STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES SOUTHCOAST REGION MAINTENANCE & OPERATIONS



QUOTE DOCUMENTS

PROJECT: Juneau As Needed Winter Maintenance Pathways & Sidewalk Clearing CONTRACT NO.: <u>IFQ25263013</u>

Up to date and additional information is available on the web at (http://dot.alaska.gov). Under the Section called "Find it Fast!," select DOT&PF Public Notices. Look through the section called "Procurement" for the Invitation to Quotes

AS-ADVERTISED DATE: <u>12/08/2025</u>

SPECIAL NOTICE TO BIDDERS

- 1.) The bidder shall [MUST] have a valid Alaska business license at the time the contract is awarded. To qualify as an Alaska bidder under AS 36.30.321, a bidder shall have a valid Alaska business license at the time designated in the invitation for quotes for quote opening. Bidders are required to submit evidence of a valid Alaska Business License in accordance with AS 43.70.020 and 12 AAC 12.020.
- 2.) No bid bond, payment bond or performance bond are required for this project.



INVITATION FOR QUOTES FOR A SMALL PROCUREMENT (CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

Project Name & No.: Juneau As Needed Winter Maintenance		ent Agency and Address:		
Pathways & Sidewalk Clearing	State of Alaska, DOT&PF 6860 Glacier Highway, Juneau, AK 99801, or			
IFQ25263013		112506 Juneau, AK 99811-2506		
· · · · · · · · · · · · · · · · · · ·				
Location: Juneau, Alaska Christopher Crime P.F.				
Procurement Officer: Christopher Goins, P.E.		Date of Issuance: 12/8/2025		
DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF Perform as-needed pathway and sidewalk clearing in Juneau, per the priorit Operations (M&O) Foreman or designee. Details are outlined in the Scope	y structure, at t	he request of the Juneau Maintenance &		
This is a Federal-Aid State Funded contract.	The complet	ion date for this work is 04/15/2026		
The Project cost estimate is: under \$10,000 \$10,000 - \$50,000. Quotes in excess of \$200,000 will be deemed non-responsive.	000	001 - \$100,000 🔀 \$100,001 - \$200,000 ^{1,2}		
Davis-Bacon Wages (Title 36.05): are are not requi	red on this pro	ject.		
The following insurance coverages are required: Workers C	Comp	General Liability Automobile		
Bonding Requirements: N/A				
Quotes for furnishing all labor, equipment and materials and performing all vaconsideration, quotes must be received before 2:00 pm local time on the 19 Disadvantaged Business Enterprises (DBE's) may submit quotes and will not origin or sex in consideration for an Award which results from this invitation procedures or Project requirements, requests for additional documents, or included to: Name: Jenny Huntley	th day of Decer be discriminated. Any errors, of	mber, 2025. Late quotes cannot be accepted. d against on the grounds of race, color, national missions, or questions pertaining to solicitation		
	elephone: (90			
Applicable provisions of AS 36.30 and 2 AAC 12 govern this solicita	Applicable provisions of AS 36.30 and 2 AAC 12 govern this solicitation.			
SUBMITTAL OF QUOTES: Quotes for this Project must be submitted themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to subsequently of the verbal Quotes shall be given to at the Above Noted Telephone Number, Prior to the At the Above Noted Telephone Number, Prior to the Attention of the Above Noted Telephone Number, Prior to the Attention of the Above Noted Telephone Number, Prior to the Attention of the Above Noted Telephone Number, Prior to the Attention of the Above Noted Telephone Number, Prior to the Attention of the Above Noted Telephone Number, Prior to the Attention of the Above Noted Telephone Number, Prior to the Attention of the Above Noted Telephone Number, Prior to the Attention of the Attenti	omitting their qu	ote.		
- WRITTEN QUOTES, INCLUDING AMENDMENTS OR WITHDRAWALS, MUST BE RECEIVED PRIOR TO THE ABOVE NOTED DEADLINE. QUOTES MUST BE SUBMITTED ON FORM SPC-002, QUOTE SUBMITTAL, ATTACHED. (See above Bonding Requirements.)				
Written quotes may be submitted by Fax, hand delivered, or mailed in a sealed envelope. Confidentiality is only assured for sealed quotes. Mailed quotes must allow time for delivery and the envelope must be marked as follows:				
	ocurement Ag	ency Address:		
Dothryova Vr Sidoviolli Clooming	te of Alaska, I			
Number 1EO25262012	60 Glacier Hig			
Attn: Jenny Huntley, Chief of Contracts	eau, AK 9980	/1		
Fax: 907-465-4420				
Email: srdotpfcontracts@alaska.gov Quote amendments or withdrawals must be made in writing to the individual of the Procurement Agency receiving the quotes, and must be				
received prior to the time for quote submittal.	01 1100	and the state of t		



INVITATION FOR QUOTES FOR A SMALL PROCUREMENT (CONSTRUCTION RELATED)

INSTRUCTIONS TO OFFERORS

The State of Alaska desires that all Offerors submitting quotes on construction contracts are given a fair and equal opportunity to compete. Offerors are required to follow these instructions:

REVIEW THE PROJECT DOCUMENTS: Most construction Projects in excess of \$1,000 will have some type of written documentation prepared expressly for the Work. If you are asked to submit a quote and no written information has been provided, you should ask the procurement Agency for written documentation. If the scope of services have been described to you verbally, and you are selected for Contract Award, you must ensure that the information of the services to be performed (scope of work) is put in writing prior to accepting the Contract. When providing a Quote, carefully review and consider all materials related to the solicitation and work of the contract. By submitting a quote the Offeror warrants that they are familiar with the Project requirements, have visited or otherwise examined the site, and are aware of the conditions to be encountered. Offeror's can verify the contents and completeness of their quote documents by contacting the procurement Agency individual named on the front of this form.

SUBMITTING THE QUOTE: The Quote must be submitted in one of the following formats as called for in the Invitation:

- 1. **ORALLY** if a verbal quote is solicited, the Offeror must provide, in addition to their quote amount and mailing address -- (1) their valid Alaska Business License number, (2) if applicable, a valid Contractor's Registration number, (3) their status as an Alaskan Bidder (Offeror), (4) their intended use of Alaskan products, (5) the carrier's name and policy number for their Workers' Comp Insurance (or a statement of sole proprietorship, if applicable), and (6) the Employer (Tax) Identification Number or Social Security Number. The Procurement Agency will enter this information on the quote schedule.
- 2. **WRITTEN** if a written quote is solicited, the Offeror must complete, in ink or typewritten, the *Small Procurement Quote Submittal*, Form SPC-002. Failure to acknowledge receipt of addenda or to execute the form correctly and completely may disqualify the quote.

NOTE: The Department of Labor requires an Offeror to be licensed and registered for the required type of work prior to submitting a quote. If the procurement Agency determines the Offeror is improperly registered or licensed, their quote may be deemed nonresponsive.

<u>SUBCONTRACTOR LISTING:</u> Subcontractors intended to be utilized on this contract must be listed in the response to the solicitation. Work shall not be awarded to any subcontractor without prior approval from the procurement Agency. Subcontractors may be added or removed only as approved by the procurement Agency.

DETERMINATION OF THE LOWEST RESPONSIBLE QUOTE AND CONTRACT AWARD: Following receipt and determination of all **responsive** oral, written or sealed quotes, the procurement Agency will compare the quotes and determine the lowest Offeror. If the procurement Agency discovers a discrepancy between the unit price amount and the extended amount; the unit price amount will prevail. Conditioned quotes, unless expressly requested, will not be considered. When the quote schedule is composed of a basic amount with alternates, the procurement Agency will base its determination of the low quote and the amount of the Contract Award solely upon those quotes, basic and alternates, that are priced within the extent of available construction funds. Alternates will be considered for Award in the order listed, except that if the order of Offerors is not affected, the Award may include any combination of funded alternates, or none, as may be in the best interest of the procurement Agency.

When determining the lowest quote, the procurement Agency will also give a 5% Alaska Offeror's preference and an appropriate Alaska Products preference to quotes designating the applicability of a preference. To qualify for the Offeror's preference (per AS 36.30.170) the Offeror must (1) hold a current Alaska Business License, (2) submit the quote under the name appearing on the license, (3) have staffed and maintained a place of business within Alaska for the previous six months and (4) be incorporated or qualified to do business under the laws of the State. In addition, if the Offeror is a partnership or joint venture, all parties must meet the criteria to be eligible for the preference. A boxlet fully describing the Alaska Preferences (Bidder, Offeror, Product, Disabilities, Veteran) program is available at http://doa.alaska.gov/dgs/pdf/pref2.pdf. A detailed description of the Alaska Products Preference Program is available at http://www.commerce.state.ak.us/ded/dev/prodpref/prodpref.htm.

The procurement Agency will make a determination of **responsibility** as required by 2 AAC 12.500. If the lowest Offeror is declared responsible, the procurement Agency will execute the *Notice of Award / Notice to Proceed*, Form SPC-003, and send it to the Offeror for acknowledgement. If the lowest Offeror is found to be nonresponsible, this process will be repeated with the second lowest Offeror -- and so on until the lowest responsive and responsible Offeror is determined.

NOTICE OF AWARD AND PROTEST: A written notice will be provided on all Awards exceeding \$ 25,000 (2 AAC 12.400(h)). All protests must be filed with the Commissioner of the procurement Agency (or designee) and copied to the Procurement Officer. Protest procedures are described in AS 36.30.560 and 2 AAC 12.695. The extent of the protest remedy is limited to quote preparation costs (AS 36.30.585).

3. INDEMNITY AND INSURANCE – The following insurance is required for all construction contracts: Article 1. 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.

Article 2. 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.

- **2.1 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.
- **2.2 Commercial General Liability Insurance**: The State of Alaska, Department of Transportation and Public Facilities shall provide a policy that will protect the state against tort claims for negligent acts of the Contractor. This policy will only cover duties and services performed under this contract. The policy is only provided to those Contractors who are unable to secure a policy in the commercial market. For those Contractors who can obtain a policy in the performance of services under this agreement, please provide with minimum coverage limits of \$300,000 combined single limit per claim.
- **2.3** 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.

02-093 B¹ (Rev. 04/17) AppB¹.doc

REQUIRED DOCUMENTS

Required for Quote

Quotes will not be considered if the following documents are not completely filled out/signed and submitted at the time of bidding.

- 1. Quote Submittal Form SPC-002. Bidder must sign form.
- **2. Bid Schedule** Bidder must complete.
- 3. Non-Collusion Affidavit Bidder must sign form.
- 4. Small Procurement Offeror's Questionnaire. Bidder must complete.
- 5. <u>Alaska Business License</u> (AS 36.30.110) To qualify as an Alaska bidder under AS 36.30.321, a bidder shall have a valid Alaska business license at the time of quote opening. (License information; contact State of Alaska, Department of Commerce, Community and Economic Development) (http://www.commerce.state.ak.us/occ/home.htm)
- **6.** Alaska Veteran's Preference Affidavit If claiming, Bidder must sign form.
- 7. Military Skills Preference Certification If claiming, Bidder must sign form.
- 8. Alaska Bidder Preference Certification If claiming, Bidder must sign form.

Required After Notice of Apparent Low Bidder

The apparent low bidder is required to complete and submit the following document within 5 working days after receipt of written notification.

N/A

Required for Award

In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

- 1. Construction Contract
- 2. Certificate of Insurance In accordance with Appendix B Indemnity & Insurance



SMALL PROCUREMENT QUOTE SUBMITTAL (CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

Project Name & No. <u>Juneau As N</u> <u>Maintenance Pathways & Sidewa</u> <u>IFQ25263013</u> Location: <u>Juneau, Alaska</u>	lk Clearing,	Procurement Agency and Addres <u>State of Alaska, DOT&PF</u> 6860 Glacier Highway, Juneau, A P.O. Box 112506 Juneau, AK 99	AK 99801, or_
Procurement Officer: Christophe	er Goins, P.E.	Date of Issuance: December 8, 202 Bid is Due: December 19, 2025 at 2	
QUOTE: Offerors must read all For the scope of work and all other Procurement" dated November 2 shall be inclusive of one full 12 m does not contain 12 full months of Award and paid accordingly we The work as described in the IF	er requirements see the 4, 2025. The annual pronth State of Alaska F f the State of Alaska's ith this contract and technique.	edule. Offeror is required to bid of "Invitation for Quotes for A Smarices bid by the Contractor references as Year period. Any contract of Fiscal Year shall be prorated beginnical specifications.	on all items. all nced below duration which
ITEM DESCRIPTION	UNIT BID PRICE	ESTIMATED QUANTITY	BASIC BID AMOUNT
I have reviewed the bid documents, v conditions required for Project number for the above amount(s). The Work Officer.	er <u>IFQ25263013.</u> I agree	to furnish all necessary labor, materia	als, and equipment
Contractor		Email Address	
Authorized Signature		Title	
Address			
Business License #	EIN or SSN	Phone #	
~ <u>~</u>	ka Bidder's Preference ka Veteran Preference	■ Military Skills Prefer	rence
•••••	• • • • • • • • • • • • • • • • • • • •	•••••	• • • • • • • • • • • • •
Procurement Office	cer:		
Date of Receipt of	`Bid:		

Proposal ID: IFQ25263013

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

Bid Schedule

Section 1 Hourly rates for services as defined in this IFQ					
Line	Equipment	Quantity	Unit	Unit Bid Price	Amount Bid
1	Pickup Plow Truck w/operator	5	Hour		
2	Walk Behind Snowblower w/operator	5	Hour		
3	Skid steer or Equivilant w/operator	5	Hour		
4	Hand Shoveling	5	Hour		
	-				

Total Evaluated Amount	3	
Do you qualify for the Alaska Bidders' Preference ? (circle one)	YES	NO
Do you qualify for the Alaska Veteran Preference? (circle one)	YES	NO
Do you qualify for the Alaska Military Skills Preference? (circle on	YES	NO

NON-COLLUSION AFFIDAVIT

)
) ss
)
, of
(Name of Firm, if any)
ate:
corporation of which I am a member, a bidder on the contract to be exportation and Public Facilities of the State of Alaska for the services of Project (Contract) Number IFQ25263013 located at Juneau in the State tly or indirectly, entered into any agreement, participated in any action in restraint of free competitive bidding in connection with such
(Signature)
Date:
า

Note: Must accompany Quote Submittal.



SMALL PROCUREMENT (CONSTRUCTION RELATED) OFFEROR'S QUESTIONNAIRE

	IFQ2526	3013			
Project Name:		as Needed Winte Clearing	er Maintenance P	athways &	
Project Location:	ation: Juneau, Alaska				
A. FINANCIAL					
1. Have yo	ou ever fai	led to complete	a contract due to	insufficient resor	urces?
Yes □		No 🗆	If yes, exp	lain:	
2. Describe any arrangements you would make to finance this work: B. EQUIPMENT 1. Describe the equipment you have available and would use for this project.					
_		pment you have	available and wo	ould use for this p	PRESENT
1. Describ		pment you have	available and wo		
1. Describ	e the equi			SIZE/	PRESENT
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1. Describ	e the equi			SIZE/	PRESENT

1.	What percent of the total value of this contract would you subcontract?
2.	Would you purchase any equipment for use on this project: Yes No If yes, describe type, quantity, and approximate cost:
3.	Would you rent any equipment for this work? If yes, describe type, quantity, and approximate cost:
4.	Is your proposal based on firm offers for all materials for this project? Yes No If no, please explain:
C. EX	XPERIENCE
1.	Have you had previous construction contracts or subcontracts with the State of Alaska? Yes \[\] No \[\]
	Describe the most recent or current contract, its completion date, and scope of work:
2.	List, as an attachment to this questionnaire, other construction projects you have completed; the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.
	I hereby certify that the above statements are true and complete.
	Name of Respondent
	Signature Date



CONSTRUCTION CONTRACT

Juneau As Needed Winter Maintenance Pathways & Sidewalk Clearing: <u>IFQ25263013</u>

Project Name and Number

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, herein called the Department, acting by and through its Contracting Officer, and
Company Name
Company Address (Street or PO Box, City, State, Zip)
a/an [] Individual [] Partnership [] Joint Venture [] Sole Proprietorship [] Corporation incorporated under the laws of the State of
WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Department, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the above-referenced project at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of Dollars
(\$), and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents are made a part of this Contract and accepted as such.
It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Department. In no event shall the Department be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by the Department. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.
The Contractor further covenants and agrees that all materials shall be furnished and delivered, and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: 04/15/2026 or within N/A calendar days. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Department, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Department shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Department shall have the right to recover dollars (\$

Form 25D-10A (8/01) Page 1 of 2

The bonds given by the Contractor in the sum	of \$N/A	Payment Bond, and \$	N/A
Performance Bond, to secure the proper con	npliance with the te	rms and provisions of this Contract,	are submitted herewith and
made a part hereof.			
IN WITNESS WHEREOF, the parties hereto l	have avecuted this C	Santrage and haraby agree to its terms	and conditions
IN WITNESS WHEREOF, the parties hereto i	lave executed this C	contract and hereby agree to its terms	and conditions.
	CONTRA	ACTOR	
Company Name			
r. J.			
Signature of Authorized Company Representat	tive		
Typed Name and Title			
Date			
			(Corporate Seal)
	STATE OF	ALASKA	
DEPA	RTMENT OF T	TRANSPORTATION	
	AND PUBLIC	FACILITIES	
Signature of Contracting Officer			
Signature of Contracting Officer			
Typed Name			
- J F			
Date			

Form 25D-10A (8/01) Page 2 of 2



SUBCONTRACTOR LIST

Juneau As Needed Winter Maintenance Pathways & Sidewalk Clearing: IFQ25263013

Project Name and Number

The apparent low bidder shall complete this form and submit it so as to be received by the Contracting Officer prior to the close of business on the fifth working day after receipt of written notice from the Department.

Failure to submit this form and may result in the forfei			the due date will resu	alt in the bidder being declared nonresponsive
Scope of work must be clopercent of work to be done		f an item of work	is to be performed b	y more than one firm, indicate the portion or
Check as applicable:			ve-referenced project f the contract amount	will be accomplished without subcontracts
	[] Subc	contractor List is as	s follows:	
LIST FIRST TIER SUBCO	ONTRACTORS (ONLY		
FIRM NAMI ADDRESS PHONE NO	,	CONTR	S LICENSE NO., RACTOR'S RATION NO.	SCOPE OF WORK TO BE PERFORMED
be valid for all subcor	eral-aid funding ntractors prior by by certify the list	g, I hereby certify to award of the su ted Alaska Busing	ıbcontract. For proj	ON REVERSE enses and Contractor registrations will ects without federal-aid funding (State cractor's registrations were valid at the
Signature of Authorized Con	npany Representa	ative	Title	
Company Name			Company Address (Street or PO Box, City, State, Zip)
Date			Phone Number	

Form 25D-5 (10/12) Page 1 of 2

FIRM NAME, ADDRESS, PHONE NO.	AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.	SCOPE OF WORK TO BE PERFORMED

Form 25D-5 (10/12) Page 2 of 2

SOUTHCOAST REGION MAINTENANCE & OPERATIONS Juneau As Needed Winter Maintenance Pathways & Sidewalk Clearing: IFQ25263013

(I) SCOPE OF WORK

This Invitation For Quotes (IFQ) aims to result in a single contract for as needed Winter Maintenance of Pathways & Sidewalks in Juneau, Alaska for the Department of Transportation and Public Facilities, Southcoast Region.

Services will be provided in accordance with the specifications contained in this IFQ. The period of performance will be the winter plowing season from contract award through April 15, 2026 with no options to renew. If services are required outside of this date range, the project manager may extend the Contract with agreement of both parties.

Worksite Location:

See Attachment for Services Areas, with Priority Rankings.

Deliverables:

The contractor shall be available to provide on-call Sidewalk & Pathway snow clearing services under the contract 7 days per week including all holidays. Contactor shall mobilize within 1 hour after being contacted.

- The contractor shall commence snow control operations upon the direction of the M&O Foreman or designee. At the direction of the M&O Foreman depending upon the severity and duration of a storm, multiple cycles may be needed to meet the required performance targets. If the contractor believes multiple cycles will be needed to address a single storm the contractor shall notify the M&O Foreman and discuss a response plan.
- Contractor should expect and be available for call out at 6 AM anytime more than 2" have fallen. Contractor shall wait for a response from DOT&PF Maintenance trucks to have cleared an area to avoid berms over the contractor's work.
- The contractor shall notify the M&O Foreman within 2-hours via text message or e-mail when clearing services are complete in the area.
- The contractor shall clear/plow all pathways and sidewalks as detailed in Attachment 1, with performance targets including response times and service delivery requirements.
- The contractor shall clear and maintain the Path/Sidewalk to the edge of the pathways/sidewalks.

- The contractor shall clear/plow around all pedestrian buttons at crosswalks.
- The contractor shall clear/plow around all center island refuges at intersections and pedestrian crossings.
- Driveways, bus stops, mailboxes, signage, lighting, fences, guardrail, and other features shall not be adversely impacted as a result of routine clearing services. Damaged incurred as a result of contractor clearing operations to State or privately owned facilities shall be repaired by the Contractor at their expense.
- The contractor shall apply brine in accordance with state maintenance practices, as directed by the M&O Foreman regarding the timing and location of application. (Tote, distribution system and brine State supplied)

Required Contractor Equipment:

The contractor must, at a minimum, have the following equipment available for use under this contract.

- At minimum, one pickup plow Truck with warning beacons visible from 360 degrees. At least one truck should be capable of carrying a 250-gallon tote for salt brine distribution (Tote, distribution system and brine State supplied)
- One Each, Walk Behind snowblower, minimum 30 inch.
- One Each, Skid Steer Loader, with bucket, snow blower, and/or snow plow. Must be of sufficient size to adequately perform sidewalk plowing operations, or State approved equivalent.
- Equipment to perform required hand work (shovels, etc.).
- All vehicles and equipment must be clearly identified with the name of the company and phone number of the local office on each side of the equipment. The letters for the company name shall be at least three inches high and have proportionate width.

B. Contract Terms and Conditions:

The Contractor shall provide the services required under the terms of this maintenance contract from Contract Signing through 4/15/2026.

The Contractor shall ensure a valid Alaska Business License with the appropriate Line of Business and business activity code is in effect at all times during the terms and any renewed periods of this maintenance contract for himself and any subcontractors.

If the contractor has not previously established a vendor number with the State of Alaska, the Contractor shall complete the Request for Taxpayer ID# and Information; Substitute Form W-9 currently located at http://doa.alaska.gov/dof/forms/resource/sub_form_w9.pdf and fax the

completed form to 907-269-0831 before payment can be processed. Delay in submitting the form will delay payment until the form has been completed.

Direct Deposit: If the contractor has not previously established direct deposit for payments with the State of Alaska, the contractor's shall complete the Electronic Payment Agreement, currently located at http://doa.alaska.gov/dof/forms/resource/EDI_agreement.pdf and either mail or fax the completed form to the address or fax number as indicated.

(II) CONTRACTOR AND EMPLOYEE QUALIFICATION:

The Contractor, subcontractors, and all employees shall be capable and experienced in the operation of the specified equipment. The Department reserves the right to require the removal of any worker from the work area whom it deems incompetent, insubordinate, or otherwise objectionable.

Working Hours

- 1. **Regular business hours:** For the purposes of this contract, regular business hours are considered from 6:00 am to 8:00 pm Monday through Sunday, including holidays. The contractor will not begin any regular business hour work until notified by the foreman. Any and all work that extends beyond regular business hours must be approved by the foreman in advance.
- 2. **Non-Business Hours:** The Contractor will not begin any non-business hour work until approved by the foreman.

Response Time

For scheduled services provided during regular and non-business hours (items 1 and 2 above):

Projects will be scheduled on an as-needed basis. When services are required, the DOT&PF foreman will notify the contractor and they shall mobilize within 1 hour after being contacted.

Labor

The Contractor will be required to furnish all labor and equipment needed to complete each job under this contract.

Equipment

- 1. The Contractor must supply all necessary equipment to perform the maintenance. Please provide a list of the equipment that may be used during the performance of the intended contract.
- 2. The Contractor shall maintain all proper licensing and certifications for all equipment used under this contract.

METHOD OF AWARD: Award will be made to the lowest responsive and responsible bidders allowing any adjustment(s) for applicable bidder preference. The work required under the intended contract shall be on an as As Needed Basis. The state does not guarantee any minimum or maximum purchase, level of work, or number of hours. Awards will be contingent upon receipt of proof of all required licenses and insurances.

ASSIGNMENT: The Contractor shall not assign any work without the prior written approval of the Procurement Officer of Record.

SUBCONTRACTORS: The Contractor shall not subcontract any work.

HOURLY RATES: When invoicing, the Hourly rates offered are to be billed in quarter hour increments. Hourly rates must include all incidental costs such as, but not limited to, estimates, office support, insurance, contractor overhead, contractor profit, and basic tools.

CODES AND STANDARDS: All services provided shall comply with the latest editions of codes, laws and ordinances of Federal, State and local governing bodies and authorities having jurisdiction. In case of differences between State and Federal laws, local ordinances, utility companies' regulations and the Contract Documents, the most stringent shall govern.

(III) CONTRACTOR RESPONSIBILITIES:

Work Outline: The Contractor shall be responsible for the services described below unless the Department representative modifies the scope of work through written direction.

<u>Other Employment:</u> The Contractor, if an individual, shall perform this work as an independent Contractor. If the independent Contractor has other employment, they shall submit in writing that this other employment shall not interfere and/or distract from performing work on this contract.

Taxes: The Contractor shall pay any federal, state, or local taxes incurred by it during performance of this contract.

Assignment of Contract Responsibilities: The Contractor shall not subcontract this contract without the prior approval of the Department Representative. The Contractor shall be responsible for all aspects of this contract.

Other Equipment Used or Leased by Contractor: Unless authorized in advance by the Department, if the Contractor leases any equipment from third parties for the performance of this contract, the Contractor will be solely responsible for reimbursement of any expense or liability associated with the rental agreement.

Work performed by the Contractor Beyond Scope of Contract: Any additional services performed by the Contractor, which require additional compensation, must be approved in writing by the Department, and signed by the Department representative prior to commencement of any work.

State Assets: It shall be the Contractor's responsibility to protect all State assets.

(IV) DEPARTMENT RESPONSIBILITIES:

<u>Department Representative:</u> The Department will assign a representative who will be available, during reasonable time periods, in order to provide coordination and direction to the Contractor concerning matters related to the terms and conditions of this contract.

State Provided Materials: Except as noted in Section (I) Scope of Work, the Department will NOT provide any parts, materials, equipment, labor or items needed for the Contractor's use when performing work under the terms of this contract.

(V) INDEMNIFICATION (loss, damage, and insurance)

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.

(VI) INSURANCE REQUIREMENTS

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.

- **2.1 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.
- **2.2 Commercial General Liability Insurance:** The State of Alaska, Department of Transportation and Public Facilities shall provide a policy that will <u>protect the state against tort claims for negligent acts of the Contractor</u>. This policy will only cover duties and services performed under this contract. The policy is only provided to those Contractors who are unable to secure a policy in the commercial market. For those Contractors who can obtain a policy in the performance of services under this agreement, please provide with minimum coverage limits of \$300,000 combined single limit per claim.
- **2.3 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.

The Department of Transportation and Public Facilities shall be named as an additional insured for all automobile liability coverages. All of the above insurance coverages shall be considered to be primary and non-contributory to any other insurance carried by the State of Alaska, whether through self-insurance or otherwise.

In addition to providing the above coverage, the Contractor shall, in any contract or agreement with subcontractors performing work, require that all indemnities and waivers of subrogation it obtains, and that any stipulation to be named as an additional insured it obtains, also be extended to waive rights of subrogation against the State of Alaska and to add the State of Alaska as additional named indemnitee and as additional insured.

Evidence of Contractor's ability to obtain insurance shall be furnished to the Department prior to award. Evidence of Insurance shall be furnished to the Department prior to issuance of a Notice to Proceed. Such evidence, executed by the carrier's representative and issued to the Department, shall consist of a certificate of insurance or the policy declaration page with required endorsements attached thereto which denote the type, amount, class of operations covered, effective (and retroactive) dates, and dates of expiration. Acceptance by the Department of deficient evidence does not constitute a waiver of contract requirements.

When a certificate of insurance is furnished, it shall contain the following statement:

"This is to certify that the policies described herein comply with all aspects of the insurance requirements for Juneau As Needed Winter Maintenance Pathways & Sidewalk Clearing: IFQ25263013".

(VII) TERMINATION

- A The Department may terminate the contract by giving seven (7) days notice to the Contractor if:
- (1) The Contractor fails to comply with the terms of this contract. In this event, the Contractor shall forfeit the performance bond, if required.
- (2) The Contractor fails to begin work under this contract within the time specified in the contract documents.
- (3) The Contractor performs this work in an unsuitable manner or discontinues the prosecution of said work as defined in this contract.
- (4) The Contractor performs this work in an unsafe manner placing any parties involved in this contract at risk.
- (5) The Contractor makes an assignment for the benefit of creditors without the consent of the Contracting Officer.
- (6) The Contractor utilizes any State furnished equipment, materials, facilities and etc for any reason other than for the sole purposes of performing this contract in accordance with the contract work areas identified in paragraph (I)A above.

- B The Department may terminate this contract by providing seven (7) days notice, at any given time, if funding for the contract, as allocated by the Alaska Legislature, is insufficient for continuation of the contract. This contract is contingent upon funding of the Department's Operating Budget.
- C The Contractor may terminate the contract by giving thirty (30) days written notice to the Department representative, with no penalty or forfeiture of performance bond, if one is required.
- **D** The Department may terminate the contract in whole or in part for the convenience of the State.
- If there is any damage, waste, theft and etc. by the contractor or knowingly allows such activities, the contract may be immediately terminated by the Department. Examples are, but not limited to, damage beyond normal wear and tear to any structure or infrastructure, unauthorized consumption/use of any utility such as electricity or fuel, any type of damage of navigational aids and lights, and etc.

(VIII) PAYMENTS

- A If a Contractor uses a subcontractor or employee to perform the work or a portion of the work required under this contract, the subcontractor or employee must receive payment from the Contractor at least monthly. In the event the Contractor fails to pay the subcontractor or employee within seven days following receipt of the quarterly payment from the Department, the Department reserves the right to withhold any payment from the Contractor until such time the subcontractor or employee is paid.
- **B** The Department reserves the right to withhold payment for contractual services of the Contractor and/or all subcontractors or employees who fail to attend all required training.
- Payments to the Contractor by the Department for services provided under the terms of this contract will be based on monthly invoices submitted by the Contractor to the Department representative. The invoice be due no later than the fifth (5) calendar day of each month following the close of the previous month.
- D The Department reserves the right to withhold payment of contractual services from the Contractor and/or all subcontractors or employees who perform any unauthorized alterations to State property or equipment in order to pay for repairs to reinstate to the original condition.

Contract prices for service will remain firm.