

**STATE OF ALASKA ITB NUMBER 2523H013
AMENDMENT NUMBER THREE (3)**

AMENDMENT ISSUING OFFICE:



Department of Transportation & Public Facilities
Statewide Contracting & Procurement
P.O. Box 112500
(3132 Channel Drive, Room 350)
Juneau, Alaska 99811-2500

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: August 12, 2022

ITB TITLE: Recyclable Materials Pick up Juneau Buildings

DUE DATE: August 19, 2022 at 2:00 PM. (Alaska Time)

This is not a mandatory return Amendment.

The purpose of this Amendment #3 is to:

➤ **Answer questions that were received**

Question 1. We are good with the current contract. We are just hoping to add the attached items to the contract basically to get a little more specific to our industry and what we do. Let me know if it is acceptable or not or if you have any questions or concerns feel free to let us know.

("Contractor") offers the following items to be incorporated into the resulting contract and as exceptions to the Invitation to Bid: Recyclable Materials Pickup Services Juneau Buildings (ITB# 2523S013) (the "RFP") issued by the State of Alaska – Juneau Core Buildings and the Department of Transportation & Public Facilities 7-Mile Complex (the "State" or "contracting agency"). Contractor's proposal is subject to and contingent upon these exceptions. These items are intended to identify areas of concern and remain negotiable. Along with the exceptions is some explanation to provide the State with Contractor's thoughts behind such exceptions. Contractor's bid submission is contingent upon and subject to the exceptions and objections contained herein. Specifically, Contractor objects, and does not agree, to any provision of the RFP to the extent such would require a penalty, fine, fee or forfeiture of a bond in the event that the parties are unable to agree on, and ultimately enter into a contract, the terms of this RFP after good faith negotiations, including the objections and exceptions contained herein. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the RFP.

(1) In addition to the terms set forth in the RFP, the following concepts need to be incorporated into the final form of the resulting contract:

- a. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the State and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.
- b. The State must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If the State fails to do so, Contractor may decline to collect such materials without being in breach of the contract. Contractor shall not be responsible

- for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.
- c. Except in the case of Contractor' negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.
 - d. Notwithstanding anything herein to the contrary, to the extent supplied by Contractor, in the event that a waste container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of the State (excluding normal wear and tear), the State will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.
 - e. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, the customers and the State (as applicable) shall have care, custody and control of the equipment while at the service locations. Customers and the State shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers and the State must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used herein shall mean all containers used for the storage of non-hazardous solid waste.
 - f. Notwithstanding anything herein to the contrary, Contractor may pass through and the State shall pay to Contractor any documented increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).

Answer 1. The State does not agree to the requested modification language.

Signature:  Date: 8-12-22

Name: Chris Hunt
Title: Procurement Specialist 5