



# Fairbanks North Star Borough

## GENERAL SERVICES

Procurement  
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### COVER SHEET

### THIS IS NOT AN ORDER

**IFB NO.27003- TRANSFER SITE GATE SERVICES**

**BID SUBMITTAL DEADLINE: July 9, 2026 @ 2:00 p.m.**

Question Deadline: July 2, 2026 @ 5:00p.m.

**SUBMIT QUESTIONS AND BIDS TO: <https://www.bidnetdirect.com/alaska/fairbanksnorthstarborough>**

**FOR ASSISTANCE, CONTACT:**

David Bates, FNSB Procurement Specialist  
(907) 459-1293  
Email: [procurement@fnsb.gov](mailto:procurement@fnsb.gov)

**THE ATTACHED TERMS & CONDITIONS SHALL BECOME PART OF ANY CONTRACT  
RESULTING FROM THIS INVITATION FOR BID.**

**BIDS SHALL BE SUBMITTED ON THE FORMS FURNISHED AND MUST INCLUDE ORIGINAL SIGNATURES.**

DATE OF BID: \_\_\_\_\_ AK BUSINESS LICENSE NUMBER: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHYSICALLOCATION: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

BY: \_\_\_\_\_  
Print Name Signature

**BY SIGNING THIS COVER SHEET, THE BIDDER AGREES TO ALL TERMS AND CONDITIONS OF THIS IFB.**



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**A. INSTRUCTIONS TO BIDDERS**

**1. BID REVIEW**

- 1.1 Bidders shall carefully review this IFB for defects and questionable or objectionable material. Questions regarding the IFB shall be submitted through BidNet at the address shown on the cover page by the deadline shown. Bidder protests based upon any omissions, or errors, or the content of the Invitation for Bid will be disallowed if not made known prior to the bid opening.

**2. INTERPRETATION OR REPRESENTATIONS**

- 2.1 The Fairbanks North Star Borough 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 addendum to the IFB.

**3. ADDENDA**

- 3.1 If any addenda are issued to this IFB, the bidder shall acknowledge the receipt of such addenda in the space provided on the bid form. It is the bidder's responsibility to determine if any addenda have been issued to an IFB prior to the opening date and time of the IFB. Bids that fail to acknowledge receipt of addenda may in the sole discretion of the Borough be considered non-responsive.

**4. BID FORMS**

- 4.1 Bids must be electronically submitted, using the designated Bid Form, to BidNet prior to the deadline on the cover sheet of this IFB to be considered responsive. Bids and other attachments must be uploaded in PDF form.

**5. PRICES**

- 5.1 The bidder shall state prices in the units of issue on this IFB. 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. Prices quoted in bids must be exclusive of federal, state and local taxes. If the bidder believes that certain taxes are payable by the Borough, the bidder may list such taxes separately, directly below the bid price for the affected item.

**6. ALTERNATE BIDS**

- 6.1 Alternate bids will not be considered unless specifically requested.

**7. WITHDRAWAL, MODIFICATION, OR CORRECTION**

- 7.1 After submitting a bid, a bidder may withdraw, modify, or correct their bid in BidNet at any time prior to the submission deadline.

**8. VENDOR TAX ID NUMBER**

- 8.1 If goods or services procured through this IFB 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 Fairbanks North Star Borough before payment will be made.

**9. FILING A PROTEST**

- 9.1 Any actual or prospective bidder or contractor who is aggrieved in connection with the bid or award of a resulting contract may protest to the Chief Procurement Officer. A protest with respect to an invitation for bid shall be submitted in writing prior to the opening of bids, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to the bid opening. The protest shall be submitted within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

- 9.2 The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protestor; (2) the signature of the protestor or the protestor's representative;(3) identification of the bid at issue; (4) a complete statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) a non-refundable filing fee of \$75. Protests will be handled in accordance with FNSB Code of Ordinances 16.40.010.
- 9.3 Notwithstanding any other provision of this section, an interested person is free at any time to contact the Chief Procurement Officer for the purpose of clarifying selection procedures.

**10. RESPONSIBILITY TO KEEP INFORMED**

- 10.1 It is the responsibility of the potential bidder to keep informed. Failure to do so may result in their bid being declared non-responsive.

**11. PLAN HOLDER REGISTRATION**

- 11.1 Only bidders that have registered on BidNet will receive future official notice of any addenda for the solicitation they intend to bid. Borough purchasing information and notification service is available to all businesses and organizations that want to sell to the Borough. Anyone may access Borough procurement solicitations on BidNet.

**12. COMPLIANCE**

- 12.1 In the performance of a contract that results from this IFB, the contractor must comply with all applicable federal, state, borough and other local regulations, codes, and laws, and be responsible for all required insurance, licenses, permits, and bonds.

**13. SUITABLE MATERIAL**

- 13.1 Unless otherwise specified, all materials, supplies, or equipment offered by a bidder shall be new, unused, of recent manufacture, and suitable for the manufacturer's intended purpose.
- 13.2 The bidder warrants all articles, materials, and equipment supplied under a contract resulting from this bid conform to the specifications of this contract, to be fit and sufficient for the use specified, to be of merchantable quality, and to be free from defect of materials or workmanship. Equipment, articles, and/or materials received which do not conform to the above warranties may be held at the bidder's risk of loss or damages or returned at the bidder's expense at the discretion of Purchasing.

**14. BRAND NAME OR EQUAL:**

- 14.1 The use of a "brand name only" specification is for the purpose of describing the sole item that will satisfy the Borough's requirements. Bids offering alternate products will be declared non-responsive.
- 14.2 The use of a "brand name or equal" specification is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. To be considered substantially equivalent, or "equal" to the specified brand, items in question must be of sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified brand. This determination is made by the Chief Procurement Officer.
- 14.3 The use of a "brand name or pre-approved equal" specification with a reference to a brand name or model number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided. Bidder shall submit a Substitution Request form for a proposed equal to Purchasing at least seven (7) days prior to the bid opening date and time to allow the Borough to make a determination of equality to the brand specified. If the Borough approves the proposed equal, an addendum to the bid will be issued specifically identifying the item as a pre-approved equivalent. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

**15. SPECIFICATIONS**

- 15.1 If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern.

**16. FIRM OFFER**

16.1 Offers made in accordance with this IFB must be valid and firm for a period of ninety (90) days from the date of bid opening.

**17. EXTENSION OF PRICES**

17.1 In the case of error in the extension of prices in the bid, the unit price will govern; in a lot bid, the lot price will govern.

**18. BID PREPARATION COSTS**

18.1 The Borough is not liable for any costs incurred by the bidder in bid preparation.

**19. CONTRACT FUNDING**

19.1 Borough funds are available for the initial purchase and/or the first term of the contract resulting from this IFB. Payment and performance obligations for future purchases and/or contract renewals are subject to the availability and appropriation of funds.

**20. ETHICS**

Bidder acknowledges that Section 16.44.030 of the Fairbanks North Star Borough Code provides as follows:

- 20.1 "It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
- 20.2 It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order."
- 20.3 Bidder agrees to follow the terms of this ordinance.

**21. LATE BIDS**

- 21.1 It is the sole responsibility of the bidder to see that their bid is submitted in time. Bids cannot be submitted to BidNet after the opening time.
- 21.2 All times shown in this document, including for deadlines and conferences, are expressed in Alaska Prevailing Time.

**22. MANUFACTURER'S AUTHORIZATION:**

22.1 The low bidder must be the manufacturer of the product offered or shall provide, if requested, within ten (10) days from the publish date of the Notice Of Award, evidence from an official of the manufacturer, stating that the bidder is qualified as an authorized dealer or reseller and has the authority to sell the product being offered and pass the manufacturer's warranty through to the Borough with all first holder benefits of the warranty. Failure to provide the required document within ten (10) days after issue of the Notice of Award may, at the Borough's discretion, result in the termination of the award.

**23. LOCAL BIDDER PREFERENCE**

23.1 Bidder acknowledges that Section 16.16.050 of the Fairbanks North Star Borough Code provides as follows:

"In the award of contracts for goods or services, if otherwise in full conformity with the invitation for bids, a local bidder who has a valid business license to provide such goods or services shall be considered as low bidder if its bid is the lesser of five percent or forty thousand dollars in excess of the lowest bid received from a nonlocal bidder located elsewhere in Alaska, or the lesser of ten percent or eighty thousand dollars in excess of the lowest bid received from non-Alaska bidders." This local bidder preference shall be applied to all invitation for bids unless:

- (1) prohibited by federal or state law or a grant requirement or
- (2) the purchased good or service will be included in the cost allocation pool from which the administrative fee is determined.

FNSB Code of Ordinances 16.04.010, defines a "local bidder" as a person who has a place of business located in the Fairbanks North Star Borough; which is staffed by an employee or employees as their permanent employment year round in the normal course of business.

**24. ACCEPTANCE OR REJECTION OF BIDS**

24.1 The Borough may accept or reject any or all bids for good cause shown, to waive minor deviations from the specifications, and to waive any informality in bids received, when such acceptance, rejection, or waiver is in the best interest of the Borough. Informalities in bids are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible, and waiver of the informality does not grant the bidder a competitive advantage.

24.2 The Borough may cancel the IFB if such cancellation is in its best interest.

24.3 A bid may be rejected when:

1. the bidder is not in a position to perform the contract;
2. the bid is not signed by hand;
3. the bidder fails to furnish bid bonds or surety deposits, plans, specifications, samples, and so forth, when any were specifically called for in the IFB, and within the time limit indicated;
4. the bidder has failed to use the required bid form;
5. the bidder fails to provide, with the bid, descriptive literature necessary to determine the responsiveness of the bid;
6. the bidder otherwise fails to qualify as a responsible and responsive bidder under FNSB 16.04.010; or
7. the Borough Assembly does not approve the award.

**25. PRE-BID CONFERENCE**

25.1 A pre-bid conference, if required, will be held at the time and place specified on the face of this IFB. The purpose of this conference is to allow for detailed discussion and clarification. All prospective bidders are encouraged to attend.

25.2 If the pre-bid conference is mandatory, this will be noted on the cover sheet of this IFB. Bidders who fail to attend a mandatory pre-bid conference shall be declared non-responsive and eliminated from consideration.

**26. UNBALANCED AND BUY-IN BIDS**

26.1 Bids that, in the sole opinion of the FNSB, are determined to be "unbalanced" or "buy-in" bids may be declared non-responsive and eliminated from further consideration.

**27. ORGANIZATIONAL CONFLICTS OF INTEREST**

27.1 The bidder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed,

there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities, or because of relationships with other persons:

1. a bidder is unable or potentially unable to render impartial assistance or advice to the Borough;
2. the bidder's objectivity in performing the work is or might be otherwise impaired; or
3. the bidder has an unfair competitive advantage.

The bidder agrees that if an organizational conflict of interest is discovered after bid award, an immediate and full disclosure in writing shall be made to the Chief Procurement Officer that shall include a description of the action the bidder has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Borough may, at its discretion, cancel the contract award. In the event the bidder was aware of an organizational conflict of interest prior to the award of the bid, and did not disclose the conflict to the CPO, the Borough may terminate the contract award for default. The provisions of this clause shall be included in all subcontracts for work to be performed.

**28. PROMPT PAYMENT**

28.1 The contractor is required to pay their subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment from the Borough. The contractor shall ensure prompt and full payment of retainage to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. The Borough shall utilize one of the following methods indicated below to ensure the contractor's compliance with this requirement.

1. The Borough shall decline to hold retainage from the contractor and prohibits the contractor from holding retainage from the subcontractor.
2. The Borough shall decline to hold retainage from the contractor and requires the contractor to insert a clause in their subcontracts obligating the contractor to make prompt and full payment of any retainage kept by the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.
3. The Borough shall hold retainage from the contractor and provide for prompt and regular incremental acceptance of portions of the contract, pay retainage to the contractor based on these acceptances, and require the contractor to insert a clause in their subcontracts obligating the contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Borough's payment to the contractor.

For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the contractor and Borough. When the Borough has made an incremental acceptance of a portion of a contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

The contractor agrees that any delay or postponement of payment among the parties may take place only for good cause, and only with the Borough's prior written approval.

**B. TERMS AND CONDITIONS**

The following conditions shall be part of any contract resulting from this bid:

**1. GENERAL TERMS AND CONDITIONS**

- 1.1 No modifications of any of the terms or conditions of this order, including, but not limited to, delivery, price, quality, quantities, and specifications, will be effective without the prior written consent of Purchasing.
- 1.2 Time of delivery is of the essence of this contract and the order is subject to cancellation for failure to deliver on time. Any exception to the delivery date specified in the Purchase Order must be approved in writing by Purchasing prior to the specified delivery date.
- 1.3 No charges will be allowed for delivery preparation, packing, containers, etc., unless such allowance is specifically stated.
- 1.4 Unless otherwise specified, shipments will be prepaid, via most economical common carrier, FOB destination. The Borough is exempt from federal excise and transportation taxes. A federal tax identification number will be furnished upon request. The Borough cannot accept COD shipments.
- 1.5 Vendor warrants the equipment, articles and/or materials furnished under the terms of this contract are unencumbered and not subject to any lien or claim.
- 1.6 A purchase order number MUST appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.
- 1.7 A Memorandum of Contents shall be enclosed in each box or package.
- 1.8 The waiver of any breach of the terms of this contract by the Borough shall not constitute a waiver of any subsequent breach, nor shall any payment for goods delivered constitute such waiver.
- 1.9 Cash discount period on all invoices shall begin on the date shipment is received by the Borough. In the event of adjustment or damage to a shipment subject to cash discount, the discount period will begin on the date the shipment is finally accepted.

**2. PAYMENT TERMS**

- 2.1 The bidder shall provide detailed invoices. Invoices must be approved by the FNSB Project Manager prior to payment. Upon review and approval by the FNSB Project Manager, the FNSB shall make payment within 30 days.
- 2.2 Invoices shall be sent to:  
FNSB Accounts Payable Department  
907 Terminal Street  
PO Box 71267  
Fairbanks, AK 99707
- 2.3 Failure to strictly comply with this provision may result in a delay of payment.

**3. IMPOSSIBILITY TO PERFORM**

- 3.1 The contractor is not liable for any failure to perform its obligations under this agreement, if that failure is caused by any unforeseeable force beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this agreement, such forces shall mean any emergency under the Alaska Disaster Act (AS 26.23); war (whether declared or not); revolution; invasion; insurrection; riot; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment, or labor because of priority, allocation, or other regulations of any governmental authorities.

**4. CONTRACT RENEWALS**

The Borough reserves the option to renew a contract resulting from this solicitation upon written agreement of both Parties for **one (1)** additional one-year periods. All renewals are to be for a period of one year at the same terms, conditions, and price set forth herein.

However, the Contractor, at least 90 days prior to the contract anniversary date, may request, in writing, changes to the terms, conditions, and pricing. Approved changes do not constitute substantial changes to the contract and must be supported with appropriate written documentation. The approval of any change(s) is at the sole determination of the Borough.

**5. CONTRACT EXTENSION**

- 5.1 The FNSB and the successful bidder agree:
1. that the Borough may extend the term of the contract on a month-to-month basis at the same rates specified in the contract at the end of the initial performance period, or the end of any exercised renewal;
  2. any such extension shall not exceed 6 months;
  3. all other terms and conditions shall remain in full force and effect; and
  4. to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation.

**6. TERMINATION**

- 6.1 Both parties may agree in writing to terminate this agreement at any time. Either party may terminate the contract if the other party fails to perform in the manner called for in the contract. The Borough may terminate the contract for its own convenience on thirty (30) days written notice; the agreement will terminate if the Borough Assembly fails to appropriate necessary funds or repeals all or substantially all of the appropriations which fund this agreement.
- 6.2 In case of default by the contractor, for any reason whatsoever, the Borough may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost or other remedies under law or equity.
- 6.3 If this contract is terminated, the contractor has no further duty to perform other than that work reasonably necessary to stop work in a safe and workmanlike manner. Likewise, if this contract is terminated, the Borough has no further duty to pay the contractor except for the work satisfactorily completed or goods delivered and accepted, as of the date of termination, and the additional work completed as being reasonably necessary to stop work in a safe and workmanlike manner.

**7. DISPUTES**

- 7.1 Any dispute arising out of a contract resulting from this IFB shall be resolved under the laws of Alaska. Any appeal of an administrative order and any original action to enforce any provision of a contract resulting from this IFB or to obtain any relief from remedy in connection with said contract may be brought only in the Superior Court for the Fourth Judicial District of Alaska.

**8. CONTINUING OBLIGATION OF CONTRACTOR**

- 8.1 Notwithstanding the expiration date of a contract resulting from this IFB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

**9. AFFIRMATIVE ACTION/EQUAL OPPORTUNITY**

- 9.1 The Borough is an Affirmative Action/Equal Opportunity Employer.
- 9.2 The Borough, and all contractors, vendors, and suppliers, agree and certify that they shall comply with the requirement of all pertinent federal and state laws relating to equal opportunity in contracting and procurement activities.

**10. CONTRACT DOCUMENT**

- 10.1 A procurement of goods valued in excess of \$50,000 or greater will require a written contract between the successful bidder and the Fairbanks North Star Borough.

**11. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS PROVISION**

11.1 The bidder shall defend, hold harmless, and indemnify the Borough, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part:

- the bidder's performance or non-performance of its duties under this contract; and/or
- any defect in any services provided by the bidder.

This duty to defend, indemnify, and hold harmless shall include the bidder's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either the Borough's sole negligence or its willful misconduct.

11.2 This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.

11.3 "Bidder" and "Borough" as used in this section include the employees, agents, subcontractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.

**12. ASSIGNMENT**

12.1 Assignment of rights and duties under a contract resulting from this IFB is not permitted unless authorized in writing by the Chief Procurement Officer.

**13. INSURANCE**

13.1 Prior to commencing any work under a purchase order/contract resulting from this IFB, the successful bidder will provide a certificate of insurance in a form acceptable to the Borough showing that they have the required insurance coverage. The required coverage must be obtained and maintained with an insurance company rated "Excellent" or "Superior" by A.M. Best Company, or specifically approved by the Borough risk manager. If a bidder has a question as to their ability to provide the required coverage they should consult with their agent or broker prior to submitting a response to the bid.

13.2 Limits: The successful bidder shall obtain insurance for not less than the following limits:

- Commercial general liability, occurrence basis: \$1,000,000 limit per occurrence;
- Comprehensive automobile liability: \$1,000,000 combined single limit;
- Workers' Compensation coverage including Employer's Liability with limits of: \$100,000 each accident, \$500,000 disease – policy limit, and \$100,000 disease – each employee.

13.3 Automobile Liability Insurance: All autos or all owned, non-owned, and hired automobiles must be insured when the successful bidder is using them to do work resulting from this bid.

13.4 Workers' Compensation: Any employee of the successful bidder must be covered by workers' compensation insurance during the term of work resulting from this bid. This policy must be endorsed with a waiver of subrogation in favor of the Borough.

13.5 Alternate Coverage: A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of this section.

13.6 Additional Insured: During the term of work, the bidder shall add and maintain the Borough as an additional insured in the bidder's commercial general liability policy. This policy will provide primary coverage for the Borough, and it will provide that the policy treats each additional insured as though the insurer had issued separate policies.

13.7 Cancellation: The insurer shall send the Borough thirty (30) days written notice before it cancels or refuses to renew coverage required by this contract. The bidder shall assure that the insurance policies include a provision requiring this prior notice. The bidder shall not materially alter their coverage limits, terms or conditions for the coverage requirements set forth in the contract.

**14. COOPERATIVE PURCHASING**

14.1 All State of Alaska governmental entities may, at their option, purchase from the contract resulting from this IFB process. State of Alaska governmental agencies include the Legislative branch, the Alaska Court System, the University of Alaska, Boards and Commissions and all State of Alaska political subdivisions – cities, boroughs and school districts, at all their operation locations. In no event shall the Borough have any financial liability to the bidder for any goods or services purchased by any State of Alaska governmental entity.

**15. RECYCLED CONTENT INFORMATION**

15.1 In support of the State of Alaska Law (AS.29.71.050), bidders are encouraged to supply, with their bid, any information available regarding recycled material content in goods contained in their bid.

**16. ENVIRONMENTAL REQUIREMENTS**

16.1 The contractor recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to projects being financed in whole or in part with Federal funds. The contractor and any of its subcontractors agree to comply with any such requirements as the federal or state government may now or in the future promulgate.

16.2 The Borough has adopted policies to support an ethic of sustainability. To advance these goals, products and services contracted for will be evaluated in part based on their greenhouse gas emissions, habitat impacts, regulatory compliance, recycled content, energy efficiency, water efficiency, and toxic chemical reductions.

**17. ENERGY STAR REQUIREMENTS**

17.1 The vendor must provide products, if available, that have earned the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency. The vendor is encouraged to visit [energystar.gov](http://energystar.gov) for complete product specifications and updated lists of qualifying products.

17.2 The Borough seeks to promote energy conservation and shall comply with any mandatory standards and policies which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163) FNSBC 16.16.060.

**18. TIE BIDS**

18.1 If the IFB bid tabulation results in a “tie” between two responsive, responsible bidders, the Borough will determine the successful bidder by the flip of a coin. The process will be witnessed by at least one additional member of the General Services Department. The witness will sign the bid tabulation form certifying the results of the process.

**19. INDEFINITE QUANTITY**

19.1 The award of this bid shall result in an indefinite quantity contract for the items solicited. Award will be contingent upon availability of funds. The Borough reserves the right to make additional purchases of substantially similar units for a period of one (1) year from the date of award. The option to make future purchases is the unilateral right of the Borough.

### C. SCOPE OF SERVICES/SPECIFICATIONS

The Fairbanks North Star Borough (FNSB) is soliciting bids for Transfer Site Gate Services

The Fairbanks North Star Borough (FNSB) Solid Waste Collection District has experienced an influx of prohibited behaviors at transfer sites. As a result of these behaviors the FNSB has instituted closure hours at four transfer sites nightly from 10:00 PM to 6:00 AM these hours are expected to remain in place but could change in the future. The contractor will be provided a minimum of 48 hours and should be prepared for such changes. Additionally, we may find it necessary to close more sites if these same behaviors occur at the other sites.

We are requesting full-time gate services seven days/week at selected transfer sites. The contractor will be responsible for locking all gates **no sooner** than 10:00 PM and **not later** than 11:00 PM; and unlock gates **no sooner** than 5:30 AM and **no later** than 6:00 AM at each site. It will be necessary for the contractor personnel to arrive at each site early enough to clear out everyone still using the transfer site so that gates can be closed within the specified timeframe.

It is **critically important** that all gates are opened and closed within the specified timeframes. The contractor shall ensure that gates are both secured open (chained to the gate post) and properly closed and locked as required.

Failure by the contractor to open or close a gate at the scheduled times, or to properly secure a gate to the gate post when in the open position, will constitute a failure to perform.

The penalty for each failure to perform—including failure to open, failure to close, or failure to properly secure a gate—shall be equal to the **daily bid price for the affected transfer site**.

If the Contractor fails to meet these requirements at more than one transfer site on the same day, the total penalty shall be the **sum of the daily bid prices for each affected transfer site**.

End of Scope of Services Section

**D. SAMPLE SERVICES CONTRACT**

(This is a sample of the agreement that the successful bidder will be required to execute and return to the FNSB prior to issuance of a purchase order. Some sections may change to reflect the terms and conditions of this IFB.)

1. PARTIES. The parties to this contract are the **FAIRBANKS NORTH STAR BOROUGH** ("Borough"), and **Contractor Name**. ("Contractor").
2. DUTIES. The Contractor shall perform the duties specified in Borough **IFB Number 27003**, ("Solicitation"). The Contractor understands that the Borough makes no representation that it will look exclusively to the Contractor for the type of services requested. The Contractor will perform its duties under this agreement as an independent contractor.
3. QUALITY OF WORK. The Contractor will perform its duties pursuant to (a) the specifications in the solicitation and (b) the Contractor's specifications or representations in its solicitation submittal. Should the specifications of the solicitation and the specifications or representations of the Contractor's resulting submittal differ, the higher specification is applicable and will control. The Contractor will perform its duties in a professional, workmanlike manner, and, if there are no specifications, in compliance with the standards of the Contractor's trade.
4. CONTRACT PRICE. The Borough will pay the Contractor **as per Attachment I – Bid Form – in IFB 27003**. The Borough will pay on the following terms: upon receipt of itemized invoices. Invoice payments will be made within thirty (30) days of Project Manager's approval.
5. CONTRACT TERMS. The Contractor's duties begin **July 1, 2026**. This agreement will end by its own terms, or the Contractor will complete performance no later than **June 30, 2027**.
6. CONTRACT RENEWAL OPTION.
  - 6.1. The Borough reserves the option to renew this contract upon written agreement of both parties for one (1) additional one-year period. All renewals are to be for a period of one year at the same terms, conditions, and price set forth herein.
  - 6.2. However, the Contractor, at least 90 days prior to the contract anniversary date, may request in writing, changes to the terms, conditions and pricing. Approved changes cannot constitute substantial changes to the contract and must be supported with appropriate written documentation.
  - 6.3. The approval of any change(s) is at the sole determination of the Borough.
  - 6.4. If the Request for Proposal, upon which the original contract was issued, provides for changes to terms, conditions and pricing for a renewal period based on changes in price/cost indices or other criteria, the changes set forth in the RFP will prevail.
7. FACILITIES AND LICENSES. The Contractor will provide all facilities, equipment, supplies, services, and personnel necessary to carry out its duties under this agreement. The Contractor will obtain all necessary permits and other authorizations that are required by law to perform the services. During the contract term, the Contractor will remain in good standing under all such permits, and will comply with all applicable statutes, regulations, and ordinances.

8. OWNERSHIP OF DOCUMENTS. The Borough owns all specifications, proposals, notes, logs, photographs, and all other documents that the Contractor develops in the performance of this agreement. The Borough may use these documents without additional compensation to the Contractor. For one year after the Borough's final payment to the Contractor under this agreement, the Contractor will, at the request of the Borough, provide the Borough with any materials related to or developed in the performance of this agreement. The Borough will pay the Contractor for reasonable search and copying charges related to such requests.
9. INSURANCE REQUIREMENTS. The contractor shall obtain, and maintain in force, the insurance coverage specified in the IFB document. By submitting a bid, the contractor agrees to all terms and conditions in the IFB document regarding insurance.
10. PERFORMANCE BOND. During the term of the contract, and if required by the solicitation, the Contractor shall obtain maintain in force a Performance Bond in the amount of **NA**, in a form approved by the Borough.
11. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS PROVISION.
  - 11.1. The Contractor shall defend, hold harmless and indemnify the Borough, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, (1) the Contractor's performance or non-performance of its duties under this contract; and/or (2) any defect in any services provided by the Contractor. This duty to defend, indemnify, and hold harmless shall include the Contractor's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either the Borough's sole negligence or its willful misconduct.
  - 11.2. This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.
  - 11.3. "Contractor" and "Borough" as used in this section, include the employees, agents, sub-contractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.
12. TERMINATION.
  - 12.1. Both parties may agree in writing to terminate this agreement at any time; either party may terminate the contract if the other party fails to perform in the manner called for in the contract and fails to cure within the time specifically set forth elsewhere in this agreement or within a reasonable time if no time is specifically set forth; the Borough may terminate the contract for its own convenience on thirty (30) days written notice; and the agreement will terminate if the Borough Assembly fails to appropriate necessary funds or repeals all or substantially all of the appropriations which fund this agreement.
  - 12.2. In case of default by the contractor, for any reason whatsoever, the Borough may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost or other remedies under law or equity.

- 12.2. If this contract is terminated, the contractor has no further duty to perform other than that work reasonably necessary to stop work in a safe and workmanlike manner. Likewise, if this contract is terminated, the Borough has no further duty to pay the contractor except for the work satisfactorily completed or goods delivered and accepted, as of the date of termination, and the additional work completed as being reasonably necessary to stop work in a safe and workmanlike manner.
13. IMPOSSIBILITY TO PERFORM. The contractor is not liable for any failure to perform its obligations under this agreement, if that failure is caused by any unforeseeable force beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this agreement, such forces shall mean any emergency under the Alaska Disaster Act (AS 26.23); war (whether declared or not); revolution; invasion; insurrection; riot; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment, or labor because of priority, allocation, or other regulations of any governmental authorities.
14. EQUAL OPPORTUNITY. The Contractor will fulfill all its legal duties under the civil rights laws of the State of Alaska and the United States, including, but not limited to AS 18.80, and the Civil Rights Act of 1964, 42 U.S.C. sec. 2000a and following. When subcontracting work, the Contractor agrees to use practices that assure equal opportunity to companies owned by women and minorities.
15. CONTRACT DOCUMENTS.
- 15.1. If the parties enter into this agreement as a result of a Borough **Invitation for Bid**, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: This agreement, the specifications in the Invitation for Bid as issued by the Borough, and the Contractor's bid form.
- 15.2. The Borough purchase order to be issued for this work is a contract document. The terms specified on the Borough purchase order for this work are subordinate to those in all other contract documents. This clause does not alter the order of predominance of contract documents as specified in other subsections of this section.
16. ETHICS. Contractor acknowledges Section 16.44.030 of the Fairbanks North Star Borough Code and agrees to abide by the terms of this ordinance, as follows:
- 16.1 "It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore."
- 16.2. "It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order."
17. RELEASE. The Borough assumes no responsibility for the loss or damage of Contractor's property placed on or in Borough Owned property and the Contractor hereby expressly releases and discharges the Borough from any and all liability for loss or damage to such property. The Borough shall have the sole right to collect and sell or otherwise dispose of all articles left by the Contractor in any Borough facility fifteen (15) days after the termination of this agreement.

18. OTHER.

- 18.1. The Contractor may not assign any duties under this agreement without the prior written consent of the Borough.
- 18.2. This agreement binds the successors, heirs, personal representatives, and any assigns of the parties.
- 18.3. Time is of the essence of this contract.
- 18.4. Neither party waives its rights under this agreement if it fails to object when the other party fails to perform.
- 18.5. Before paying the Contractor, the Borough may deduct the amount of any debt from any source that the Contractor owes to the Borough.
- 18.6. The laws of the State of Alaska will govern the interpretation of this agreement. Any action arising from this contract will be filed in Fairbanks, Fourth Judicial District, State of Alaska.
- 18.7. This agreement may be amended only in writing.
- 18.8. The contract documents constitute the entire agreement between the parties, and supersede all prior agreements, representations, and negotiations.

Any terms of this Agreement, by their nature, extend beyond the expiration or termination of this contract shall remain in effect until fulfilled

19. REPRESENTATIVES. Each party may deliver notices under this agreement to the representative and address listed below:

Borough Representative:	Brian Dianoski, Project Manager Solid Waste Collection District 455 Sanduri St Fairbanks, AK 99701	P. O. Box 71267 Fairbanks, AK 99707
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Contractor Representative: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**FOR THE CONTRACTOR:**

**FOR THE FAIRBANKS NORTH STAR BOROUGH:**

\_\_\_\_\_  
Authorized Signatory  
(This signatory has the legal authority to bind the party)

\_\_\_\_\_  
Grier Hopkins, Borough Mayor

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

**APPROVED:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borough Attorney

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
April Trickey, MMC, Borough Clerk

\_\_\_\_\_  
Date



**F. CERTIFICATION OF NO CONFLICT OF INTEREST**

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Borough, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage (FAR 2.101, 2 CFR 200.319(b)).
- B. "Person" includes a bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, including their employees or agents; and also includes any FNSB employee or FNSB agent who has, or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made. (FAR 9.505-2).
- C. The bidder/offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest or a violation of FNSBC §16.44.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

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- E. The bidder/offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder/offeror shall immediately make a full disclosure in writing to the FNSB Chief Procurement Officer, P.O. Box 71267, Fairbanks, AK 99707 of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder/offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

ACKNOWLEDGMENT	
_____ (Authorized Representative and Affidavit)	_____ Signature/Date

Violation of this clause may be cause for termination by default (FAR 52.249-8).

**G. NO RESPONSE FORM**

If you choose not to respond to this Invitation to Bid, please email this form back to the Fairbanks North Star Borough at your earliest convenience, to [procurement@fnsb.gov](mailto:procurement@fnsb.gov).

IFB: 27003

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone & Email: \_\_\_\_\_

**Reason for No Response:**

Project Capacity: \_\_\_\_\_

Cannot bid competitively: \_\_\_\_\_

Cannot meet delivery requirements: \_\_\_\_\_

Cannot meet specifications: \_\_\_\_\_

Do not want to do business with FNSB: \_\_\_\_\_

\*Other: \_\_\_\_\_

\_\_\_\_\_

Suggested changes for next IFB: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*Other reasons for not responding might include insufficient time to respond, do not offer the product or service, specifications are too stringent, scope of work is too small or too large, unable to meet insurance or bonding requirements, cannot meet delivery or schedule requirements, etc.

**H. BIDDER'S CHECK LIST**

Bidders are advised that, notwithstanding any instructions or inferences elsewhere in this Invitation for Bid, only the documents shown on this sheet need be submitted with and made part of their bid. Other documents may be required after bid time, but prior to award. Bidders are advised that failure to submit the documents shown on this sheet and return the forms in the condition indicated

**SHALL RENDER THE BID NON-RESPONSIVE.**

**NOTE: Only those items marked by an (X) are required**

<b>X</b>	An original signature must be on the Cover Sheet, Page 1 of the Invitation for Bid.
<b>X</b>	Complete FNSB Bid Form with an original Signature.
<b>X</b>	The person signing the bid must initial erasures or other changes made to the Bid form sheet. Note: "White Out" or other liquid correction methods must be initialed.
<b>X</b>	Completed Non-Collusion Affidavit must be completed and submitted with bid.
<b>X</b>	Completed Certification of No Conflict of Interest must be submitted with bid.
<b>X</b>	All addenda issued that require acknowledgment may be acknowledged in the space provided on the Bid form or by manually signing (original signature) the Addendum Sheet and submitting it prior to the bid opening.
<b>X</b>	Current W9 form.
<b>Within ten days from publishing Notice to Award</b>	The bidder must provide insurance as noted in bid document, and as required, within ten days of notice of award.
<b>Within ten days from publishing Notice to Award</b>	The bidder must include their current Alaska Business License number on the cover sheet of this IFB prior to bid submittal, or provide a copy of the business license, within ten days of notice of award.

**I. BID FORM**

**1. METHOD OF AWARD:**

Award will be made to the low responsive, responsible bidder meeting all requirements. This award is for the specified equipment and services only.

**2. FOB POINT:**

Fairbanks North Star Borough  
Solid Waste Collection District  
455 Sanduri Street  
Fairbanks, AK 99701

**3. PROMPT PAYMENT DISCOUNT:**

Indicate discount for prompt payment here:\_\_\_\_\_. Note that the discount will not be used to evaluate the bid and is not a factor in the method of award.

**Please Note:**

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. Prices quoted in bids must be exclusive of federal, state and local taxes. If the bidder believes that certain taxes are payable by the Borough, the bidder may list such taxes separately, directly below the bid price for the affected item.

**4. LOT ONE**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
Item # 1	<b>Farmers Loop East Transfer Site</b> 301 Old Steese Highway North Fairbanks, AK 99712	365	Day	\$	\$
Item # 2	<b>Farmers Loop West Transfer Site</b> 2180 Farmers Loop Road Fairbanks, AK 99709	365	Day	\$	\$
Item # 3	<b>Chena Pump Transfer Site</b> 2395 Old Chena Ridge Road Fairbanks, AK 99709	365	Day	\$	\$
Item # 4	<b>Badger Road Transfer Site</b> 889 Holmes Road, North Pole AK 99705	365	Day	\$	\$
Item # 5	<b>Ester Transfer Site</b> 2595 Little Shot Road Fairbanks, AK 99709	365	Day	\$	\$
				<b>Total:</b>	

Addendum No.(s) \_\_\_\_ is/are hereby acknowledged.

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Title/Name (Print or Type)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Email Address