

INVITATION TO BID

INVITATION NUMBER 2517S071

RETURN THIS BID TO THE ISSUING OFFICE AT:



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

THIS IS NOT AN ORDER

DATE ITB ISSUED: February 27, 2017

ITB TITLE: De-icing Sodium Chloride

SEALED BIDS MUST BE SUBMITTED TO THE STATEWIDE CONTRACTING AND PROCUREMENT OFFICE AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 2:00 PM (ALASKA TIME) ON MARCH 21, 2017 AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

DELIVERY LOCATION: See the "Bid Schedule"

DELIVERY DATE: See the "Bid Schedule"

F.O.B. POINT: FINAL DESTINATION

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (1) the bidder has a valid Alaska business license, or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one of the following forms of evidence must be submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default. Bids must be also submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

 Becky Gattung CONTRACTING OFFICER	1) _____ COMPANY SUBMITTING BID	7) _____ ALASKA BUSINESS LICENSE NUMBER (Is name on license same as Item 1?)
	2) _____ PRINTED NAME	8) DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
TELEPHONE NUMBER: 907-465-8949	3) _____ EMAIL ADDRESS	9) DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
	4) _____ AUTHORIZED SIGNATURE	
FAX NUMBER: 907-465-3124	5) _____ TELEPHONE NUMBER	10) _____ DATE
EMAIL: becky.gattung@alaska.gov	6) _____ FEDERAL TAX ID NUMBER	

State of Alaska ITB 2517S071
De-icing Sodium Chloride

INSTRUCTIONS TO BIDDERS:

1. INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

2. BID FORMS: Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.

3. SUBMITTING BIDS: Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

<p>Bidder's Return Mailing Address:</p> <p style="text-align:center">Department of Transportation & Public Facilities Statewide Contracting & Procurement P.O. Box 112500 Juneau, Alaska 99811-2500</p> <p style="text-align:center">Physical Address: 3132 Channel Dr., Suite 145, Juneau, AK 99801</p> <p>ITB No.:2517H020 Opening Date: <u>February 13, 2017</u></p>

4. PRICES: The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities 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 without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that 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 State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

5. VENDOR TAX ID NUMBER: If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

6. FILING A PROTEST: A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

CONDITIONS:

1. AUTHORITY: This ITB is written in accordance with AS 36.30 and 2 AAC 12.

2. COMPLIANCE: In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

3. SUITABLE MATERIALS, ETC.: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

4. SPECIFICATIONS: Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

State of Alaska ITB 2517S071
De-icing Sodium Chloride

5. FIRM OFFER: For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.

6. EXTENSION OF PRICES: In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

7. BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

8. CONSOLIDATION OF AWARDS: Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "*INSTRUCTION TO BIDDERS*", "*FILING A PROTEST*" above.

9. CONTRACT FUNDING: Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

10. CONFLICT OF INTEREST: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

11. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

12. SUBCONTRACTOR(S): Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

13. FORCE MAJEURE (Impossibility to perform): The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; 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. LATE BIDS: Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.

15. CONTRACT EXTENSION: Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. DEFAULT: In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

17. DISPUTES: If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

18. CONSUMER ELECTRICAL PRODUCT: AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

19. SEVERABILITY: If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

20. GOVERNING LAW; FORUM SELECTION: A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

State of Alaska ITB 2517S071
De-icing Sodium Chloride

SPECIAL CONDITIONS:

1. ORDER DOCUMENTS: Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

2. BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

3. CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

PREFERENCES:

1. ALASKA BIDDER PREFERENCE: Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

2. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public - AS 36.30.321(i).

3. USE OF LOCAL FOREST PRODUCTS: In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

4. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE: When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

5. ALASKA PRODUCT PREFERENCE: A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

6. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

7. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

8. PREFERENCE QUALIFICATION LETTER: Regarding preferences 6 and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 6 or 7 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened, and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the State to disallow the preference.

ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. For information in obtaining applicable licenses, offerors should contact the Department of Community and Economic Development, Division of Corporations, Business and Professional Licensing:

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>

Phone: (907) 465-2550

Email: license@alaska.gov

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

ALASKA BIDDER PREFERENCE: An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

- (1) holds a current Alaska business license at the time designated for bid opening;
- (2) submits a proposal for goods or services under the name appearing on the bidder's current Alaska business license;

- (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Statement

In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

If the bidder is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Commissioner's Office at one of the following numbers no later than 10 days prior to bid opening to make any necessary arrangements.

Telephone: (907) 465-8949
Fax: (907) 465-3124

Callers with telephone accessibility needs are encouraged to call the Alaska Relay Service. The Alaska Relay Service provides telephone accessibility to people who are deaf, hard-of-hearing or speech disabled. Callers should be prepared to provide the specific phone number at the Department of Transportation & Public Facilities that they wish to call:

Alaska Relay Service Phone Numbers and websites:

Voice or TTY:	dial 711 (if voice, wait on line for representative to answer)
TTY:	1-800-770-8973 (text only)
Voice:	1-800-770-8255
VCO Direct:	1-800-770-6108 (Voice Carry Over)
ASCII:	1-800-770-3919
STS:	1-866-355-6198 (Speech to Speech)
Spanish:	1-866-355-6199
IP Relay:	www.sprintrelayonline.com (Internet Relay)
Website:	www.AlaskaRelay.com

COMPLIANCE WITH ADA: By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

PREFERENCE QUALIFICATION: In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

CONTRACT PERFORMANCE LOCATION: By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive, or cancel the contract.

HUMAN TRAFFICKING: By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>.

Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract.

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in a one-time purchase of sodium chloride used as an ice control on statewide roadways maintained by the Department of Transportation & Public Facilities in Kodiak, Alaska.

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also serves as notice of the State's intent to award a contract(s) to the bidder(s) indicated. A copy of the

Notice of Intent will be emailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders, are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

PAYMENT FOR STATE PURCHASES: Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement which establishes a lower interest rate or precludes the charging of interest.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of the Contracting Officer of record within the Department of Transportation, Statewide Contracting & Procurement.

SHIPPING DAMAGE: The State will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the contractor with written notice when damaged goods are received. The State will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.

Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

MANUFACTURER AND MODEL OFFERED: Unless otherwise specified, when manufacturer and model names are used to specify the type and quality of the goods desired, bidders must clearly indicate the manufacturer and model names they intend to provide. The bidder's failure to identify the manufacturer and model offered may cause the State to consider the offer nonresponsive and reject the bid.

ANNOTATED LITERATURE: Bidders must annotate their product literature to identify for the State the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the State, will cause the State to consider the offer nonresponsive and reject the bid.

SUPPORTING INFORMATION: The State strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the contracting officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the State reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the State and may include the requirement that a bidder will provide a sample product(s) so that the State can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the State, will cause the State to consider the offer nonresponsive and reject the bid.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those which could affect price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for nonresponsiveness.

CONTRACT PERIOD: From date of award through final delivery.

CONTRACT PRICES: Contract prices are to remain firm throughout the duration of the contract.

PRICE DECREASES: During the period of the contract all price decreases experienced by the contractor must be passed on to the State. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

EVIDENCE OF COMPLIANCE: The Contractor must submit written confirmation with their bid that the product offered meets all State specifications and Federal FAA requirements set forth in the ITB.

Bidders must submit the following with their bid:

- 1. Material Safety Data Sheets; and**
- 2. Certified test results from an independent laboratory, dated within 90 days of bid** opening demonstrating clear indication that the offered chemical conforms to each specification set forth in this ITB.
- 3. Identify bladder manufacturer/brand and model number on page 17 AND submit a sample of the bladder.**

Within 24 hours from issuance of the Notice of Intent to Award a Contract, the bidder must submit evidence that they will have an adequate supply of the specified bladders to complete this contract. Evidence may be in the form of a receipt from the bag supplier or written statement from the supplier, signed by an authorized representative, verifying the quantity and model specifications.

The State reserves the right to verify and approve evidence of compliance.

The bidder's failure to submit the above evidence with their bid may cause the State to determine the bid non-responsive and reject the bid.

Throughout the contract term, the Contractor must submit proof of certified lab results within thirty (30) days of the State's written request.

ACCEPTANCE TEST: At any time, the state may test samples of the product offered to determine if specifications within the ITB are met. If testing is performed, the appropriate test methods as described in the "Specifications" will be used. The contractor will be allowed to observe testing if requested in writing. If testing is performed at an independent lab, the contractor will be notified of the laboratory's location and contact information.

If the product fails to meet the ITB specifications the State will, at its option, reject delivery. See REJECTION on page 20.

ALTERATIONS OR SUBSTITUTIONS: The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB or substitutions of product throughout the contract period. The State will not pay for alterations or substitutions that are not approved in advance and in writing by the contracting officer.

DELIVERY CONFIRMATION: Bidders must obtain a written confirmation from both the supplier and the shipper that the items offered are scheduled for production and transport in sufficient time to meet scheduled delivery dates. A copy of the supplier's and shipper's confirmation may be included with the bid or submitted within five (5) calendar days of State's request. **The bidder's failure to provide supplier and delivery confirmation may cause the State to consider the bid non-responsive and reject the bid.**

ADVANCE NOTICE OF DELIVERY REQUIRED: The Contractor must provide the F.O.B. destination with a 48 hour advance notice of each delivery. Failure to provide advance notice may delay the State's ability to accept the shipment.

After normal business hours, most State maintenance yards are unattended, yet secured and therefore inaccessible. Therefore, deliveries will only be accepted at the final destination during normal State business hours; Monday through Friday, excluding State holidays, 8am to 4:30pm unless other prior arrangements are made with the State's designated contact as instructed above. All stations must be available for deliveries with no penalty to the contractor during those designated normal business hours. All after normal business hour deliveries must be pre-approved by the State's designated contact for that destination. However, prior approval to deliver outside normal business hours is not guaranteed due to lack of available personnel or other scheduling conflicts. Any additional costs (personnel and equipment) incurred by the State to accommodate deliveries made outside normal business hours will be solely at the contractor's expense. Note: Overtime wages and minimum call out requirements are subject to the State Office of Personnel and union bargaining agreements. Disclosure of the approximate amount of additional costs may be acquired upon request from the State's designated contact at the time the arrangement is made. Upon the State's request, the contractor shall submit in writing, their acceptance of responsibility for any additional costs and their intended delivery schedule.

DELIVERY: Bid price must include freight to the final destination. The State will provide equipment and labor to off-load product at time of delivery. The contractor shall determine the type of vehicle used for all deliveries **except those otherwise specified on the Bid Schedule**. If utilizing a van, loads must be adequately stacked and spaced to allow for offloading without damage to the bladders or bags. The State will not accept vans that are double stacked or loads that are not properly secured to pallets and have shifted so severely that the load cannot be safely unloaded without damage. Bladders/bags may not overhang the pallet. **Double-stacked vans or poorly secured loads will be rejected at the contractor's expense.** The contractor shall remedy the rejected shipment within 72 hours.

Delivery must be made within the timeframe specified in the "Bid Schedule" with no exceptions. The Bid Schedule identifies two dates for each location. These dates represent a "no sooner than" and "no later than" delivery requirements. Delivery MUST be made within this time period. By signature on

page one of the ITB, the bidder guarantees delivery to each location within the timeframe set forth in the "Bid Schedule".

PROOF OF DELIVERY (POD): Proof of Delivery (POD) must be presented to the receiving on-site DOT/PF representative at the time of delivery. The POD must provide an area to report the DOT/PF receiving representative's printed name and signature. The contractor's delivering agent is responsible to insure the printed name is legible. The legible POD is essential for timely payment of invoices (page 13). Shipments may be refused if POD is not presented at time of delivery.

LIQUIDATED DAMAGES FOR LATE DELIVERY: Late delivery will cause the State to suffer damages. Actual damages will be difficult to assess; therefore, it is mutually agreed that the contractor will pay the state damages at the rate of \$100 dollars per occurrence for each calendar day beyond the delivery date called for in the ITB.

BID GUARANTEE: Bids must be accompanied by a bid guarantee in the form of a Certified or Cashier's check in the amount of \$5,000 made payable to the State of Alaska. Bid Bonds will not be accepted. The bid guarantee of each successful bidder will be retained until that bidder has furnished a satisfactory Performance Bond or Individual Surety. If the successful bidder fails to deliver the required Performance Bond or Individual Surety within the time required, the bid guarantee will be forfeited to the State of Alaska. The bid guarantee of each unsuccessful bidder will be returned as soon as practical after award has been made.

Failure to submit a bid guarantee in the proper form and amount, by the time set for opening of bids, will cause the State to determine the bid non-responsive and reject the bid.

PERFORMANCE BOND: Any posted performance bond will ensure performance over the entire term of the contract. In the event it becomes necessary for the State to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly perform and complete all obligations and work under said contract in accordance with the terms of the performance bond. The performance bond is to be in the amount of the total contract value (applicable to lots in excess of \$200,000).

PAYMENT BOND: In accordance with AS 36.30.01, a posted payment bond guarantees the successful payment to all subcontractors and suppliers during the performance of this contract over the entire term of the contract. If the contractor fails to provide payment for labor performed and materials and supplies furnished during the performance of this contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly complete all payment obligations under said contract in accordance with the terms of the payment bond. A payment bond is also required and shall be in the amount of the total contract value (applicable to lots in excess of \$200,000).

INDIVIDUAL SURETY: In lieu of a performance and payment bond, a successful bidder may post an individual surety to ensure performance over the entire term of the contract. In the event it becomes necessary for the State to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the individual surety will be declared as liquidated damages and become due and payable to the State. By signature on this ITB, the bidder acknowledges this condition and voluntarily relinquishes any and all claims to the entire individual surety. The individual surety may be in any of the following forms:

- **CERTIFIED OR CASHIER'S CHECK:** A certified or cashier's check, made payable to the State of Alaska in the amount of the total contract value (applicable to lots in excess of \$250,000).

OR

- **SPECIAL NOTICE ACCOUNT OR CERTIFICATE OF DEPOSIT:** A special notice account book or certificate of deposit, made payable to the State of Alaska in the amount of the total contract value (applicable to lots in excess of \$250,000).

Failure to supply this document within the time required will cause the State to declare the bidder non-responsible and to reject the bid.

ORDERS: At this time, funding prevents the State's use of IRIS to issue individual Purchase Orders. Orders under this ITB will be placed by Delivery Order issued from the Statewide Contracting and Procurement Office. It is our intent to issue the Delivery Order by April 3, 2017.

F.O.B. POINT: The F.O.B. points are various locations within the State of Alaska as specified on the "Bid Schedule". Specific address, contact name and phone number for each DOT/PF Maintenance Station are identified by Region and attached. The contractor will be required to prepare the items for shipping and to ship them to the ultimate destination specified in the State's order. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the State. **The cost of all shipping and delivery must be included in the bid price.**

INVOICES: Invoices must be sent directly to the ordering Regional Office as identified below. The ordering agency will only make payment after receipt of product, the itemized invoice and weight ticket or Proof of Delivery (POD). Question concerning payment must be addressed to the ordering Region.

Invoices must be submitted as follows:

1. One invoice per location.
2. Invoices must clearly identify the Delivery Order and Lot numbers, item description, quantity, unit price and extended price.
3. POD signed with name printed must accompany invoices –
 - Delivery agents for the Contractor are responsible for insuring that the printed name is legible on the POD.
 - POD's must clearly identify the date delivered, item description to include color of paint and tote number and quantity.

Invoices for partial deliveries will not be accepted. Partial payments will not be made. Invoices must be submitted to:

Southcoast Region Finance Office
P.O. Box 112506
Juneau AK 99811-2506
Phone: (907) 465-1777

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of State agencies when third party financing agreements are permitted, they will not be allowed under this contract.

PACKAGING: The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment, off loading and short-term warehouse storage.

QUANTITIES: The quantities referenced in this ITB represent the State's firm quantity purchase.

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the delivered product. The State will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.

METHOD OF AWARD: Award will be made by lot to the lowest responsive and responsible bidder. There are 2 lots. In order to be considered responsive for a lot, bidders must bid on all items within that lot.

SPECIFICATIONS

Specification 1:

SODIUM CHLORIDE; TYPE 1, GRADE 1

Must meet the requirements of the most current revision of ASTM D632 Type 1, Grade 1 and shall be obtained from natural deposits or man produced. Minimum 95% NaCl chemical composition.

Maximum water content at delivery to the F.O.B. Point shall not exceed 3% based on dry weight.

Packaged for delivery in bladders. Bladder size (within 2000-2500 lbs.) to be determined by bidder.

<u>Sieve Size</u>	<u>Percent Passing (by weight)</u>
12.5mm (1/2")	100
9.5mm (3/8")	95 to 100
4.75mm (No. 4)	20 to 90
2.36mm (No. 8)	10 to 60
0.600mm (No. 30)	0 to 15

Specification 2:

SODIUM CHLORIDE; TYPE 1, GRADE 2

Must meet the requirements of the most current revision of ASTM D632 Type 1, Grade 2 and shall be obtained from natural deposits or man produced. Minimum 95% NaCl chemical composition.

Maximum water content at delivery to the F.O.B. Point shall not exceed 3% based on dry weight.

Packaged for delivery in bladder. Bladder size (within 2000-2500 lbs.) to be determined by bidder.

<u>Sieve Size</u>	<u>Percent Passing (by weight)</u>
19 mm (3/4")	100
4.75mm (No. 4)	20 to 100
2.36mm (No. 8)	10 to 60
0.600mm (No. 30)	0 to 15

PACKAGING REQUIREMENTS

BLADDER REQUIREMENTS: Bidders may determine the size of bladder as long as each bladder weighs **no less than 2000 lbs. and no greater than 2700 lbs.** The State reserves the right to specify the size of bladder at any location if noted on the Bid Schedule. All bladders shall be new and unused.

Bladders must have 3-6 mil polyethylene liners that shall be adequately secured to provide a waterproof closure. The liner must be secured to the body of the bladder so that liners DO NOT separate from the body of the bag. The body of the bladder shall be made of 6-8 oz./sq. yd. uncoated woven polypropylene containing U.V. inhibitor, and the top of bladder, as well as top filling inlet, shall be made of 6 1/4 oz./sq. yd. uncoated woven polypropylene containing U.V. inhibitor.

SPECIFICATIONS

The top filling inlet of the bladder shall be 14" to 22" diameter x 16" to 21" tall, with nylon or similar type and strength of synthetic tie cord sewn on at mid-height. There shall be an 18" to 30" discharge chute on the bottom with a #6 nylon tie cord or 40" to 48" web tie. The bladders are to have four (4) top lifting loops (minimum 6,000 lb. tensile strength nylon webbing). Loops must provide a minimum of 6,000 lb. tensile strength with a synthetic product similar in strength, durability and UV and water resistance such as polypropylene or nylon strap webbing. **The length of each loop shall be no less than ten inches.** Loads delivered that do not meet these requirements will be rejected and refused. All costs to correct the load will be at the Contractor's expense. See REJECTION below.

Bladders shall be secured to standard non-returnable type pallet of suitable size to provide full coverage top and bottom deck. Pallets must be of appropriate strength with a slip sheet sufficient to prevent bags from settling between slats and of the appropriate size to accommodate loading and unloading of the vehicle chosen by the Contractor for delivery. **Palletized bladders must be stretch wrapped with plastic of minimum thickness of 6 mils. At delivery, all pallet loads must be straight and stable, suitable for reshipping without further adjustments.** Damaged pallets jeopardizing the useable condition of the product or hindering the safe off-loading, transfer and use of bladders shall be rejected at the Contractor's expense.

REJECTION: Any product may be rejected if it fails to conform to these specifications. If the product fails to meet specifications the State will, at its option, cancel the contract, or allow the contractor to replace the defective product. In no instance will the State pay any cost associated with the remedy for the defective product. The return shipment of refused product will be at the Contractor's expense at no additional cost to the State. At its option, the State may consider a cost adjustment from the contractor in lieu of replacement product. The cost reduction shall be based on the State's assessment of damages as a result from either sampling and testing or the condition of the shipment upon delivery.

SAMPLING AND TESTING: The State may require sampling and testing throughout the contract period. Testing will be at the State's expense and will use appropriate test methods per the "Specifications" to determine if the product offered meets all requirements as stated in the Invitation to Bid (ITB). The contractor will be allowed to observe the tests if requested in writing. If testing is performed at an independent lab, the contractor may be notified to redirect the sample to a laboratory as determined by the State. The State shall provide 48-hour advance notice to the contractor of the name, location and contact information of the independent lab performing the tests.

BID SCHEDULE

1) May other State of the Alaska political subdivisions such as cities, towns, boroughs and school districts at their option purchase from this contract? (Check one) yes_____ no_____
(The bidder's response does not affect the evaluation of the bid nor award of the contract.)

The Bid Schedule is available in MS Excel format upon request.

Submitted by:

Business Name: _____

Address: _____

Contact: _____

Phone: _____

Toll Free: _____

Fax: _____

Email: _____

BID RESPONSE CHECKLIST:

1. Completed Page One
2. Material Safety Data Sheets (page 10)
3. Evidence of Compliance to Specifications (page 10)
4. Bid Guarantee (page 12)
5. Completed Bid Schedule (pages 17-18). *Note: Bidders need not respond to all lots, only lots submitted for the State's consideration are required.
6. All Mandatory Return Amendments

ITB page 10, #3 requirement:

LOT#: _____

Manufacturer of bladder: _____ Model #: _____

Contact Name: _____ Email: _____ Ph. _____

LOT#: _____

Manufacturer of bladder: _____ Model #: _____

Contact Name: _____ Email: _____ Ph. _____

SOUTHCOAST REGION**Lot No. 1 - Sodium Chloride; Type 1, Grade 1; per Specification No. 1 (Delivered in bladders)****LOT 1 - Delivered in bladders - size selected by Bidder**

<u>F.O.B. Point</u>	<u>Bidder Selected Bladder Size in lbs.</u>	<u>Quantity (Tons)</u>	<u>Price/Tn</u>	<u>Total Extended Price</u>	<u>Deliver Not Before</u>	<u>Deliver No Later Than</u>
Kodiak Maintenance Station 1500 Anton Larson Rd., Kodiak, AK 99615 Bruce McNeil Ph: 487-4952 Cell: 539-7072	_____	100	\$ _____	\$ _____	<u>July 5, 2017</u>	<u>October 31, 2017</u>

Manufacturer & Brand: _____ NaCl: _____ %
(The Bidder's failure to provide this information may cause the bid to be rejected as non-responsive)

Lot No. 2: Sodium Chloride; Type 1, Grade 2; per Specification No. 2 (Delivered in bladders)**LOT 2 - Delivered in bladders - size selected by Bidder**

<u>F.O.B. Point</u>	<u>Bidder Selected Bladder Size in lbs.</u>	<u>Quantity (Tons)</u>	<u>Price/Tn</u>	<u>Total Extended Price</u>	<u>Deliver Not Before</u>	<u>Deliver No Later Than</u>
Kodiak Maintenance Station 1500 Anton Larson Rd., Kodiak, AK 99615 Bruce McNeil Ph: 487-4952 Cell: 539-7072	_____	100	\$ _____	\$ _____	<u>July 5, 2017</u>	<u>October 31, 2017</u>

Manufacturer & Brand: _____ NaCl: _____ %
(The Bidder's failure to provide this information may cause the bid to be rejected as non-responsive)