

INVITATION TO BID (ITB) NUMBER

2520N007

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Transportation & Public Facilities
Northern Region Procurement Office
2301 Peger Road
Fairbanks, Alaska 99709

THIS IS NOT AN ORDER

DATE ITB ISSUED: August 8, 2019

ITB TITLE: Snow Removal Services, Northern Region

SEALED BIDS MUST BE SUBMITTED TO THE DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 10:00 AM ON AUGUST 29TH, 2019, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

SERVICE AREA LOCATION: Fairbanks Area

DELIVERY DATE: "As Needed"


F.O.B. POINT: FINAL DESTINATION

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive notification of subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (1) the bidder has a valid Alaska business license, or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one of the following forms of evidence must be submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default. Bids must be also submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

 Eric Johnson PROCUREMENT OFFICER TELEPHONE NUMBER (907) 451-5102 FAX NUMBER (907) 451-2313 EMAIL: eric.johnson@alaska.gov	 COMPANY SUBMITTING BID AUTHORIZED SIGNATURE PRINTED NAME DATE	 *DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER PREFERENCE? [] YES [] NO *DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO *SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY E-MAIL ADDRESS
ALASKA BUSINESS LICENSE NUMBER	FEDERAL TAX ID NUMBER	TELEPHONE NUMBER

INSTRUCTIONS TO BIDDERS:

1.INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

2.BID FORMS: Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.

3.SUBMITTING BIDS: Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Address

Department of Transportation & Public Facilities
Supply & Services
2301 Peger Road
Fairbanks, AK 99709

ITB No.: 2520N007; Snow Removal, Northern Region

Opening Date: August 29th, 2019 at 10:00 AM

ELECTRONIC BID SUBMISSION: Bids may be emailed to eric.johnson@alaska.gov, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907) 451-5102 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

FAX BID SUBMISSION: Bids may be faxed to (907) 451-2313, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids. It is the bidder's responsibility to contact the issuing office at (907) 451-5102 to make arrangements prior to faxing the bid and to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

4.PRICES: The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;

- “Gas Guzzler” - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

5.VENDOR TAX ID NUMBER: If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

6.FILING A PROTEST: A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

CONDITIONS:

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

2.COMPLIANCE: In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

3.SUITABLE MATERIALS, ETC.: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

4.SPECIFICATIONS: Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

5.FIRM OFFER: For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.

6.EXTENSION OF PRICES: In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

7.BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

8.CONSolidation OF AWARDS: Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in “*INSTRUCTION TO BIDDERS*”, “*FILING A PROTEST*” above.

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

10. CONFLICT OF INTEREST: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

11. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

12. SUBCONTRACTOR(S): Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

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

14. LATE BIDS: Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be

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

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

17. DISPUTES: If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

18. CONSUMER ELECTRICAL PRODUCT: AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce

Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

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

20. GOVERNING LAW; FORUM SELECTION: A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SPECIAL CONDITIONS:

1.ORDER DOCUMENTS: Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

2.BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

3.CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

PREFERENCES:

1.ALASKA BIDDER PREFERENCE: Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

2.ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies

of the general nature solicited to other state agencies, other governments, or the general public - AS 36.30.321(i).

3.USE OF LOCAL FOREST PRODUCTS: In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

4.LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE: When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

5.ALASKA PRODUCT PREFERENCE: A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

6.EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

7.ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

8.PREFERENCE QUALIFICATION LETTER: Regarding preferences 6 and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 6 or 7 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened, and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the State to disallow the preference.

ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing for information on these licenses.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>

Phone: (907) 465-2550

Email: license@alaska.gov

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

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

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

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

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

ALASKA BIDDER PREFERENCE: An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

- (1) holds a current Alaska business license at the time designated for bid opening;

- (2) submits a proposal for goods or services under the name appearing on the bidder's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

ALASKA BIDDER PREFERENCE STATEMENT: In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

If the bidder is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Department of Transportation & Public Facilities at one of the following numbers no later than 10 days prior to the bid opening to make any necessary arrangements.

Telephone: (907) 451-5102
Fax: (907) 451-2313
TDD: (907) 451-2363

COMPLIANCE WITH ADA: By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35

Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

PREFERENCE QUALIFICATION: In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

CONTRACT PERFORMANCE LOCATION: By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

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

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

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

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

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

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

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in a mandatory use contract(s) for the purchase for Snow Removal services, at multiple locations in the Northern Region, on an as-needed basis for the Department of Transportation & Public Facilities.

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to

receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

PAYMENT FOR STATE PURCHASES: Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

PROMPT PAYMENT FOR STATE PURCHASES: The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated

FEDERAL EXCISE TAX: The State of Alaska is exempt from Federal Excise Tax except for the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air charter.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

The State of Alaska is also exempt from State Motor Fuel Taxes. The appropriate exemption forms will accompany a contract(s) resulting from this ITB. The state is not exempt from the Federal Superfund Tax.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of Eric Johnson, Procurement Officer, Department of Transportation & Public Facilities.

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection,

administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.

Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

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

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

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

NONDISCLOSURE AND CONFIDENTIALITY: Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

Additional information that the contractor shall hold as confidential during the performance of services under this contract include: N\A

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

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

CONTRACT PERIOD: The length of the contract will be from **October 1, 2019** through **September 30, 2020**, with the option to renew for **Five (5)** additional **One (1)** year terms under the same terms and conditions, as the original contract. Renewals are to be exercised solely by the state.

CONTRACT PRICES: Contract prices are to remain firm through the first year of the contract(s). Price adjustments may be considered for each renewable term. Price adjustment requests must be submitted in writing.

PRICE ADJUSTMENTS:

Consumer Price Index (CPI): *Contract prices for equipment and/or service will remain firm through September 30, 2020.*

Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, Not Seasonally Adjusted, Urban Alaska, Services, Current, Monthly, Series ID # CUURS49GSAS

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year (October 2018); and each October thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

PRICE DECREASES: During the period of the contract all price decreases experienced by the contractor must be passed on to the state. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

COMMODITIES: When commodities are supplied, they must be pre-approved to be compatible with the specifications contained in this solicitation. If items are used that are not acceptable to the Project Manager, the contractor will be required to remove and replace with acceptable items.

INSPECTION: Equipment offered for lease may be subject to inspection and approval by the state prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

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

BID GUARANTEE: Bids must be accompanied by a bid guarantee in the form of a Certified or Cashier's check in the amount of **\$5,000.00** made payable to the State of Alaska. The bid guarantee of each successful bidder will be retained until that bidder has furnished a satisfactory Performance Bond or Individual Surety. If the successful bidder fails to deliver the required Performance Bond or Individual Surety within the time required, the bid guarantee will be forfeited to the State of Alaska. The bid guarantee of each unsuccessful bidder will be returned as soon as practical after award has been made.

Bidders must submit their bid guarantee with their bid in order to be considered responsive.

PERFORMANCE BOND: Any posted performance bonds will ensure performance over the entire term of the contract. In the event it becomes necessary for the state to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly perform and complete all obligations and work under said contract in accordance with the terms of the performance bond. A performance bond is to be in the amount of **\$25,000.00**.

INDIVIDUAL SURETY: In lieu of a performance bond, a successful bidder may post an individual surety to ensure performance over the entire term of the contract. In the event it becomes necessary for the state to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the individual surety will be declared as liquidated damages and become due and payable to the state. By signature on this ITB, the bidder acknowledges this condition and voluntarily relinquishes any and all claims to the entire individual surety. The individual surety may be in any of the following forms:

- **CERTIFIED OR CASHIER'S CHECK:** A certified or cashier's check, made payable to the State of Alaska in the amount of **\$25,000.00**.

OR

- **SPECIAL NOTICE ACCOUNT OR CERTIFICATE OF DEPOSIT:** A special notice account book or certificate of deposit, made payable to the State of Alaska in the amount of **\$25,000.00**.

Failure to supply this document within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

SITE INSPECTION: Bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work

in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. The site may be inspected by contacting; Michael Dykema for Lot 1, at telephone number 451-5207, and Clark Klimaschesky for Lot 2 at telephone number 474-2506. The contact person is only empowered to allow bidders to view the work site. Any questions the bidders have must be directed to the contracting officer named on the front page of this ITB. The contact person can not and will not answer bidder questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB.

INVOICES: Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to the ordering agency.

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

CONTINUING OBLIGATION OF CONTRACTOR: Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

QUANTITIES: The quantities referenced in this ITB are sample representative lots and are only for the purpose of evaluation. The state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.

SERVICE CONTRACT DEFICIENCIES: The contractor's failure to provide a service required by this contract will be grounds for the state to issue a Service Deficiency Claim (SDC) to the contractor. The SDC will be provided to the contractor in writing. The contractor will advise the state, in writing, of the corrective action being taken.

If a deficiency is not corrected within 7.5 working hours from the time it is issued, the state may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the state for the amount required to correct the problem.

If a contractor gets more than two substantiated SDCs in a 30-day period or a total of five substantiated SDCs in a 60-day period, it will be grounds for the state to declare the contractor in default.

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be

STATE OF ALASKA ITB # 2520N007
Snow Removal Services, Northern Region

held responsible for the quality of the service performed. The State will reject any item that does not meet the specifications of the ITB. Rejected services shall be re-performed at no additional charge to the State.

CONTRACT CANCELLATION: The state reserves the right to cancel the contract at its convenience upon **Thirty (30)** calendar days written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

METHOD OF AWARD: Award will be made by lot to the lowest responsive and responsible bidder. There are Two (2) lots. In order to be considered responsive for a lot, bidders must bid on all items within that lot.

SPECIFICATIONS

See Attached Specifications and Drawings

BID SCHEDULE

See Attached Bid Schedule

CONTRACTOR INFORMATION

CONTRACTOR ADDRESS: _____

Contact: _____

Phone: _____

Fax: _____

Email: _____

1.0 SCOPE OF WORK

To establish a contract for hourly rental of snow removal equipment with an operator, manual labor and sanding and ice removal materials on an as needed basis at various locations within the Fairbanks area.

Services shall include, but are not limited to; mobilization, demobilization, traffic control, pedestrian control, labor, materials, supplies and equipment for the removal of all snow and ice on sidewalks, steps, parking areas, parking ramps and parking lots. The Contractor shall provide a snow storage site.

Present Locations:

Fairbanks Regional Office Building, 675 7th Ave.
Rabinowitz Courthouse, 101 Lacy Street
Fairbanks Regional Public Health Center, 1025 West Barnette
DOT&PF Peger Complex, 2301 Peger Road

The State Will Not Provide A Snow Storage Site.

Snow and ice removal services shall be completed as close to 7:00 a.m. as possible.

2.0 GENERAL

2.1 All work shall be on an hourly equipment rental basis with operator. Ice melt compound shall be billed at actual wholesale cost plus 10% markup. Mortar sand and E chips shall be billed on a per cubic yard basis. Fuels, lubricants, wear and maintenance items, tools, supplies, snow storage site fees, and all other items necessary to complete the work are considered incidental and will not be measured for payment.

2.2 Snow and ice removal and sanding operations shall normally be conducted at night or other low utilization times unless otherwise directed.

2.3 Contractor shall be available 24 hours a day, either by pager or mobile phone. An answering machine is not an acceptable substitute. A pager or mobile phone number will be required for award.

2.4 Travel time is defined as the actual transit time expended by the Contractor in moving equipment from Contractor's place of business to the work location and return. The Contractor and the State will determine the length of this time through mutual agreement. In no case will paid travel time exceed one (1) hour. Travel time exceeding one (1) hour will be at the Contractor's expense.

TECHNICAL SPECIFICATIONS
ITB NO. 2520N007
SNOW AND ICE REMOVAL SERVICE – LOT 1
FAIRBANKS AREA FACILITIES

2.5 The Contractor must be capable of responding to the 3 downtown areas simultaneously, within four (4) hours of being called.

2.6 The State reserves the right to add or delete snow and ice removal locations as needed.

2.7 All work shall be completed in strict accordance with all applicable Federal, State, and Local regulations, standard, statutes, and codes governing the work and any other trade work done in conjunction with it. The most recent edition of any relevant regulation, standard, statute, document, or code shall be in effect.

3.0 METHOD OF MEASUREMENT

3.1 Measurement will be computed by the hour for equipment with operators and manual laborers. The measurement shall commence when the required equipment with operator or manual laborers leave the Contractors designated storage yard for the specified location as directed by authorized State Representative. The measurement shall cease when the required work is accomplished and the equipment with operator or laborers have returned to the Contractors designated storage yard or the equipment with operator or manual laborers depart for a secondary work location, or the equipment fails, or when directed to stop work by an authorized the State Representative.

3.2 Sanding materials shall be measured by the cubic yards supplied for application to the requested areas and paid at the contract price for that bid item.

3.3 Ice melt compound shall be measured as amount used and billed at actual wholesale cost plus a 10% mark up.

4.0 BASIS OF PAYMENT

4.1 After each call out and during the course of work, hours worked by location shall be reported and verified by the State Representative on a daily basis.

4.2 An itemized invoice for each location shall be submitted weekly and must coincide with the daily reports and be reconciled and verified by the State's Representative prior to payment. Each invoice will contain the minimum following information: date of work, location, contract name and number, an itemized list of equipment and material used, and hours worked.

TECHNICAL SPECIFICATIONS
ITB NO. 2520N007
SNOW AND ICE REMOVAL SERVICE – LOT 1
FAIRBANKS AREA FACILITIES

- 4.3 Payment shall be full compensation for all fuel, lubricants, wear and maintenance items, transportation of equipment, personnel, wages, supplies, tools, snow storage site fees and all other incidentals necessary to complete the work.

5.0 DAMAGES

5.1 A mandatory site visit by the Contractor with the State Representative will be held prior to October 1 of each year. The site visit will identify the condition of the premises. This information will be used to determine the responsibility of the Contractor for repairs at the conclusion of the snow and ice removal season.

5.2 If, in the opinion of the State Representative, the Contractor damages any property, the Contractor may make replacements and repairs with the approval of the State Representative. Or the contracting Agency may either hire another firm, or assign State personnel to repair the damages. This will be deducted from the contract payment due.

5.3 Defective Work: The Contractor shall, at their expense, remedy and correct any defect in their work when the defect is brought to their attention. Contractor shall, without additional cost to the State, make good and be fully responsible for all injury or damage to persons or property which may result from their negligence or that of employees, or subcontractors. This includes damages resulting from the use of materials and equipment or from workmanship which is inferior, defective, or not in accordance with the terms and conditions of the contract. Where or when a defect in the Contractor's work could result in injury to a private citizen or State employee, the State reserves the right to immediately correct the deficiency, using the most expedient method available (State employee and/or private contractor), and deduct the cost incurred from monies owed the contractor.

5.4 Petroleum Spill and Leakage: The Contractor is responsible for all cleanup actions required as a result of spills or equipment leakage during the performance of this contract. Failure to take reasonable and responsive corrective action in a timely manner will result in the State taking corrective action under the Defective Work section above.

6.0 EQUIPMENT AND MATERIALS

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

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

TECHNICAL SPECIFICATIONS

ITB NO. 2520N007

SNOW AND ICE REMOVAL SERVICE – LOT 1

FAIRBANKS AREA FACILITIES

6.3 The Contractor must have or be able to obtain for use the following minimum equipment. Type and condition may be a factor in bid award.

- 6.3.1 Motor Grader, minimum Cat 12 or equivalent with a minimum of: 12 foot blade equipped with curb shoes, 135 horsepower, minimum 25,000 pound operating weight top mounted beacon, and highway and working lights for night operations.
- 6.3.2 Rubber tired front end loader equipped for snow removal and safety features for nighttime operation, no less than 4 cubic yard capacity. The loader shall at a minimum have curb shoes, a beacon visible from 360 degrees and work lights for night operations.
- 6.3.3 End dump trucks, with sideboards, with a minimum measured capacity of 18 cubic yards for hauling snow.
- 6.3.4 Full size four-wheel drive pickup equipped with a minimum of a 7-1/2 foot hydraulic snow plow equipped with curb shoes.
- 6.3.5 Sander having a minimum capacity of 1 cubic yard.
- 6.3.6 Bobcat with plow blade, bucket, and broom. Blade and bucket shall be equipped with curb shoes.
- 6.3.7 Walk behind snow blower and/or back pack blower.
- 6.3.8 Manual laborers with the appropriate tools for removal of snow and ice, hand sanding, and spreading of ice melt compound.

7.0 MATERIALS

- 7.0.1 E chips in accordance with the State of Alaska, DOT&PF standard.
- 7.0.2 Mortar sand.
- 7.0.3 Ice melt compound.

TECHNICAL SPECIFICATIONS
ITB NO. 2520N007
SNOW AND ICE REMOVAL SERVICE – LOT 1
FAIRBANKS AREA FACILITIES

8.0 METHOD OF REMOVAL

8.1 Special care must be used around the building so no damage occurs to the windows from flying objects, the building or the lawn.

8.2 **No snow or ice shall be deposited on City Streets, lawn, and landscaped areas.**

8.3 Contractor shall haul all snow and ice to an approved snow storage site. **The State will not provide a snow storage site.**

TECHNICAL SPECIFICATIONS
ITB NO. 2520N007
SNOW AND ICE REMOVAL SERVICE – LOT 1
FAIRBANKS AREA FACILITIES

11.0 Work Requirements and Drawings

11.1 Fairbanks Regional Office Building

11.2 Rabinowitz Court House

11.3 Fairbanks Regional Public Health Center

11.4 Department of Transportation & Public Facilities

Fairbanks Regional Office Building

675 7th Avenue

Work Requirements and Drawings

11.1 Fairbanks Regional Office Building, 675 7th Ave.

- A. Sidewalks, curb ramps, steps, building entrances, five minute parking area, accessible parking spots. As referenced on Drawing A.
 - 1. When notified by State Representative, snow and ice shall be removed from the full width of the area, down to the concrete or asphalt. To render the areas safe and passable to pedestrian traffic, and persons with disabilities. Stock piles, berms, or windrows will not be allowed. The Contractor shall haul all snow and ice to an approved storage site.
- B. Lower exposed parking area, entrance and exit ramps. As referenced on Drawing B.
 - 1. When notified by State Representative, the Contractor shall remove snow and ice from the entire area, down to the concrete or asphalt. Stock piles, berms, or windrows will not be allowed. The Contractor shall haul all snow and ice to an approved dump site.
- C. Early morning call out and/or heavy daytime snowfall clearing. As referenced on Drawing C.
 - 1. When notified by State Representative, snow shall be cleared from the full width of the area, as referenced on Drawing C. To render the areas safe and passable to pedestrian traffic, and persons with disabilities. Stock piles will be allowed, but must be removed when called out for a removal under section A.
 - 2. The Contractor shall monitor the National Weather Service and if an overnight snow fall or rain is predicted the Contractor shall automatically remove the snow and ice from the full width of the area, as referenced on Drawing C. To render the areas safe and passable to pedestrian traffic, and persons with disabilities. Stock piles will be allowed, but must be removed when called out for a removal under section A.
- D. Sidewalks, curb ramps, steps, building entrances, five minute parking area, entrance and exit ramps, accessible parking spots. As referenced on Drawings A, C, D.
 - 1. When notified by State Representative, the Contractor shall apply a skid resistant material (SAND) and if requested ice melting compound and to the full width of the area. The ice melt compound shall not be harmful to grass, concrete or interior carpet and finishes. Only the minimal amount of ice melting compound shall be used which will render the areas safe and passable to pedestrian traffic and persons with disabilities.

- E. Upon receiving a call from the State Representative, the Contractor shall have snow and ice removed by the following morning from the areas identified in section A and/or B.
- F. Contractor shall respond and have employees on site, ready to work within two hours upon receiving a call from the Buildings Foreman. For areas identified in section C and/or D.

FAIRBANKS REGIONAL OFFICE BUILDING

SEVENTH AVENUE

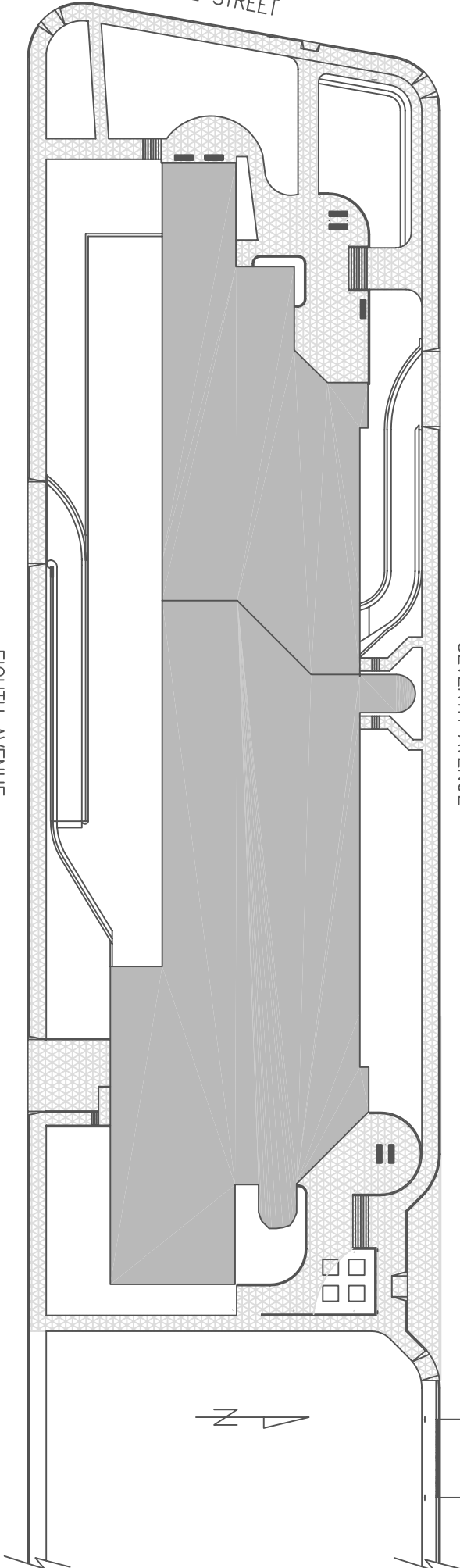
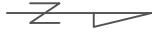
BARNETTE STREET

EIGHTH AVENUE



WORK AREA

SNOW & ICE REMOVAL
DRAWING "A"
WALKS / STEPS

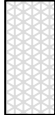


FAIRBANKS REGIONAL OFFICE BUILDING

SEVENTH AVENUE

BARNETTE STREET

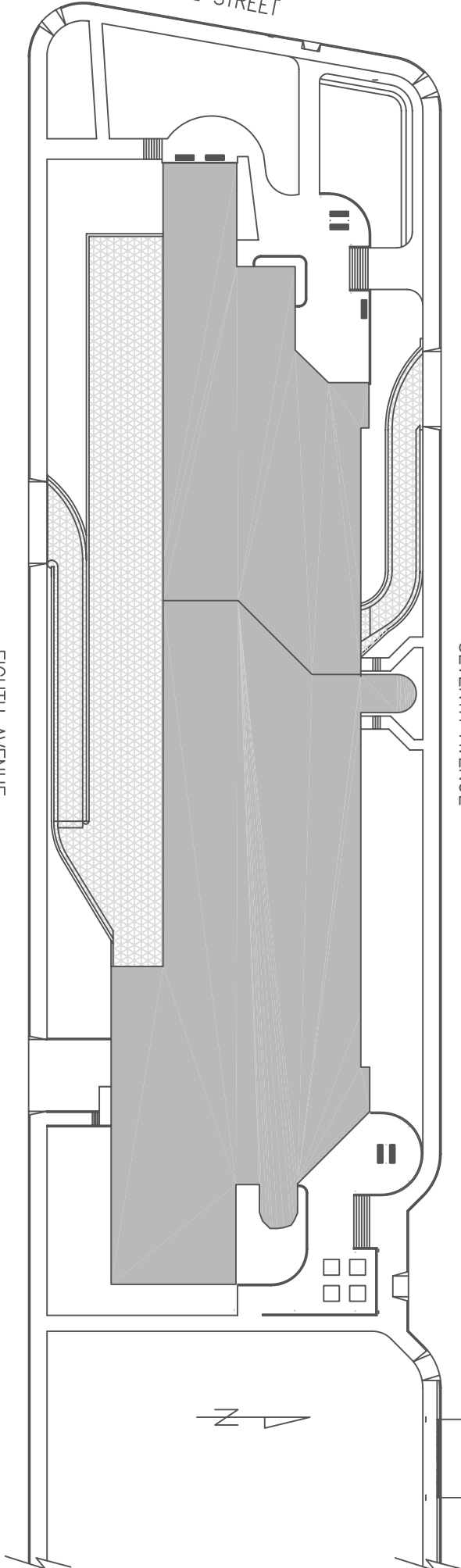
EIGHTH AVENUE



WORK AREA

SNOW & ICE REMOVAL
DRAWING "B"

EXPOSED PARKING / RAMPS



FAIRBANKS REGIONAL OFFICE BUILDING

SEVENTH AVENUE

BARNETTE STREET

EIGHTH AVENUE

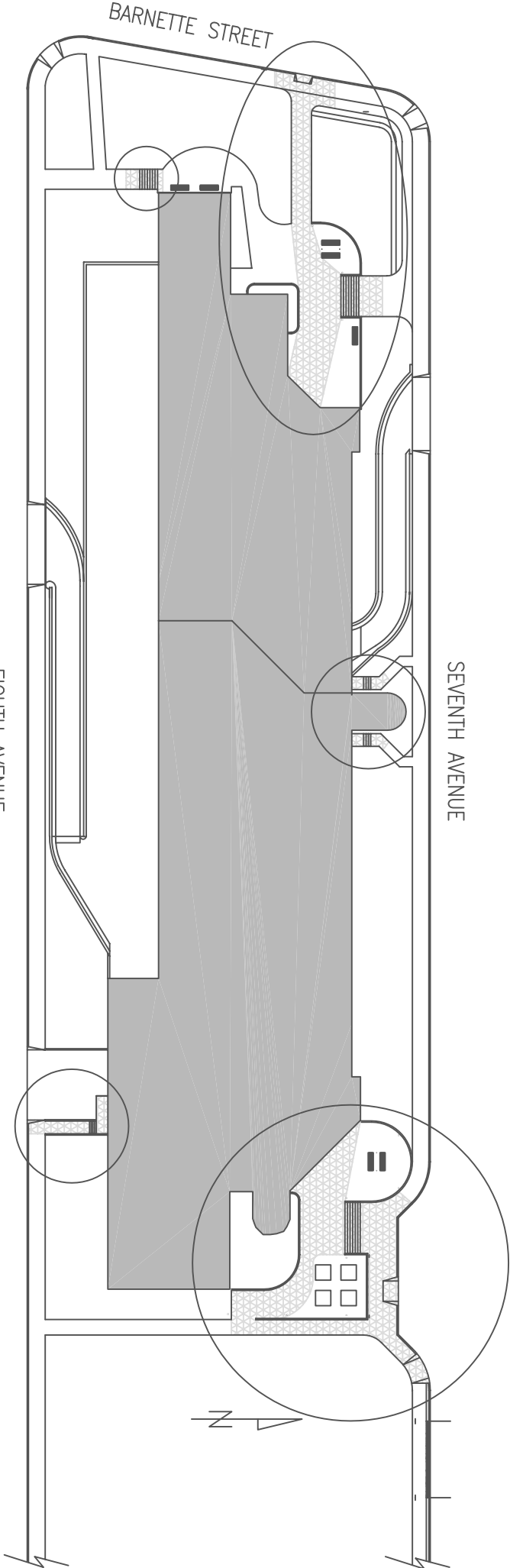


WORK AREA

SNOW & ICE REMOVAL

DRAWING "C"

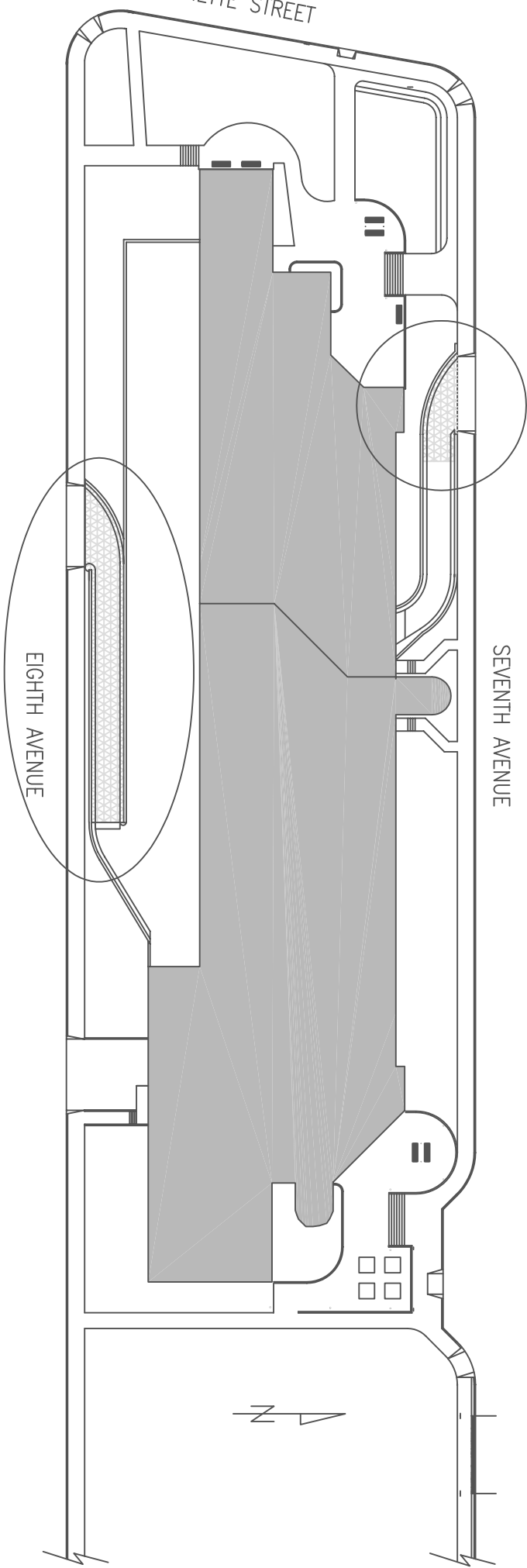
EARLY MORNING / HEAVY DAYTIME



FAIRBANKS REGIONAL OFFICE BUILDING

SEVENTH AVENUE

BARNETTE STREET



EIGHTH AVENUE



WORK AREA

SNOW & ICE REMOVAL
DRAWING "D"
SAND / ICEMELT

Rabinowitz Court House

101 Lacy Street

Work Requirements and Drawings

11.2 RABINOWITZ COURT HOUSE

A. COMPLETE SIDEWALK SNOW REMOVAL at the Rabinowitz Court House: Sidewalks, curb ramps, steps, building entrances, accessible parking spots and access routes from the accessible parking spots to the building entrances not less than 60" wide. As referenced on the attached COMPLETE SIDEWALK SNOW REMOVAL DRAWING.

1. When notified by Building Foreman, snow and ice shall be removed from the full width of the area, down to the concrete or asphalt, to render the areas safe and passable to pedestrian traffic and persons with disabilities. Any ice build up at the perimeter of the snow melt area must be removed at each call out. The Contractor shall haul all snow and ice to an approved storage site provided by the Contractor.
2. When notified by Building Foreman, Contractor shall apply an ice melting compound and a skid resistant material (SAND) to the full width of the area, which is not harmful to grass, sidewalk or interior carpet and finishes. Only the minimal amount of ice melting compound shall be used which will render the areas safe and passable to pedestrian traffic and persons with disabilities.

B. HEAVY DAYTIME SNOW REMOVAL at the Rabinowitz Court House. As referenced on the attached HEAVY DAYTIME SNOW REMOVAL DRAWING.

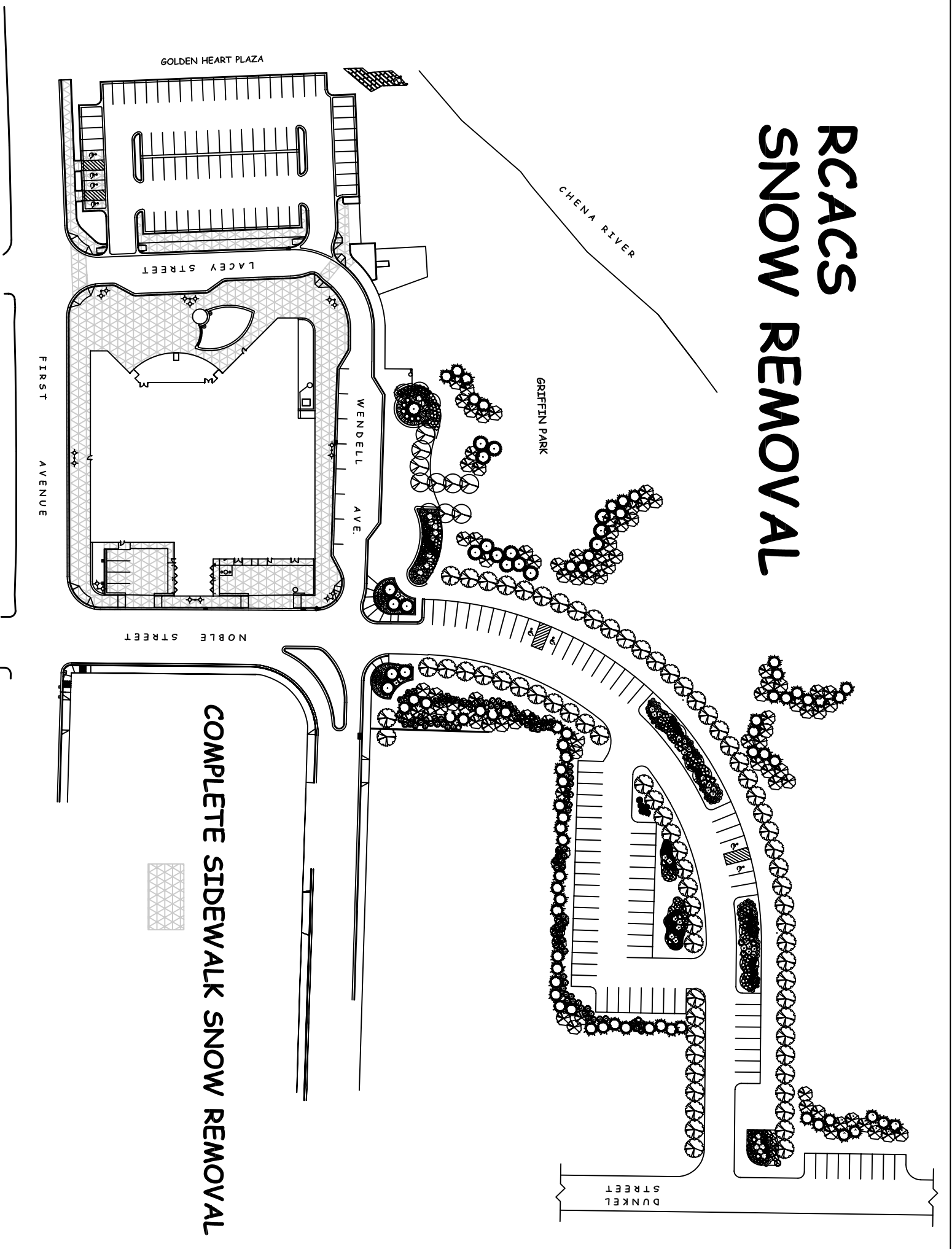
1. When notified by Building Foreman, snow and ice shall be removed from the full width of the area, access routes to the building entrances shall be cleared not less than 60 inches wide down to the concrete or asphalt, to render the areas safe and passable to pedestrian traffic and persons with disabilities.

C. PARKING LOT SNOW REMOVAL at the Rabinowitz Court House. As referenced on the attached PARKING LOT SNOW REMOVAL DRAWING.

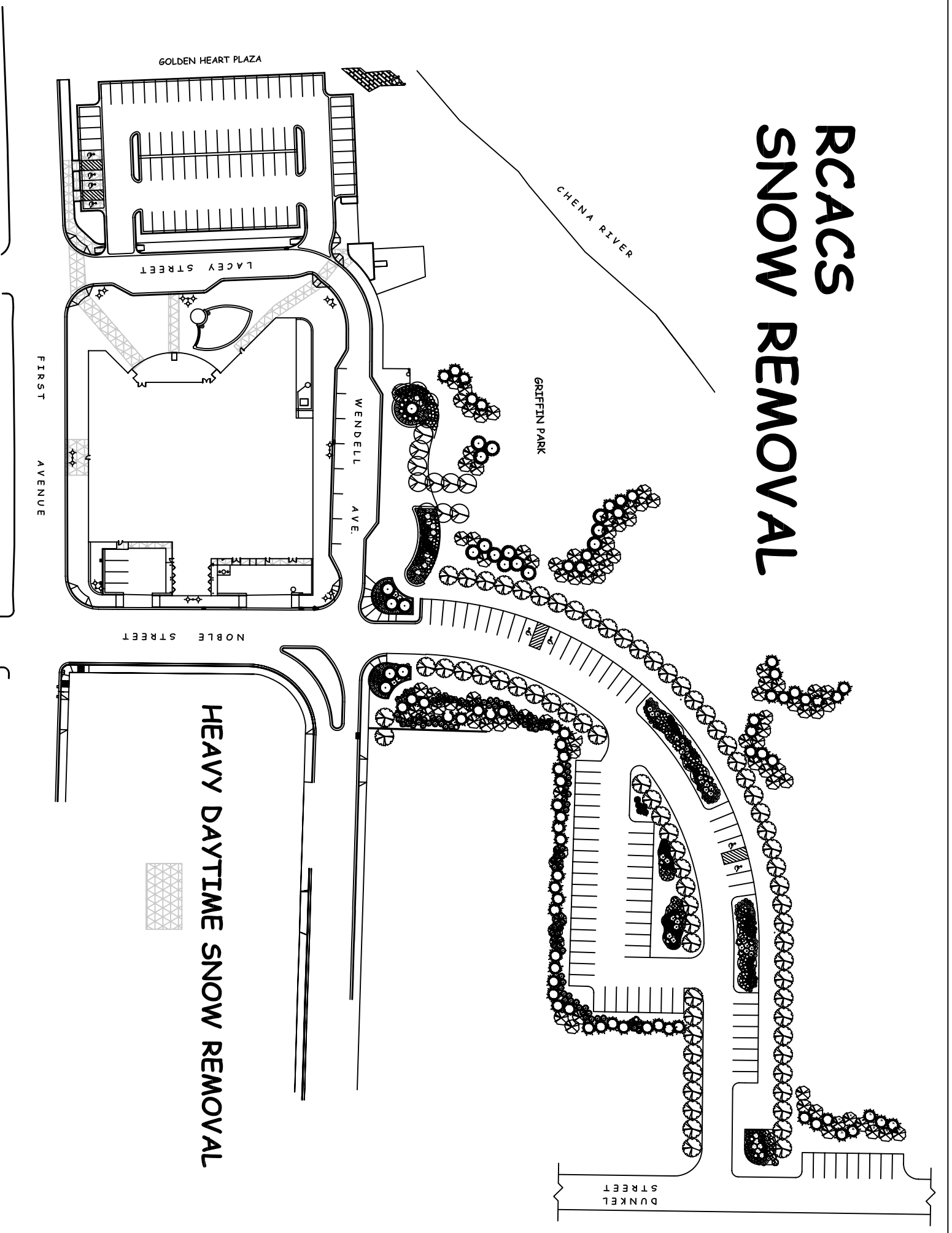
1. When notified by Building Foreman, Contractor shall remove from the parking lot snow and ice down to the concrete or asphalt. The parking lot shall be cleaned prior to 7 a.m. The Contractor shall haul all snow and ice to an approved storage site provided by the Contractor.
2. When notified by the Building Foreman, the Contractor shall apply a skid resistant material to the parking lot.

- D. Contractor shall respond and have employees on site, ready to work within two hours upon receiving a call from the Building Foreman, for sidewalk ice melt and skid resistant material application and/or heavy daytime snow removal.
- E. Contractor shall not commence work before 10 PM Monday through Friday. There may be vehicles parked in the snow removal areas. Contractor will be required to work around these vehicles.
- F. Exposed aggregate is used on various sidewalks surrounding the parking areas. **At no time will loaders be permitted on the exposed aggregate areas.** Mid size Bobcats will be permitted with broom use only.

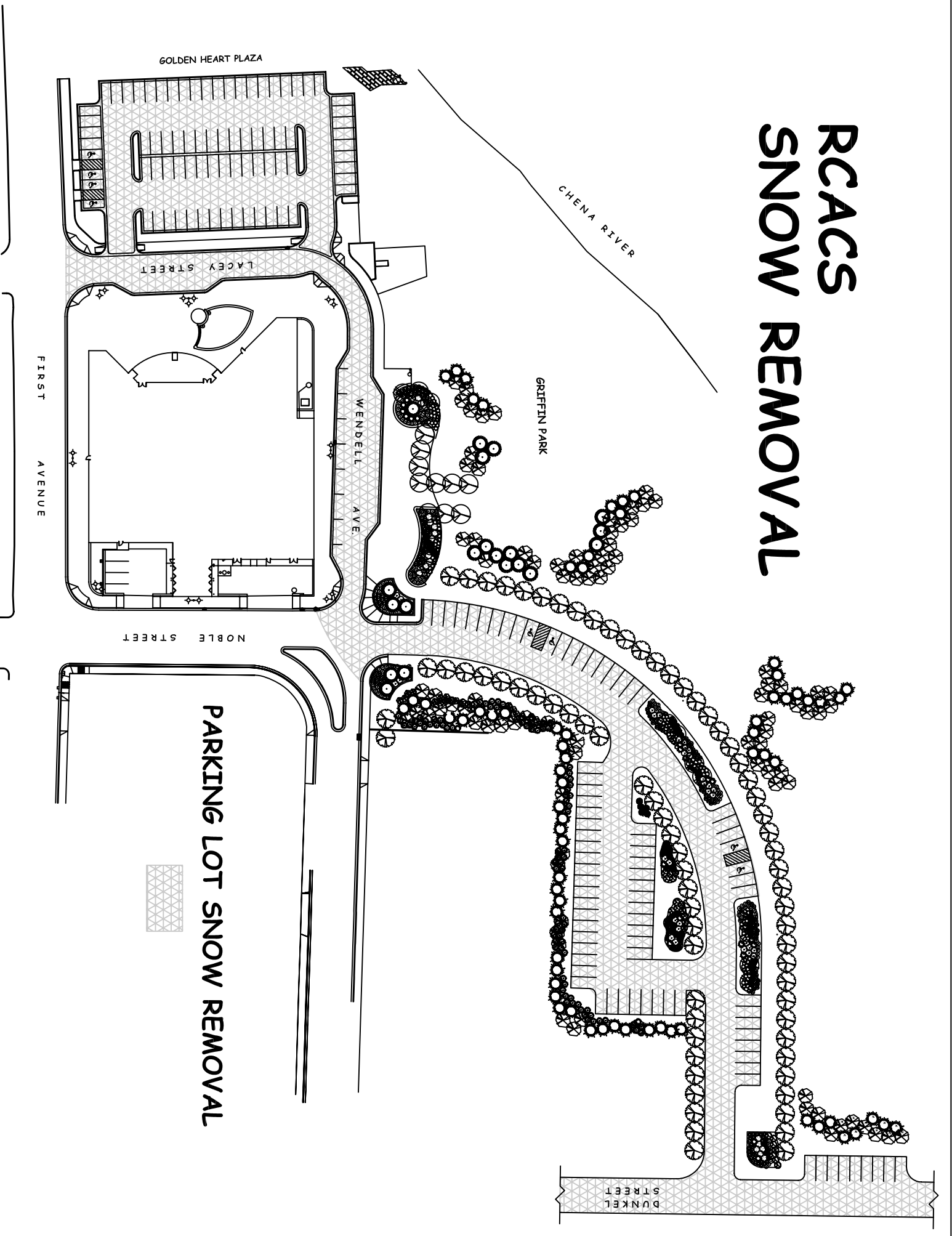
RCACS SNOW REMOVAL



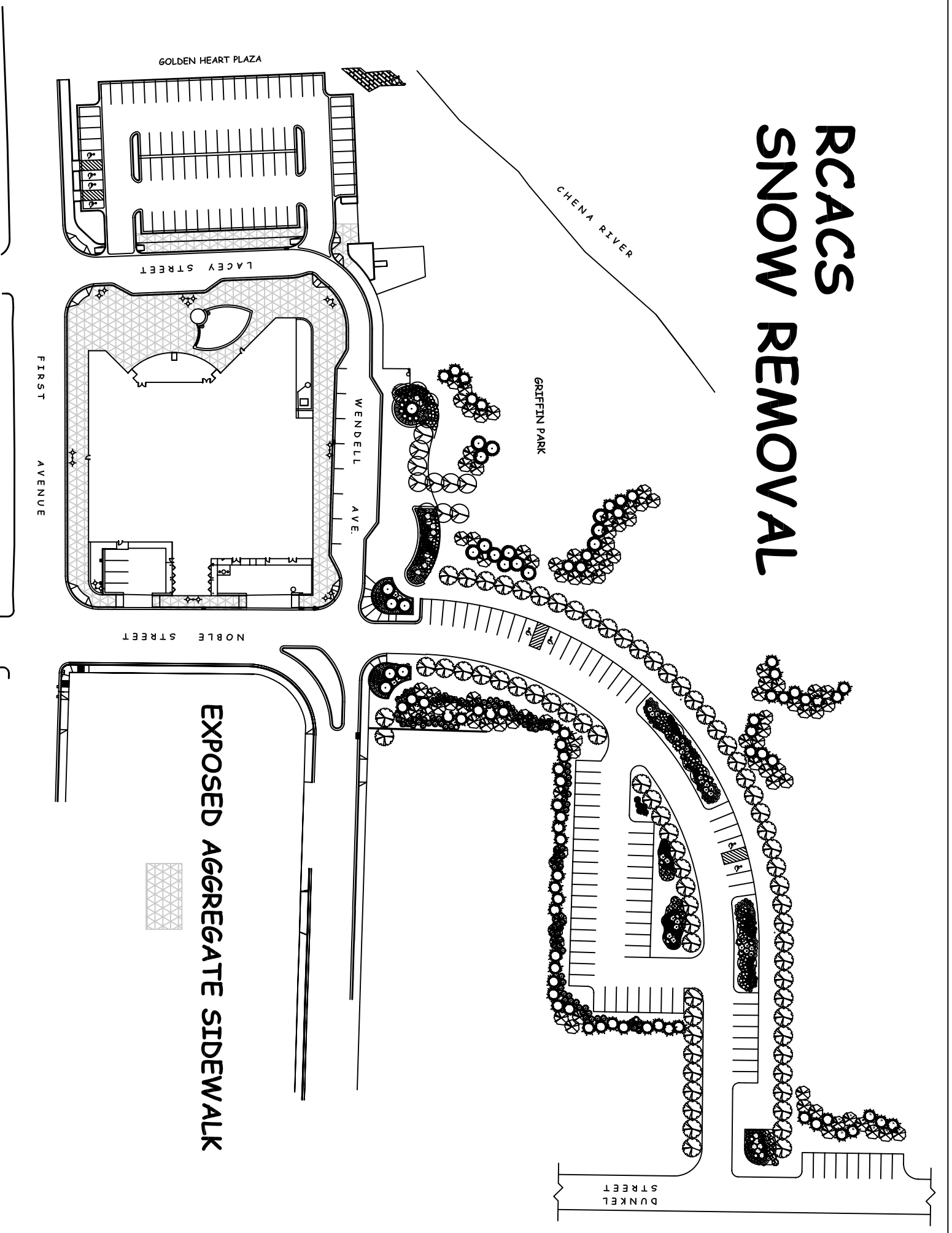
RCACS SNOW REMOVAL



RCACS SNOW REMOVAL



RCACS SNOW REMOVAL



Fairbanks Regional Public Health Center

1025 West Barnette

Work Requirements and Drawings

11.3 FAIRBANKS REGIONAL PUBLIC HEALTH CENTER

A. SIDEWALK SNOW REMOVAL: Sidewalks, curb ramps, steps, building entrances, accessible parking spots and access routes from the accessible parking spots to the building entrances not less than 60" wide. As referenced on the attached SIDEWALK SNOW REMOVAL DRAWING.

1. When notified by Fairbanks Regional Health Center Facility Manager or their designee, snow and ice shall be removed from the full width of the area, down to the concrete or asphalt, to render the areas safe and passable to pedestrian traffic and persons with disabilities. Any ice build up at the perimeter of the snow melt area must be removed at each call out. The Contractor shall haul all snow and ice to an approved storage site provided by the Contractor.
2. When notified by Fairbanks Regional Health Center Manager or their designee, Contractor shall apply an ice melting compound and a skid resistant material (SAND) to the full width of the area, which is not harmful to grass, sidewalk or interior carpet and finishes. Only the minimal amount of ice melting compound shall be used which will render the areas safe and passable to pedestrian traffic and persons with disabilities.

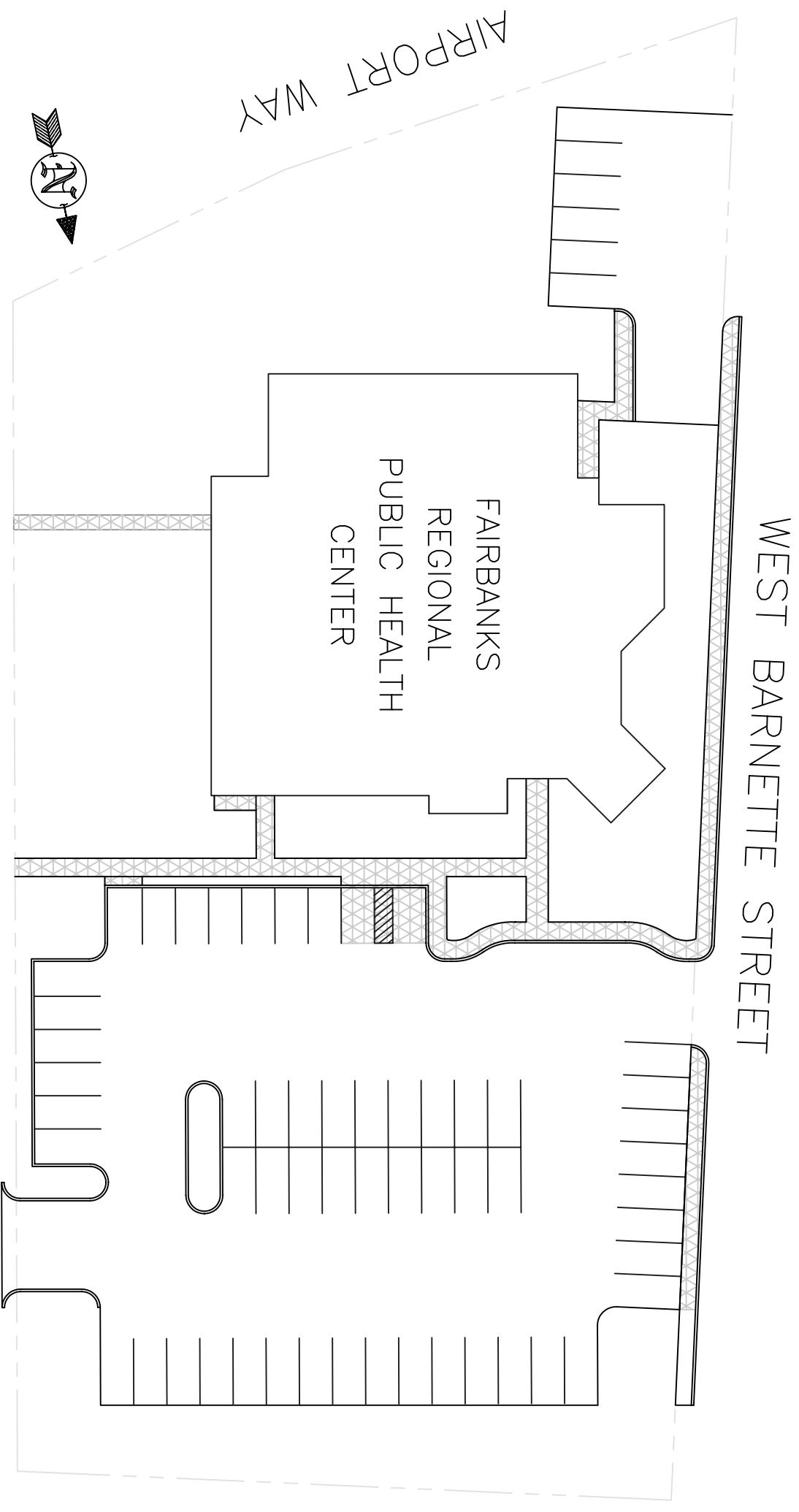
B. Parking lot and parking areas snow removal, stock piling, and hauling. As referenced on drawing.

1. When notified by the Fairbanks Regional Health Center Facility Manager or their designee, Contractor shall remove snow and ice from the entire area, down to the concrete or asphalt. The area shall be cleaned prior to 7 a.m. the following morning. If notified on a Friday the area must be cleared Monday morning. Snow and ice can be stock piled in the referenced area.
2. The minimum cleared width for the parking area along West Barnette Street shall be 20 feet.
3. The dimensions of the snow stock pile area are maximums. No snow will be allowed to drift into the parking lot, street, or adjacent property.
4. When notified the Contractor shall haul all stockpiled snow to an approved Contractor provided snow storage site. The State will not provide a snow storage site.

C. Parking lot 3/8" E chip application. As referenced on drawing.

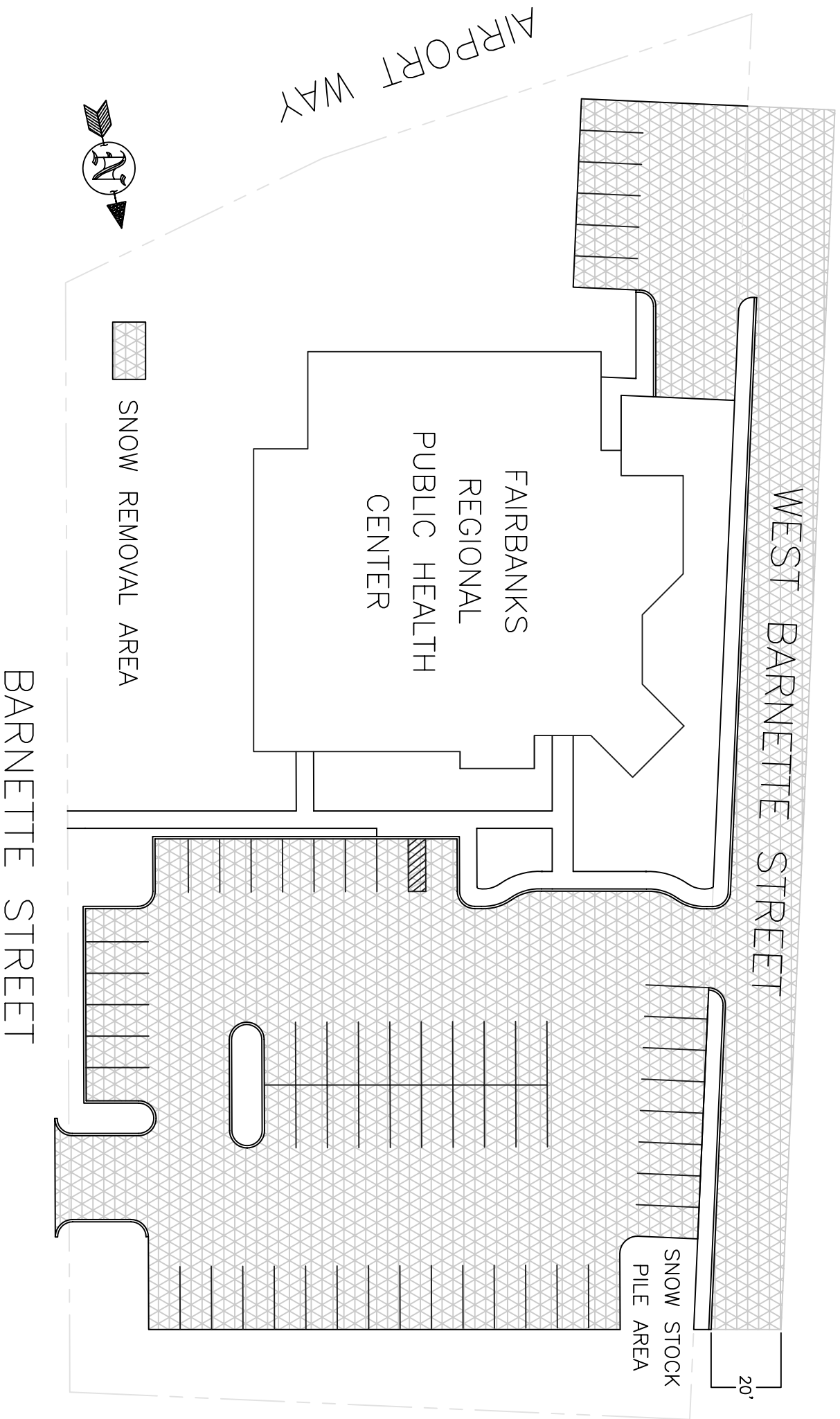
1. When notified by the Fairbanks Regional Health Center Facility Manager or their designee, Contractor shall apply E chips to the parking lot prior to 7 a.m..

D. There may be vehicles parked in the snow removal areas. The contractor will be required to work around these vehicles.



SIDEWALK SNOW
REMOVAL AREA

BARNETTE STREET



Department of Transportation &
Public Facilities

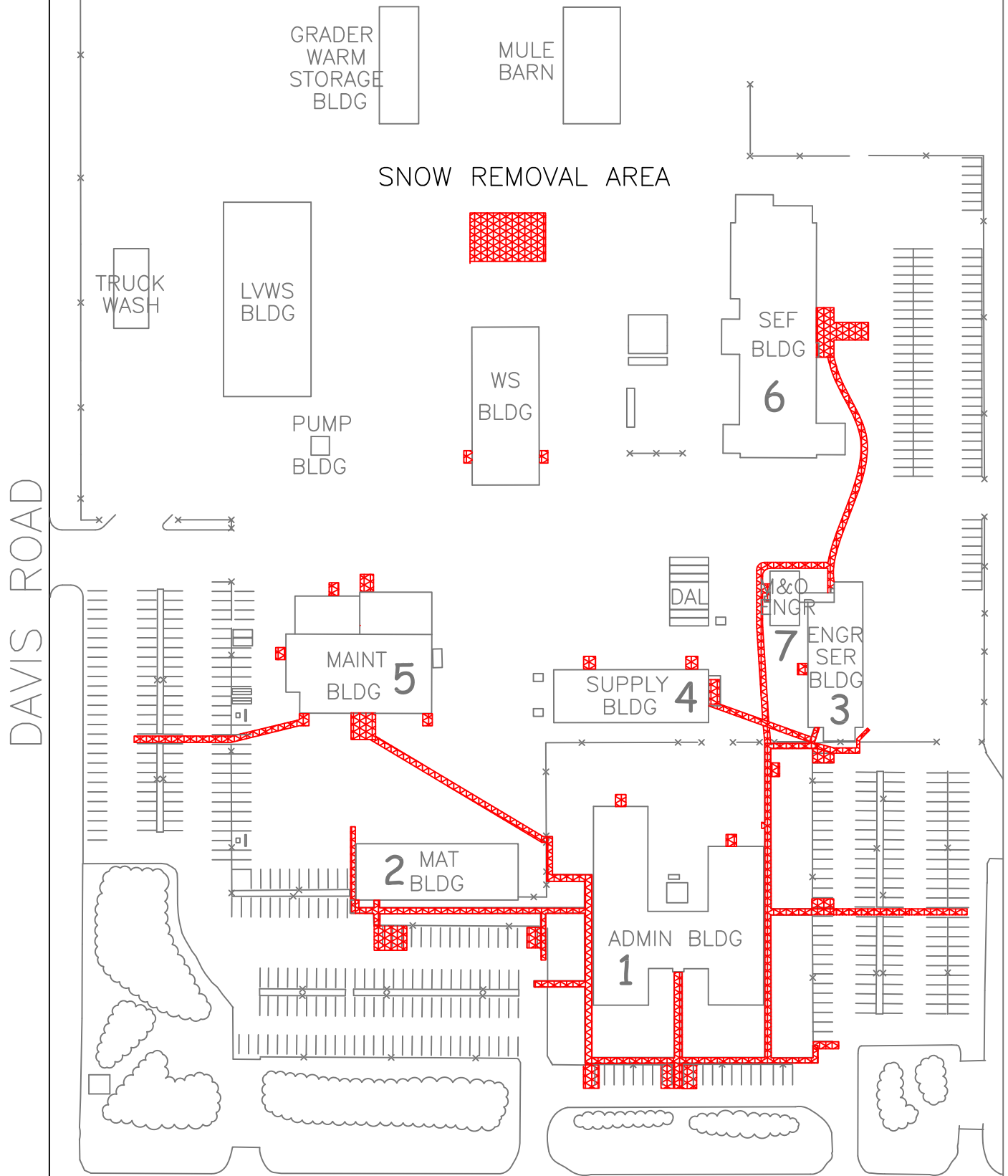
2301 Peger Road

Work Requirements and Drawing

11.4 DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES

- A. HEAVY DAYTIME SNOW REMOVAL at the DOT&PF, Peger Road Complex. As referenced on the attached SNOW REMOVAL DRAWING including sidewalks, access routes, entry ways, steps and accessible parking spots.
 - 1. When notified by Building Foreman, snow and ice shall be removed from the full width of the sidewalks and steps, access routes to be cleared not less than 36 inches wide, entry way 10'x10' area, accessible parking spots the full width and length down to the concrete or asphalt, to render the areas safe and passable to pedestrian traffic and persons with disabilities.
- B. Contractor shall respond and have employees on site, ready to work within two hours upon receiving a call from the Building Foreman, for heavy daytime snow removal.

PEGER ROAD COMPLEX SNOW REMOVAL



PEGER ROAD
DRAWING NOT TO SCALE

Bid Schedule – Lot 1

PAY

ITEM

1. Motor grader, per spec 6.3.1 of the technical specs.

\$ _____
Per hour

Equipment offered: _____.

2. Rubber tired front end loader, per spec 6.3.2 of the technical specs.

\$ _____
Per hour

Equipment offered: _____.

3. End dump truck, per spec 6.3.3 of the technical specs

\$ _____ x _____ = \$ _____
Per hour Time to make round trip to Contractor Per Load
provided snow storage site

Equipment offered: _____.

4. Four wheel drive pickup truck, per spec 6.3.4 of the technical specs

\$ _____
Per hour

Equipment offered: _____.

5. Sander, per spec 6.3.5 of the technical specs.

\$ _____
Per hour

Equipment offered: _____.

Bid Schedule, Lot 1 continued

6. Bobcat, per spec 6.3.6 of the technical specs.

\$ _____

Per hour

Equipment offered: _____.

7. Snow Blower, per spec 6.3.7 of the technical specs

\$ _____

Per hour

Equipment offered: _____.

8. Manual laborers, per spec 6.3.8 of the technical specs.

\$ _____

Per hour

9. E chips for sander, per spec 7.1 of the technical specs.

\$ _____

Per c.y.

10. Mortar sand, per spec 7.2 of the technical specs.

\$ _____

Per c.y

Technical Specifications

1.0 SCOPE OF WORK

To establish a contract for hourly rental of snow removal equipment with an operator, manual labor and sanding and ice removal materials on an as needed basis at the Fairbanks International Airport.

Services shall include, but are not limited to; mobilization, demobilization, traffic control, pedestrian control, labor, materials, supplies and equipment for the removal of all snow and ice on open parking spaces and the concourse.

The State **will** provide a Snow Storage Site.

Snow and ice removal services shall be completed as close to 7:00 a.m. as possible.

2.0 GENERAL

2.1 All work shall be on an hourly equipment rental basis with operator. Mortar sand and E chips shall be billed on a per cubic yard basis. Fuels, lubricants, wear and maintenance items, tools, supplies, snow storage site fees, and all other items necessary to complete the work are considered incidental and will not be measured for payment.

2.2 Snow and ice removal and sanding operations shall normally be conducted at night or other low utilization times unless otherwise directed.

2.3 Contractor shall be available 24 hours a day, either by pager or mobile phone. An answering machine is not an acceptable substitute. A pager or mobile phone number will be required for award.

2.4 Travel time is defined as the actual transit time expended by the Contractor in moving equipment from Contractor's place of business to the work location and return. The Contractor and the State will determine the length of this time through mutual agreement. In no case will paid travel time exceed one (1) hour. Travel time exceeding one (1) hour will be at the Contractor's expense.

2.5 The Contractor must be capable of responding to the Fairbanks International Airport within Twenty-four (24) hours of being called.

2.6 The State reserves the right to add or delete snow and ice removal areas at the Fairbanks International Airport as needed.

2.7 All work shall be completed in strict accordance with all applicable Federal, State, and Local regulations, standard, statutes, and codes governing the work and any other trade work done in conjunction with it. The most recent edition of any relevant regulation, standard, statute, document, or code shall be in effect.

Technical Specifications

3.0 METHOD OF MEASUREMENT

3.1 Measurement will be computed by the hour for equipment with operators and manual laborers. The measurement shall commence when the required equipment with operator or manual laborers leave the Contractors designated storage yard for the specified location as directed by authorized State Representative. The measurement shall cease when the required work is accomplished and the equipment with operator or laborers have returned to the Contractors designated storage yard or the equipment with operator or manual laborers depart for a secondary work location, or the equipment fails, or when directed to stop work by an authorized the State Representative.

3.2 Sanding materials shall be measured by the cubic yards supplied for application to the requested areas and paid at the contract price for that bid item.

4.0 BASIS OF PAYMENT

4.1 After each call out and during the course of work, hours worked by location shall be reported and verified by the State Representative on a daily basis.

4.2 An itemized invoice for each location shall be submitted weekly and must coincide with the daily reports and be reconciled and verified by the State's Representative prior to payment. Each invoice will contain the minimum following information: date of work, location, contract name and number, an itemized list of equipment and material used, and hours worked.

4.3 Payment shall be full compensation for all fuel, lubricants, wear and maintenance items, transportation of equipment, personnel, wages, supplies, tools, snow storage site fees and all other incidentals necessary to complete the work.

5.0 DAMAGES

5.1 A mandatory site visit by the Contractor with the State Representative will be held prior to October 1 of each year. The site visit will identify the condition of the premises. This information will be used to determine the responsibility of the Contractor for repairs at the conclusion of the snow and ice removal season.

5.2 If, in the opinion of the State Representative, the Contractor damages any property, the Contractor may make replacements and repairs with the approval of the State Representative. Or the contracting Agency may either hire another firm, or assign State personnel to repair the damages. This will be deducted from the contract payment due.

5.3 Defective Work: The Contractor shall, at their expense, remedy and correct any defect in their work when the defect is brought to their attention. Contractor shall, without additional cost to the State, make good and be fully responsible for all injury or damage to persons or property which may result from their negligence or that of

Technical Specifications

employees, or subcontractors. This includes damages resulting from the use of materials and equipment or from workmanship which is inferior, defective, or not in accordance with the terms and conditions of the contract. Where or when a defect in the Contractor's work could result in injury to a private citizen or State employee, the State reserves the right to immediately correct the deficiency, using the most expedient method available (State employee and/or private contractor), and deduct the cost incurred from monies owed the contractor.

5.4 Petroleum Spill and Leakage: The Contractor is responsible for all cleanup actions required as a result of spills or equipment leakage during the performance of this contract. Failure to take reasonable and responsive corrective action in a timely manner will result in the State taking corrective action under the Defective Work section above.

6.0 EQUIPMENT AND MATERIALS

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

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

6.3 The Contractor must have or be able to obtain for use the following minimum equipment. Type and condition may be a factor in bid award.

6.3.1 Motor Grader, minimum Cat 12 or equivalent with a minimum of: 12 foot blade, 120 horsepower, top mounted beacon, and highway and working lights for night operations.

6.3.2 Rubber tired front end loader equipped for snow removal and safety features for nighttime operation, no less than 4 cubic yard capacity.

6.3.3 End dump trucks, with sideboards, with a minimum measured capacity of 18 cubic yards for hauling snow.

6.3.4 Full size four-wheel drive pickup equipped with a minimum of a 7-1/2 foot hydraulic snow plow.

6.3.5 Sander having a minimum capacity of 1 cubic yard.

6.3.6 Bobcat with plow blade, bucket, and broom.

6.3.7 Walk behind snow blower and/or back pack blower.

6.3.8 Manual laborers with the appropriate tools for removal of snow and ice, hand sanding.

Technical Specifications

7.0 MATERIALS

7.1 E chips in accordance with the State of Alaska, DOT&PF standard.

7.2 Mortar sand.

8.0 METHOD OF REMOVAL

8.1 Special care must be used around the buildings and vehicles so no damage occurs from flying objects to the buildings, lawn, or vehicles.

8.2 Contractor may be required to haul all snow and ice to an Airport snow storage site.

Bid Schedule – Lot 2

PAY
ITEM

1. Motor grader, per spec 6.3.1 of the technical specs.

\$ _____
Per hour

Equipment offered: _____.

2. Rubber tired front end loader, per spec 6.3.2 of the technical specs.

\$ _____
Per hour

Equipment offered: _____.

3. End dump truck, per spec 6.3.3 of the technical specs

\$ _____ x _____ = \$ _____
Per hour Time to make round trip to Contractor Per Load
provided snow storage site

Equipment offered: _____.

4. Four wheel drive pickup truck, per spec 6.3.4 of the technical specs

\$ _____
Per hour

Equipment offered: _____.

5. Sander, per spec 6.3.5 of the technical specs.

\$ _____
Per hour

Equipment offered: _____.

Bid Schedule, Lot 2 Continued

6. Bobcat, per spec 6.3.6 of the technical specs.

\$ _____

Per hour

Equipment offered: _____.

7. Snow Blower, per spec 6.3.7 of the technical specs

\$ _____

Per hour

Equipment offered: _____.

8. Manual laborers, per spec 6.3.8 of the technical specs.

\$ _____

Per hour

9. E chips for sander, per spec 7.1 of the technical specs.

\$ _____

Per c.y.

10. Mortar sand, per spec 7.2 of the technical specs.

\$ _____

Per c.y