 - Check condition of all deck, direction indicators and emergency lights. Lamp up as required.
 - Ride on car upwards and downwards noting any irregularities.
 - While riding car inspect, truck, guide shoes, ways, and cables.
 - Check all doors and associated equipment.
 - Clean and lube the elevator as required.
 - Replace worn and defective "consumable" parts, and adjust equipment for proper operation, following manufacturer's recommendations and code requirements.
 - Maintain proper operation of elevator car and hoistway doors. Adjust or repair equipment as required. Check starting, operating, leveling, stopping, and locking to maintain operation within manufacturer's tolerances.
- 2.5 At completion of an inspection, provide a written service report to the Chief Engineer before leaving the vessel. The report shall briefly indicate the maintenance and inspection actions performed. Any deficiencies or recommendations shall be noted. To meet ISM requirements, the service report shall also include the following details: vessel, date, time, location, name of equipment inspected, Elevator Service Technician's name, and Chief Engineer's name.

- 2.6 Provide copies of inspection and test reports to the AMHS Port Engineer within five (5) days after performing required inspections and tests.
- 2.7 Prior to leaving each service call the Service Tech shall have the vessel Chief Engineer sign a service call form (contractor provided). This confirmation of service call shall accompany the subsequent invoice. Invoices will not be paid without a service call confirmation signature.

3.0 Call-back / Emergency Service

- 3.1 The contractor shall provide as-needed Call-back / Emergency Service to all elevators specified in this ITB twenty-four (24) hours a day, seven (7) days a week, including holidays. Contractor is expected to maintain an inventory of consumable parts. AMHS vessels operate between Bellingham, WA and Kodiak, AK. Emergency service may be required at any port served by AMHS.
- 3.2 The contractor shall respond to AMHS emergency calls within thirty (30) minutes of missed call or message.
- 3.3 The contractor and vessel engineer shall agree on a scope of work, a not to exceed cost to complete the project and a timeline to complete the project.
- 3.4 Emergency service may be required at any port served by AMHS.
- 3.5 Contractor service technician shall meet the vessel within six (6) hours of AMHS placing the service call. This covers vessels operating in the Southeast Region.
- 3.6 Contractor service technician shall meet the vessel within twelve (12) hours of AMHS placing the service call. This covers vessels operating in the South Central and Western Regions of Alaska.
- 3.7 If the contractor's service technician cannot arrive to the vessel within the required time due to circumstances outside of the technician's control such as weather and flight delays the contractor shall promptly inform the vessel engineer of the delay. The contractor shall inform the vessel engineer of a time of arrival that is agreeable to the vessel engineer.

4.0 Major Repair Service

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

4.4 It is anticipated the first year the overhaul is performed on an elevator, the repairs may be extensive. There may need to be multiple service calls on each elevator until the vessel goes in for service.

5.0 Compliance with Safety Codes

5.1 The contractor shall maintain elevator equipment in compliance with the latest adopted edition of the Safety Code for Elevators and Escalators (ASME/ANSI A17.1) and all other codes and regulations (U.S. Coast Guard and American Bureau of Shipping) applicable to AMHS vessels. If a conflict exists between code provisions, the most stringent shall apply. Failure of the contractor to comply with State, Federal and Coast Guard safety regulations may result in cancelation of contract.

5.2 The contractor shall promptly report any jobsite accidents to the Vessel Engineer and or the Port Engineer.

5.3 The contractor is responsible for maintaining Federal Work Safe practices and a written safety program including but not limited to:

- Electrical Work Safe Practices
- OSHA Regulations
- Hazardous Communications Training
- MSDS Training
- Lockout/Tagout Training
- First Aid Training
- Asbestos Awareness Training

5.4 The contractor shall promptly report to the AMHS Port Engineer all known equipment deficiencies, regulation or code violations and provide prompt cost proposals for corrective work outside the scope of this contract, which may be required by the State Elevator Inspector, other code enforcement authorities or the AMHS Port Engineer.

5.5 The contractor shall issue a certificate yearly stating that the applicable testing under ASME/ANSI A17.1 has been satisfactory.

6.0 Service Reports

6.1 The contractor shall provide the vessel Chief Engineer with a written service report at the completion of each inspection or service call before leaving the vessel.

6.2 The report shall briefly indicate the maintenance and inspection actions performed. Any deficiencies or recommendation shall be noted.

6.3 To meet ISM requirements, the service report shall also include the following details:

6.4 vessel, date, time, location, name of equipment inspected, Elevator Service Technician's name, and Chief Engineer's name.

6.5 All deficiencies or repairs considered to be outside the scope of this contract shall be specifically described.

- 6.6 Copies of inspection and test reports shall be provided to the AMHS Port Engineer within five (5) days after performing required inspections and tests. This version of the service report must be type, on company letter head or form with company details (logo, address, contact information, etc) and be submitted as a PDF file.
- 6.7 Prior to leaving each service call the Service Tech shall have the vessel Chief Engineer sign a service call form (contractor provided). This confirmation of service call shall accompany the subsequent invoice. No invoice will be paid without a service call confirmation signature.
- 6.8 Contractor's failure to provide Service Reports within the five (5) days after performing the required inspections and tests will cause the state to issue a Service Deficiency Claim (SDC).
- 7.0 Replacement Parts**
- 7.1 The contractor shall maintain adequate stocks of consumable and high-mortality parts, such as lamps and relays required to be replaced during routine servicing.
- 7.2 The contractor shall maintain sources of supply so that other major components are available and can be delivered within thirty (30) days, if a major breakdown occurs.
- 7.3 If parts not readily available are required, the contractor shall make every effort to perform emergency repairs that will allow safe operation of the equipment within the shortest practicable time. All repairs will be considered temporary and incomplete until standard parts are procured and installed. If parts not in stock are needed, the contractor shall make every effort to obtain the parts with the least practicable delay. Replacement parts shall meet the elevator equipment manufacturer's specifications in all respects.
- 7.4 Within the contract scope of work, the contractor shall provide all consumable parts, components and supplies required to maintain the equipment service. "Consumable" parts are defined as having a typical service live of less than one year or costing two hundred dollars (\$200) or less each, F.O.B. jobsite. The contractor shall invoice the State at the contractor's actual cost F.O.B jobsite.
- 7.5 If major replacement parts are required, the contractor shall provide them and invoice the State at the contractor's actual cost F.O.B. jobsite. "Major" parts are defined as costing over two hundred dollars (\$200) each, F.O.B. jobsite.
- 7.6 The contractor shall guarantee all replacement parts for a period of six (6) months, and replace such parts failing during this period at no additional cost to the State.
- 8.0 Special Requirements for AMHS Vessels**
- 8.1 As the AMHS vessels are underway throughout much of the year, the contractor is responsible for scheduling maintenance visits while the vessels are in port, and to keep currently informed of vessel schedule changes when maintenance visits are due. The contractor will be allowed no additional charges for standby time, overtime, travel or per diem other than what is stated in the bid.

- 8.2 At the contractor's request, AMHS will allow the contractor to perform work while the vessels are underway. AMHS will not charge the contractor for passage on the vessel. Unless previously authorized, the contractor will not be required to ride the vessel to the next port.
- 8.3 The contractor shall maintain a maintenance schedule whether the vessels are in service or in overhaul status. Any changes to the scheduled must be approved by the Port Engineer.
- 8.4 If AMHS requires service at a port other than Auke Bay or Ketchikan, the contractor will provide a mechanic on the next available flight. The contractor will be reimbursed for travel time and expense at the established billing rate.
- 8.5 When vessels go into lay-up within Alaska, the normal maintenance schedule may continue. If a vessel is temporarily removed from service and the equipment shut down, AMHS shall have the option to suspend service.
- 8.6 To limit inconvenience to the public, all annual and five-year testing shall take place between October 1 and May 1 in Alaska waters. As much of the annual maintenance as possible shall also take place at the same time as the tests. This work shall be scheduled in advance with AMHS, and shall occur when the vessel is in lay-up at Ketchikan, Auke Bay, or Seward.
- 8.7 Written certification that all testing required by the ASME/ANSI A17.1 code has been performed, suitable for posting in each elevator car, shall be sent to the AMHS Port Engineer when the testing is completed no later than May 30 each year.
- 8.8 All technicians and other employees of the contractor attending the vessel must meet with the Chief Engineer or their designated representative before starting any work aboard the vessel. Contractor's personnel will be required to sign into the Engineering Log book prior to starting any work aboard the vessel.

9.0 Working Hours and Conditions

- 9.1 Services may be performed at times when the vessels are in port, except during heavy usage times. Heavy usage times are the first fifteen (15) minutes when a vessel arrives in port and the last fifteen (15) minutes before the vessel departs port. The contractor shall coordinate equipment shutdowns in advance with the vessel's chief engineer and notify the chief engineer before any work begins and again when work is complete. All times are Alaska Standard Time (AST).
- 9.2 Standard weekday hours are defined as 8 AM to 5 PM, Monday through Friday.
- 9.3 Weekday Overtime hours are defined as 5 PM to 8AM Monday through Friday.
- 9.4 Weekend hours are all working hours conducted during the weekend, Saturday through Sunday.

- 9.5 Holiday hours are all working hours conducted during State of Alaska observed holidays. The State calendar can be found at the following link: <http://doa.alaska.gov/calendars.html>
- 9.6 Travel time shall be billed as weekday hours.
- 9.7 Stand-by time not attributable to the contractor may be billed to AMHS at the applicable hourly rate set forth in the Bid Schedule. Contractor must provide written documentation from AMHS that explains reason(s) for stand-by time. Contractor may proceed with work with permission from AMHS.
- 9.8 AMHS may cancel a service call within 24 hours of the scheduled arrival time of contractor at the job site location and not be billed for a cancelation charge.

10.0 Not included in the scope are

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

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

Travel Expenses shall be reimbursed in accordance with the Alaska Administrative Manual 60 (AAM 60).

The State will reimburse the Contractor's actual receipted travel expenses per the following criteria:

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

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

All Travel reimbursement must be preapproved in writing by AMHS.

State of Alaska ITB 2524S026
Elevator Maintenance on AMHS Vessels

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

SEC. 1.26 F.O.B. POINT

The F.O.B. point for this ITB will be Final destination, freight prepaid by the contractor and charged back to the State as a separate item on the State's invoice.

SEC. 1.27 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.

SEC. 1.28 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for providing all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

SEC. 1.29 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.

SEC. 1.30 ESTIMATED QUANTITIES

The quantities referenced in this ITB are the state's estimated requirements and may vary more or less from the quantities actually purchased. The state does not guarantee any minimum or maximum purchase. Orders will be issued throughout the contract period on an as-needed basis.

SEC. 1.31 CONTRACT PRICE ADJUSTMENTS

A contract resulting from this ITB will include the following price adjustment clause:

Consumer Price Index (CPI): Contract prices will remain firm through January 31, 2025.

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska CUURS49GSA0, CUUSS49GSA0.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June 2024) and each HALF1 (or HALF2) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

SEC. 1.32 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the contractor.

SEC. 1.33 INDEMNIFICATION

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

“Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is

negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

SEC. 1.34 INSURANCE

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

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

SECTION 2. CONTRACT INVOICING AND PAYMENTS

SEC. 2.01 BILLING INSTRUCTIONS

All invoices produced by the contractor must contain the following information at a minimum:

Each invoice must identify the following:

1. **Contractor Name**
2. **Contract Number**
3. **Date when work was performed.**
4. **Type of work performed.**
5. **Vessel names that work was performed on.**
6. **A detailed breakdown of the amount invoiced to include:**
 - **Hours worked per labor category.**
 - **Actual materials cost**
 - **materials markup**
 - **actual travel cost**
 - **description of any other direct costs invoiced.**

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The state will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

Invoices that fail to identify each of these requirements will be rejected for payment until a corrected invoice is resubmitted. Invoices for deliveries made under this contract are to be sent to:

State of Alaska

Department of Transportation and Public Facilities

Troy Sherrill

Alaska Marine Highway System

7037 N. Tongass Hwy

Ketchikan, Alaska 99901

SEC. 2.02 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.

Any single contract payments of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 2.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Because of the additional administrative and accounting time required of the state when third party financing agreements are permitted, they will not be allowed under this contract.

SECTION 3. EVALUATION AND CONTRACTOR SELECTION

SEC. 3.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

SEC. 3.02 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder and Alaska Veteran preferences are the most common preferences involved in the ITB process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Bidders must attach a copy of their certification letter to the proposal. **A bidder's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

SEC. 3.03 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the total bid price. The preference will be given to a bidder who:

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid 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 Certification Form

In order to receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

SEC. 3.04 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the total bid price. The preference will be given to a bidder who qualifies under AS 36.30.990(2) as an Alaska Bidder and is a:

- a) sole proprietorship owned by an Alaska veteran;
- b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), 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 government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

SEC. 3.05 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.

SEC. 3.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT 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.

SEC. 3.07 ALASKA PRODUCT PREFERENCE

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development (DCCED) may receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

When the bids are evaluated, the preference percentage will be deducted from the product price. If a bidder fails to specify the brand being offered, no preference will be given. For more information on the Alaska Product Preference and to see the list of products currently on the Alaska Product Preference List, use the following web link:

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx>

Brand Offered

If offering a product that qualifies for the Alaska Product Preference, the bidder must indicate the brand of product they intent to provide. If a bidder is not offering a product that qualifies for the Alaska Product Preference, the bidder does not need to indicate a product brand.

Brand of Product Changes

During the course of the contract including all renewal options, a contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

If a bidder offers a product brand in the original bid that does not qualify for the Alaska Product Preference, a change in the product brand may be made at any time during the course of the contract, including all renewals, as long as the product brand continues to meet the required specifications. A contract amendment is not required if the product brand originally offered did not qualify for the Alaska Product Preference.

SEC. 3.08 EMPLOYMENT PROGRAM PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is offering goods or services through an employment program as defined under AS 36.30.990(12), an Employment Program Preference of 15% will be applied to the total bid price.

In accordance with AS 36.30.321(i), 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 government, or the general public.

SEC. 3.09 ALASKANS WITH DISABILITIES PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price.

In accordance with AS 36.30.321(i), 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 government, or the general public.

SEC. 3.10 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder 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.

SEC. 3.11 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.

SEC. 3.12 METHOD OF AWARD

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

SEC. 3.13 CONTRACTOR SELECTION PROCESS

Once the contracts are established this selection process will be used. When the state needs security services the lowest priced contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the needed service, the state will contact the next lowest priced contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For instance, if there was a need to transport a person from Anchorage to Fairbanks and then guard the person for two days in Fairbanks, the agency would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

SEC. 3.14 NOTICE OF INTENT TO AWARD

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

SECTION 4. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 4.01 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 Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO 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:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

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

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

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 4.02 AUTHORITY

This ITB is written in accordance with AS 36.30 and 2 AAC 12.

SEC. 4.03 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.

SEC. 4.04 SUITABLE MATERIALS, ETC.

Unless otherwise specified in this ITB, 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.

SEC. 4.05 SPECIFICATIONS

Unless otherwise specified in this 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.

SEC. 4.06 CONTRACTOR SITE INSPECTION

The state may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 4.07 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. Unless otherwise specified in 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.

SEC. 4.08 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/j/tip/>

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

SEC. 4.09 RIGHT OF REJECTION

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

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counter-offer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the ITB;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

SEC. 4.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 4.11 DISCLOSURE OF BID CONTENTS

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these

things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 4.12 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Bids that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 4.13 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.

SEC. 4.14 DEFAULT

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

SEC. 4.15 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.

SEC. 4.16 SEVERABILITY

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

SEC. 4.17 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 only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

SEC. 4.18 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 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 4.19 SOLICITATION ADVERTISING

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

SEC. 4.20 QUALIFIED BIDDERS

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

SEC. 4.21 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 4.22 PROTEST

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

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

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

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If a bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a bid in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All bidders will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

BID SCHEDULE

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

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

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

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

Preventative Maintenance Cost Schedule -Evaluated					
M/V Vessel	Monthly Rate		Frequency per Year		Annual Rate
Aurora	\$	X	12	=	\$
Columbia	\$	X	12	=	\$
Hubbard	\$	X	12	=	\$
Kennicott	\$	X	12	=	\$
LeConte	\$	X	12	=	\$
Lituya	\$	X	12	=	\$
Matanuska	\$	X	12	=	\$
Tazlina	\$	X	12	=	\$
Tustumena	\$	X	12	=	\$
Total Preventative Maintenance Cost					\$
Project Cost Schedule -Evaluated					
Performed By	Weekday Hourly Rate		Estimated hours per project		Estimated Project Cost

Service Technician	\$	X	6 hours	=	\$
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Total Evaluated Cost Schedule -Evaluated						
Total Preventative Maintenance Cost	\$_____	+	Estimated Project Cost	\$_____	=	Total Evaluated Bid Price \$_____

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

BID SCHEDULE BID SCHEDULE-Continued
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Submitted by:

Business Name: _____

Address: _____

Contact: _____

Phone: _____

Toll Free: _____

Email: _____

BID RESPONSE CHECKLIST:

1. Completed and sign (Page 1)
2. Proof of Service Technician Qualifications (Page 4)
3. Completed Bid Schedule (Pages 35,36,37)
4. All Mandatory Return Amendments