

**ALASKA COURT SYSTEM (ACS)**  
**INVITATION TO BID – COVER SHEET**  
*SERVICE CONTRACT*

Procurement per ACS Procurement Guidelines

**ISSUING OFFICE:**

Alaska Court System  
820 West 4<sup>th</sup> Avenue  
Anchorage, Alaska 99501

ITB Number: KEN-S-18-0013  
Issuing Date: August 15, 2018

All questions shall be directed to Dawn Molina, Leasing & Contracts Manager, at 907-264-8284

**SERVICE:**

Location: 125 Trading Bay Drive, Kenai, Alaska

Description of Work: Parking Lot and Sidewalk Snow Removal Services Contract

Estimated Period of Contract: 1 (one) Year(s) with 2 (two) 1 (one)-year options to renew

Contract Term: October 15, 2018 through April 15, 2019

Estimated Cost of Base Year of Contract: \$50,000

**SUBMITTAL DEADLINE:**

DATE: Wednesday, September 5, 2018

PREVAILING TIME: **10:00 A.M.**

**HAND DELIVER OR MAIL SEALED BID TO:**

Alaska Court System  
Attn: Leasing & Contracts Manager  
820 West 4th Avenue  
Anchorage, Alaska 99501

Kenai Courthouse  
Attn: Clerk of Court  
125 Trading Bay Dr., Suite 100  
Kenai, AK 99511

The Court System is soliciting sealed bids under ACS Procurement Guidelines 2-202. **Sealed Bids cannot be faxed.** Bid **modifications may be faxed** and will be accepted up to the time of bid. Faxed modifications must modify a sealed bid received by the Leasing & Contracts Manager by the bid deadline. FAX number 264-8296. Bids will be opened publicly, shortly after submittal deadline.

**PRE-BID CONFERENCE:**

A pre-bid inspection will be held Wednesday, August 29, 2018 at 11:30 a.m. Meet in the **main lobby of the Kenai Courthouse, 125 Trading Bay Drive, Kenai, Alaska.** Prospective bidders may tie in by teleconference by contacting the Leasing & Contracts Manager at the above number, at least 1 hour prior to conference. Attendance is not mandatory, but separate or individual inspections of the non-public areas will not be permitted.

**ALASKA COURT SYSTEM (ACS)**  
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# ALASKA COURT SYSTEM

## BID SCHEDULE

### SERVICE CONTRACT

Type of Service: Snow Removal, Plowing & Sanding  
Property/Facility: Kenai Courthouse  
Date of Issuance: August 15, 2018  
Submittal Deadline: September 5, 2018 10 AM  
Location(s): 125 Trading Bay Dr.  
Kenai, AK.9999611

Contracting Agency: Alaska Court System  
Facilities Department  
820 W. 4<sup>th</sup> Avenue  
Anchorage, AK. 99501  
Contracting Officer: Jack Bailey, Facilities Mgr.  
Contract Manager: Dawn Molina,  
Leasing & Contracts Mgr.  
Phone: 907-264-8284 Fax: 907-264-8296

ITB Number: KEN-S-18-0013

#### **I. BID SCHEDULE:** *Bidders should carefully read all Bid Documents attached to this schedule\*^\*^\**

Bid Documents include Instruction to Bidders, General Conditions, Supplemental Conditions, Technical Requirements and attachments.

**Failure to enter an amount in Pay Items A1-3, B1, C1, D1-3, and E1 may result in the bid being declared non-responsive. Bids will be compared on the basis of the Adjusted Bid Amount. The ACS reserves the right to reject all bids. If a Contract is awarded, it will be awarded to the lowest responsible and responsive bidder offering services that, in the sole judgment of the ACS, meet the minimum service criteria. The ACS will award the contract on the basis of the Total Basic Bid. However, the ACS will make payments under the contract based on the unit prices for the work actually performed.**

PAY ITEM	DESCRIPTION OF PAY ITEM, UNIT PRICE, TOTAL BID PRICE WRITTEN IN NUMBERS AND WORDS	TOTAL BID PRICE IN NUMBERS
<b>A. Significant Snowfall - Snowplowing, Stacking and Removal (inclusive of all equipment and labor) from driveways and parking lots during the term of the Contract:</b>		

1.	2.0" – 3.9" \$ _____ x 20 = _____ words	\$ _____ numbers
2.	4.0" – 7.9" \$ _____ x 7 = _____ words	\$ _____ numbers
3.	8.0" +above \$ _____ x 2 = _____ words	\$ _____ numbers

#### **B. Call out:**

1.	For plowing paths, clean up of snowdrifts and slush (inclusive of equipment and labor): \$ _____ x 11 = _____ per Hour words	\$ _____ numbers
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#### **C. Lot Sanding (inclusive of equipment, materials and labor):**

1.	Price for Sanding lot and driveways with Heated Road Sand material \$ _____ x 21 = _____ per Occurrence words	\$ _____ numbers
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#### **D. Sidewalk Snow Removal - Shoveling and Removal (inclusive of equipment, materials and labor) of snow from sidewalks and entryways during the term of the Contract:**

1.	2.0" – 3.9" \$ _____ x 20 = _____ words	\$ _____ numbers
2.	4.0" – 7.9" \$ _____ x 7 = _____ words	\$ _____ numbers
3.	8.0" +above \$ _____ x 2 = _____ words	\$ _____ numbers

#### **E. Sidewalk Ice Melt Application (inclusive of equipment, materials and labor):**

1.	Price for Applying ice melt to sidewalks and entryways during the term of the Contract: \$ _____ x 35 = _____ per Occurrence words	\$ _____ numbers
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# ALASKA COURT SYSTEM

## BID SCHEDULE SERVICE CONTRACT

**\*Note:** The quantities shown above are for bid comparison purposes only, and are not intended to indicate the quantities of work to be required. See Technical Requirements. Bidders are advised that **the ACS reserves the right to reject unbalanced bids (bids that do not reasonably allocate prices among the various bid items) if the unbalance is detrimental to the ACS.**

**TOTAL BASIC BID** (Total of Bid Prices above: A1-3, B1, C1, D1-3, E1).....\$ \_\_\_\_\_  
numbers

*Check Preference if applicable-See Instructions to Bidders and attach required proof and paperwork:*

- ☐ A. Alaskan Bidders
- ☐ B. Alaskan Bidder with Disabilities
- ☐ C. Alaskan Employment Program
- ☐ E. Alaska Products
- ☐ F. Recycled Products or Paper (Not Applicable.)
- ☐ G. Alaska Veterans

### **II. REFERENCES (Must list at least 3 companies with whom you had a contract to perform similar services as provided in the Technical Requirements of this Bid, for at least 1 full year in the last 5 years):**

1. \_\_\_\_\_  
Company Contact Name Daytime Telephone
2. \_\_\_\_\_  
Company Contact Name Daytime Telephone
3. \_\_\_\_\_  
Company Contact Name Daytime Telephone

### **III. ADDENDA ACKNOWLEDGEMENT:**

The Bidder acknowledges receipt of the following addenda to the DRAWINGS and/or SPECIFICATIONS (**note number and date of each**) and that associated costs are included in this bid.

Addenda #, Date Issued

Addenda #, Date Issued

Addenda #, Date Issued

\_\_\_\_\_  
No other alternates or substitutions allowed on this Bid Form.

### **IV. AGREEMENT:**

By completing, signing and submitting this form I certify that I have reviewed the bid documents, with addenda, and understand the scope of services and conditions required for this Property/Facility. Furthermore, I agree to furnish for the above amounts – which was arrived at independently and without collusion – all necessary labor, materials, and equipment. Work shall be accomplished in a workmanlike manner, observing all applicable civil rights and equal employment opportunity acts, and to the satisfaction of the Contracting Officer.

**ALASKA COURT SYSTEM**  
**BID SCHEDULE**  
*SERVICE CONTRACT*

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

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

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

Contractor Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

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

Business License #: \_\_\_\_\_ EIN or SSN: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Check one of the following to indicate type of business entity for your company:

Sole Proprietor: \_\_\_\_\_ Partnership: \_\_\_\_\_ Corporation: \_\_\_\_\_ Other (Specify): \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **ALASKA COURT SYSTEM (ACS)**

## **INSTRUCTIONS TO BIDDERS**

### ***SERVICE CONTRACT***

Procurement per ACS Procurement Guidelines

1. **DEFINITIONS:** Throughout this Invitation to Bid (ITB) the term "bidder" and "bid" are utilized. For purposes of this ITB "bidder" is defined as the respondent to the ITB and "bid" is the response submitted by a bidder. Where the wording "day" is utilized in this Invitation to Bid, it is defined as a calendar day.
2. **PROCUREMENT GUIDELINES:** This procurement is by competitive sealed bid under the ACS Procurement Guidelines, adopted by the administrative director of the ACS effective September 25, 2013. Copies of the Procurement Guidelines are available without charge from the Anchorage Court System, Procurement Office, 820 4th Ave, Anchorage, Alaska 99501, telephone 264-8226. In case of conflict between this document and the ACS Procurement Guidelines, the ACS Procurement Guidelines shall prevail.
3. **AVAILABILITY OF CONTRACT DOCUMENTS:** Contract Documents are available for pick up or for regular mailing at no cost to the bidder from the Facilities Office, 820 W. 4<sup>th</sup> Ave., Anchorage, Alaska. Any requested special or expedited handling will be charged at actual cost. Requests for bidding documents are to be made to Facilities Office, telephone (907) 264-8284.
4. **AMENDMENT, EXTENSION, OR CANCELLATION:** The ACS may amend, extend, or cancel this ITB as provided in the Procurement Guidelines.
5. **COMPLETENESS OF CONTRACT DOCUMENTS:** The submission of a bid is a representation that the bidder has examined the Contract Documents to make certain that all sheets and pages were provided, that the bidder has examined the Property/Facility where the work will be performed, that the bidder is knowledgeable as to the conditions to be encountered in performing the Work, and that the bidder understands the work to be performed.
6. **TIMELINESS OF BID:** It is the responsibility of the bidder to ensure that the bid and any bid modifications are received by the Contracting Officer before the scheduled bid opening time. **Late bids, including bids misdelivered to other ACS divisions, shall not be accepted.**

**Sealed bids cannot be faxes. A bid must be enclosed in an opaque, sealed envelope or other suitable container.** Faxed bid **modifications only** shall be accepted providing that the faxed modification is received by the Contracting Officer by the bid deadline and that the modification amends a bid which was received before the bid deadline. The fax number of the ACS Facilities Office is (907) 264-8296.

7. **RESPONSIVENESS OF BIDS:** Bids with minor informalities shall be considered responsive and accepted if the Contracting Officer determines that acceptance is in the best interest of the ACS. Minor informalities are matters of form rather than substance, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. **Unbalanced bids (bids that do not reasonably allocate prices among the various bid items) will be rejected as nonresponsive if the unbalance is detrimental to the ACS.**
8. **REJECTION OF BIDS:** The ACS may reject any and all bids. A bid shall be rejected if it does not conform in all material respects to the requirements of the ITB or is otherwise determined to be non-responsive.
9. **DOCUMENTS REQUIRED FOR BID:** Bidders must submit the following documents, properly completed and executed, within an opaque sealed bid envelope, no later than the time scheduled for bid opening. Bid Documents must be submitted to the location listed in the ITB in a sealed envelope with the ITB number and bid opening date and time marked on the front of the envelope. **Bids not including all of the items noted below in A, B, C (if applicable) and D shall be rejected.**
  - A. The Bid Schedule and acknowledgment of any addenda that may be issued. (Bids may be submitted on photocopied forms.) **Bid Schedule must be fully completed, including bid amounts for Basic Bid, Total Basic Bid, and other required information.**

# **ALASKA COURT SYSTEM (ACS)**

## **INSTRUCTIONS TO BIDDERS**

### ***SERVICE CONTRACT***

Procurement per ACS Procurement Guidelines

- B. **Photocopy of a valid Alaska Business License** or Application for same under AS.08.18.
- C. **Preferences:** Alaska Bidders, Alaska Product's, Recycled Products or Paper (not applicable), Employment Program, Alaskans with Disability, Alaska Veterans. Contractor must provide documents for proof or calculation of Preferences listed below.
- D. **Bid Security:** All bids shall be accompanied by a bid security in the form of an acceptable bond issued by a surety company, certified check, cashier's check or money order made payable to the Alaska Court System (State of Alaska). ACS requires a bid guaranty in the **amount of 5% of the Total Basic Bid Amount on the Bid Schedule OR \$500, whichever is greater**. The surety on a bid bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. This bid bond shall be held until a firm contract is executed. If the successful bidder fails to enter into a contract, this bid bond shall be forfeited to the Alaska Court System. Award may be made to the next lowest responsive and responsible bidder. After final award of bid, bid bonds shall be returned to the unsuccessful bidders. By submission of a bid bond and signature on the bid schedule, the successful bidder and its surety acknowledge and agree to the conditions of this Invitation to Bid.

**10. RESPONSIBILITY REQUIREMENT:** A bid shall be awarded only to a responsible bidder, who has the capability in all respects to perform fully the contract requirements and has the integrity and reliability which shall assure good faith performance. A bidder shall be declared non-responsible and the bid shall be rejected when:

- A. The bidder is in arrears on taxes due the State;
- B. The bidder has failed to perform satisfactorily on a previous contract with ACS, other state agency or an entity providing similar services to a court building or is not in a position to perform this contract.

See ACS Procurement Guidelines Section 2-212 for responsibility criteria. A determination by the Contracting Officer that a bidder is not responsible may be protested.

**11. PREFERENCES:** Check the box on the Bid Schedule that indicates whether the bidder is eligible for any of the following Preferences.

- A. **ALASKA BIDDER PREFERENCE:** A bid shall be awarded to an Alaska Bidder whose bid is not more than five percent (5%) higher than the lowest bid of a person that is not an Alaskan Bidder in accordance with Alaska Statute 36.30.170(b)(1) – (5). An Alaska bidder is defined as one who:
  - 1). Holds a current Alaska business license (business license number must be shown in space provided on the Bid Schedule);
  - 2). Submits a bid for goods or services under the name appearing on the current Alaska business license;
  - 3). Has maintained a place of business in 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, or is a partnership and all partners are residents of the State; and
  - 5). If a joint venture, is comprised entirely of ventures that qualify under (1-4 of this subsection).

**NOTE: A Bidder may seek a preference under either B, below, or C, below, but not both. In addition a Bidder may seek a preference under D and E, below.** A Bidder seeking the Alaskans with Disabilities Preference under B, below, must be an individual or business must be listed with the Division of Vocational Rehabilitation as qualified under Alaska Statute 36.30.170 at the time the bid is opened and provide ACS with a copy their Certification Letter. A Bidder seeking a preference under B, C, or D, below must add value by

# **ALASKA COURT SYSTEM (ACS)**

## **INSTRUCTIONS TO BIDDERS**

### ***SERVICE CONTRACT***

Procurement per ACS Procurement Guidelines

actually performing, controlling, managing, and supervising the services provided, or for supplies, a Bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

- B. **ALASKANS WITH DISABILITIES PREFERENCE:** A bid shall be awarded to an Alaska Bidder whose bid is not more than ten percent (10%) higher than the lowest bid, if the bidder is a qualifying entity under AS 36.30.170(e).
- C. **EMPLOYMENT PROGRAM PREFERENCE:** A bid shall be awarded to an Alaska Bidder whose bid is not more than fifteen (15%) higher than the lowest bid, if the bidder is offering services through an employment program in accordance with Alaska Statute 36.30.170(c).
- D. **ALASKA PRODUCTS PREFERENCE:** For bid comparison purposes, ACS shall decrease the bid or proposal by the percentage of the value of the designated Alaska products under AS 36.30.332 – AS 36.30.338. The bidder must execute the Alaska Products Preference Worksheet and submit the worksheet with the bid in order to receive this preference. A list of qualified Alaskan products may be obtained from the Department of Commerce and Economic Development, Division of Community and Business Developments or may be on line at web site located at <http://www.commerce.state.ak.us/oed/prodpref/prodpref.htm> . An Alaska Products Preference Worksheet can be obtained from the Facilities Office by calling 264-8238.
- E. **RECYCLED PRODUCTS PREFERENCE:** Not Applicable.
- F. **ALASKA VETERAN'S PREFERENCE:** An Alaska Veteran Preference of five percent, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:
- 1). sole proprietorship owned by an Alaska veteran;
  - 2). partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
  - 3). limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
  - 4). corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

A preference under this section is in addition to any other preference for which the bidder qualifies.

To qualify for this preference, the bidder must add value by the bidder itself actually performing, controlling, managing and supervising a significant part of the services provided or the bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

An Alaska veteran is a resident of Alaska who:

- 1). Served in the Armed forces of the United States, including a reserve unit of the United States armed forces; or the Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
- 2). Was separated from service under a condition that was not dishonorable.

**NOTE: Alaska Veteran Preference Affidavit Required.**  
See attached form 25D-17.

- 12. BID PREPARATION COSTS:** Except as provided in Procurement Guideline 4-401.03.9, the ACS shall not be liable for any costs incurred by the bidders in bid preparation.



# **ALASKA COURT SYSTEM (ACS)**

## **INSTRUCTIONS TO BIDDERS**

### ***SERVICE CONTRACT***

Procurement per ACS Procurement Guidelines

**13. BID OFFERS:**

- A. Offers made in response to this ITB shall be good and firm for a period of 60 days from the date of bid opening.
- B. All offers and acceptance resulting from this ITB are limited to the terms and conditions contained in this document and its attachments.

**14. BID OPENING:** At the time fixed for bid opening, bids shall be publicly opened and read for the information of bidders and others properly interested, who may be present either in person or by representative.

**15. BID AWARD:** The bid award shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set out in this Invitation to Bid. The sum of the Total Basic Bid plus any Alternates Awarded governs for purpose of determining low bidder.

- A. Notice of Intent to Award will be issued to the lowest responsible and responsive bidder generally within 2 working days after Bid Opening, and shall be transmitted by facsimile to all bidders.
- B. Notice of Award will be issued to the bidder identified in the Notice of Intent to Award generally within 15 working days after issuance of Notice of Intent to Award. Notice of Award shall be made subject to availability of funds and its issuance may be delayed or canceled as determined by the Contracting Officer in accordance with ACS Procurement Guidelines.

**16. BID PROTESTS:** Prior to the Bid Opening - Bidders are requested to carefully review this entire invitation as soon as it is received for defects and questionable or objectionable content. Questions, objections or comments should be made in writing and received by the Facilities Manager no later than 15 days before bid opening, so that any necessary amendments may be published and distributed to bidders. Bidders' protests based upon any omissions, errors, or the content of the Invitation to Bid will be disallowed if not made in writing and received by the Facilities Manager no less than 10 calendar days before bid opening.

A person desiring to protest the provisions of this ITB or the award must comply with the applicable provisions of ACS Procurement Guideline 4-401.

If a protest is sustained in whole or in part, the protestor's sole remedy is the successful protestor's documented reasonable bid or proposal preparation costs.

**17. EEO AND FEDERAL CIVIL RIGHTS COMPLIANCE:** By signature on the Bid Schedule the bidder certifies compliance with the applicable portions of the Federal Civil Rights Act of 1964 and the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Governments. If any bidder fails to comply with the Act or Regulations issued thereunder, the ACS reserves the right to terminate the contract.

**18. TAXES:** All bids shall exclude federal, state and local sales taxes. However, if the bidder believes that certain taxes are properly payable by the ACS; such taxes may be listed separately, directly below the bid price for the affected item. The ACS is exempt from federal excise tax under Registration No. 92-6001185.

**19. SUBCONTRACTORS:** A contractor may not subcontract or delegate performance of the contract if the value of the subcontracted or delegated performance is more than twenty percent of the value of the contract without the prior written approval of the court system. If the contractor proposes such an assignment or delegation, the contractor must provide to the court system sufficient information about the subcontractor or assignee to permit the court system to evaluate the responsibility of the subcontractor or assignee. The court system will, in its discretion, approve the subcontract or assignment if such approval is in the best interests of the court system.

# **ALASKA COURT SYSTEM (ACS)**

## **INSTRUCTIONS TO BIDDERS**

### ***SERVICE CONTRACT***

Procurement per ACS Procurement Guidelines

#### **BIDDER PREFERENCE CHECKLIST**

Following is a list of items a bidder must submit in order to qualify for the preferences listed in Section 11, above:

A. Alaska Bidder Preference:

- ☐ For each business entity other than a sole proprietorship, provide documentation showing that the bidder has maintained a licensed place of business in 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.

B. Alaskan Bidder with Disabilities Preference:

- ☐ In addition to the requirements for Alaska Bidder Preference, provide documentation showing that the bidder is listed as an approved "Qualifying Entity" on the most recent Procurement Preference Approved List issued by the Alaska Division of Vocational Rehabilitation.

C. Disabled Alaskan Employment Program Preference:

- ☐ In addition to the requirements for Alaska Bidder Preference, provide documentation showing that the bidder is listed as an approved "Employment Program" on the most recent Procurement Preference Approved List issued by the Alaska Division of Vocational Rehabilitation.

E. Alaska Products Preference:

- ☐ Provide completed Alaska Products Preference Worksheet
- ☐ Provide documentation showing that the Alaska Products proposed are listed as qualified Alaska products.

F. Recycled Alaska Products Preference: Not Applicable

G. Veteran's Preference:

- ☐ Provide completed Alaska Veteran's Preference Affidavit, Form 25-D17



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

## ALASKA VETERAN'S PREFERENCE AFFIDAVIT

In response to the Invitation to Bid for:

Project Name and Number \_\_\_\_\_,

I certify under penalty of perjury that \_\_\_\_\_  
(Name) qualifies for the Alaska Veteran's Preference under the following conditions:

(a) If a bidder qualifies under AS 36.30.170(b) as an Alaska bidder and is a qualifying entity, a five percent bid preference shall be applied to the bid price (preference may not exceed \$5,000). In this subsection, "qualifying entity" means a:

- (1) Sole proprietorship owned by an Alaska Veteran;
- (2) Partnership under AS 32.06 or AS 32.11 if a majority of the members are Alaska Veterans;
- (3) Limited liability company organized under AS 10.50 if a majority of the individuals are Alaska Veterans.

(b) To qualify for a preference under this section, a bidder must add value by the bidder itself actually performing, controlling, managing and supervising a significant part of the services provided, or the bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

(c) In this section, "Alaska Veteran" means an individual who is a:

- (1) Resident of this state; and
- (2) Veteran; means an individual who:

(A) Served in the:

- (i) Armed Forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from the service under a condition that was not dishonorable.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# ALASKA COURT SYSTEM (ACS)

## GENERAL CONDITIONS

2-202 (*Service Contract*)

Procurement per ACS Procurement Guidelines

### 1. DEFINITIONS:

#### A. Parties to the Contract:

- 1). Contracting Officer: The Facilities Manager authorized by the ACS to enter into and administer the contract on its behalf. The Contracting Officer has the authority to:
  - a) Make findings, determinations and decisions with respect to the Contract;
  - b) Modify or terminate the Contract on behalf of the ACS.
- 2). Contract Manager: The Contract Manager will be authorized representative of the ACS responsible for contract administration. The Contract Manager has the authority to:
  - a) Approve materials and methods;
  - b) Approve Work and payments thereof; and
- 3). Local Contact: The ACS employee designated by the Contracting Officer at the location for where work will be performed.
- 4). Contractor: The individual, firm, or corporation contracting with the ACS for performance of the Work.

#### B. Property/Facility: The building(s) or area(s) as defined in the Supplemental Conditions.

#### C. Approved or Approval: Means written approval by the Contracting Officer or other authorized representative of the ACS.

#### D. Contract Documents: Includes the Bid Schedule, General Conditions, Supplemental Conditions, Technical Requirements (Scope of Work), and any addenda, written changes, or attachments.

#### E. Work: Is the act of, and the result from, performing services, furnishing labor, furnishing and incorporating materials and equipment to the Property/Facility and performing other duties and obligations, all as required by the Contract Documents.

### 2. CONTRACT EXTENSION:

Unless otherwise provided in the Contract Documents, ACS and the Contractor:

A. Agree that any continued performance of the Work beyond the term of the Contract and any exercised renewal options will be considered a "month-to-month" extension. All other terms and conditions as set forth in this Contract shall remain in full force and effect

B. Except as provided in Paragraph 3, below, each party shall provide to the other party notice of intent to cancel such "month-to-month" extensions at least thirty (30) days prior to the desired date of cancellation.

### 3. CONTRACT FUNDING:

Payment and performance obligations for terms of the contract are subject to the availability and appropriation of funds made by the Legislature of the State of Alaska and it may be reduced in scope or terminated due to lack of such appropriations.

### 4. LAWS TO BE OBSERVED:

The Contractor shall keep fully informed of all Federal and State regulatory requirements. The contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to accomplishing the work. The Contractor shall also comply with standards prescribed by the State of Alaska, Department of Labor, Division of Labor Standards and Safety

### 5. INVOICING AND PAYMENTS:

A. Payment for contracts under \$500,000.00, for the undisputed purchase of services provided by the Contractor, shall be made within 30 days of the receipt of a proper invoice. A late payment is subject to

## SECTION A

# **ALASKA COURT SYSTEM (ACS)**

## **GENERAL CONDITIONS**

*2-202 (Service Contract)*

Procurement per ACS Procurement Guidelines

interest, at a rate equal to the "legal rate of interest" established under AS 45.45.010, on the unpaid balance. Interest will not be paid if there is a dispute or if there is a discrepancy in the invoice.

- B. Invoices for all services rendered during a given month (or prorated if less than a full month) will be submitted to the attention of the Contract Manager whose name and address is identified on the Bid Schedule. Invoices must be provided in a format acceptable to the Contract Manager. The Contract Manager reserves the right to request backup documentation in support of invoices in question. Failure to provide the requested backup material may result in partial payment or rejection of the billing. Requested backup may include, but is not limited to, employee time sheets and pay records, records of subcontractor payments, bills of sale for equipment and supplies, and evidence of timely tax or employee compensation payments. The ACS will make payment only after verifying that the services have been provided in accordance with this Contract. Invoice must be itemized showing actual dates of service and show the calculation of cost for each ITB item times the number of units provided to accomplish the Work. The ACS may modify the Contractor's invoice, because of deficient work or improper billing procedures, following written notice to the Contractor.
- C. Questions or disputes concerning the Contractor's payment must be presented in writing to the Contract Manager.
- D. The ACS shall make payment to the Contractor following Approval of successfully completed Work and receipt of invoice from the Contractor in accordance with the provisions established above. The Contractor shall make prompt payment to all employees, subcontractors and suppliers utilized on the Property/Facility. Acceptance of final payment will constitute Contractor's waiver of all existing and future claims.
- E. The ACS reserves the right to recover sums due the ACS from the Contractor under this or any other contract by deducting the amounts due the ACS from amounts earned by the Contractor under this or any other contract.

### **6. CONTRACTOR RIGHTS AND RESPONSIBILITIES:**

#### **A. Qualifications of Contractor Personnel:**

- 1) Contractor shall employ competent supervisory personnel capable of training employees on methods of accomplishing the work performance and quality standards of this contract.
- 2) Supervisory personnel shall have in-depth knowledge of the contract requirements, procedures, supplies, and equipment.
- 3) All management personnel and the supervisor are required to be fluent in written and spoken English.

B. All personnel employed by the contractor shall be fully trained, competent, and qualified. The supervisor is required to attend a meeting, during the ACS workday, with the Contracting Manager or Local Contact. This will familiarize Contractor's employees with key ACS personnel and areas in and around the facility requiring special attention.

C. Contractor shall have the sole responsibility for the means, methods, sequences, or procedures of all services provided, and safety precautions related thereto. The Contractor shall conduct all Work in such a manner as to protect State resources.

D. Contractor shall comply with all applicable Federal, State, and Local laws, regulations, codes, ordinances and written directives issued by the Contracting Officer. In addition, the Contractor shall pay for and obtain applicable licenses and permits, provide supervision, labor, tools, and new materials (except as may otherwise be provided by the ACS); and utilize Alaska Products and Wood Products when applicable. Contractor shall give all notices necessary and incidental to accomplishing the Work.

E. Any act or occurrence (be it a result of an emergency, differing site conditions or change order) which may form the basis of a claim for a price or time adjustment shall be reported immediately to the Contract Manager.

### **SECTION A**

# **ALASKA COURT SYSTEM (ACS)**

## **GENERAL CONDITIONS**

2-202 (*Service Contract*)

Procurement per ACS Procurement Guidelines

**F. Indemnity and Insurance:**

The Contractor shall indemnify, save harmless, and defend the ACS, its agents and its employees from any and all claims, actions or liabilities for death, personal injuries, or damages sustained by any person or property arising directly or indirectly from the Contractor's performance of this Contract; however, this provision shall not require the Contractor to indemnify, save harmless, or defend the ACS in a case in which the sole proximate cause of the death, personal injury, or damage is the ACS's negligence or other fault. The Contractor agrees that the ACS may exercise its rights under this Contract as a setoff against any amounts due the Contractor under any other contract between the Contractor and the ACS, and that the ACS may exercise its rights under any other contract between the Contractor and the ACS as a setoff against any amounts due under this Contract.

Without limiting the Contractor's indemnification obligations, it is agreed that the Contractor will purchase at its own expense and maintain in force at all times during the performance of services under this Contract the policies of insurance described below. Failure to maintain required insurance may, at the option of the Contracting Officer, be deemed deficient work and remedied in accordance with the Contract. Where specific limits are shown, it is understood that they will be the minimum acceptable limits. Such limits shall not limit or otherwise affect the liability of the Contractor to the ACS or any other person. If the Contractor's policy contains higher limits, the ACS shall be entitled to coverage to the extent of such higher limits.

The State of Alaska, Alaska Court System shall be named as an "Additional Insured" under all liability coverage listed below, except where prohibited by applicable law. As a condition of Award, Certificates of Insurance must be delivered to the Contract Manager. These certificates must provide for not less than thirty (30) days' prior notice to the ACS in the event of cancellation, non-renewal or a material change in the policy. In the event of an event for which ACS reasonably believes insurance may provide coverage, the Contractor shall provide ACS a copy of the applicable insurance policy on request. Proof of insurance is required of the following and they must remain in full force and effect for the duration of the Contract:

1) Workers' Compensation Insurance:

The Contractor shall provide and maintain, for all employees of the Contractor engaged in Work under this Contract, Workers' Compensation Insurance as required by Alaska Statute 23.30.045. The Contractor will be responsible for Workers' Compensation Insurance for any Subcontractor who directly or indirectly provides services under this Contract. This coverage must include statutory coverage for States in which employees are engaging in Work and employer's liability protection not less than \$100,000.00 per person, \$100,000.00 per occurrence.

2) Comprehensive (Commercial) General Liability Insurance:

With coverage limits not less than \$500,000.00 combined single limit per occurrence and annual aggregates where generally applicable and will include premise-operations, independent Contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

3) Comprehensive Automobile Liability Insurance:

Covering all owned hired and non-owned vehicles and with coverage limits not less than \$100,000.00 per person, \$300,000.00 per occurrence bodily injury and, \$50,000.00 property damage.

**7. COMMUNICATIONS/SUPERVISION:**

- A. At least one (1) person at the supervisory level, who can speak, read and write English fluently, must be present at all times during the performance of any Work under this Contract.
- B. The supervisor is authorized to act for the Contractor and to communicate with ACS on behalf of Contractor.

## **SECTION A**

**ALASKA COURT SYSTEM (ACS)**  
**GENERAL CONDITIONS**  
*2-202 (Service Contract)*

Procurement per ACS Procurement Guidelines

- C. The Contractor must have adequate supervision on-site during the scheduled hours of Contract performance to ensure all functions are performed to meet the quality standards and schedules.
- D. The Contractor must supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. All Work must be performed in a sound and workmanlike manner, and all materials and labor must be in strict conformity with the Contract Documents. The Contractor is responsible for the means, methods, techniques, sequence, and procedures in the execution of the Contract.
- E. Contractor must provide the supervisor's name(s), address, 24-hour telephone number, working fax number and a working E-mail address.

**8. PRESENCE OF MINORS:**

No minors under eighteen (18) years of age, including family members of the Contractor or his employees, are to be on the Property/Facility during Contract Work hours and are prohibited from performing any work under this Contract.

**9. SERVICES/SUPPLIES/EQUIPMENT:**

The Contractor shall provide all of the services as described and must furnish all of the labor, equipment, supplies, and materials necessary to accomplish the Work described in these Contract Documents. Contractor may not store equipment, materials, or supplies on ACS premises, except where expressly permitted and designated on attached floor or site plan.

**10. MATERIAL SAFETY DATA SHEETS (MSDS):**

In accordance with federal law and as a condition of Contract Award, the Contractor shall provide to the Contracting Officer evidence that copies of all MSDS's (relating to all the chemicals and/or agents that are to be used in the performance of this Contract) are available to their employees. During the course of the Contract, MSDS's for newly acquired products, not identified at Award, shall also be made available. Within two days, the Contractor shall provide to the Contracting Agency copies of any requested MSDS. The Contractor shall maintain a file of Material Safety Data Sheets in Contractors Office.

**11. VISIT TO SITE:**

A submission of a bid by the Contractor is a representation that the Contractor has visited the site, carefully examined the site and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract documents.

**12. INSPECTION OF WORK/DEFICIENT WORK:**

- A. ACS has the authority to conduct inspections without the Contractor or Contractor's designee in attendance. Upon notification by ACS, the Contractor or the Contractor's designee shall be present at a designated location to conduct an inspection with ACS's representative. Such inspections are to occur on the date specified by the ACS and between the hours of **9:00 a.m. and 3:00 p.m.** Required corrections resulting from deficient Work shall be accomplished immediately after the inspection or at the sole discretion of ACS, at an acceptable, alternate time.
- B. Contractor will check daily for and respond to any deficiency notices that are E-mailed and/or faxed to the Contractor.
- C. If the Contractor fails to appear for an inspection or fails to correct a deficiency within the time allowed, ACS may have the work performed by others and deduct the cost from the next payment due under the Contract. In addition, ACS will consider such failure to be deficient Work under the Termination provisions of the Contract.

**SECTION A**

**ALASKA COURT SYSTEM (ACS)**  
**GENERAL CONDITIONS**  
**2-202 (Service Contract)**

Procurement per ACS Procurement Guidelines

**13. TERMINATION:**

- A. Deficient Work or failure to meet a contract requirement within the established time period and in accordance with Contract requirements shall constitute deficient Work and cause the Contract Manager to issue a written deficiency notice to the Contractor. A copy of the notice will be sent to the Contracting Officer. The notice shall describe each item of Work that is deficient, reference the applicable Contract requirement and denote the amount of time allowed to correct each deficiency. In addition, the notice may describe the consequences should additional deficient work occur. Failure to appear for a requested inspection or the occurrence of deficient work in excess of more than three (3) times in a sixty (60) day period or a total of seven (7) in a one hundred and eighty (180) day period will be grounds for the Contracting Officer to declare the Contractor in default and cancel the Contract. Continuous work deficiencies, even if corrected within the prescribed time frames, will be cause for termination of the contract. In the event of such termination, ACS shall pay the Contractor for all work satisfactorily completed prior to termination at the unit rates provided in the Contract, less any damages for deficient performance.
- B. The Contracting Officer may at any time terminate this Contract for the convenience of ACS by notifying the Contractor of such termination. Immediately upon the effective date of termination, the Contractor shall stop work under the Contract and take reasonable steps to cancel all orders for materials, labor, or supplies intended for use in performing services under the Contract. In the event of such termination, ACS shall pay the Contractor for all work satisfactorily completed prior to termination at the unit rates provided in the Contract, less any damages for deficient performance. ACS shall not be liable to the Contractor for loss of anticipated profits as a result of termination for convenience. At the request of ACS, the Contractor shall deliver to ACS all materials and supplies for which compensation is allowed under this provision.
- C. Upon termination, the Contractor must immediately remove all Contractor-owned supplies, equipment, and materials from ACS premises. If the Contractor fails to remove its supplies, equipment, and materials from ACS premises within 72 hours from the termination (weekends and holidays excluded), ACS will immediately dispose of the supplies, equipment, and materials.

**14. FREQUENCY OF SERVICES:**

The Contracting Officer reserves the right to alter the frequency of services that may result from a change in funding or need. The Contracting Officer also reserves the right to increase or decrease the Work area within the Property/Facility. If the Contracting Officer increases or decreases the frequency of services or the work area, the parties will agree upon an equitable adjustment to the rate.

**15. BUILDING SECURITY:**

The contractor will ensure that all doors indicated as security doors are kept locked at all times except when the room/area is occupied by the agency assigned to that specific room/area of the building. At the end of each work period Contractor's employees are required to turn off all lights (excluding those indicated as security); lock all doors and windows; and inspect the area for fire hazards and take appropriate corrective action. The Contractor shall also comply with standards prescribed by the State of Alaska, Department of Labor, Division of Labor Standards and Safety.

**16. CONDUCT OF THE WORK:**

All services shall be performed according to the frequency schedules prescribed in this contract; all work shall be completed without interfering with the proper performance of State business or work being done by other contractors. Work must be performed in accordance with applicable OSHA and ENVIRONMENTAL statutes and regulations.

**17. KEY CONTROL: DOES NOT APPLY FOR THIS CONTRACT**

**18. SECURITY CLEARANCE:**

Contractors, agents, principals, officers or employees who supply goods or services to the ACS must have completed background checks. The interior premises of ACS facilities may contain confidential information

**SECTION A**



# **ALASKA COURT SYSTEM (ACS)**

## **GENERAL CONDITIONS**

2-202 (*Service Contract*)

Procurement per ACS Procurement Guidelines

relating to the business of the ACS. Any person with the following conditions is restricted from working within the interior premises or entering the interior premises, other than as a member of the general public: 1) been convicted of a violent crime or crime of theft within last 5 years; 2) been convicted of more than 2 misdemeanors in last 5 years; 3) been convicted of more than one felony in previous 10 years; 4) has an on-going case in the court where work is being performed with ACS until case is resolved. The ACS may make an exception to this restriction where services are provided under conditions in which the movements and activities of the person providing services within the premises are constantly monitored, and under circumstances in which the movements and activities of the person providing services are limited to areas in which confidential information relating to the business of the ACS is not present.

- 1) The ACS may limit or reject certain individuals if their presence is determined by the Contracting Officer to be detrimental to the normal conduct of the ACS business.
- 2) Prior to commencement of any work on the Premises, the ACS requires each contractor, agent, principal, officer or employee of the Landlord, who will work on court Premises, to provide a completed Background Check Form obtained from ACS. ACS may also require fingerprints be taken. The Contractor shall ensure these requirements are met and pay for all costs associated with obtaining the Reports and Fingerprints at:

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

- 3) Much of the business of the ACS is necessarily confidential and not subject to public disclosure. The confidentiality of draft opinions, internal memoranda, conversations regarding pending issues and other court business are essential to the court's function. Additionally, records related to personnel issues, procurement proceedings, internal policy discussions, and other administrative issues are also confidential. Prior to commencing any work under this contract, the contractors, agents, principals, officers or employees who supply goods or services to the premises shall inform all contractors, agents, principals, officers, and employees working on the premises that the disclosure of any confidential court business observed or overheard may result in permanent removal from the premises and may be grounds for termination of contract and even criminal prosecution.
- 4) The ACS may require identification cards, which will be provided at Contractor's expense.
- 5) During the term of this contract, the Contractor must monitor the status of each of its subcontractors, agents, principals, officers or employees with respect to the conditions described in Paragraph 18.A, above. Upon learning that the status of an individual has changed so that the individual would be prevented from entering or working on ACS premises, the Contractor must immediately terminate that individual's access to ACS facilities, and report to the ACS contracting officer or manager the nature of the change in status. **If the Contractor fails to comply with this paragraph, the ACS may terminate the contract as provided in these General Conditions.**

# ALASKA COURT SYSTEM (ACS)

## SUPPLEMENTAL CONDITIONS

2-202 (*Service Contracts*)

Procurement per Alaska Court System Procurement Guidelines

The following supplements modify, change, delete from or add to the attached *General Conditions* for this contract. Where any provision of the *General Conditions* is modified, or a segment deleted, by these Supplementary Conditions; the unaltered portion of that provision shall remain in effect.

**1. LOCATION OF PROPERTY/FACILITY: 125 Trading Bay Road, Kenai, Alaska, 99611.**

**2. SCOPE OF SERVICES:** Contractor shall provide all **Snowplowing, Snow Removal and Sanding Services** as outlined in the attached Technical Requirements.

**3. CONTRACT PERIOD**

A. This Contract term commences on **October 15, 2018** and expires on **April 15, 2019.**

B. Contract prices, as identified on the Contract Award form, are to remain firm through the expiration of the term of the contract.

**4. AREA INCLUDED IN THE CONTRACT**

The entire area of parking lots and driveways as identified on Attachment A. All sidewalks, steps, ramps, building entries and exits as identified on Attachment B.

**5. SPECIAL REQUIREMENTS**

**A. Parking Lots**

1. All lots and driveways must be cleared of all snow by 7:30am.
2. All lots and driveways must be sanded or ice free by 7:30am.
3. If conditions become icy from 7:30am to 6pm, contractor will, within 2 hours, provide sanding services to prevent vehicles or people from experiencing slip and fall conditions, being careful not to damage vehicles in the lot.

**B. Sidewalks, Stairs, Ramps, Entryways and Exits**

1. All sidewalks and entryways must be cleared of all snow by 7:30 a.m.
2. All sidewalks and entryways must have ice melt or ice free by 7:30 a.m.
3. Services shall also be provided during the weekdays 7:30 a.m. to 5:00 p.m., **when snow or ice is actively accumulating (2" or more)**, once at 11:00 a.m. and once at 4:00 p.m.. The ACS representative may "call out" Contractor at other times as the representative deems necessary, such as when high winds cause snow drifting.
4. When removing snow from sidewalks using mechanical equipment, Contractor shall remain 12" from the building, **EXCEPT AT DOORWAYS**. Contractor will only use a mechanical "brush" or hand shovel to prevent damage to sidewalks. Contractor will hand shovel steps, ramps, building entries and exits if they cannot be cleaned with mechanical equipment.
5. Contractor will apply ice melt to sidewalks, steps, ramps and building entries and exits to prevent slip and fall conditions.

## SECTION B

# **ALASKA COURT SYSTEM (ACS)**

## **SUPPLEMENTAL CONDITIONS**

2-202 (*Service Contracts*)

Procurement per Alaska Court System Procurement Guidelines

C. Contractor or an employee must be physically located in the **Kenai/Soldotna** area in order to know and respond to effects of local weather conditions in ACS parking lots in a timely manner.

D. **Emergencies**: When a 2" or more snowfall or icing conditions occur during ACS business hours (7:30am to 4:30pm Monday through Friday except State Holidays), Contractor shall provide preliminary snowplowing (this will be at the call out hourly rate) and/or sanding (this will be per occurrence) as needed to allow for safe movement of people and vehicles prior to 4:30pm. The balance of the Snowplowing and/or sanding of entire lot shall be complete by 7:30am the following day.

## **SECTION B**

# ALASKA COURT SYSTEM (ACS)

## TECHNICAL REQUIREMENTS

(Service Contracts)

Procurement per Alaska Court System Procurement Guidelines

### 1. SCOPE:

A. **Parking Lots:** All required snowplowing, stacking and removal from the site per occurrence of a snowfall 2 inches or greater, call outs for additional work requested by ACS, and sanding as needed for parking lots and associated access driveways at the Kenai Courthouse. Contract includes the rental or use of the below listed snow removal equipment and all labor, materials, travel time and dumpsite fees to perform this work.

B. **Sidewalks, Stairs, Ramps, Entryways and Exits:** All required shoveling and removal from the site per occurrence of a snowfall 2 inches or greater, call outs for additional work requested by ACS, and applying ice melt as needed for sidewalks, stairs, ramps, entryways and exits at the Kenai Courthouse. Contract includes the rental or use of the below listed snow removal equipment and all labor, materials, travel time and dumpsite fees to perform this work.

### 2. DESCRIPTIONS:

A. "Significant Snowfall" is the accumulation of 2 inches or greater depth of snow *in a 24 hour period starting at 6pm each day* as measured in any parking lot under this contract at the Kenai Courthouse. Without the approval of the contracting officer, the Contractor may not invoice for work exceeding the number of snowfalls per month and amount of inches of snowfall precipitation per 24 hr period found on the website located at <http://w2.weather.gov/climate/xmacis.php?wfo=pafc>. (In this referenced website - In the drop down boxes at the top, enter "Kenai" and the dates, then check the "observed" box and the "precipitation" box)

B. "Snowplowing, Stacking and Removal" means all plowing, and stacking of snow that has fallen on the parking lots and driveways, removal of snow from the premises, and removal of built-up, packed snow or ice from plowed areas. Contractor must automatically plow and remove snow from driveways and parking lots upon a significant snowfall in an evening, as measured in any parking lot under this contract at the Kenai Courthouse. Contractor must assure that after plowing there is no built-up or packed snow and/or ice from plowed areas greater than 1" deep. If packed snow and ice greater than 1", Contractor will remove within 24 hours of notice from ACS, at no additional cost to ACS, down to less than 1" depth.

C. "Shoveling and Removal" means all shoveling of snow that has fallen on the sidewalks, stairs, ramps, entryways and exits, removal of snow from the premises, and removal of built-up, packed snow or ice from shoveled areas. Contractor must automatically shovel and remove snow from sidewalks, stairs, ramps, entryways and exits, upon a significant snowfall in an evening, as measured on the premises, under this contract at the Kenai Courthouse. Contractor must assure that after shoveling there is no built-up or packed snow and/or ice from shoveled areas greater than 1" deep. If packed snow and ice are greater than 1", Contractor will remove within 24 hours of notice from ACS, at no additional cost to ACS, down to less than 1" depth.

## Section C

# **ALASKA COURT SYSTEM (ACS)**

## **TECHNICAL REQUIREMENTS**

*(Service Contracts)*

Procurement per Alaska Court System Procurement Guidelines

D. "Call outs" means work performed by Contractor at the special request of ACS for clean up of snowdrifts, slush or plowing of egress or ingress paths for vehicles and people. "Call outs" does not include any work included in Snowplowing, Stacking and Removal, nor does it include requests to correct defective work.

E. "Lot Sanding" means spreading Heated Road Sand material on plowed or slippery areas. Contractor shall apply sand as is appropriate to the conditions to prevent slippage of people and vehicles on snow or ice.

F. "Ice Melt Application" means spreading ice melt product on shoveled or slippery areas. Contractor shall apply ice melt as appropriate to the conditions to prevent slippage of people on sidewalks and other pedestrian areas.

G. Contractor shall normally conduct all activities at night or other low utilization times, i.e., outside ACS business hours, unless ACS directs otherwise. (See Supplemental Conditions for Emergencies).

H. ACS guarantees no minimum usage. Call outs will be by the designated ACS representative only. Minimum call out time is 2 hours.

I. Travel time is the actual transit time expended by the Contractor in moving the equipment and materials from the Contractor's place of business to the work location and return and shall be included in the bid prices. Contractor's unit prices for Snowplowing, Stacking & Removal, Lot Sanding, Sidewalk Snow Removal, and Ice Melt Application, include travel time. For call outs, see 6.B, below.

J. The Contractor shall be responsible for any Contractor-caused damages to ACS buildings and improvements. This includes but is not limited to damages to the utilities, landscaping, structures, paving, curbing, signs or vehicles parked in the lots.

### **3. EQUIPMENT AND MATERIALS:**

A. All equipment must meet pertinent Federal and State safety standards, with particular emphasis on lighting required for snow removal equipment.

B. The designated ACS representative shall have the authority to terminate the use of any equipment, which ACS believes is not maintained in good working condition or does not perform at a production capability consistent with maintenance standards.

C. Contractor must have the following minimum equipment and each designated class of equipment available for all areas and shall meet the following specifications:

- 1) Rubber tired front end loader equipped for snow removal relative to this project and safety features for night-time operation, no less than (4) cubic yard capacity.

## **Section C**

# **ALASKA COURT SYSTEM (ACS)**

## **TECHNICAL REQUIREMENTS**

*(Service Contracts)*

Procurement per Alaska Court System Procurement Guidelines

2) End dump trucks, equipped for hauling snow relative to size of this project, no less than (18) cubic yards, and fitted with side boards to retain snow.

3) Full sized four-wheel drive pickup equipped with a minimum of a seven and one-half (7-1/2) foot hydraulic snow plow. Plow to have boxed ends.

4) Full sized four-wheel drive pickup equipped with a minimum of a sander having a minimum capacity of one (1) cubic yard or functional equivalent.

5) Bobcat with plow blade, brush and bucket.

6) Snow blower and hand shovels.

7) Ice chipper/scrapper.

D. Contractor shall supply the material listed below, as is appropriate to the conditions.

1) Heated Road Sand material for this contract shall be in accordance with the standard for the State of Alaska, Department of Transportation road maintenance.

2) Deicing products for this contract shall be magnesium chloride type.

4. **WORKMANSHIP:** The Contractor agrees that all of the work and labor shall be performed in the most workmanlike manner and that all materials and labor shall be in strict conformity with contract specifications.

A. Equipment operators shall be competent and experienced and shall be capable of operating the equipment to its capacity. The Contractor shall replace those operators who in the opinion of the designated ACS representative, display misconduct on the job or are incompetent, dangerous, or negligent in the operation of the equipment.

5. **AREA REQUIREMENTS:**

A. Contractor must plow and haul the snow and ice to a dumpsite, which has been approved in advance by the ACS representative.

B. No equipment may be left over night or stored on site.

6. **METHOD OF MEASUREMENT:** Will be computed as follows:

A. For Snowplowing, Stacking and Removal work it will be performed per occurrence of significant snowfall in an evening. This "per occurrence" charge includes all work inclusive of materials, equipment and labor necessary to conform to these Technical Requirements and the Supplemental Conditions.

## **Section C**

# ALASKA COURT SYSTEM (ACS)

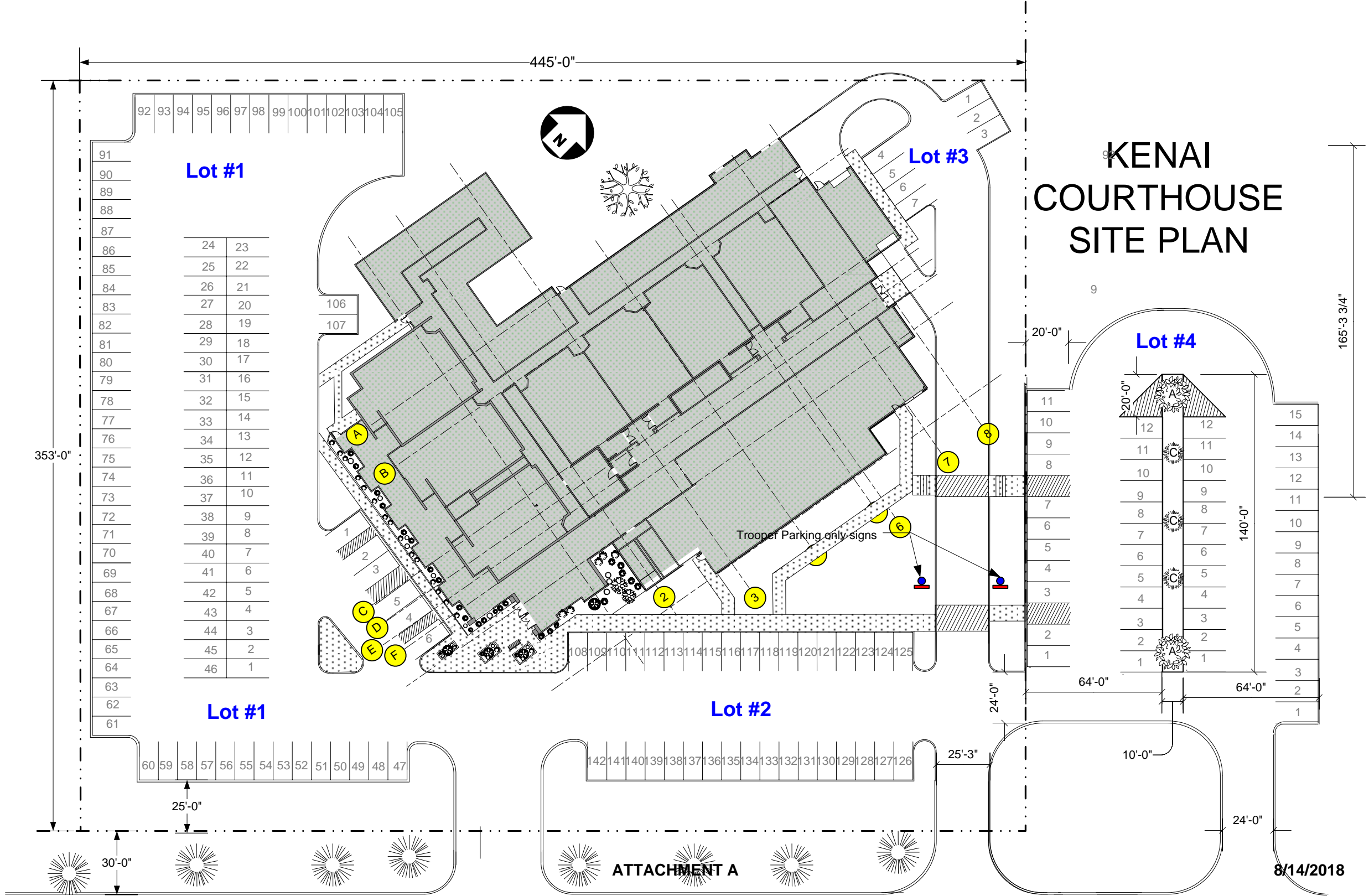
## TECHNICAL REQUIREMENTS

*(Service Contracts)*

Procurement per Alaska Court System Procurement Guidelines

- B. For Call-outs, it will be by the hour for equipment and operators. The measurement shall commence when the required equipment and operator leaves the Contractor's designated storage yard or previous work location (whichever is closer) for the specific location as directed by authorized ACS personnel. The measurement shall cease when the equipment departs the ACS premises for the Contractor's designated storage yard or the equipment and operator depart for a secondary work location, or the equipment fails, or when directed to stop work by the designated ACS representative. All work should be complete prior to Contractor leaving ACS premises.
  - C. Lot Sanding will be performed on an "as needed" basis as determined by the Contractor to prevent slippage of people and vehicles on snow and ice. Contractor shall automatically use whichever material is appropriate to the conditions to prevent slippage of people and vehicles on snow or ice. This "per occurrence" charge includes all work inclusive of materials, labor and equipment necessary to conform to these Technical Requirements and the Supplemental Conditions.
7. **UNIT PRICES:** The unit prices on the Contractor's signed Bid Schedule shall be full compensation for all labor, material, fuel, transportation of equipment and personnel, equipment, wages, dumpsite fees, supplies, tools, and all other incidentals necessary to complete all tasks.
- A. To invoice for Pay Item A, on the Bid Schedule: Contractor must itemize each date snowplowing, stacking and removal from the site was provided and note the number of inches in snowfall for that date.
  - B. To invoice for Pay Item B, on the Bid Schedule: Contractor must itemize the number of hours for call out, multiplied by the unit price, and specify the date for each callout and ACS representative that made the call-out.
  - C. To invoice for Pay Item C, on the Bid Schedule: Contractor must itemize each date lot sanding was provided multiplied by the unit price.
  - D. To invoice for Pay Item D, on the Bid Schedule: Contractor must itemize each date sidewalk shoveling and removal from the site was provided and note the number of inches in snowfall for that date.
  - E. To invoice for Pay Item E, on the Bid Schedule: Contractor must itemize each date ice melt was applied multiplied by the unit price.
8. **INVOICING:** All invoices must be received within 30 days from the date of service on a monthly bill.

## Section C



# KENAI COURTHOUSE SITE PLAN

Lot #1

Lot #3

Lot #4

Lot #2


ATTACHMENT A

8/14/2018



# KENAI COURTHOUSE SITE PLAN

92

 = Sidewalk Area to be cleared of ice/snow by 7:30 a.m.

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Trooper Parking only signs

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ATTACHMENT B

8/14/2018