FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

520 Fifth Ave. Fairbanks, AK 99701 (907) 452-2000 (907) 451-4465 [fax]

AMENDMENT NO. (2)

SOLID WASTE DISPOSAL - DISTRICT WIDE

AMENDMENT ISSUE DATE: 03/05/25

IFB OPENING DATE & TIME 03/12/2025 at 4:30pm.

The following changes/additions to the above cited solicitation are announced:

The opening date and time remains at .

SECTION I - INSTRUCTIONS TO BIDDERS

No changes.

SECTION II - CONDITIONS OF PURCHASE

No changes.

EXHIBIT "A" – Statement of Work IFB# 26-S0001

No changes.

EXHIBIT "B" – General Provisions – Service Contracts

No changes.

EXHIBIT "C" – Bid Schedule and Offer

968-71-04-RFPMSOLID WASTE REMOVAL, 4 CU YD CTNR, MONTHLY RENTAL FEE MO 24

968-71-08-PPPU SOLID WASTE REMOVAL, 8 CU YD CTNR, PRICE PER PICK UP EA 189

968-71-08-RFPM SOLID WASTE REMOVAL, 8 CU YD CTNR, MONTHLY RENTAL FEE MO 60

968-71-10-RFPMSOLID WASTE REMOVAL, 10 CU YD CTNR, MONTHLY RENTAL FEE MO 372

Removed

968-71-15-PPPU SOLID WASTE REMOVAL, 15 CU YD ROLL-ON CTNR @ HUTCHISON, PRICE PER PICK UP EA 10

EXHIBIT "D" – Schedule of Services

Midnight Sun Elem (1) 10 yd, WED, FRI

Hutchison (3) 8 yd

Removed

Hutchison ~~+ (1) Compound on call~~

Offer and Amendment Acknowledgement

No changes.

This amendment must be acknowledged in the space provided below and returned to the appropriate buyer prior to solicitation opening. Fax transmissions are acceptable. Failure to acknowledge receipt of this amendment may be cause to reject your offer.

All other terms, conditions, and specifications of the original solicitation as amended by previous amendments remain unchanged.

Sincerely,

Bonnie Jo Largen

Purchasing Agent

****

ACKNOWLEDGMENT

_____ _____

Signature Company Name

FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

520 Fifth Ave. Fairbanks, AK 99701 (907) 452-2000 (907) 451-4465 [fax]

INVITATION FOR BIDS
Non-Personal Service Contract

Solicitation No: IFB# 26-S0001

Greetings:

You are invited to submit your bids for:

SOLID WASTE DISPOSAL - DISTRICT WIDE

Bids must be received at the School District Purchasing Office prior to: 03/12/2025, 4:30pm where they will be opened in public and read aloud.

A pre-bid conference will be held at FNSBSD Administrative Service Center, Third Floor, Room 322 at 1:30 PM on March 3rd, 2025

Method of Award: Aggregate

This solicitation consists of the following documents:

SECTION I - INSTRUCTIONS TO BIDDERS 1

SECTION II – SERVICE CONTRACT 8

EXHIBIT "A" – STATEMENT OF WORK IFB# 26-S0001 11

EXHIBIT "B" – GENERAL PROVISIONS – SERVICE CONTRACTS 16

EXHIBIT "C" – BID SCHEDULE AND OFFER 27

EXHIBIT "D" - SCHEDULE OF SERVICES 30

OFFER AND AMENDMENT ACKNOWLEDGEMENT 30

FAX 'D BIDS ARE NOT ACCEPTABLE. Bids shall be submitted on the BID SCHEDULE AND OFFER provided in EXHIBIT C. The BID SCHEDULE AND OFFER will be completed in accordance with the instructions provided herein and signed by an officer authorized to bind the company.

Sincerely,

Bonnie Jo Largen, Purchasing Agent

SECTION I - INSTRUCTIONS TO BIDDERS

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1. **AUTHORITY**

   This solicitation is issued pursuant to current Fairbanks North Star Borough School District and Administrative Regulation

2. **PURPOSE**

   These instructions outline the procedures to be followed in submission of a bid or quotation, the evaluation of bids and quotations, and the award of a contract. The terms "solicitation", "request for quotation" (RFQ), and "invitation for bids" (IFB) are used interchangeably and have the same meaning in these instructions. The terms "offer", "bid", and "quotation" all refer to a vendor's offer to sell at the prices specified on the bid schedule and are used interchangeably.

3. **SOLICITATION REVIEW**

   Offerors shall carefully review this solicitation for ambiguities. Offeror's comments concerning ambiguities in this solicitation must be made in writing and received by the Buyer at least four (4) working days before the due date. Such comments will allow time for an amendment to be issued, if one is required. Offerors

should send any such comments to the Buyer listed on the front of this solicitation. Offeror's protests based upon any omissions, errors, or the content of this solicitation will be disallowed if not made known prior to the solicitation opening.

4. **INTERPRETATION OR REPRESENTATIONS**

The FNSB School District assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated in a written amendment to this solicitation. No oral interpretation will be made to any Offeror as to the meaning of this solicitation or any part thereof. Every request for such interpretation shall be made in writing to the Buyer. Oral explanations or instructions given before the award of the contract will not be binding. Every interpretation made to an offeror will be in the form of an amendment to this solicitation, but it shall be the offeror's responsibility to make inquiry as to the amendments issued. All amendments shall become part of the contract and all offerors shall acknowledge receipt of the amendments. Failure to acknowledge receipt of the amendment may be cause for rejection of bids as non-responsive.

5. **BID FORMS**

Offerors shall submit bids by completion of the Seller's portion of the contract attached as Section II. Specifically, Offerors shall enter the business name, address, phone and FAX numbers, Alaska business license number in the basic contract header section, complete and sign the signature section of the basic contract, and enter the bid price and signature in Exhibit "C" (Pricing and Bid Schedule and Offer) of the basic contract. The contract submitted must be complete, legible, and manually signed. The School District will execute its portion of the contract (bid) submitted and forward to the successful offerors with a School District Purchase Order as notice to proceed. The enclosed "Amendment Acknowledgment" form will be used to acknowledge receipt of any addenda and submitted with the bid. Unless otherwise authorized herein, emailed or "FAX" bids will not be accepted.

6. **PRE-BID CONFERENCE**

Pre-bid conferences are held to give offerors an opportunity to address deficiencies, defective specifications, and other concerns contained in the bid document. The purpose is to identify and resolve issues that have the potential of generating an award protest based on defective or ambiguous specifications. Unless defective specifications are brought to the FNSB School District's attention at the pre-bid conference, or as stated in the "Solicitation Review" clause, above, protests or appeals of award based on alleged defective specifications will not be favorably considered.

7. **SUBMITTING BIDS**

a. Bids must be submitted in a sealed envelope, marked and addressed as shown below. Envelopes with bid numbers written on the outside will not be opened until the scheduled date and time. Bids must be received prior to the opening date and time.

| Bidder's Return Address
XXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXX

FNSB School District
Purchasing Department
520 Fifth Ave, 3rd. Floor, Suite C
Fairbanks, Alaska 99701

Bid No: (insert the bid number on your envelope)
| Opening Date: (insert the opening date on your envelope)

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b. Neither the Fairbanks North Star Borough School District nor its officers or employees shall be responsible for the premature opening or failure to open a bid that is not properly addressed and identified.

c. The FNSB School District Purchasing Department is located at 520 Fifth Ave, Fairbanks, Alaska, 99701; and is open for business from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m., Monday through Friday. Acceptance of Special Delivery mail is not available Saturday, Sunday or holidays. The ultimate responsibility for the delivery of the bid document lies with the bidder. The FNSB School District shall make no concession regarding postal service or any other form of conveyance of the bid document even when timely delivery of the bid fails through no fault of the bidder.

d. Bidders are encouraged to mail return bids at least five (5) working days prior to bid opening. Bids mailed less than five (5) working days before opening should be sent via Postal Express, DHL Courier Express, or similar service.

e. This is a suggestion only to minimize late bids received and does not negate the aforementioned disposition of late bids.

8. **RECEIPT AND OPENING OF BIDS**

a. Bids received prior to the advertised hour of opening will be kept securely sealed. The School District representative whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered.

b. No responsibility will attach to the School District or its representative for the premature opening of, or the failure to open, a bid not properly addressed and identified in accordance with paragraph 7 (above).

c. At the time and place fixed for the opening of bids, the School District's representative will cause the bids to be opened and publicly read aloud. Bidders and other persons properly interested may be present, in person or in representative.

9. **LATE BIDS**

Bids received after the exact date and time specified for opening shall not be considered, and shall be held unopened by the FNSB School District until after the award of the contract. The FNSB School District reserves the right, at its discretion, to consider bids which have been delayed or mishandled by the FNSB School District.

10. **PRICES**

a. The offeror shall state prices in the units of purchase specified on the BID SCHEDULE AND OFFER form. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized, or the services can be provided without further cost.

b. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the FNSB School District, the offeror may list such taxes separately, directly below the unit price for the affected item.

c. The School District shall receive the benefit of any general reduction in Seller's price prior to delivery and in no event shall the School District be charged higher prices than the Seller's similar customers who take delivery in substantially the same amounts and substantially similar circumstances.

11. **ALTERNATE BIDS**

Alternate bids will not be considered unless specifically requested.

12. **WITHDRAWAL, MODIFICATION, OR CORRECTION**

Bids may be modified, corrected, or withdrawn on written, FAX or emailed request if received prior to the time set for bid opening. Bids may not be modified, corrected or withdrawn verbally. The offeror bears the same responsibility for delivery of bid modifications, corrections or withdrawals as for the original document. All modifications, corrections, or requests for withdrawals must be clearly marked as such. The

original bid, as modified by such written communication will be considered as the offer. No offeror will be permitted to withdraw his bid after the time set for opening bids.

13. **VENDOR TAX ID NUMBER**

If goods or services procured through this solicitation must be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the FNSB School District before payment will be made.

14. **ACCEPTANCE OR REJECTION OF BIDS**

a. The FNSB School District may cancel the solicitation if such cancellation is in the best interest of the FNSB School District.

b. A bid may be rejected when (1) the bid is not signed, (2) the offeror has failed to perform under some other contract with the FNSB School District, (3) the offeror fails to supply bid or performance bonds, plans, specifications, samples, descriptive literature, etc., when such item is called for in this solicitation, (4) the bid fails to include acknowledgment of all amendments issued, (5) the bid contains an alteration or erasure which is not initialed by the signer, (6) the offeror changes or qualifies a material term or condition of the solicitation.

c. The FNSB School District has the authority to waive any and all minor deviations or irregularities on any or all bids.

d. The School District reserves the right to reject all offers and procure the specified supplies or services from contracts let by other government agencies.

15. **AWARD OF CONTRACT**

a. The resulting contract will be awarded to the responsible offeror submitting the low, responsive bid complying with the requirements of this invitation, provided his bid is reasonable and it is in the best interest of the FNSB School District to accept it. The FNSB School District, however, reserves the right to reject any and all bids and to waive any minor informality or irregularity in bids received whenever such rejection or waiver is in the FNSB School District's best interest.

b. The FNSB School District reserves the right to reject the bid of an offeror who has previously failed to perform properly or complete on time contracts of a similar nature; to reject the bid of an offeror who is not, in the opinion of the FNSB School District, in a position or qualified to perform the contract; and any or all bids when such rejection is in the best interest of the FNSB School District.

c. The School District reserves the right to reject any or all bids, to waive deviations from the specifications and to waive informalities in the bids received whenever such rejection or waiver is considered to be in the best interest of the School District.

d. The School District reserves the right to accept or reject any or all items of any bid, where such acceptance or rejection is appropriate and does not affect the basic bid.

e. Public notice of award will be made through posting a tabulation of bids/quotations to the School district "Bid Board" located outside the Purchasing Dept. in the Administrative Center.

16. **CONTRACT FUNDING**

Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the School Board, the School District reserves the right to cancel multi-year term or requirements at no penalty.

17. **QUALIFICATIONS OF OFFERORS**

At the option of the FNSB School District, and prior to Contract Award, an offeror may be requested to submit a detailed statement of his qualifications, including his previous experience in performing similar or comparable contracts, his business and technical organization, his financial resources and his equipment

and plant available to be used in performing the contemplated contract. The FNSB School District shall have the right to take such steps as it deems necessary to determine the ability of the offeror to perform his obligations under the Contract and the offeror shall furnish the FNSB School District all such information and data for this purpose as may be requested. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the FNSB School District the offeror is qualified to carry out properly the terms of the Contract.

18. **RESPONSIVE BID**

A responsive bid is one that conforms in all material respects to the solicitation. The FNSB School District reserves the right to waive technicalities or minor informalities in determining an offeror's responsiveness.

19. **RESPONSIBLE OFFEROR**

A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

20. **AGGRIEVED OFFERORS**

The administration shall post its Notice of Intent to Award by 12:00 noon, on Wednesday preceding the scheduled Tuesday School Board meeting for those contracts requiring School Board approval. Any aggrieved offerors may appeal the award of a contract to the School Board in writing, for those contracts requiring School Board action. The appeal must be received by the Director of Procurement prior to 12:00 noon on the day of the School Board meeting at which award of the contract is to be made. Appeals of contract awards not requiring School Board action must be submitted not later than close of business five (5) calendar days after the posting the bid results at the Purchasing Office. The appeal must include the name of the person submitting the protest, the name of the offeror represented by that person, the specific bid which is being appealed, a detailed explanation of the reasons for the appeal and the form of relief requested. The aggrieved offeror must serve all other offerors with the notice of the appeal in order to afford them the opportunity to rebut. Failure to given written notice of the appeal provided herein constitutes a waiver by the aggrieved offeror's right of any objection to the award. (FNSB School District 442.21 - 442.24; Administrative Regulation 440.12.6.C)

21. **ACCEPTANCE PERIOD**

To provide time for evaluation of offers received and approval of proposed awards, all bids submitted shall remain valid for a period of 60 days.

Any extension of this 60 days acceptance period shall be requested by the District in writing.

22. **BID PREPARATION COSTS**

The FNSB School District is not liable for any costs incurred by the offeror in bid preparation.

23. **ITEM SPECIFICATIONS**

The attached specifications/Statement of Work may indicate specific products to be used in this project. These products reflect items that have been purchased/installed in the past, are of known quality, and are acceptable to the School District. If the products specified are cited in the specifications/Statement of Work as “or equal” or “approved equal”, bidders may offer other than that specified if the item offered is equal to that specified in general style, type, quality, workmanship, economy of operation, performance, characteristics, and suitability for the purpose intended. If so, offerors must identify the brand name offered, provide descriptive literature, and be prepared to provide samples if called for during the evaluation. Descriptive literature provided must be of sufficient scope so as to allow the District’s representative to make an intelligent determination as to the suitability of the product offered to the District’s needs. The District retains the sole right to determine if a product offered is, in fact, equal to that specified in this invitation for bids. If there is any doubt as to the suitability of a product offered on an “or equal” basis, the product will be rejected in favor of an offer which provides the specified product. The offeror warrants the alternative product to be equal or better than the specified item in quality, workmanship, economy of operation, performance, and characteristics; and is suitable for the purpose

intended. If the item specifications indicates “no substitute”, offers that include only the specified item will be considered.

24. **NON-DISCRIMINATION**

Offerors agree that if awarded a contract under this invitation they shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all amendments thereto, the Equal Employment Opportunity Act and all amendments thereto, the Fairbanks North Star Borough School, article 441, and all regulations issued thereunder by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

25. **CONDITIONS AT SITE OF WORK**

Offerors must visit the premises to ascertain pertinent conditions (readily determined by inspection and inquiry), such as the area, location, accessibility and general character of the premises. Execution of the Contract by the Offeror shall in no way relieve him of any obligation under it due to his failure to receive or examine any form of legal instrument or to visit the premises and acquaint himself with the conditions there existing and the School District will be justified in rejecting any claim based on the facts regarding which he should have been on notice as a result thereof.

SECTION II – SERVICE CONTRACT

IFB# 26-S0001

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Exhibit "B" – General Provisions – Service Contracts
Exhibit "C" – Bid Schedule and Offer

BETWEEN Fairbanks North Star Borough School District
A Political Subdivision of the State of Alaska
Having a place of business at
520 Fifth Ave
Fairbanks, AK 99701
Hereinafter referred to as "Buyer"

AND _____

a _____ Corporation having a place of business at
(State)

_____

_____

_____
(Phone)

_____
(FAX)

_____
(Alaska Business License Number)

hereinafter referred to as "Seller"

WITNESSETH THAT:

IN CONSIDERATION OF the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

1 **SUPERSEDING EFFECT**

This contract supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed under this Contract.

2 **SCOPE OF WORK**

The Seller shall furnish all the services and materials necessary to perform the work associated with Solid Waste Disposal - District Wide, as set forth in Exhibit "A" entitled "Statement of Work IFB# 26-S0001, hereinafter referred to as the "SOW."

3 **PERIOD OF PERFORMANCE**

a Work to be accomplished under this Contract shall be performed during the period of 1 July 2025 to 30 June 2030 with five (5) 1yr optional renewal years.

b Specific periods of performance, if any, and completion dates for each Contract line item are set forth in the SOW.

4 **CONSIDERATION AND PAYMENT**

Payment will be made in accordance with Exhibit "C".

5 **INSPECTION AND ACCEPTANCE**

All work performed under this Contract shall be inspected and accepted in accordance with the provisions of the SOW.

6 **DOCUMENT INCORPORATED BY REFERENCE**

The following documents are hereby incorporated by reference:

a Exhibit "A" entitled "Statement of Work No. IFB# 26-S0001

b Exhibit "B" entitled "General Provisions – Service Contracts"

c Exhibit "C" entitled "Bid Schedule and Offer"

d Exhibit "D" entitled "Schedule of Services"

7 **ORDER OF PRECEDENCE**

The following order of precedence shall govern in the event of a conflict between documents of this Contract:

a Articles 1 through 8 hereof.

b Exhibit "A" entitled "Statement of Work No. IFB# 26-S0001

c Exhibit "B" entitled "General Provisions – Service Contracts"

d Exhibit "C" entitled "Bid Schedule and Offer"

e Exhibit "D" entitled "Schedule of Services"

8 **NOTICES AND CORRESPONDENCE**

All notices and correspondence shall be sent by either party to the other party, in all matters dealing with this Contract, to the following addresses:

CONDITIONS OF PURCHASE: GOODS (CONT)#

a To the Buyer: FNSB School District
520 Fifth Ave, 3rd. Floor, Suite C
Fairbanks, AK 99701

Attention: _____
Email: _____

b To the Seller: _____

_____

_____

Attention: _____
Email: _____

Or any other address provided prior written notice is given to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, which is effective as of _____

Attest: FNSB School District

Signature _____
Buyer

Date _____

Attest: _____
(Bidder's typed or printed name)

Signature _____
(Individual authorized to bind firm)

Title _____

Date _____
(Date Signed)

EXHIBIT “A” – Statement of Work IFB# 26-S0001

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1. SCOPE OF WORK

The Fairbanks North Star Borough School District (FNSBSD requires services from qualified contractors to deliver comprehensive refuse collection and hauling services across its district facilities. Contractors shall provide all labor, tools, equipment, and materials essential for ensuring efficient and lawful refuse management. This includes, but is not limited to, furnishing contractor-owned collection containers at designated sites, employing adequate personnel to perform routine and unscheduled services, maintaining containers in a safe and sanitary condition, and ensuring adherence to all relevant federal, state, borough, and municipal laws and regulations governing waste disposal.

2. BACKGROUND

FNSBSD serves approximately 12,000 students across 35 schools and additional administrative facilities, including the Central Office, Nutrition Services, and Maintenance Department. The district’s diverse facilities require tailored waste management solutions, reflecting variations in access, container placement, and waste generation. This IFB outlines refuse collection requirements detailed in the attached Schedule of Services. As the district does not own refuse containers (except for the compactor at the Nutrition Services Center), contractors are expected to supply all necessary containers and services as specified.

3. DESCRIPTION OF WORK

A. **Service Schedule**: Contractors shall adhere to the pickup frequencies specified in the Schedule of Services. Additional on-call pickups must be completed within 24 hours of request.

B. **Pickup Hours**: Routine pickups must occur between 7:00 a.m. and 4:00 p.m. on weekdays unless alternate arrangements are approved by the district.

C. **Site Maintenance**: Contractors must ensure that pickup sites are left clean and orderly. Any spills or debris caused during the service must be immediately addressed at no additional cost to the district.

D. **Container Cleaning**: Contractors must clean dumpsters upon district request, with costs itemized in the bid form.

E. **Winter Maintenance**: Contractors shall ensure containers remain operational during winter. If thawing offsite is required, a temporary replacement container must be provided without additional cost to the district.

F. **Legal Compliance**: Refuse transportation and disposal must comply with all applicable laws and regulations. Contractors bear full responsibility for ensuring legal compliance in all operations.

G. **Equipment Maintenance**: All vehicles and equipment must meet OSHA and DOT standards, be maintained in optimal condition, and remain free of excessive wear or leakage. The district reserves the right to inspect equipment at any time.

H. **Hazardous & Special Waste**

1. **Hazardous Waste:** The Contractor shall not handle, transport, or dispose of hazardous materials or special wastes (e.g., medical or infectious wastes, chemicals, etc.). If any such materials are identified, they must be reported immediately to the designated District contact.

2. **Additional Exclusions:** If schools generate special items such as **electronic waste** (e-waste), **bulky items** (furniture, appliances), or **sharps**, the District shall make separate arrangements, unless otherwise stated in the contract. The Contractor must not dispose of these materials in standard refuse containers. Any discovery of such materials shall be reported immediately to the District.

4. OTHER CONDITIONS

A. **Container Provision**: Contractors must provide appropriately sized containers for each designated site, as specified in the Schedule of Services.

B. **Service Frequency**: All services shall align with the Schedule of Services, including routine and unscheduled pickups.

C. **Spill Responsibility**: The contractor is accountable for addressing any spills or debris resulting from service operations.

D. **Emergency Services**: For urgent requests outside normal hours, contractors may apply additional charges only with prior district approval.

E. **Property Damage**: Contractors shall bear responsibility for restoring or replacing any district property damaged during service to the district's satisfaction.

F. **Non-Performance**: Examples of non-performance include:

1. Failure to meet scheduled pickups.
2. Poorly maintained containers.
3. Unclean service sites.
4. Non-compliant vehicles or equipment.
5. Failure to respond to on-call requests.
6. Allowing litter to escape containers.

Documented non-performance may result in penalties or contract termination.

G. **Communication**: Regular and effective communication with the district's contract administrator is required to resolve issues promptly.

H. **Alternative Landfills**: If the primary landfill is temporarily closed, the contractor must use an approved alternative without additional cost to the district.

I. Severe Weather or Emergency Delays

1. **Definition:** Severe weather may include heavy snow, freezing rain, extreme cold, or any conditions that render roads impassable or unsafe for the Contractor's vehicles.

2. **Notification Requirements:** If severe weather or similar emergencies prevent the Contractor from adhering to the scheduled pickup, the Contractor must notify the District's Contract Administrator **within 12 hours** of the delay. Notification should include the nature of the delay and the anticipated timeframe to resume service.

3. **Service Resumption**: The Contractor shall resume standard or on-call services as soon as reasonably possible once conditions allow. Failure to communicate a delay or provide service in a timely manner may be considered **non-performance**, subject to penalties outlined in Section 4.G. "Non-Performance."

5. DOCUMENTS REQUIRED

A. Bidders must submit the following documents with their bids:

1. Executed Section II - Service Contract pursuant to Section I -Instructions to Bidders.
2. Sample Invoice.
3. Amendment Acknowledgment(s), if any.
4. Non-collusion Certificate.
5. RCA Tariff or application for tariff if service is regulated.

B. The following documents must be submitted prior to award:

1. City of Fairbanks Refuse Collector's License.
2. Certificate of Insurance.

6. TIPPING FEE CHANGES

A. In the event the Fairbanks North Star Borough changes the tipping fee(s) during the life of this contract the Seller may pass on to the Buyer verifiable increases in its tipping costs. Conversely, the Seller shall pass on to the Buyer any decrease of like costs. The Seller shall advise the Buyer of tipping fee changes as they occur. The Seller shall be prepared to provide the Buyer complete cost data to support price changes. The Buyer reserves the right to terminate this contract, in whole or in part, if the Seller increases prices. The Buyer reserves the right, at its option, to audit the Seller's financial records as they pertain to administration of this clause.

B. In the event that regulatory tipping fees are adjusted by the Fairbanks North Star Borough, the Seller may pass on verifiable increases in costs to the Buyer. Conversely, any decreases in tipping fees should be reflected in cost reductions. The Seller shall notify the Buyer in writing of any fee adjustments, including supporting cost data, via email or formal written letter within 10 business days of the fee change.

7. BUYER'S CONTRACT ADMINISTRATOR

Jahanara Carreon, Executive Director of Facilities Management
jahanara.carreon@k12northstar.org
Phone: 907-452-4461 x15227

8. ADDITIONAL REQUIREMENTS

A. **On-Call Services**: On-call services must be fulfilled within 24 hours of request.

B. **Documentation**: Contractors must provide photographic evidence for any overages or discrepancies associated with invoicing.

C. **Service Adjustments**: The district reserves the right to adjust service locations, pickup frequencies, or container specifications as needed, with changes documented in writing.

D. **Reduced Service Periods**: During periods of reduced waste generation (e.g., summer, holiday breaks), pickups will transition to a call-out basis. Contractors will be notified in advance of such adjustments.

EXHIBIT “B” – General Provisions – Service Contracts

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FNSB School District is hereinafter referred to as "Buyer".

The following conditions apply to any Purchase Order issued by the Buyer as a result of this solicitation.

1. **APPLICABLE LAW AND DISPUTES**

   Any dispute with respect to this Order shall be governed by the laws of Alaska and FNSB School Board Policies. Any appeal of an administrative order and any original action to enforce any provision of this

agreement or to obtain any relief from remedy in connection with this agreement may be brought only in the Superior Court for the Fourth Judicial District of Alaska.

2. **ASSIGNMENT AND SUBCONTRACTING**

This Order or any interest hereunder shall not be assigned or transferred by the Seller without the prior written consent of the Buyer. The Buyer shall not consent to any proposed assignment unless and until the Seller furnishes the Buyer with two (2) executed copies of the assignment. The Seller shall not subcontract any of the work required by this Contract, without the prior written approval of the Buyer.

3. **AUDIT OF RECORDS**

Seller shall keep adequate records of direct labor costs and all other costs of the performance of this Contract, which shall be subject to audit by a certified public accounting firm designated by the Buyer in the event of termination for convenience or with respect to any work for which the price or any part thereof is based on time and cost of materials.

4. **BUYER FURNISHED PROPERTY**

a. Furnished Property

The Buyer shall deliver to the Seller for incorporation into the work to be performed, the property described in the SOW as Buyer furnished property, hereinafter referred to as "property." All property shall be identified as property of the Buyer. The property shall be used exclusively on the work required by this Contract. The Seller shall establish procedures for the inventorying, storage, maintenance, and inspection of the property. Records of such shall be made available to the Buyer upon request.

b. Delivery

The performance schedule of this Contract is based upon the premise that property suitable for use will be delivered to the Seller at the times stated in the SOW or, if not so stated, in sufficient time to enable the Seller to meet the performance schedule. If the property is not delivered to the Seller by such time or times, the Buyer shall, upon timely written request made by the Seller, make a determination of the extent of the delay, if any, incurred by the Seller thereby, and shall equitably adjust the performance schedule or the Contract price, or both, and any other contractual provision affected by such delay, in accordance with the "Changes" clause. If the property is received by the Seller in a condition which makes it not suitable for its intended use, the Seller shall, upon receipt thereof, notify the Buyer of such fact. Upon such notice, the Buyer shall advise the Seller of the disposition to be made of the property and issue a change order, with respect to such property, under the "Changes" clause.

c. Risk of Loss

The Seller assumes the risk of, and shall be responsible for, any loss or damage to property furnished under this clause upon its delivery to the Seller. Seller shall maintain adequate insurance to cover this risk.

d. Access

The Buyer, and any persons designated by the Buyer, shall at all reasonable times have access to the premises where the property is located for the purpose of inspecting the property.

e. Changes in Property

1. By notice in writing, the Buyer may:

a. Increase, decrease, or withdraw the property provided or to be provided by the Buyer under this clause, or

b. Substitute other property for property to be provided by the Buyer. The Seller shall promptly take such action as the Buyer may direct with respect to the removal and shipping of property delivered and later withdrawn by such notice.

2. Upon any increase, decrease, withdrawal or substitution of property, the Buyer, upon the written request of the Seller or on the Buyer's own accord, shall equitably adjust such contractual provisions as may be affected by the increase, decrease, withdrawal or substitution in accordance with the "Changes" clause.

f. Title

Title to all property shall remain in the Buyer.

5. **BUYER'S INSPECTORS**

The work shall be subject to inspection by the Buyer's appointed inspectors to insure strict compliance with the terms of the Contract. The inspectors are not authorized to change any provision of the specifications or any other part of this Contract without written authorization of the Buyer, nor shall the presence or absence of an inspector relieve the Seller from any requirements of the Contract.

6. **BUYER'S RIGHT TO USE INFORMATION DISCLOSED BY SELLER**

Unless otherwise expressly set forth to the contrary in this Contract, the Buyer shall have the right to use and have used, for any purpose, unpatented information concerning the services performed by the Seller hereunder which Seller may disclose to the Buyer during performance of this Contract if such information is furnished without restrictions on its use.

7. **CALENDAR DATES**

All periods of days referred to in this Contract shall be measured in calendar days.

8. **CHANGES**

The Buyer may, at any time, and from time to time by written order from the Buyer's Purchasing Department to the Seller, make changes in any one or more of the following:

(a) the closure, consolidation, or reopening of schools that impact service locations;

(b) adjustments to service schedules or locations

(c) the quantity or frequency of services required.

If such change causes an increase or decrease in the price of the Order or the time required to perform, an equitable adjustment may be made and the Order modified in writing accordingly. Any claim by the Seller hereunder must be asserted in writing within fifteen (15) days from the date the change is ordered. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the Buyer, except when confirmed in writing by a member of the Buyer's Purchasing Department.

9. **CLAUSE HEADINGS**

The headings and subheadings of clauses contained herein are used for convenience and ease of reference and shall not limit the scope or intent of the clause.

10. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

FNSBSD will comply with the Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards, [2 CFR 200.318/2 CFR 200.319/7 CFR 3016.36].

The Seller shall comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations thereunder, including the applicable provisions of the Fair Labor Standards Act of 1938 as amended (29 U.S.C. Sec. 201-219) and the Occupational Safety and Health Act of 1970 and all regulations and standards and any amendments issued pursuant thereto. The Seller warrants that the items delivered shall comply with the foregoing.

11. **CONFIDENTIAL RELATIONSHIP**

The Seller shall treat as confidential all information supplied by Buyer or obtained by the Seller as a result of performance under this Contract unless such is in the public domain. The Seller shall not disclose any information related to this Contract to any person not authorized by Buyer in writing to receive it.

12. **CONTINUITY OF SERVICES**

a. The Seller recognizes that: (1) the services provided under this Contract are vital to the Buyer's operations, (2) continuity thereof must be maintained at a consistently high level without interruption, (3) upon expiration of this Contract or termination of this Contract for convenience or default, a successor either the Buyer or another seller may continue the services performed hereunder, (4) the successor will require phase-in training and assistance, (5) the seller's cooperation is required in order to effect an orderly and efficient transition to a successor.

b. Therefore, the Seller shall, upon written notification by the Buyer, provide phase-in and phase-out (PIPO) services for up to sixty (60) days after expiration or termination of this Contract. Such notice shall be given sixty (60) days prior to Contract expiration or concurrently with the notice of termination. After notification, the Seller shall negotiate in good faith with a successor in determining the nature and extent of the PIPO services, including the cost thereof and a mutually acceptable detailed plan for PIPO operations. The plan shall have training program and specify a date for shifting the responsibilities to the successor for each division of work set forth in the plan. The plan shall be subject to the approval of the Buyer.

c. The Seller shall provide sufficient experienced personnel during the PIPO period to insure that the services performed under this Contract are maintained at a high level of proficiency.

d. The Seller shall be reimbursed for all reasonable PIPO costs, which are those costs accruing within the agreed period after Contract expiration or termination which result from the PIPO operations. A profit shall be paid on said costs unless the Contract has been terminated for default.

e. The Seller shall cooperate with the successor in allowing as many of the Seller's personnel as practicable to remain on the job and to transfer to the successor in order to enhance the continuity and consistency of the services required under this Contract. Therefore, the Seller shall furnish to the successor the necessary personnel records and allow the successor to conduct on-site interviews with the Seller's employees. If said employees are agreeable to the transfer and are accepted by the successor, then the Seller shall release them for employment by the successor at a mutually acceptable date and shall negotiate the transfer of their earned fringe benefits, if any, to the successor.

13. **CONTRACT ADMINISTRATION**

Notwithstanding any other provisions of this Contract or any document referenced therein, the Buyer's Director of Procurement or designee, the cognizant Contract Administrator, or their designee are the only individuals authorized to make changes to or redirect the work required by this Contract. Where the Buyer's approval is required under the terms of this Contract, it shall be construed to mean the approval of the Buyer's Director of Procurement or designee, the cognizant Contract Administrator, or their designee. In the event the Seller affects any change at the direction of any other person, the change will be considered as having been made without authority, and an adjustment shall not be made in the Contract price or performance schedule as a result thereof.

14. **DEFAULT**

a. The Buyer may terminate this Order in whole or in part by written, emailed, or FAX notice:

i. If the Seller shall become insolvent or make a general assignment for the benefit of creditors, or

ii. if the Seller shall become insolvent or make a general assignment for the benefit of creditors, or

iii. if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed, or

iv. if the Seller fails to make delivery of the items or to perform the services within the time specified in this Order, or any increments thereof or extensions thereto, or

v. if the Seller fails to perform any other obligations under this Order, or so fails to make progress, so as to endanger performance of this Order, or

vi. if the Seller's financial condition shall become such as to endanger completion of performance.

b. If the Buyer terminates this Order in whole or in part as provided in paragraph (9.1) of this clause, the Buyer may procure, upon such terms and in such manner as the Buyer may deem appropriate, items similar to those terminated, and the Seller shall be liable to the Buyer for any excess costs of such similar items; however, the Seller shall continue the performance of this Order to the extent not terminated,

c. The rights and remedies of the Buyer provided in this clause shall not be exclusive, and are in addition to any others rights and remedies provided by law or under this Order.

15. **DEFINITIONS**

As used in this Contract, the following terms shall have the meanings set forth below:

	TERM	MEANING
1.	"Advise"	Advise in writing.
2.	"Appoint"	Appoint in writing
3.	"Approval"	Approval in writing
4.	"Buyer"	Person or persons designated in writing who are authorized to act on behalf of the Buyer. This designation shall be made by the Buyer on or before the date work commences under this Contract.
5.	"Change Order"	A written order signed by the Buyer directing the Seller to make changes in the work without the consent of the Seller.
6.	"Contract Amendment"	A written alteration in any part of the Contract whether accomplished by unilateral action in accordance with a contract provision, or by mutual action of the parties. It includes change orders and notices of termination.
7.	"Designate"	Designate in writing.
8.	"Direction"	Direction in writing.
9.	"Includes"	Includes but is not limited to.
10.	"Item"	Hardware, data, software, materials, spare parts and other articles to be delivered or services to be performed.
11.	"May"	May is permissive, however, the words "no person may" mean that no person is required, authorized, or permitted to do the act prohibited.
12.	"Shall"	Shall is imperative.
13.	"Statement of Work"	All specifications, maps, data, and other information included or referenced in the Statement of Work. "SOW"
14.	"Subcontractor(s)"	All persons, vendors, and entities furnishing work, property, or services to the Seller for use on this Contract.
15.	"Work"	Includes equipment, installation, material, and services.

16. **EXCUSABLE DELAYS**

The Seller shall not be liable for damages, including liquidated damages, if any, for delays in performance or failure to perform due to causes beyond the control and without the fault or negligence of the Seller. Such causes include but are not limited to, acts of God, acts of the public enemy, acts of the United States Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually

severe weather. When any delays in delivery will occur or are anticipated, the Seller shall immediately give notice thereof to the Buyer.

17. **INDEMNITY**

Except for claims arising out of acts caused by the sole negligence of the Buyer, its agents, servants or employees, the Seller agrees to indemnify and hold harmless the School District, its agents, servants and employees, from acts or omissions of any nature whatsoever of the Seller, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of the School District therefrom. The Seller agrees to hold the FNSB School District harmless from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Order.

18. **INSPECTION OF SERVICES**

a. All services shall be subject to inspection and test by the Buyer, to the extent practicable at all times and places during the term of the Contract and during PIPO operations. All inspections and tests by the Buyer shall be made in such a manner as to not unduly delay the work.

b. If any services performed hereunder are not in conformity with the requirements of this Contract, the Buyer shall have the right to require the Seller to perform the services again in conformity with the requirements of the Contract, at no expense to the Buyer. When the defective services performed are of such a nature that the defect cannot be corrected by re-performance of the services, the Buyer shall have the right to: (1) require the Seller to immediately take all steps necessary to ensure future performance of the services in conformity with the requirements of the Contract; (2) and reduce the Contract price to reflect the reduced value of the services performed,. If the Seller fails to perform promptly the services again or to take necessary steps to ensure future performance of the services in conformity with the requirements of the Contract, the Buyer shall have the right to either (a) by Contract or otherwise have the services performed in conformity with the Contract requirements and charge the Seller any cost incurred by the Buyer that is directly related to the performance of such service; or (b) terminate this Contract for default pursuant to the "Termination for Default" clause.

c. Records of all inspections and tests by Seller shall be kept complete and available to Buyer during performance of this Contract and for such longer period as may be specified elsewhere in this Contract.

19. **INSURANCE**

Before commencing work, Seller shall procure and maintain insurance of the limits and kinds as specified in the SOW and enumerated hereunder, with an insurance company rated as "Excellent" or "Superior" by A. M. Best Company. Certificates of such insurance issued by the Seller's insurance carrier shall be filed with the Buyer before commencement of work and shall set forth the following:

a. LIMITS: The contractor shall obtain insurance for not less than the following limits:

i. Commercial general liability: $1,000,000 limit

ii. Comprehensive automotive liability: $1,000,000 combined single limit

iii. Crime/Abuse/Molestation: $1,000.000.00 limit, each

b. AUTOMOBILE LIABILITY INSURANCE:

i. Comprehensive automotive liability: $1,000,000.00 combines single limit.

All vendors using motor vehicles must demonstrate compliance with Alaska statutes by providing proof of automobile liability insurance for any autos used to perform services under the contract. If the use of autos is material to the scope of work, e.g. delivery services; the limit in this section shall apply. If the use of autos is not material to the scope of work, they shall be insured at no less than the state's minimum limit.

Vendors who do not use a motor vehicle for any business purpose, may sign an affidavit to that effect. Affidavit forms are available at Purchasing Department or Risk Management office.
If the limits in this section apply, the automobile liability policy must cover: All Autos or
All owned, non-owned and hired autos
Automobile liability insurance for scheduled autos only may or may not be acceptable.
If the contractor submits insurance covering only scheduled autos, then
a.) The insurance coverage must also include all non-owned autos
b.) The contract must provide a copy of the scheduled vehicles, and
c.) The contractor must assure the School District in writing that any additional vehicles are covered by liability insurance at the required limits before the vehicles are used for work under this agreement.

c. WORKER'S COMPENSATION: The contractor understands that all employees must be covered by worker's compensation insurance during the term of the contract with the School District.

Workers compensation: $100,000 each accident, $500,000 disease-policy limit, and $100,000 disease-each employee. This policy must be endorsed with a waiver of subrogation in favor of the School District.

d. ALTERNATE COVERAGE: A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of the section.

e. ADDITIONAL INSURED: The School District must be listed as an additional insured in the contractor's commercial general liability policy.

f. CERTIFICATE OF INSURANCE: Before starting work, the contractor will provide a certificate of insurance in a form acceptable to the School District showing that the contractor has the required insurance coverage.

g. CANCELLATION: The School District must receive notice if the contractor's insurance is going to be canceled, not renewed, or changed in some important way. The certificate of insurance must say that the insurer will notify the School District at least 30 days before the insurer cancels, refuses to renew, or materially changes the coverage.

h. INCREASED COVERAGE: During the contract term, the School District might require higher limits of insurance than those listed in this section. If the School District requires such insurance, and the insurer raises its premium as a result of higher limits, then the Borough will pay the contractor the difference between the old and the new premiums.

i. Certificates of Insurance shall be issued to:

Fairbanks North Star Borough and School District
P.O. Box 71267
Fairbanks, AK 99707

20. **LAWS, ORDINANCES, RULES & REGULATIONS**

The Seller shall comply with all applicable laws, ordinances, rules, and regulations, including Federal, State, and Municipal authorities and departments relating to or affecting the work hereunder or any part thereof, and shall secure and obtain any and all permits, licenses, and consents as may be necessary in connection therewith. The Seller agrees to indemnify and hold harmless the Buyer from and against any and all liability or consequential damage, including but not limited to any fines, penalties, or other corrective measures the School District may suffer resulting from any violation by the contractor of such laws, ordinances, rules, and regulations.

The Contractor and its employees shall refrain from the use of alcohol, drugs, marijuana, tobacco or nicotine, including any smoking, electronic cigarette, or vapor device while on School District property.

Tobacco is defined as tobacco and nicotine in any form as well as nicotine delivery devices, such as, but not limited to, electronic cigarettes and vapor pens, but excludes nicotine replacement therapy products approved by the U.S. Food and Drug Administration for the purpose of smoking/nicotine cessation.

21. **MODIFICATION OF ORDER**

This Order contains all the agreements and conditions of sale, and no course of dealing or usage of the trade shall be applicable unless expressly incorporated into this Order. The terms and conditions contained in this Order may not be added to, modified, superseded, or otherwise altered except by a written modification signed by an authorized representative of the Buyer's Purchasing Department and delivered by the Buyer to the Seller. Each delivery shall be deemed to be only upon the terms and conditions contained in this Order, notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice, or other form of the Seller, and notwithstanding the Buyer's act of accepting or paying for any delivery or similar act of the Buyer.

22. **NO WAIVER OF CONDITIONS**

The Buyer's failure to insist upon strict compliance shall not be deemed to be a waiver of any right, and waiver of a right under this Order shall not constitute a waiver of any other right or waiver of any other default under this Order.

23. **NON-DISCRIMINATION**

The Fairbanks North Star Borough School District and all covered subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 29 CFR Part 741, Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.

The Seller shall comply with the applicable provisions of the Federal Civil Rights Act of l964 and all amendments thereto, the Equal Employment Opportunity Act and all amendments thereto, the FNSB School Board Policy, and all regulations issued thereunder by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to terminate this contract immediately.

24. **NOTICE TO THE BUYER OF LABOR DISPUTES**

a. Whenever the Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Buyer.

b. The Seller shall insert the substance of this clause, including this paragraph, in any subcontracts hereunder. Each such subcontract shall provide that in the event that its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the Seller of all relevant information with respect to such dispute.

25. **OPERATION AND STORAGE AREAS**

All operations of the Seller, including storage of materials, shall be confined to areas authorized or approved by the Buyer. No unauthorized or unwarranted entry upon, passage through, or storage or disposal of materials shall be made upon other premises. The Seller shall hold and save the Buyer, its employees, officers, and agents, free and harmless from liability of any nature or kind arising from any use, trespass, or damage incurred by Seller’s operations on premises of third persons.

26. **OTHER CONTRACTS**

The Buyer may undertake or award other contracts for additional work, and the Seller shall fully cooperate with such other contractors and Buyer’s employees and carefully fit its own work to such additional work

as may be contracted for by the Buyer. The Seller shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Buyer's employees.

27. **PERMITS AND RESPONSIBILITIES**

Without additional expense to the Buyer, the Seller shall be responsible for obtaining any necessary licenses and permits, and for complying with all applicable laws, codes, and regulations, in connection with the prosecution of the work. The Seller shall be responsible for all damages to persons or property that occur as a result of its fault or negligence. Seller shall take proper safety and health precautions to protect the work, employees of the Buyer and Seller, the public, and the property of others.

28. **PROTECTION OF BUILDINGS, EQUIPMENT AND VEGETATION**

The Seller shall use reasonable care to avoid damaging existing buildings, structures, equipment and vegetation such as trees, shrubs and grass on the Buyer's facility. If the Seller fails to do so and damages any such buildings, structures, equipment, or vegetation, Seller shall replace or repair the damage at no expense to the Buyer as directed by the Buyer. If Seller fails or refuses to make such repair or replacement, the Seller shall be liable for the cost thereof which may be deducted by the Buyer from payments due or which may become due to the Seller.

29. **PUBLIC RELEASE OF INFORMATION**

Unless the prior written consent of the Buyer is obtained, the Seller shall not, except as may be required by law or regulations, in any manner advertise or publish or release for publication any statement or information mentioning the Buyer, or the fact that the Seller has furnished or contracted to furnish to the Buyer the services required by this Contract, or quote the opinion of any employee of Buyer.

30. **REMOVAL OF SELLER'S UNSATISFACTORY EMPLOYEES**

By written notice, the Buyer may require the Seller to remove from the work any employee the Buyer deems incompetent, careless, or otherwise objectionable.

31. **SAFETY**

a. Seller shall be responsible for safety related to and during the performance of the work hereunder. Seller shall insure that its employees and the employees of its subcontractors are notified of and observe and abide by all safety regulations and laws including but not limited to those issued by the Buyer, and any revisions of the foregoing that may herein-after be applicable.

b. Said laws and regulations are minimum requirements for the Seller. Seller shall take any additional precautions necessary or proper under the circumstances to prevent injury to or death of persons and/or damage to property. Compliance with such laws and regulations by the Seller, or Buyer's approval of any actions or procedures of the Seller as provided herein shall not relieve the Seller of its obligations to use due care in performing the work required under this Contract.

c. Seller shall immediately notify Buyer of any damage to property and/or injury to, or death of, persons that occurs in connection with or is in any way related to the work. Seller shall furnish Buyer a written report of the aforesaid as soon as possible.

32. **SUPERINTENDENCE BY SELLER**

The Seller shall have a competent foreman or superintendent, satisfactory to the Buyer, on the work site at all times during the performance of work. Said foreman or superintendent shall have the authority to act for the Seller.

33. **TAXES**

Unless prohibited by law or otherwise stated to the contrary in this Contract, the Seller shall pay and has included in the price of this Contract, any Federal, State or Local Sales Tax, Transportation Tax, or other similar levy which is required to be imposed upon the work or services to be performed.

34. **TITLE AND RISK OF LOSS**

The Seller shall retain title to and risk of loss or damage to all items to be delivered hereunder until final acceptance by the Buyer at the Buyer's plant.

35. **WARRANTY OF SERVICES**

Notwithstanding inspection and acceptance by the Buyer or any provision concerning the conclusiveness thereof, the Seller warrants that all services performed under this Contract shall, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The Buyer shall give written notice of any such defect or nonconformance to the Seller within thirty (30) days after date of acceptance by Buyer. Such notice shall state either (1) that the Seller shall correct or re-perform any defective or nonconforming service, or (2) that the Buyer does not require correction or re-performance. If the Seller is required to correct or re-perform, it shall be at no cost to the buyer, and any services corrected or re-performed by the Seller pursuant to this clause shall be subject to all provisions of this clause to the same extent as work initially performed. If the Seller fails or refuses to correct or re-perform, the Buyer may, by contract or otherwise, correct or replace with similar services and charge to the Seller the cost incurred to the buyer thereby or obtain an equitable adjustment in the Contract price. If the Buyer does not require correction or re-performance, the Buyer shall make an equitable adjustment to the price. Except as otherwise provided herein, the bidder warrants that all articles, materials, and equipment supplied under this contract are new, conform to the specifications of this contract, to be of merchantable quality, are fit for the use intended, and are free from defects in materials and workmanship. The District requires that successful bidders honor guarantees and warranties offered by the manufacturer.

36. **TERMINATION FOR CONVENIENCE**

The School District may terminate a contract, in whole or in part, without showing cause upon giving written notice to the Contractor. The School District shall pay all reasonable costs incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

All funds for payment by the School District under this contract are subject to the availability of annual appropriations for this purpose by the state legislature and the Fairbanks North Star Borough Assembly. In the event of non-appropriation of funds by their governing bodies for the services provided under the contract, the School District will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the School District shall not be obligated under this contract beyond the date of termination.

If a school closure is approved by the School Board, the District will provide thirty (30) days written notice to the Contractor before services are to be discontinued. In the event of school closures, the District may elect to adjust the overall service schedule or container requirements, without penalty or additional fees.

37. **TERMINATION FOR DEFAULT**

If the contractor refuses or fails to prosecute the work or any separate part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the School District may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the School District may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the School District resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the School District in completing the work.

38. **TERMINATION CONTINGENCY**

If the Buyer terminates this Contract in whole or in part under the "Default", "Termination for Convenience", "Price Escalation/de-escalation" clauses, or any other reason authorized by the School Board Procurement Policy or contained herein, the Buyer may cover by procurement of items or services similar to those terminated, upon such terms and in such a manner as the Buyer may deem appropriate.

39. **STRICT LOYALTY**

The Contractor and its employees shall avoid all circumstances and actions which would place the Contractor in a position of divided loyalty with respect to the obligations undertaken under this Contract. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form (SF-LLL), “Disclosure Form to Report Lobbying,” in accordance with the instructions therein.

40. **DEBARMENT**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any governmental department or agency. This certification represents a recurring certification made at the time any order is placed under this Contract.

41. **TOBACCO, DRUG, ALCOHOL, AND NICOTINE-FREE SCHOOL DISTRICT**

The Contractor and its employees shall refrain from the use of alcohol, drugs, marijuana, tobacco or nicotine, including any smoking, electronic cigarette, or vapor device while on School District property. Tobacco is defined as tobacco and nicotine in any form as well as nicotine delivery devices, such as, but not limited to, electronic cigarettes and vapor pens, but excludes nicotine replacement therapy products approved by the U.S. Food and Drug Administration for the purpose of smoking/nicotine cessation.

EXHIBIT “C” – Bid Schedule and Offer

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Clause

BID SCHEDULE ..... Error! Bookmark not defined.INVOICING28

NON-COLLUSION CERTIFICATIONError! Bookmark not defined.AMENDMENT ACKNOWLEDGEMENT & OFFER 29

BID SCHEDULE

Line	Item Number	Description		Unit	Qty
1	968-71-04-PPPU	SOLID WASTE REMOVAL, 4 CU YD CTNR, PRICE PER PICK UP		EA	86
			Unit Price: _____		
2	968-71-04-RFPM	SOLID WASTE REMOVAL, 4 CU YD CTNR, MONTHLY RENTAL FEE		MO	24
			Unit Price: _____		
3	968-71-06-PPPU	SOLID WASTE REMOVAL, 6 CU YD CTNR, PRICE PER PICK UP		EA	129
			Unit Price: _____		
4	968-71-06-RFPM	SOLID WASTE REMOVAL, 6 CU YD CTNR, MONTHLY RENTAL FEE		MO	24
			Unit Price: _____		
5	968-71-08-PPPU	SOLID WASTE REMOVAL, 8 CU YD CTNR, PRICE PER PICK UP		EA	189
			Unit Price: _____		
6	968-71-08-RFPM	SOLID WASTE REMOVAL, 8 CU YD CTNR, MONTHLY RENTAL FEE		MO	60
			Unit Price: _____		
7	968-71-10-PPPU	SOLID WASTE REMOVAL, 10 CU YD CTNR, PRICE PER PICK UP		EA	2752
			Unit Price: _____		
8	968-71-10-RFPM	SOLID WASTE REMOVAL, 10 CU YD CTNR, MONTHLY RENTAL FEE		MO	372
			Unit Price: _____		

Line	Item Number	Description	Unit	Qty
~~9~~	~~968-71-15-PPPU~~	~~SOLID WASTE REMOVAL,~~ ~~15 CU YD ROLL-ON CTNR @ HUTCHISON, PRICE PER PICK UP~~ [1]	~~EA~~	~~10~~
		Unit Price: _____		
10	968-71-15-RFPM	SOLID WASTE REMOVAL, 15 CU YD ROLL-ON CTNR @ HUTCHISON, MONTHLY RENTAL FEE	MO	12
		Unit Price: _____		
11	968-71-25-COMP	SOLID WASTE REMOVAL, 25 CU YD COMPACTOR @ NUTRITION SERVICES CTR. PRICE PER PICK UP [1]	EA	10
		Unit Price: _____		
12	968-71-04-CALL	SOLID WASTE REMOVAL, UNSCHEDULED CALL-OUT 4 CU YD CTNR, PRICE PER PICK UP	EA	4
		Unit Price: _____		
13	968-71-06-CALL	SOLID WASTE REMOVAL, UNSCHEDULED CALL-OUT 6 CU YD CTNR, PRICE PER PICK UP	EA	1
		Unit Price: _____		
14	968-71-08-CALL	SOLID WASTE REMOVAL, UNSCHEDULED CALL-OUT 8 CU YD CTNR, PRICE PER PICK UP	EA	1
		Unit Price: _____		
15	968-71-10-CALL	SOLID WASTE REMOVAL, UNSCHEDULED CALL-OUT 10 CU YD CTNR, PRICE PER PICK UP	EA	31
		Unit Price: _____		

EXCEPT AS OTHERWISE NOTED, PRICES QUOTED SHALL INCLUDE ALL COSTS ASSOCIATED WITH PROVISION OF SERVICE (E.G. REGULATORY COMMISSION CHARGES, FUEL SURCHARGES)

[1] Pricing for 15 Cu Yd Roll-on Dumpster at Hutchison HS and 25 Cu Yd Compactor at the Nutrition Services Center are for pick up only. Any fees charged by the Borough for disposal at Borough facilities will be passed with no additional charge to the Buyer following submission of itemized receipt and in accordance with stated invoicing procedures.

INVOICING

Wkh#Vhoohu#vkdoo#qyrlfh#p rqwko|#iru#vhuylfhv#shuirup hg1#Sd|p hqw#z lo#eh#p dgh#z lwklq#wkluw|#63,#gd|v#diwhu# dssurydo#ri#wkh#qyrlfh#e|#wkh#Frqwudfw#Dgp lqlwudwru1#Iqyrlfhv#vkdo#eh#shu#rfdwrq/#surylglqj#bq#wkp l}hg# dwwdfj#ri#frqwdlqhu#hqwdo#fkdujhv#bqg#wkh#qgglylgxdo#slfn0xs#fkdujhv#lq#fkurqrorjlfdo#vtxhqfh#z lwk#sulflqj# lq#dffrugdqfh#z lwk#wkh#E lg#Vfkhgxdo#bqg#R iihu1#

Amendment Acknowledgement

OFFER

The undersigned agrees, if this offer is accepted, to furnish any or all items upon which prices are offered at the price entered on this schedule, delivered at the designated point, within the time specified.

Non-Collusion Certifications:

1. **Acceptance and Delivery:** The undersigned agrees, if this offer is accepted, to furnish any or all items upon which prices are offered at the price entered on this schedule, delivered at the designated point(s), within the time specified.

2. **Arriving at Prices:** The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered.

3. **Disclosure of Prices:** The prices in this offer have not and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract award unless otherwise authorized by law.

4. **Restriction of Competition:** No attempt has been made or will be made by the offeror to induce any domestic concern, or foreign subsidiary or affiliate of any domestic concern that is controlled by a domestic concern, to submit or not submit an offer for the purpose of restricting competition. Furthermore, no Federal appropriated funds have been or will be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or covered award.

Acknowledgment of Amendments:	Amendment No.	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ _____

Signature - Individual Authorized to Bind Firm Date

Typed or Printed Name _____

Alaska Business License Number: _____

Business Name: _____

Mailing Address: _____

Business Address (Street Address): _____

Phone: _____

FAX: _____

E-mail Bid results to: _____

EXHIBIT "D" - Schedule of Services

SCHOOL	QUANTITY AND SIZE	PICK UP DAYS
Anne Wien	(1) 10 yd	Mon, Thurs.
Barnette	(1) 10 yd	Mon, Thurs.
Boreal Sun	(1) 8 yd	Tues (every other week)
CEC (27th Ave)	(1) 4 yd	Thurs. (every other week)
Chinook Charter	(1) 6 yd	Wed
Denali	(1) 10 yd	Mon, Thurs.
Discovery Peak	(1) 8 yd	Mon
Facilities Management Fifth Avenue	(1) 10 yd (1) 10 yd	Tues (every other week) Mon, Thurs.
Howard Luke (Effie Kokrine Charter)	(1) 6 yd	Tues, Fri
Hunter	(1) 10 yd	Mon, Thurs.
Hutchison	(3) 8 yd ~~+ (1) Compound on call~~	Thursday
Ladd	(1) 10 yd	Mon, Thurs.
Lathrop	(4) 10 yd	Mon, Thurs.
Midnight Sun Elem	(1) 10 yd	WED, FRI
Nordale	(1) 10 yd	Fri
North Pole Elem	(1) 10 yd	Wed, Fri
North Pole High	(1) 10 yd	Wed, Fri
North Pole Middle	(2) 10 yd	Wed, Fri
Nutritional Services	Compactor	Call-In
Pearl Creek	(1) 10 yd	Mon, Thur
Randy Smith	(1) 10 yd	Mon, Thurs.
Ryan	(1) 10 yd	Mon, Thurs.
Salcha	(1) 10 yd	Mon (every other week)
Shipping & Rec.	(1) 10 yd	Tues (every week)
Tanana	(1) 10 yd	Mon, Thurs.
Ticasuk Brown	(1) 10 yd	Wed, Fri
Two Rivers	(1) 10 yd & (1) 4yd	Tues, (every other week)
U-Park	(1) 10 yd	Tues, Fri
Watershed Charter	(1) 8 yd	Wed
Weller	(1) 10 yd	Tues, Fri
West Valley	(3) 10 yd	Tues, Fri
Woodriver	(1) 10 yd	Tues, Fri