

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

Procurement per ACS Procurement Guidelines

ISSUING OFFICE:

Alaska Court System
820 West 4th Avenue
Anchorage, Alaska 99501

ITB Number: KEN-S-23-0004
Issuing Date: February 23, 2023

All questions shall be directed to Dawn Molina Project Manager II, at 907-264-8284

SERVICE:

Location: 125 Trading Bay Drive, Kenai, Alaska

Description of Work: Landscaping Services Contract

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

Contract Term: April 15, 2023 through October 15, 2025

Estimated Cost of Base Year of Contract: \$15,000

SUBMITTAL DEADLINE:

DATE: Tuesday, March 21, 2023

PREVAILING TIME: **11:00 A.M.**

HAND DELIVER OR MAIL SEALED BID TO:

Alaska Court System
Attn: Facilities Manager
820 West 4th Avenue
Anchorage, Alaska 99501

OR

Kenai Courthouse
Attn: Clerk of Court
125 Trading Bay Dr., Suite 100
Kenai, AK 99611

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 Facilities 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, March 8, 2023 at 11 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 Facilities 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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KENAI LANDSCAPING SERVICE CONTRACT

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ALASKA COURT SYSTEM (ACS)

BID SCHEDULE SERVICE CONTRACT

Procurement per ACS Procurement Guidelines

Type of Service: Landscape Maintenance Services
Property/Facility: Kenai Courthouse
Date of Issuance: February 23, 2023
Submittal Deadline: March 21, 2023
Location(s): 125 Trading Bay Drive
Kenai, Alaska
ITB Number: KEN-S-23-0004

Contracting Agency: Alaska Court System
Facilities Department
820 W. 4th Ave.
Anchorage, AK 99501
Contracting Officer: Anna Harrison,
Facilities Mgr.
Contract Manager: Dawn Molina,
Project Manager II
Phone: 907-264-8284 Fax: 907-264-8296

I. BID SCHEDULE and ITEMS: ***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.

Bidder Please Note: The bidder must enter a fixed monthly price for services and hourly rate. Failure to enter bid amounts on items A.1 and A.2 will result in the bid being declared non-responsive. Bids will be compared on the basis of the Total Basic Bid. 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. The Contract will be awarded in the Amount of the Total Basic Bid Amount.

BID ITEMS:

- A. BASIC BID AMOUNT** - Monthly Fixed Price: \$ _____
1. Annualized Basic Bid Amount (Bid Item A x 6 mos.) = \$ _____
2. Hourly Labor Rate \$ _____ x 50* Hours = \$ _____

TOTAL BASIC BID AMOUNT (A.1 plus A.2) \$ _____

***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.

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
☐ D. Alaska Products
☐ E. Recycled Products or Paper (Not Applicable.)
☐ F. Alaska Veterans

II. REFERENCES (Must list at least 1 company with whom bidder has had a Service contract 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

ALASKA COURT SYSTEM (ACS)

BID SCHEDULE *SERVICE CONTRACT*

Procurement per ACS Procurement Guidelines

III. ADDENDA ACKNOWLEDGEMENT:

The Bidder acknowledges receipt of the following addenda to the original Bid Documents (***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, if awarded this contract, I agree to furnish for the above Bid Amounts – which were arrived at independently and without collusion – necessary labor, materials, and equipment in full compliance with the Contract and each of its incorporated terms and conditions. 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.

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.

Bidder 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: _____ LLC: _____ Other (Specify): _____

Bidder 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. 4th 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), D, and E, 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.**

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INSTRUCTIONS TO BIDDERS

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- 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.
- E. **Photocopy of valid Pesticide Applicator Certification:** In addition to the foregoing, the **bidder must furnish evidence that it is a certified pesticide applicator, as required under 18 AAC 90.300**. That regulation requires that the bidder that intends to apply a pesticide product with an EPA registration number be a certified pesticide applicator. The apparent low **bidder must obtain the certification prior to award of the contract**.

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).

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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 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 Navel Militia; and
- 2). Was separated from service under a condition that was not dishonorable.

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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.
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

ALASKA COURT SYSTEM (ACS)

INSTRUCTIONS TO BIDDERS

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Procurement per ACS Procurement Guidelines

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.

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

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*)

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F. INDEMNITY AND INSURANCE:

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.

1) 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.

2) 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 claim.

3) 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 claim.

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.
- 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.

SECTION A

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

Procurement per ACS Procurement Guidelines

- 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 Contractor's 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.
- D. **The first 45 days of the Contract term are a probationary period. During this period, ACS will perform frequent inspections of the Work to ensure that the Contractor understands the Work and is willing and able to meet the Contract requirements. If ACS determines during the probationary**

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period that the Contractor is unwilling or unable to meet the Contract requirements, ACS may terminate the Contract immediately.

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

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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 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 Criminal History Report, obtained from the Troopers. 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

SERVICE CONTRACT

Procurement per ACS 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 PROPRTIE(S)/FACILITIE(S) (see attached site plans)

A. **Kenai, Courthouse, 125 Trading Bay Drive, Kenai, Alaska.**

2. SCOPE OF SERVICES: Contractor shall provide all Landscape Maintenance Services as outlined in the attached Technical Requirements.

3. CONTRACT PERIOD/RENEWAL: This Contract term commences on April 15, 2023 and expires on October 15, 2025 with option(s) to renew for 2 (Two) additional 1 (One) Year period(s). Renewal options are at the sole discretion of ACS with written notice to Contractor no less than 60 days prior notice to the commencement of the renewal term.

CONTRACT PRICE ADJUSTMENTS (Consumer Price Index) Adjustments:

Adjustments in the contracted rates can be made if requested in writing by the Contractor at least thirty (30) days prior to the effective date of the adjustment. Request must be made annually only; a CPI adjustment to each of the Contracted Prices shall be made. These Contracted Prices shall be adjusted in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-W), for the Urban Wage Earners and Clerical Workers, All Items, Anchorage area, issued every six months.

The percentage change in CPI-W means the percentage difference between the Base Year CPI-W in effect during the 1st half (January through June) of the year in which original contract commenced and the CPI-W in effect for same half year for the calendar year just completed. Annually for each year of the renewal period(s), the percentage of change from the base hourly rate shall be determined by the percentage difference between the Base CPI-W and the CPI-W in same half and in the Calendar Year just completed. This adjustment may result in either an increase or a decrease depending on the actual CPI-W in effect at the time of the adjustment.

4. AREA INCLUDED IN THE CONTRACT (See attached Site Plans)

Grounds areas (including lawns, trees, shrubs, planting beds, gardens) surrounding the court's Property: Identified in Paragraph 1.

5. SCHEDULING WORK AND REPORTING REQUIREMENTS

A. Five work days prior to the contract starting date and for all extensions thereafter, the contractor shall submit annual schedules and plans for all periodic work. Periodic services are those not performed on a daily basis.

B. Services may be performed at any time during the day.

SECTION B

ALASKA COURT SYSTEM (ACS)

SUPPLEMENTAL CONDITIONS

SERVICE CONTRACT

Procurement per ACS Procurement Guidelines

- C. ACS Contract Officer, Manager or Local Contact may suspend work that produces so much noise or fumes as to affect proceedings in the Courthouse.

6. WORK AREA INCREASE OR DECREASE

- A. Contracting Officer reserves the right to increase or decrease the Work area within the location. By signing the Contract Award, the Contractor indicates their agreement with this provision.
- B. The ACS and the Contractor will agree on an appropriate price adjustment in connection with an increase or a decrease in the work area 60 days in advance of such change.
- C. If no agreement can be met by 60 days in advance date, this contract will become null and void and a new Invitation to Bid will be issued.

7. DESCRIPTIONS

- A. "Call outs" means work performed by Contractor at the special request of ACS. Call outs will be by the designated ACS representative only. Minimum call out time is 2 hours including equipment and travel time (for travel time see 8.B, below). A request to correct defective work is not considered a "call out".
- B. Travel time is the actual transit time expended by the Contractor in moving the equipment and material from the Contractor's place of business to the work location and return.

SECTION B

ALASKA COURT SYSTEM (ACS)

TECHNICAL REQUIREMENTS

SERVICE CONTRACT

Procurement per ACS Procurement Guidelines

1. BID SCHEDULE INTENT:

- A. To establish an annual cost to provide all labor, tools and materials to perform **ROUTINE SCHEDULED SERVICES** described below for entire growing season (generally defined as the period **between April 15th through October 15th of each year**) for the grounds described in the Supplemental Conditions.
- B. To provide an **HOURLY LABOR COST** to perform landscape services other than routine schedule services described below.

2. ROUTINE SCHEDULED SERVICES:

- A. Times of Work - Dethatching of lawn areas, reseeding of bare patches, watering and pruning of trees and shrubs must be performed during each plant's appropriate gardening season and hours of the day to the benefit of each plant. The Local Court Contact may assign additional work.
 - 1). **Early Spring clean up** - should include a light raking and pick-up of debris and major corrective pruning to correct limbs entangled in iron tree guards and damaged by snow, wind, and vandalism. Remove guy wires and hose clamps from trees whose roots are established.
 - 2). **De-thatch and aerate lawns** - in the **Spring** after ground has dried out, grass has greened up and prior to application of fertilizers. De-thatch only if thatch is greater than ½" thick. Samples may be taken to Cooperative Extension Service to determine if de-thatching and/or aeration are necessary.
 - 3). **Reseeding** – Contractor shall prep and reseed dead or thin grass patches with the seed mixture originally placed: 5% rye, 30% Kentucky Bluegrass-Nugget, 25% Kentucky Bluegrass-Merion and 40% Boreal Fescue.
 - 4). **Pruning/Weeding** – Contractor shall prune trees and shrubs in the **Spring** and when needed. Prune to remove dead branches and maintain an appropriate and pleasant appearance of the plant as approved by the Contract Manager. All beds and lawns shall be kept free of weeds. Applications of an appropriate biodegradable herbicide shall control weed growth in the bed and lawns.
 - 5). **Fertilize Trees and Shrubs**– In the **Spring**, apply a liquid 15/30/15 fertilizer via a root feeding process. If a dry fertilizer is used, it shall be 8/32/16 applied 2-4 lbs. per 100 sf.
 - 6). **Fertilize Lawn** – In the **Spring**, upon completion of de-thatching, apply dry 21/7/14 fertilizer to lawn areas at a rate of 12 lbs. per 1,000sf. Again at **mid-season** (no later than August 1st) apply 21/7/14 fertilizer at a rate of 6-7 lbs. per 1000sf.
 - 7). **Watering** – This shall include the surface watering of lawns in order to ensure no wilting or browning of the lawn and deep watering of trees and surface watering plant basins. All Hose Bibs are identified on the Site Plans. Building Maintenance staff will turn water to hose bibs off/on per request and as weather permits.
 - (a) Keep trees/shrubs well watered. Especially in the spring when coming out of dormancy to prevent disease and pest infestation. Regular and deep watering is required rather than frequent and light watering.
 - (b) "Slow" watering is required for those trees/shrubs without a saucer to hold water and those found on slopes, mounds and under larger trees. Soaker hoses allow water to seep slowly into the soil. Spruce trees require deep watering to assist in continued effort to establish viable root systems.
 - (c) Occasionally hose down leaves and limbs with pressure from a garden hose nozzle to dislodge pests and their eggs. This is especially useful for aphids.
 - (d) Trees in sidewalk grates and shrubs in concrete planters require a thorough watering every 2 weeks throughout contract. Trees in sidewalk grates must always be hand watered deeply.
 - 8). **Mowing Lawns** – This shall be performed when grass approaches a maximum 3" height. Mow to a height of 2". Lawn edges must be kept neat and trim. All grass clippings (if mulching type mower was not used) shall be collected and removed from the property.
 - 9). **Raking and Fall Clean Up** - once leaves have fallen, all landscaped areas shall be raked to be free and clear of leaves and debris. This will assist in minimizing impact of Birch Leaf Miners.
 - 10). **Lime Lawn** – In the **Fall**, after having soil tested and prior to the ground freezing, apply lime at the rate per 1,000sf recommended from the test when pH is lower than 6.0.
 - 11). **Pest Control** – weekly inspect all landscaped areas for signs of disease or pests and report their findings to the Local Contact. A timely application of Safer Soap according to manufacturer's direction may help control the aphids. If remedy is not known, take sample to Cooperative Extension Service for analysis and treatment recommendation. Contractor's are responsible for obtaining all permits,

SECTION C

ALASKA COURT SYSTEM (ACS)

TECHNICAL REQUIREMENTS

SERVICE CONTRACT

Procurement per ACS Procurement Guidelines

licenses and certifications for application of any pesticides (current certification through Alaska DEC). Contractor must receive ACS prior written approval for any additional expenses.

12). Trash - and debris removal from landscaped areas shall be done weekly

13). Vegetation in concrete or asphalt. Vegetation periodically found around building foundations and walkways must be sprayed with a vegetation killer.

14). Dead plant materials must be removed from all curbs and areas of parking lots i.e. dead leaves that have blown into corners.

B. Keep the entire landscape neat and aesthetically pleasing to the Contract Manager.

C. Contractor, at no cost to the ACS, shall be responsible to replace all lawns, trees and shrubs damaged due to inappropriate gardening techniques including watering, pruning/weeding, pest control and fertilizing.

D. Contractor shall provide competent and experienced Landscapers who are trained to perform the work described above. The Contractor shall replace those landscapers who in the opinion of the designated ACS representative, misconduct themselves on the job or are incompetent or negligent in the performance of the work.

E. Maintain a safe landscape environment. Limbs and branches shall not hang or project into pedestrian spaces. Lawns shall be kept even without holes. Report any broken curbs, wires, or other hazards that you may find.

3. OTHER SERVICES: The Contractor may, with advance authorization from the Contract Manager, perform services other than Routine Scheduled Services. In that case, the Contractor may charge the ACS for such services as follows:

A. Plants and/or other soil amendments other than fertilizer/lime e.g. mulch, that are replaced or added for reasons other than Contractor caused damage in 2.C above shall be billed to the ACS at actual wholesale cost plus a 10% mark up for material.

B. Labor shall be charged at the Hourly Labor Rate entered on the Bid Schedule.

4. EQUIPMENT AND MATERIALS: The contractor shall provide all equipment and materials as specified above and any others necessary to the performance of the work.

A. All of Contractor's equipment must meet state safety standards and be in excellent working order to perform tasks and not provide excessive fumes or noise.

B. At start of season, Contractor shall inspect and verify that all ACS exterior hose bibs and existing equipment including soaker hoses, hoses, sprinklers, connectors and timers are in good working condition. Contractor must then keep them in good working order and repair to keep all grounds properly watered. It is the responsibility of the Contractor to immediately report any problems found with ACS equipment.

C. The Contractor is responsible to safely direct pedestrian and vehicular traffic around the areas of work and mark hoses that could create a tripping hazard with bright surveyor's tape.

D. The Contractor shall perform work in a manner so as not to disrupt the Alaska Court System operations in or around the building.

E. The Contractor's employees must be skilled in performance of the work required and be certified to handle pesticides and herbicides.

F. All new plants and seeds shall be healthy and of quality materials equal to those originally placed by the landscape contractor (See attached plant list for each Building).

G. The Contractor shall use a mulch type lawn mower or remove grass clippings from the property upon completion of each mowing.

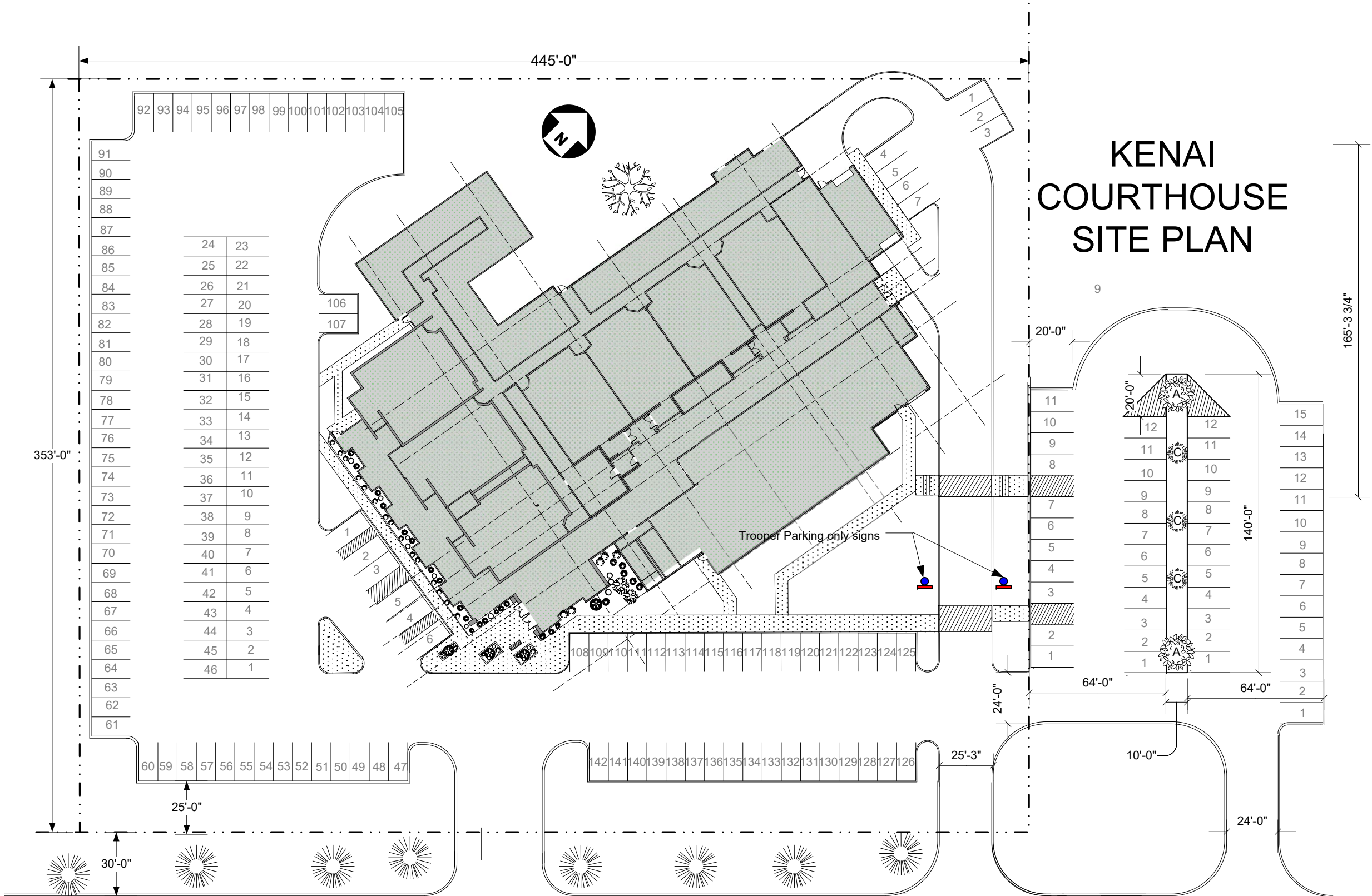
5. WORKMANSHIP: The Contractor agrees that all of the work and labor shall be performed in the best and most workmanlike manner, and that all materials and labor shall be in strict conformity with contract specifications.

6. PAY ITEMS: The amounts noted on the Bid Schedule will be invoiced and paid monthly per the following:

A. Base Bid for these services is an Annual Lump Sum Fixed Price payable in 6 equal monthly payments beginning on May 15th.

B. The Hourly Labor rate(s) will be applied to additional hours of work performed beyond the scope of work outlined as Routine Scheduled Services in these Technical Requirements.

SECTION C



ATTACHMENT A