

The Anchorage School District (referred to as the "District") invites sealed bids from qualified vendors to provide Door Repair Services, in accordance with the following documents that are a part of this ITB 2024-514:

Section	Title	Pages
Cover Page	Invitation to Bid	Consisting of 1 page
Section I	Instructions to Bidders	Consisting of 6 pages
Section II	Additional Provisions	Consisting of 4 pages
Section III	Specifications	Consisting of 3 pages
Attachment A	Signature Page	Consisting of 1 page
Attachment B	Bidder's Checklist	Consisting of 1 page
Attachment C	Bid Form	Consisting of 1 page
Exhibit 1	State of Alaska Sex Offender/Child Kidnapper	Consisting of 1 page
	Registry Certifications	

AVAILABILITY OF ITB:

This Invitation to Bid (.pdf) is available electronically at the District's Purchasing website: www.asdk12.org/purchasing/.

AWARD:

Award will be made to the lowest responsive, responsible bidder in accordance with Board Policy 3311, Administrative Regulation 3311.1(a).1, with preference to local bidders applied. Evaluation for determining the lowest bid shall be made in the aggregate. TO BE CONSIDERED FOR AWARD ALL ITEMS MUST BE BID.

PLAN HOLDER'S LIST:

A copy of the current plan holder's list can be viewed at: http://apps.asdk12.org/depts/purchasing/meeting/Plan_Holders/2024/2024-514.xlsx

SECTION I INSTRUCTIONS TO BIDDERS

A. GENERAL REQUIREMENTS

This solicitation is an INVITATION TO BID (referred to as "ITB") governed by applicable Anchorage School Board Policies, including Section 3311 of said Policies. School Board Policies are available at <u>www.asdk12.org/School Board/policy</u>. Bidders should read this ITB and review all instructions contained herein. Incomplete or incorrect bids may be rejected as not conforming to the essential requirements of this ITB. Bids submitted on other than the prescribed forms contained in this ITB will be rejected. Bidders may copy the forms contained in the ITB for use in their bids; however, substitute forms or formats are unacceptable.

B. EXAMINATION OF CONTRACT DOCUMENTS

Bidders should read this ITB and review all instructions contained herein. The submission of a bid shall constitute acknowledgement that the bidder has thoroughly examined and is familiar with the solicitation documents.

C. DEBARMENT AND SUSPENSION

Bidders must fully comply with the requirements regarding debarment and suspension in Subpart C of 2 CFR Part 180, as adopted by the Department of Education at 2 CFR Part 3485.12. Bidders are responsible for ensuring lower tier covered transactions include a term or condition requiring compliance with Subpart C of 2 CFR Part 180 and 2 CFR Part 3485, entitled Responsibilities of Participants Regarding Transactions. Contractors, subcontractors, or suppliers that appear on the Excluded Parties List System are not eligible for award of contracts that are a covered transaction under Subpart B of 2 CFR Part 180 and 2 CFR Part 3485. Bidders may access the Excluded Parties List System at www.sam.gov.

D. CONFLICT OF INTEREST

- 1. The Contractor agrees to certify that District employees, School Board members, or a member of their household are not in conflict of interest with the contract and Board Policy 3311, Administrative Regulation 3311.1(e).1.
- 2. Board Members, District employees, and their household and/or immediate family members are required to comply with Board Policy 3311, Administrative Regulation 3311.1(e).1 and the Municipal Ethics Code by disclosing conflicts of interest. The responsibility for complete and timely filing rests solely with the Board Member or District employee.

Note: *Notice of Intent to Respond to Public Solicitation* shall be filed with the Municipal Clerk's office in advance to allow a minimum of seven (7) calendar days to elapse between electronic publication by the clerk and the final date for submitting a response to the solicitation. The form may be obtained from the Municipality of Anchorage website, <u>www.muni.org/</u>.

District *Disclosure* and *Request for Waiver* forms and instructions may be obtained from the District's Purchasing Department webpages, https://www.asdk12.org/Page/8014.

E. FIRM BID

Bids made in response to this ITB must be good and firm for a period of 90 calendar days from the date specified for submittal of bids.

F. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request delivered to the District Purchasing Senior Director (email is acceptable) only prior to the time specified for submittal.

G. MODIFICATION OF BIDS

Bid modifications requested in person, via fax, or via email for bids already submitted will be considered if received prior to the due date and time as indicated on the Notice/Cover Page of this ITB. Hand delivered, faxed, or emailed bid modifications shall not reveal the amount of the original or revised bid unit price(s) and/or total price(s), but rather should indicate only the dollar amount of increase or decrease of the unit price(s) and or total prices(s). Bid modifications must be signed by an authorized representative of the bidder. It is the responsibility of the bidder to ensure delivery of any bid modifications prior to the due date and time for bid submission. Bid modifications received after the due date and time for submissions will NOT be considered. Bidders are encouraged to ensure that the District has received any bid modifications prior to the bid modifications prior bid modifications prior to the bid modifications prior to the

H. AVAILABILITY OF FUNDS

Awards are contingent upon the availability of funds.

I. FEDERAL EXCISE TAXES

The District is exempt from Federal Excise Taxes. An Exemption Certificate will be furnished when required.

J. QUESTIONS; METHOD FOR CLARIFICATION

Any bidder in doubt as to the true meaning of any part of this ITB may submit to the District a written request for an interpretation thereof. Questions must be received by the District's Purchasing Department no later than seven (7) calendar days prior to the date set for the submission of bids. Oral questions cannot be answered and are not binding for this ITB. Questions can be submitted as follows:

Reference:	ITB 2024-514 Door Repair Services
Email:	purchasing@asdk12.org
[OR Fax:	Anchorage School District Purchasing Department, 907-243-6293]
Attn:	Lisa Young, Purchasing Agent

Two types of questions generally arise. One may be answered by directing the bidder to a specific section of the ITB. These questions may be answered by direct communication to the bidder submitting the question. Questions which, in the opinion of the Purchasing Senior Director, require a more detailed or complex reply, or require an answer that may affect responses to this ITB or may be prejudicial to other prospective bidders, will be answered by issuing an addendum prior to the bid opening.

K. SUBMISSION OF BIDS

- Complete sealed bids MUST be in the office of the Purchasing Department, Anchorage School District, 4919 Van Buren Street, Anchorage, Alaska prior to the time and date stated on the Cover Page of this ITB. At the submittal deadline, the bids may be opened and publicly read in the conference room of the District's Purchasing Department. It is the responsibility of the bidder to ensure that their complete bid and acknowledgement of subsequent addenda, if any, are in the office of the Purchasing Department prior to the time of the scheduled bid opening.
- 2. Bidders are cautioned that bids which arrive after the time of the scheduled bid opening will not be considered and will be returned unopened.
- 3. Bidders should be aware addenda could be issued after the pre-bid conference is held. It is the bidder's responsibility to ascertain if addenda have been issued by checking the District's Purchasing website: www.asdk12.org/depts/purchasing/.
- 4. No oral change or interpretation of the provisions contained in this ITB is valid. Written addenda may be issued when changes, clarifications, or amendments to bid document are deemed necessary by the District.
- 5. If mailed, bids shall be addressed as follows:

Anchorage School District Purchasing Department 4919 Van Buren Street Anchorage, AK 99517-3137

6. Bids <u>MUST</u> be in <u>SEALED</u> envelopes with the outside of the envelope clearly marked with bidder's name, address, and phone number and as follows:

BID:ITB 2024-514 Door Repair ServicesDUE:Prior to 1:00 p.m., Local Time, April 12, 2024

- 7. <u>The District will not accept bid responses via fax or email</u>. Email and faxes are available for informational inquiries only. ITB responses received via fax or email will be considered non-responsive; however, modifications to original bids and addenda, (including signature) may be emailed, faxed, or delivered in person.
- 8. The District reserves the right to make awards within 90 calendar days from the date bids are due.
- 9. All bids shall be submitted on the attached Signature Page (Attachment A) and Bid Form (Attachment C) in the spaces indicated and must comply with these instructions.
- 10. The Signature Page (Attachment A) and Specification/Bid Form(s) (Attachment C) must be completed and signed by an authorized representative of the firm submitting the bid. Additional information requested in this ITB shall be submitted as indicated on the Bidder's Checklist.
- 11. The District reserves the right to accept or reject any and all bids and to waive irregularities.

L. BID CONSIDERATION

Factors that may be considered in evaluating bids in addition to price will include:

- 1. The ability, capacity and skill of the bidder to perform the contract;
- 2. Whether the bidder can perform the contract within the time specified without delay or interference;
- 3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- 4. The quality of performance by the bidder on previous contracts;
- 5. Previous compliance by the bidder with laws and regulations relating to the contract.

M. RIGHT OF REJECTION, CLARIFICATION, AND CANCELLATION

The District reserves the right to reject any and all bids, to request clarification of information from any bidder and to waive irregularities in the bid procedures. The District is not obligated to enter into a contract on the basis of any bid submitted in response to this ITB. The District reserves the right, at its sole discretion, to cancel this ITB or any part thereof, at any time, prior to the award of contract under this ITB.

N. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final selection, bidders may be required to submit additional information, which the District may deem necessary to further evaluate the bidder's submission. Responses are due within three (3) calendar days of request by the District.

O. DISTRICT NOT RESPONSIBLE FOR PREPARATION COSTS

The District will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid. The District shall not be liable for any cost incurred by a bidder in responding to this solicitation or incurred for any work done, even in good faith, prior to execution of a contract and issuance of a notice to proceed, including but not limited to: bid preparation costs and other costs, including attorney fees associated with any challenge (administrative, judicial or otherwise) to the determination of the lowest responsive, responsible bidder and/or award of contract and/or rejection of bids. By submitting a bid, each bidder agrees to be bound in this respect and waives all claims to such costs and fees.

P. PROTEST AND APPEAL PROCESS FOR AGGRIEVED BIDDERS/PROPOSERS

1. Protest

- a. An interested party may protest a solicitation or a proposed award of a contract.
 - i) A protest as to the specifications and/or terms and conditions of a solicitation must be received by the Purchasing Senior Director at least five (5) calendar days prior to the due date of the bid or proposal; failure to protest as provided herein constitutes a waiver of any objection to the solicitation.
 - ii) For construction projects and architectural/engineering design services, the protest of a proposed award of a contract must be received by the Purchasing Senior Director within ten (10) calendar days after issuance of the notice of intent to award, except that for

purchases under one hundred thousand dollars (\$100,000), the protest must be received within three (3) business days.

- iii) For goods or services, the protest of a proposed award of a contract must be received by the Purchasing Senior Director within seven (7) calendar days after issuance of the notice of intent to award, except that for purchases under one hundred thousand dollars (\$100,000), the protest must be received within three (3) business days.
- iv) The protest must include the name of the person submitting the protest, the name of the bidder/proposer represented by that person, the specific action or bid/request for proposal contract award which is being protested, a detailed explanation of the reasons for the protest, and the relief requested.
- v) The aggrieved person must serve all other interested parties with its protest.
- b. The Purchasing Senior Director shall stay the intended award of a contract unless the Purchasing Senior Director determines the award of the contract without further delay is necessary to protect the District's best interest. The Purchasing Senior Director may, in his/her sole discretion, hold a hearing.
- c. The rights and remedies granted by this section are not available for informal small purchases with an actual or potential value of less than twenty-five thousand dollars (\$25,000). Failure to protest as provided herein constitutes a waiver of any objection to the solicitation and contract award.
- 2. Appeal
 - a. A decision by the Purchasing Senior Director may be appealed to the Anchorage School Board. Any appeal shall be filed with the Superintendent within five (5) days after the decision is received by the protester and must include the name of the person submitting the appeal, the name of the bidder/proposer represented by that person, and a detailed explanation of the basis for the appeal. The aggrieved bidder/proposer must serve all other interested parties with its appeal. Emergency Contract Awards are not appealable.
 - b. The Superintendent may obtain an independent review of the appeal issues if the Superintendent determines such review will assist consideration of the appeal. The independent review shall be conducted by a not directly involved District employee or an experienced but disinterested third party from outside the District.
 - c. Failure to appeal to the Anchorage School Board as provided herein constitutes a waiver of any objections to the solicitation and the contract award.
- 3. Consideration of Appeal
 - a. The decision being appealed and the findings from the independent review, if any, will be reported to the Board. Upon consideration of the appeal and allowing interested parties an opportunity to address the issues on appeal, the Board may:
 - i) Award the contract as recommended, if applicable, indicating its reasons for rejecting the appeal;

- ii) Grant the appeal, indicating its reasons for granting the appeal, and determine an appropriate remedy consistent with Board policy. The Board may award the contract at that meeting to some other bidder/proposer if it finds that a delay in making the award would adversely affect the District;
- iii) Stay any award of the contract to permit further consideration of the appeal, with action to be scheduled as soon as practicable, but in no event more than twenty (20) days after the stay as initiated;
- iv) Reject all bids/proposals in accordance with Board Policy 3311, Administrative Regulation 3311.1(a).13;
- v) Take such other action as appears appropriate and in the best interest of the District under the circumstances, in accordance with Board policy.
- 4. Frivolous Protests
 - a. The signature of an attorney or party on a request for review, protest, motion, or other document constitutes a certificate by the signer that the signer has read the document, to the best of his/her knowledge, information, and belief formed after reasonable inquiry it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for an improper purpose, such as to harass, limit competition, or to cause unnecessary delay or needless increase in the cost of the procurement or of the litigation.
 - b. If a request for review, protest, pleading, motion, or other document filed with the Purchasing Senior Director is signed in violation of the paragraph above, the Board, may impose upon the person who signed it, a represented party, or both, an appropriate sanction, that may include an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the protest, pleading, motion, or other paper, including a reasonable attorney's fee.

Q. PUBLIC RECORDS CLAUSE

This ITB and the resulting bids received, together with copies of all documents pertaining to the award of a contract, will be kept by the Purchasing Department and made part of the record which will be open to public inspection. If a bid contains any information which is proprietary or confidential, each page of the bid containing such information must be clearly marked. Cost or price information will be open to public inspection.

R. CONTRACT

In addition to reading all of the information in the ITB, bidders must read and review the standard contract terms and conditions. The successful bidder shall be required to enter into an agreement with the District which will be substantially similar to the sample.

A sample copy of the form of contract can be viewed at: <u>http://apps.asdk12.org/depts/purchasing/meeting/Sample_Contract/FORM_OF_CONTRACT.d</u> <u>otx</u>

END OF SECTION I

SECTION II ADDITIONAL PROVISIONS

A. SEX OFFENDER/CHILD KIDNAPPER CERTIFICATION

Anchorage School Board Policy 3515.5 prohibits a contractor whose employees or agents may have direct or incidental contact with District students from sending any employee or agent to district property who has been convicted of a sex offense under federal law or the law of any state and who is required to register as a sex offender under Alaska law or by court order, or who has been convicted of child kidnapping under federal law or the law of any state and who is required under Alaska law or by court order, or who has been convicted of child kidnapping under federal law or the law of any state and who is required under Alaska law or court order to register on the Alaska Department of Public Safety Sex Offender/Child Kidnapper Central Registry. Board Policy 3515.5 requires contractors to certify in writing the contractor's knowledge of and compliance with Board Policy 3515.5. Prior to executing a contract for this project, the selected Contractor shall verify that no employee or agent who will be on district property is registered as a sex offender or child kidnapper in Alaska [Alaska Department of Public Safety "Sex Offender/Child Kidnapper Registry"] or in any other state. In addition, the contractor shall certify that, to its knowledge, no employee or agent is a convicted sex offender or child kidnapper. The required form of certification is included as Exhibit 1 in the bid documents.

1. State of Alaska Sex Offender/Child Kidnapper Registry Contractor Certification

Contractor certifies contractor is familiar with and is in compliance with Anchorage School Board Policy 3515.5, that no employee or agent of contractor who will be on district property is registered as a sex offender or child kidnapper in Alaska [Alaska Department of Public Safety "Sex Offender/Child Kidnapper Registry"] or in any other state in which the employee or agent previously lived or worked, and that, to contractor's knowledge, no employee or agent is a convicted sex offender or child kidnapper.

2. State of Alaska Sex Offender/Child Kidnapper Registry Subcontractor Certification

Subcontractor certifies subcontractor is familiar with and is in compliance with Anchorage School Board Policy 3515.5, that no employee or agent of subcontractor who will be on district property is registered as a sex offender or child kidnapper in Alaska [Alaska Department of Public Safety "Sex Offender/Child Kidnapper Registry"] or in any other state in which the employee or agent previously lived or worked, and that, to subcontractor's knowledge, no employee or agent is a convicted sex offender or child kidnapper.

3. State of Alaska Sex Offender/Child Kidnapper Registry Sub-Subcontractor Certification

Sub-subcontractor certifies sub-subcontractor is familiar with and is in compliance with Anchorage School Board Policy 3515.5, that no employee or agent of sub-subcontractor who will be on district property is registered as a sex offender or child kidnapper in Alaska [Alaska Department of Public Safety "Sex Offender/Child Kidnapper Registry"] or in any other state in which the employee or agent previously lived or worked, and that, to sub-subcontractor's knowledge, no employee or agent is a convicted sex offender or child kidnapper.

B. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT - NOT APPLICABLE TO SOLICITATION/CONTRACT

C. CERTIFICATION OF RESTRICTIONS ON LOBBYING - NOT APPLICABLE TO SOLICITATION

D. NONDISCRIMINATION

See sample Form of Contract for Nondiscrimination terms and conditions

E. INDEMNIFICATION

See sample Form of Contract for Indemnification terms and conditions

F. HOLD HARMLESS

See sample Form of Contract for Hold Harmless terms and conditions

G. PROTECTION OF PROPERTY

See sample Form of Contract for Protection of Property terms and conditions

H. ALASKA BUSINESS LICENSE

The selected bidder must provide the District with the bidder's Alaska business license number prior to award. Bidders should contact the State of Alaska; Department of Commerce, Community and Economic Development; Division of Corporations, Business & Professional Licensing, for information regarding business licensing. Contact information, information regarding business licensing, and business licenses, is available at https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx.

I. LOCAL PREFERENCE - NOT APPLICABLE TO SOLICITATION/CONTRACT

J. BRAND - NOT APPLICABLE TO SOLICITATION/CONTRACT

K. QUANTITIES; CONTRACT VOLUME

The items and quantities shown are in no way indicative of the actual items or quantities the District may purchase. The items and quantities listed are for evaluation purposes only. The District expects, but does not guarantee to purchase the quantities listed. The estimated quantities are based on historical data and are subject to change due to several factors, including availability of funding and District priorities.

L. PRICING AND PAYMENT

- 1. All prices shall be net and FOB Destination. In the case of discrepancy in the extended price calculation(s), the unit price(s) will prevail.
- 2. Payment will be made within 30 days after acceptance by the District. The District reserves the right to exercise a 10 day inspection period upon receipt, prior to acceptance. The District will provide notification(s), in writing, of any product not meeting the specifications contained herein. Any product determined to not meet the required specifications will be returned to the successful bidder, at no additional cost to the District and/or replaced with a product which meets or exceeds the required specifications. A successful bidder's failure to furnish a product that does not meet or exceed the required specification may be found in default, and their award may be cancelled in

part or in whole, as determined by the District. Official acceptance shall be determined after an inspection of the product.

3. All prices shall be stated in U.S. dollars.

M. PROMPT PAYMENT DISCOUNTS - NOT APPLICABLE TO SOLICITATION/CONTRACT

N. PROCUREMENT CARD PAYMENT - NOT APPLICABLE TO SOLICITATION/CONTRACT

O. REBATES - NOT APPLICABLE TO SOLICITATION/CONTRACT

P. DELIVERY REQUIREMENTS - NOT APPLICABLE TO SOLICITATION/CONTRACT

Q. WARRANTY - NOT APPLICABLE TO SOLICITATION/CONTRACT

R. COMPLIANCE WITH LAWS

See sample Form of Contract for Compliance with Laws terms and conditions

S. OCCUPATIONAL SAFETY AND HEALTH WARRANTY

See sample Form of Contract for Occupational Safety and Health Warranty terms and conditions

T. ASSIGNMENT

See sample Form of Contract for Assignment terms and conditions

U. CONTRACT TERM

The term of the contract(s) shall be from the date of award through April 30, 2027, with two (2) oneyear options, at the same unit prices, upon satisfactory performance of the Contractor(s), and upon mutual consent of the parties.

V. TERMINATION FOR CONVENIENCE

The District, by written notice to contractor, may terminate this contract, in whole or in part, when it is in the District's interest. If this contract is terminated, the District shall be liable only for payment for acceptable services and performance rendered before the effective date of termination, and the contract total price will be adjusted accordingly.

W. TERMINATION FOR DEFAULT

- 1. The District may, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:
 - a. If the contractor fails to make delivery of the work products or to perform the services within the time specified herein or any extension thereof; or
 - b. If the contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and

in either of these two circumstances does not cure such failure within the period specified by the District after receipt of notice from the District specifying such failure.

- 2. In the event District terminates this contract in whole or in part as provided in subsection 1.a. of this provision, the District may procure, upon such terms and in such manner as the District may deem appropriate, work products or services similar to those so terminated, and the contractor shall be liable to the District for any excess costs for such similar work products or services; provided, that the contractor shall continue the performance of this contract to the extent not terminated under this provision.
- 3. If this contract is terminated as provided in subsection 1.a. of this provision, the District, in addition to any other rights provided in this provision, may require the contractor to transfer title and deliver to the District, in the manner and to the extent directed by the District, such completed and partially completed reports, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights and any other work product as the contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the contractor shall, upon direction of the District, protect and preserve the property in possession of the contractor in which the District has an interest. Payment for completed work and work products delivered to and accepted by the District shall be in an amount agreed upon by the contractor and the District, and failure to agree to such amount shall be a dispute which shall be resolved under the Disputes clause of this contract.
- 4. The rights and remedies of the District provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 5. If after termination for failure of the contractor to fulfill its contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, or that such failure was excusable under criteria set forth herein, the termination shall be deemed to have been for the convenience of the District. In such event, settlement costs and the contract price may be adjusted as provided in the Termination for Convenience provision of this contract.

X. DISPUTES

The contract and any disputes arising out of the contract shall be governed by the laws of the State of Alaska. The parties agree that any appeal of an administrative decision or any original action to enforce any provision of the contract, or to obtain relief from or remedy in connection with the contract, may be brought only in the federal district court for the District of Alaska or the state courts for the Third Judicial District, State of Alaska, at Anchorage.

END OF SECTION II

SECTION III SPECIFICATIONS

A. GENERAL REQUIREMENTS OF THE BID

No individual task order/purchase order shall exceed \$24,999.00 without the prior approval of the District's Sr. Purchasing Director.

B. DESCRIPTION

- 1. Furnish all labor, tools, equipment, transportation, materials, and supervision to repair and maintain overhead doors, entry doors, handicap access doors, roll-up security gates, and movable partition walls at various locations throughout the District. The tasks required to do this work include but are not limited to the following:
 - a. Contractor shall have all necessary construction contractors and Alaska business licenses required to perform the work.
 - b. Contractor shall have a minimum of five (5) years of documented experience in repairing and maintaining overhead doors, entry doors, handicap access doors, rollup security gates, and movable partition walls. Bidder must be prepared to present satisfactory supporting documentation of their experience, capacity, and ability to perform the work described in this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references, and performance of similar contracts. The District reserves the right to reject any bid where the bidder cannot satisfy the District's as to their ability to perform the work specified herein.
 - c. The Contractor will receive a separate Contract Task Order/Purchase Order ("CTO") for each task issued under this contract. Specific instructions for each CTO will be provided by the District Project Manager.
 - d. The following requirements must be met and/or considered when preparing negotiated quote proposals:
 - i) Non-emergency response time shall be coordinated with the Project Manager.
 - ii) Non-emergency repair to be performed Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - iii) Emergency response time to be no greater than four (4) hours from the time request for repair call is made.
 - iv) Emergency repair may be required any time including evenings (after 5:00 p.m.) and weekends to meet the four-hour response time requirement.
 - e. The District, through Material Control Room ("MCR") personnel, will notify the Contractor to obtain a quote proposal and initiate and coordinate the services. The Contractor, along with the Project Manager/Field Personnel shall notify MCR as to the nature and extent of the repair task. A CTO will be issued in the form of a Purchase Order ("CTO") for each call out under this contract, which is a Notice to

Proceed. The CTO will contain a confirmed completion date and District Point of Contact for completing the task. After the repair work is completed, a detailed invoice shall be submitted to the District's MCR Section, located at 1301 Labar Street, Anchorage, AK 99515-3517.

C. CONTRACTOR'S USE OF SITE

- 1. Contractor is responsible for all safety considerations and precautions required during performance of work and to ensure that all laws pertaining to workplace safety are followed, as required by Alaska Department of Labor, Occupational Safety and Health ("OSHA").
- 2. Contractor may not use areas specifically designated for use by the Owner without prior approval from the Project Manager.

D. OWNER'S USE OF SITE

- 1. The Contractor shall have use of the School site for the proposed work. Coordinate with the Project Manager during construction operations to minimize conflicts and to facilitate Owner's use of facilities.
- 2. Provide clear and easy access to and egress from spaces at all times during the work, unless specifically arranged through the Project Manager.
- 3. Arrange with the Project Manager a satisfactory path of travel from parking areas to occupied areas of the building that will serve the Owner's needs.

E. OVERTIME WORK

To permit arrangements for inspections, the Contractor shall notify the Project Manager at least 48 hours in advance of any overtime work, including nights, weekends, and holidays. No overtime work is authorized without Project Manager prior approval.

F. SURVEYING EXISTING CONDITIONS

- 1. Prior to commencement of work, Contractor and Project Manager shall jointly survey existing conditions, noting and recording any existing damage. Before Work begins, Project Manager and Contractor shall both sign Record.
- 2. The Survey Record will serve as a basis for determining any subsequent damage to existing facilities caused by Contract Work.

G. CONCEALED CONDITIONS UNACCEPTABLE TO CONTRACTOR, IF ANY

- 1. Should Contractor discover in the course of work defined in this Contract, conditions or work of a substandard nature that will affect the satisfactory completion of the CTO, the Project Manager shall be notified immediately.
- 2. Upon notification from Contractor, and if Project Manager concurs, the Contract Administrator may issue a Change Order authorizing Contractor to perform the work necessary for compliance, and will adjust the CTO accordingly.

H. USE OF OWNER'S PROPERTY AND EQUIPMENT

Use of Owner's property or equipment such as tools, ladders, furniture, janitorial equipment and supplies, etc., is strictly prohibited.

I. SERVICE DEFICIENCY CLAIMS

- 1. The Contractor's failure to provide goods/services required by this contract will be grounds for the District to issue a Service Deficiency Claim (SDC) to the Contractor. The SDC will be provided to the Contractor in writing. The Contractor will advise the District, in writing, of the corrective action being taken.
- 2. If a deficiency is not corrected within thirty (30) days from the time is it issued, the District may issue another SDC and procure, from another contractor, the goods necessary to correct the problem.
- 3. If the Contractor gets more than two (2) substantiated SDC's in a 60-day period or a total of five (5) substantiated SDC's in a 90-day period, it will be grounds for the District to declare the Contractor in default.

END OF SECTION III

ATTACHMENT A SIGNATURE PAGE

This form must be returned with the submission/bid.

We the undersigned, in accordance with ITB 2024-514 Door Repair Services, hereby submit our bid.

Addendum Number(s)	is/are hereby acknowledged.
PLEASE O	FOR BIDDERS USE ONLY COMPLETE ALL APPROPRIATE INFORMATION
Date:	
Bidder:	
City/State/Zip:	
City/State/Zip:	
Telephone No.:	Fax No.:
Email Address:	
Federal Tax ID No.:	Alaska Business License No.:
Bidder Signature:	
Printed Name:	
Printed Title:	

ATTACHMENT B BIDDER'S CHECKLIST

INSTRUCTIONS

A. GENERAL

Bidders are advised that, notwithstanding any instructions or implications elsewhere in this ITB, <u>only</u> the documents shown and detailed on this Checklist need to be submitted with and made part of their bid. Other documents may be required to be submitted after bid opening, but prior to award. Bidders are hereby advised that failure to submit the documents shown and detailed on this Checklist may be justification for rendering the bid non-responsive.

B. REQUIRED DOCUMENTS FOR BID SUBMISSION

- 1. Attachment A, Signature Page (consisting of 1 page) must be signed with either manual or electronic signature.
- 2. Attachment C, Bid Form (consisting of 1 page).
- 3. Erasures and/or other corrections made to the Bid Form(s) must be initialed by the person signing the bid.
- 4. All addenda issued shall be acknowledged by manually or electronically signing each addendum and submitting prior to the bid opening, or by indicating acknowledgement in the space provided on the Signature Page Attachment A.

C. REQUIRED DOCUMENTS FROM APPARENT LOW BIDDER TO BE SUBMITTED WITHIN THREE (3) CALENDAR DAYS FROM NOTIFICATION BY THE PURCHASING DEPARTMENT

____Any other information deemed necessary by the Purchasing Senior Director or their designee.

ATTACHMENT C BID FORM

Item	Est. Qty	Unit	Description	Unit Price	Extended Price
1.	400	Hours	Hourly Rate, Per Man, for performing labor for door repair services during <u>regular business hours</u> , Monday through Friday, from 8:00 a.m. to 5:00 p.m. at various Anchorage School District Schools, Per the Attached Specifications. The labor hours are estimated. Actual labor quantities will be paid at the unit price quoted.		\$
2.	5	Hours	Hourly Rate, Per Man, for Emergency door repair services during <u>non-business hours</u> at various Anchorage School District Schools, Per Attached Specifications. The labor hours are estimated. Actual labor quantities will be paid at the unit price quoted.	\$	\$
3.	65,000	Dollars	Estimated Material Costs Mark-UP , Percentage over the actual cost of materials. Materials shall be paid at cost, plus a percentage over the actual material cost of the to the Contractor. Supplier invoices shall be presented to the District for review. Please note the mark-up as a separate line item from the total material cost, on the invoices to the District.	%	\$
			Sample Formula: \$65,000 x 1.03 (plus 3%) = Total Estimated Cost for Materials (\$66,950)		
TOTAL (Items 1 through 3): \$					

CONTRACT VOLUME: The items and quantities listed are for award evaluation only. The District expects, but does not guarantee to purchase the quantities listed. The estimated quantities are based historical data and are subject to change.

EXHIBIT 1 <u>STATE OF ALASKA SEX OFFENDER/CHILD KIDNAPPER REGISTRY</u> <u>CONTRACTOR CERTIFICATION</u>

Pursuant to Section II – Additional Provisions, Paragraph A, I ______ the undersigned Principal for ______ on Solicitation ITB 2024-514 Door Repair Services, certify:

1. That I, either personally or through a person designated by me, have researched the State of Alaska Sex Offender/Child Kidnapper Registry to confirm that no employee or agent who may enter Anchorage School District property in connection with the contract is listed in the Registry.

2. That I have required all subcontractors and any of their sub-subcontractors to certify, or they will require all subcontractors and any of their sub-subcontractors to certify, that they researched the State of Alaska Sex Offender/Child Kidnapper Registry to confirm that no employee or agent who may enter District property in connection with the contract is listed in the Registry. I will provide all such certification to the District upon request.

3. To my knowledge, no employee or agent of bidder, or any subcontractor or sub-subcontractor of bidder, who may enter District property in connection with the contract is: (a) listed in the sex offender/child kidnapper registry of any other state; or, (b) is a convicted sex offender or child kidnapper.

4. I have read Anchorage School Board Policy 3515.5 and certify that the bidder will comply with Board Policy 3515.5. Bidder will not send any employee or agent who is a sex offender or child kidnapper to District property, as that term is defined in Board Policy 3515.5.

Bidder Name:_____

Dated:_____

By: _____

Signature

Printed Name

Title: