

# INVITATION TO BID (ITB) NUMBER 2517S072

## 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 99801-2500

**THIS IS NOT AN ORDER**

**DATE ITB ISSUED:** March 15, 2017

**ITB TITLE:** M&O Traffic Marking Paint Federally Funded

**SEALED BIDS MUST BE SUBMITTED TO THE STATEWIDE CONTRACTING & PROCUREMENT OFFICE AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 2:00 PM ON APRIL 5, 2017, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.**

**DELIVERY LOCATION:** Various locations see the Bid Schedule

**DELIVERY DATE:** See 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 notification of 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 statement 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 (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.

 Chris Hunt PROCUREMENT OFFICER	1) _____ COMPANY SUBMITTING BID	7) _____ ALASKA BUSINESS LICENSE NUMBER (Is name on license the same as Item 1?)
	2) _____ PRINTED NAME	8) _____ DATE
	3) _____ EMAIL ADDRESS	
TELEPHONE NUMBER: 907-465-8448	4) _____ AUTHORIZED SIGNATURE	
FAX NUMBER: 907-465-3124	5) _____ TELEPHONE NUMBER	
EMAIL: chris.hunt@alaska.gov	6) _____ FEDERAL TAX ID NUMBER	

## STANDARD TERMS AND CONDITIONS

### **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.

Bidder's Return Address

Department of Transportation & Public Facilities  
Statewide Contracting & Procurement  
P.O. Box 112500  
Juneau, AK 99811-2500

Physical Address: 3132 Channel Dr., Suite 350, Juneau, AK 99801

ITB No.: 2517S072

Opening Date: April 5, 2017

**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.

**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.

## STANDARD TERMS AND CONDITIONS

- 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.

### **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.

**ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:** Prior to the award of a contract, a bidder must hold a valid Alaska business license. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing for information on these licenses.

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

Phone: (907) 465-2550

Email: [license@alaska.gov](mailto: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 statement that the bidder has applied and paid for the Alaska business license.

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

**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 Department of Transportation & Public Facilities at one of the following numbers no later than 10 days prior to bid opening to make any necessary arrangements.

Telephone: (907) 465-8448

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)

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Voice: 1-800-770-8255  
VCO Direct: 1-800-770-6108 (Voice Carry Over)  
ASCI: 1-800-770-3919  
STS: 1-866-355-6198 (Speech to Speech)  
Spanish: 1-866-355-6199  
IP Relay: [www.sprintrelayonline.com](http://www.sprintrelayonline.com) (Internet Relay)  
Website: [www.AlaskaRelay.com](http://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.

**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 one-time purchase of Federal funded paint, beads, solvents and waterborne paint for various locations in Alaska for the Department of Transportation & Public Facilities.

**CONTRACT PROVISIONS:** For purposes of this bid, specific contract provisions, based on the applicable funding source, apply to each lot as follows:

**Required Contract Provisions for Federal-Aid Contracts,** Form Fed-Aid (09/11) pages 1 through 7 is attached to this document. This contract incorporates the provisions by reference, with the same force and effect as if they were given in full text. The Contractor must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

**CONTRACT FUNDING:** The funding of the resultant contract will be provided by the U.S. Federal Highways Administration (FHWA). Federal funds are identified and appropriated for the first term of the contract. Payment and performance obligations for additional terms of the contract are subject to the availability and appropriation of funds.

**STATEMENT OF FINANCIAL ASSISTANCE:** Statement of Financial Assistance: This Procurement is subject in part to financial assistance grants agreement between the State of Alaska and both the U.S. Department of Transportation and the Federal Aviation Administration.

**Sec. 36.30.890. Federal Assistance**

If a procurement involves the expenditure of federal funds or federal assistance and there is a conflict between a provision of this chapter or a regulation adopted under a provision of this chapter and a federal statute, regulation, policy, or requirement, the federal statute, regulation, policy, or requirement shall prevail.

**2 AAC 12.730. Federal Assistance**

If a procurement involves the expenditure of federal funds or requires federal assistance and there is a conflict between a provision of this chapter and federal statute, regulation, policy, or requirement, the procurement officer shall comply with the federal statute, regulation, policy, or requirement. Authority: AS 36.30.040; AS 36.30.890

**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 provides 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 mailed 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 that establishes a lower interest rate or precludes the charging of interest.

**PROMPT PAYMENT FOR STATE PURCHASES:** The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated

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

**BRAND AND MODEL OFFERED:** Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired (“or equivalent”), bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered may cause the state to consider the offer non-responsive 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 non-responsive 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 non-responsive 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 that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the



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ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

**CONTRACT PERIOD:** The length of the contract will be from the date of award, approximately April 17, 2017 through January 31, 2018.

**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.

**INDEPENDENT LAB TEST REQUIRED AT BID OPENING:** Bidders must submit test results performed and signed by an independent lab certifying that the products offered are in compliance with the State's paint and reflective glass bead specifications. Tests must be submitted for each type and color of paint. Reflective glass beads for Highways must be independently tested. Tests must be current within one hundred and eighty (180) days.

Failure to submit required tests may cause the state to determine the bid non-responsive and reject the bid.

**ALTERATIONS:** The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the contracting officer.

**DELIVERY:** The "Bid Schedule" identifies a delivery date for each F.O.B. Point. This date represents a "no later than" Deliveries shall be made as specified on the Bid Schedule. By signature on page one of the ITB, the bidder guarantees delivery to each location within the timeframe set forth in the Bid Schedule. Deliveries will only be accepted at the final destination during normal State working hours (8am – 4:30pm), Monday through Friday. **Deliveries to the State's maintenance yards in ALL LOTS must be made by open flat bed trailers ONLY. Drums of paint and palletized beads shall be loaded on the flat bed trailers in single tier ONLY. Any deliveries made to those destinations in enclosed vans will be refused.** Any additional costs to re-deliver to meet these requirements shall be the responsibility of the contractor.

**ADVANCE NOTICE OF DELIVERY:** The contractor must notify the freight company that delivers the order that the state facility receiving the order requires 48 hours advance notice of delivery.

**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. Bonds will not be accepted as a bid guarantee. 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 bonds 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. A performance bond is to be in the amount of 100 percent (100%) of the total bid amount (applicable only to bids in excess of \$150,000).

**INDIVIDUAL SURETY:** In lieu of a performance 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 one hundred percent (100%) of the total bid amount (applicable only to bids in excess of \$150,000).

**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 one hundred percent (100%) of the total bid amount (applicable only to bids in excess of \$150,000).

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

**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 to be in the amount of 100 percent (100%) of the total bid amount (applicable only to bids in excess of \$150,000).

**ORDERS:** Orders will be placed by the regional procurement office in the form of a Purchase Order by email.

**F.O.B. POINT:** The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items

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remains with the contractor until the items have been delivered to their final destination and are accepted by the State.

**INVOICES:** Invoices must be submitted as follows:

1. One invoice per Lot/location number.
2. Invoices must clearly identify the Purchase Order and Lot number, item description, quantity, unit price and extended price.
3. Proof of Receipt (POD), signed and printed name 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 the appropriate office identified on the Bid Schedule. The State will not make payment until receipt of the deliverable and the invoice has occurred. The invoices and any questions regarding payment should be directed to:

DOT/PF -M&O  
6860 Glacier Hwy.  
Juneau, AK 99801  
PH: (907) 465- 4655

**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.

**CONTINUING OBLIGATION OF CONTRACTOR:** Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

**PACKAGING:** The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment and warehouse storage.

**QUANTITIES:** The quantities referenced in this ITB are firm. Orders will be placed by the regional procurement offices in the form of a Purchase Order issued through the Department's Procurement system.

**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 finished item. The state will reject any item that does not

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meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.

**INSPECTION:** The State reserves the right to inspect those areas of the bidder's place of business that relate to the performance of the contract with or without prior notification.

**METHOD OF AWARD:** Award will be made by Lot to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items within the lots.

## SPECIFICATIONS

### **HIGHWAY STANDARDS:**

#### **Applicable Documents:**

**Alaska DOT/PF “Standard Specifications for Highways” 2015 Edition; SECTION 643 TRAFFIC MAINTENANCE, SECTION 670 TRAFFIC MARKINGS, SECTION 708 PAINTS and SECTION 712 MISCELLANEOUS as cited herein.**

**643-2.01 MATERIALS.** Provide materials for traffic control devices conforming to the following requirements:

8. Interim Pavement Markings. Apply markings according to Section 670 and the manufacturer's recommendations. Use Paint conforming to Subsection 708-2.03 with glass beads conforming to Subsection 712-2.08.

**708-2.03 PAINT FOR TRAFFIC MARKINGS.** Use the following:

3. The current State of Alaska DOT&PF maintenance specification for pavement marking paint.

**712-2.08 GLASS BEADS.** Meet AASHTO M 247 Type I, with a moisture resistant coating to avoid clumping of the beads.

### **PRODUCT TESTING**

Prior to shipment, the Department, or its designated agent, will be given safe access to the plant to inspect and randomly sample all products being offered for shipment. Samples obtained for Quality Assurance purposes will be tested by an independent laboratory for compliance with the State's paint and reflective glass bead specifications. The bidder shall bear all costs associated with quality assurance and independent laboratory acceptance testing of the material and such testing shall be considered subsidiary to the product's unit price. The Department will reject materials when the samples do not meet product quality specifications. The contractor will have 72 hours to correct the product before delivery.

Designated Agent:

Mayes Testing Engineers, Inc.

20225 Cedar Valley Road, Ste. 110

Lynnwood, WA 98036

(425) 742-9360

State of Alaska Contract No. P02522027

Alaska DOT&PF's Welding and Coatings Inspection Consultant, Mayes Testing Engineers, will be acting as DOT&PF's Agent to randomly select bulk paint containers for sampling, witness the sampling by the paint manufacturer, secure the sample(s) and ensure delivery to a qualified paint testing laboratory for the performance of DOT&PF selected test procedures.

**GENERAL REQUIREMENTS:**

A. FEDERAL COMPLIANCE: Throughout the execution of this contract, the Contractor must adhere to the Code of Federal Regulations, Title 49, Part 180.605. <http://ecfr.gpoaccess.gov>

B. SILENCE OF SPECIFICATION: The apparent silence of this specification and supplemental specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only materials and workmanship of first quality are to be used. ANY exception to this specification may be cause for rejection of the bid.

C. MANUFACTURE: The ingredient materials shall be mixed and ground to produce a homogeneous paint free of foreign material, which will not thicken, liver, gel, curdle, or settle during storage of up to six months. The paint must dry to an elastic adherent finish and show no appreciable discoloration when a thin section is exposed to sunlight. The vendor shall replace any paint which has become unfit for use, either due to leakage of containers or any other reason not due to handling by user.

D. FORMULATION: The manufacturer who furnishes paint under this specification will be required to supply the formulation of their product and no deviation from this formulation will be permitted without authorization from the State of Alaska. Samples of ingredient materials may be required at any time. The manufacturer's formulation will be treated as a confidential matter, and will not be divulged without their consent.

E. TEST RESULTS: State decisions as to acceptability shall be considered final.

F. FRESH PAINT ONLY: All paint supplied by this contract must be fresh. Paint may not be re-manufacturer, reconditioned or made in part using any components extracted from previous batches. Paint must be clean, bright and mixed no more than 60 days prior to shipment. Containers shall clearly show the date of manufacture on the outside of the drum. Paint received in non-compliance will be refused at the Contractor's expense.

It is the contractor's responsibility to ensure that each container of paint delivered is compliant to State specifications. A contractor's failure to comply with this requirement will cause the State to seek remedies under breach of contract.

G. PROCESS: The manufacturer shall assume all costs arising from the use of patented materials, equipment, devices or processes used on, or incorporated in the work, and agrees to indemnify and save harmless the Department and its duly authorized agents from suits of law, or actions of any nature for, or on account of the use of any patented materials equipment, devices, or processes.

H. SUITABILITY: The paints provided under this contract must be suitable for application using standard or airless traffic painting equipment. All paints provided shall provide durable pavement markings, primarily on asphalt concrete surfaces but are still suitable for Portland cement concrete applications. Provide paints of the fast-dry type, suitable for lowest temperature

and highest humidity applications. Submit limitations and recommended storage, equipment and methods of application with Compliance with Specifications under each Specification.

I. **PRODUCT SUPPORT:** Provide email telephone support for users to contact with any questions or comments about use and storage of the materials provided herein. Respond to all email and telephone inquiries from Alaska DOT&PF personnel within 1 business day. If at all possible, provide personnel living in Alaska for product support.

### **SPECIFICATION NO. 1**

**SOLVENT BASED TRAFFIC MARKING PAINT, LOW VOC – WHITE, YELLOW, Black, Blue, and RED:**

#### **1. COMPOSITIONAL REQUIREMENTS:**

- A. **Pigment Composition:** Pigments shall be first quality paint grade pigments. The inert or filler pigments must be of a type and quality generally recognized as first quality paint grade products, and shall not contribute to settling of the paint in storage or be so hard as to cause excessive wear of the spray application equipment.
- B. **Vehicle or Resinous Binder Composition:** The vehicle may be any combination of natural or synthetic resinous materials that are not prohibited per this specification. All resins used must be permanently capable of re-dissolving in the solvent combination used in the paint. Paint and binder combinations shall minimize build-up of the paint on the sides of tanks, paint lines, and clogging of spray equipment from un-dissolvable skins.

#### **2. SOLVENT BASE TRAFFIC MARKING PAINT REQUIREMENTS:**

CHARACTERISTIC	MINIMUM	MAXIMUM	TEST METHOD
Viscosity @ 77°F, (25°C), KU	75	90	ASTM D562
Weight per Gallon at 77°F, (25°C)	11.0	—	ASTM D1475
Fineness of Grind, Hegman	2	-	ASTM D1210
Drying Time for no-pick-up, Minutes	-	10	ASTM D711
Contrast Ratio @ 5 mils DFT, White and Colors (Black)	0.95 (1.0)	-	See “H” below
Colors: Yellow 33538; White: 37925; Blue 35180; Red 31136; Black 37038 or approved equals	Pass		FED-STD-595C
Volatile Organic Compounds (VOC), grams/liter (lbs./gallon)	-	150 (1.25)	EPA 40 CFR Part 59, ASTM D3960
Total Solids, % by weight	70	-	ASTM D2369
Total Solids, % by Volume	43	-	ASTM D2697

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- A. **Prohibited Materials:** The manufacturer must certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents (such as Methylene Chloride), or any carcinogen, as defined in 29 CFR 1910.1200.
- B. Manufacturer's recommended equipment, temperatures, humidity and any other limits for safe and proper application, use, as well as storage of these materials and containers.
- C. Condition in Container: For a minimum of one year from the date of manufacture, the paint shall meet each of the following conditions:
- (1) Not show excessive settling in a freshly opened full can
  - (2) Show no curdling, livering, caking, lumps, skins, or color separation
  - (3) Be easily re-dispersed when mixed with a paddle
  - (4) Be easily re-dispersed after 5 minutes of mechanical shaking using a standard commercial paint shaker
- D. Water Resistance: Guaranteed water resistant when applied properly.
- E. Weathering: Guaranteed against cracking and weathering under extreme conditions when applied properly.
- F. Storage Stability:
- (1) The material shall not show evidence of heavy caking or settling which requires mechanical means to return the product to usable condition for a period of one year from the date received by the State of Alaska.
  - (2) There shall be no viscosity increase of 5 Krebs Units over the originally reported viscosity after aging in the container or decomposition of the product. Field examination of previously unopened containers shall not disclose evidence of undissolvable gelatinous vehicle separation, heavy skin formation, or corrosion of the container of batches in storage one year or less. Containers stored under adverse conditions such as uncovered areas unprotected from the elements shall show no evidence of the above conditions over a period of 6 months from date of shipment from manufacturer.
- G. Application Temperature: The manufacturer's recommended minimum application temperature (air, surface and material) shall be 40° Fahrenheit or lower.
- H. Dry opacity for both Solvent and Waterborne Paints: On a black/white Leneta chart, Form 2A Opacity; draw down a film of the sample covering both black and white portions of the chart. Use an appropriate gap draw-down blade that will produce a 5 mil Dry Film Thickness (DFT). Dry the specimen 24 hours at 25°C. Use a suitably calibrated filter photometer, conforming to ASTM Designation: E 1347, to measure alternately the 45°/0° daylight luminous directional reflectance (Y) of the specimen over the white and black portions of the chart. Calculate dry opacity as follows: Dry Opacity = Reflectance over black / Reflectance over white. (Example: Dry Opacity = 82% ÷ 85% = 0.965)



ASTM D2805 is an acceptable alternative for the specified Dry Opacity test in Section H. When ASTM D2805 is used the Contrast Ratio required shall be a minimum of 0.95 for White and Yellow and the thickness requirement shall be changed to 5 mils Dry Film thickness (DFT).

**3. SOLVENT BASE PAINT PACKAGING AND MARKING:**

Where specified, solvent based materials shall be supplied in either:

- 1) non-returnable 55 gallon drums
- 2) returnable bulk containers of no less than 250 gallons

**A. DRUMS – NON-RETURNABLE**

Where specified, the material shall be supplied in new or reconditioned 55 gallon, pressure-tested, removable-lid steel drums that conform to all applicable DOT, EPA OSHA or other Federal requirements. All paint furnished shall be shipped in clean, open head drums. “Clean” is defined as drums that are free of any debris or paint remnants from previous shipments. One end of the drum shall have a completely detachable head. The heads shall be of uniform size and type, so that the recessed part of the head will make contact with the top edge of drum over the entire circumference. The head shall be securely fastened to the top of the drum by means of a lever ring lock or by ring lock with bolt fastener. The hardware shall be galvanized or of non-corrosive metal. The assembly shall be coated with a lubricant to further protect from corrosion and facilitate easy removal.

Drums must have new gaskets to ensure an airtight seal. The head and a portion on the side of each drum shall be painted the same color as the traffic paint contained therein. Each barrel shall be filled to four inches from the top edge of the barrel rim. Drums of paint are to be shipped single tier only.

**B. BULK STEEL CONTAINERS - RETURNABLE**

Where specified, the materials shall be supplied in new or clean reconditioned, reusable bulk containers that comply with all applicable DOT, EPA OSHA or other Federal and State requirements. All paint furnished shall be shipped in clean containers.

“Clean” is defined as containers that are free of any debris or paint remnants from previous shipments. Any paint received with debris or obvious contamination will be returned to the Contractor. These containers shall be sized to safely contain for transport and use in Alaska from 250 to 400 gallons of paint.

Containers shall be provided with a top opening of at least 16 inches in diameter with new gaskets. The container shall have vents that prevent rain water entering the vents and seeping inside. The bottom of containers shall be fitted for forklift pickup from all four sides and will be a 2” male cam-lock fitting. In order for containers to fit existing DOT&PF equipment, the Contractor will supply specific sized returnable containers to some locations as noted in the Bid Schedule. Specific requirements include square

shaped containers or a specific sized round shaped container with a square bottom dimension of 48" x 48".

a) Containers

- i. Steel containers are to have vents that must prevent rain water entering the vents and seeping inside.
- ii. The bottom of containers shall be fitted for forklift pickup from all four sides and will have a 2" male cam-lock fitting.
- iii. All containers must be cleaned and free of all debris. Any container with any type of contaminates will be immediately returned to the Contractor. Replacement of contaminated containers is required with fourteen days (14) working days following notification to the Contractor. All costs associated with returning and replacing contaminated containers will be the Contractors responsibility. The Contractor's failure to provide replacement containers in the time specified will result in forfeiture of the Contractor's bond.

C. MARKING

Each container shall be labeled or stenciled to show the following (abbreviations may be used):

- (a) Specification Number 1 or 2
- (b) Color (letters minimum 3" high on 55 gallon and larger containers)
- (c) Batch Number
- (d) Date of Manufacturer
- (e) Quantity in Container
- (f) Container ID number (letters minimum 3" high on 55 gallon and larger containers)
- (g) Manufacturer's Name and Address
- (h) Information and Warnings as may be required by Federal and State Laws
- (i) Tare Weight of Empty Container

In addition, a paint patch on the side of each barrel is required to facilitate identification of contents.

**4. RETURN OF SOLVENT BASE PAINT CONTAINERS**

The bid price submitted must include the cost to return the "returnable" solvent base paint containers from the final destination. Partial to full containers may be held by the State for up to 27 months with no additional cost to the State. The State will return ship containers, freight collect, per instructions provided by the Contractor.

The State reserves the right to relocate the bulk containers for use at other regional destinations; however any additional charges in doing so become the State's responsibility. The State may request that a container be shipped from a location other than the original destination only after the State has negotiated additional shipping costs,

if any, with the Contractor.

If a container is lost or damaged beyond repair while in the possession of the State, the State shall reimburse the Contractor the replacement cost. Bidders shall indicate on the Bid Schedule, the State's cost to replace. Failure to identify the replacement cost on the Bid Schedule will be construed by the State as "no cost".

**COMPLIANCE TO SPECIFICATIONS NO. 1:**

Bidders must submit the following, for Specification No. 1 with their bid in order to be considered responsive:

- (1) Specification Number.
- (2) Certified test reports of all colors of solvent based paint from an independent laboratory (performed within 180 days of bid opening) confirming compliance with bid specifications.
- (3) Manufacturer's recommended coating for solvent based marking paint adhesion to glass beads
- (4) Material Safety Data Sheets for each formulation
- (5) Notarized Affidavits of Compliance signed by the authorized representative of both the manufacturer and the bidder, indicating all paint product(s) submitted for bid are compliant with these specifications.)
- (6) Notarized Affidavits of Compliance signed by the authorized representative of both the manufacturer and the bidder, indicating all drums and containers submitted for bid are compliant with these specifications.
- (7) Manufacturer's recommended equipment, temperatures, humidity and any other limits for safe and proper application, use, as well as storage of these materials and containers.
- (8) Product Support Contact: name, address, email and telephone number(s).

**SPECIFICATION NO. 2**

**TRAFFIC PAINT SOLVENT**

Traffic Paint Solvent shall be the traffic paint manufacturers recommended solvent for use in cleaning State painting equipment ensuring total compatibility between the solvent and paint and shall provide total paint performance per the paint specifications.

**TRAFFIC PAINT SOLVENT PACKAGING AND MARKING:**

**A. PACKAGING**

Where specified, solvent materials shall be supplied in either:

- 1) 55 gallon drums
- 2) 5 gallon containers

Solvent packaging must be suitable for the contents and meet all applicable safety and transportation requirements. The Marking and Return requirements of Specification 1 apply to Traffic Paint Solvent containers.

## B. MARKING

Each container shall be labeled or stenciled to clearly identify the contents [PAINT SOLVENT] and the manufacturer's name and address

## C. PROHIBITED MATERIALS

The manufacturer must certify that the Traffic Paint Solvent does not contain mercury, lead, hexavalent chromium, halogenated solvents (such as Methylene Chloride), or any carcinogen, as defined in 29 CFR 1910.1200.

## SPECIFICATION 3

ACRYLIC WATERBORNE TRAFFIC PAINT – WHITE, BLACK, YELLOW and RED:

- A. Low VOC: Paint offered must be a low VOC, ready-mixed, one-component 100% acrylic waterborne traffic marking paint, of polymer grade FASTRACK 5408, meeting the requirements of Federal Specification TT-P-1952F, Type II made for fast drying, and Table 1 tests except that Dry Opacity required for White and colors shall be 0.95 and shall be tested as specified under SPECIFICATION NO. 1, Section 2.H. These paints must have a no-pick-up time of less than 10 minutes when tested in accordance with ASTM D711. The product must not promote asphalt cracking. Must have the ability to be applied hot or cold with waterborne compatible striping equipment. Product must be available in bulk containers of no less than 250 gallons OR 55 gallon drums OR where specified, 5 gallon containers.

**Table 1. Quantitative Requirements**

CHARACTERISTIC	MINIMUM	MAXIMUM	TEST METHOD
Consistency	80	90	ASTM D562
Volatile organic content (VOC), grams/liter	---	150	ASTM D3960
Solids by volume <sup>1</sup>			ASTM D2697
Yellow or white	60	---	
Other Colors	58	---	
Pigment, percent by weight	60	62	ASTM D3723
Dry opacity - White and colors	0.95	---	See Spec. 1, Sec. 2, "H"
Black	1.00		
Directional reflectance of white paint, percent	85	---	ASTM E1347
Drying time for not pick up, minutes	---	10	ASTM D711
Fineness of dispersion, Hegman	3.0	---	ASTM D1210
Heat-shear stability, consistency, KU <sup>2</sup>	68	105	TT-P-1952F
Bleeding ratio	0.95	---	ASTM D868

<sup>1</sup> Manufactures may calculate this requirement from batch card data, but in case of dispute the method specified in Table 2 must be used.

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<sup>2</sup> TT-P-1952F, Section 4.3.13 Heat-shear stability. One pint of the paint is sheared in a kitchen blender at high speed to 65°C. The blender should have a tight-fitting lid and taped to minimize volatile loss. When the paint reaches 65°C, stop the blender, immediately can and apply a cover. Let cool a minimum of 12 hours and examine for gelling or other signs of instability. Evaluate for compliance with 3.2.8.

3.2.8 Heat-shear stability. When tested as specified in 4.3.13, the sample shall not show signs of gelling or other instability. The consistency shall be in compliance with Table 1.

- A. Colors: Per Federal Standard 595C: White - 37925; Black – 37038; Yellow - 33538 or 33655 and; Red - 31136
- B. Application Temperature: The manufacturer's recommended minimum application temperature (air, surface and material) shall be 50° Fahrenheit or lower.
- C. Water Resistant: Guaranteed water resistant and resistant to weathering or cracking under extreme conditions when applied properly.
- D. Prohibited Materials: The manufacturer must certify that the product does not contain mercury, lead, hexavalent chromium, toluene, chlorinated solvents, hydrolysable chlorine derivatives, ethylene-based glycol ethers and their acetates, or any carcinogen, as defined in 29 CFR 1910.1200. Test for lead and chromium to show that the paint meets the requirements of Federal Specification TT-P-1952F.
- E. Cold Flexibility: The paint shall be applied to an aluminum Q panel at a wet film thickness of 15 mils and allowed to dry at room temperature (65-80F) and ambient humidity (40-70% RH) for 24 hours. A cylindrical mandrel apparatus (per ASTM D522 method B) shall be put in a 40 F refrigerator when the paint is drawn down. After 24 hours, the aluminum panel with dry paint shall be put in the 40F refrigerator with the mandrel apparatus for 2 hours. After 2 hours the panel and test apparatus shall be removed and immediately tested to according to ASTM D522 to evaluate cold flexibility. Paint must show no evidence of cracking, chipping or flaking when bent 180 degrees over a 12.7mm (0.5 inch) mandrel. It is important that neither the paint nor apparatus is allowed to warm up owing to handling or exposure to warm air any longer than necessary.
- F. Polymer Identity: The paint must use 100% FASTRACK 5408 as the sole binder material. Polymer identity must be confirmed using the fluorescent marker test provided by the polymer manufacturer. Polymer identity must also be confirmed by FTIR match in the polymeric fingerprint region to a known reference polymer sample.

**ACRYLIC WATERBORNE TRAFFIC PAINT PACKAGING AND MARKING:**

Where specified, acrylic waterborne materials shall be supplied in either:

- 1) non-returnable and disposable bulk containers of no less than 250 gallons
- 2) 55 gallon drums
- 3) 5 gallon containers

### 1) BULK CONTAINERS – NON-RETURNABLE AND DISPOSABLE

The materials shall be supplied in non-returnable, new or clean recycled intermediate bulk containers that comply with all applicable DOT, EPA OSHA or other Federal and State requirements. These containers shall be built to safely contain acrylic waterborne traffic paints for transport and use in Alaska. The bottom of containers shall be fitted for forklift pickup from all four sides and will have a 2” male cam-lock fitting on top and bottom.

Container construction shall consist of:

Outer Container: Rectangular grid box made of tubular steel material for protection of the polyethylene inner tank.

Inner Container: Rectangular blow molded tank of high density polyethylene (HDPE) with filling opening in the middle of the top section. Discharge opening at the bottom of the front side.

**Example:**



### 2) DRUMS – NON-RETURNABLE AND DISPOSABLE

Where specified, the material shall be supplied in new or reconditioned 55 gallon, pressure-tested, removable-lid steel drums that conform to all applicable DOT, EPA OSHA or other Federal requirements. All paint furnished shall be shipped in clean, open head drums.

“Clean” is defined as drums that are free of any debris or paint remnants from previous shipments. One end of the drum shall have a completely detachable head. The heads shall be of uniform size and type, so that the recessed part of the head will make contact with the top edge of drum over the entire circumference. The head shall be securely fastened to the top of the drum by means of a lever ring lock or by ring lock with bolt fastener. The hardware shall be galvanized or of non-corrosive metal. The assembly shall be coated with a lubricant to further protect from corrosion and facilitate easy removal.

Drums must have new gaskets to ensure an airtight seal. The head and a portion on the side of each drum shall be painted the same color as the traffic paint contained therein. Each barrel shall be filled to four inches from the top edge of the barrel rim. Drums of paint are to be shipped single tier only.

### CONTAINER MARKING

Each container shall be labeled or stenciled to show the following (abbreviations may be used):

- (a) Name: Paint, Traffic, Waterborne
- (b) Specification: No. 3 and TT-P-1952F, Type II

- (c) Color
- (d) Batch Number
- (e) Date of Manufacture
- (f) Quantity Paint in Container
- (g) Container ID number
- (h) Information and Warnings as may be required by Federal and State Laws
- (i) Manufacturer's Name and Address
- (j) Tare weight of empty container

In addition, a paint patch on the side of each barrel is required to facilitate identification of contents.

**COMPLIANCE TO SPECIFICATION NO. 3:**

Bidders must submit the following with their bid in order to be considered responsive:

- (1) Specification Number
- (2) Certified test reports of all colors of waterborne paint from an independent laboratory (performed within 180 days of bid opening) confirming compliance with bid specifications
- (3) Manufacturer's recommended coating for waterborne paint adhesion to glass beads
- (4) Material Safety Data Sheets for each formulation
- (5) Notarized Affidavits of Compliance signed by the authorized representative of both the manufacturer and the bidder, indicating all product(s) submitted for bid are compliant with these specifications.
- (6) Notarized Affidavits of Compliance signed by the authorized representative of both the manufacturer and the bidder, indicating all drums and containers submitted for bid are compliant with these specifications.
- (7) Manufacturer's recommended equipment, temperatures, humidity and any other limits for safe and proper application, use, as well as storage of these materials and containers.
- (8) Product Support Contact name, address, email and telephone number(s).

**Waterborne Paint Testing Procedures:**

Federal Specification TT-P-1952F tests shall be submitted on waterborne paint formulated within two years of the Invitation to Bid (ITB). The reduced suite of tests listed below in Table 1 tests shall be submitted on paint formulated within 180 days of the ITB. The bidder shall also bear the cost of Quality Assurance (QA) "Fingerprint" testing on two samples of the paint randomly selected from the Alaska order by Alaska DOT&PF's Welding and Coatings Inspection Consultant, Mayes Testing Engineers. Mayes will be acting as DOT&PF's Agent to randomly select two (2) bulk paint containers for sampling, witness the sampling by the paint manufacturer, secure the sample(s) and ensure delivery to Future Labs, a qualified paint testing laboratory, for the performance of the following DOT&PF selected test procedures:

Quality Assurance Testing for Waterborne Paint:

- 1. ASTM D562 Consistency (Viscosity)
- 2. ASTM E1347 or E1349 Directional Reflectance of white paint with 45:0 or 0:45 Geometry

3. ASTM D2697 Solids by Volume
4. ASTM D2621 Infrared Identification

Test results shall be reported directly by e-mail to the following DOT&PF Staff:

Chris Hunt, Procurement Specialist II  
chris.hunt@alaska.gov

## **SPECIFICATION NO. 4**

### **REFLECTIVE GLASS BEADS – FOR HIGHWAYS**

- 1. SCOPE:** This specification covers glass beads to be dropped or sprayed upon pavement markings so as to produce a reflectorized pavement marking. Use glass bead coatings that provide a moisture resistant coating to prevent clumping. Glass beads shall also be treated with adhesion promoting and/or flotation coatings for each bead and paint combination as specified by the manufacturer of the paint. Ensure that beads conform to the heavy metal toxicity limits of EPA 40 CFR 261.24.

**HIGHWAY BEADS:** Meet AASHTO M 247, Type I

## **2. PACKAGING AND MARKING:**

### **A. BAGS: 50 pounds**

Where specified, the spheres shall be packed in moisture resistant, clean, leak proof multi-wall bags of pinch bottom construction (glued top and bottom, not stitched) suitable for the extreme circumstances presented during transportation to remote areas of Alaska. Bag construction shall consist of four (4) 50 lb. natural kraft layers and one (1) .8 mil HDPE.

- (1) Bags shall be palletized and shrink wrapped with plastic of minimum thickness of 5 mils to prevent water seepage and bursting during shipment.
- (2) The State will order full pallets only.

**Example of plastic pallet:**



### **B. BULK BAGS: 2,000 – 2,400 pounds.**

Where specified, the spheres will be shipped in new or reconditioned 34" x 34" x 36" "chase type" returnable polypropylene bags with the following features:

- (1) 6 oz. weave material;
- (2) fully opened closure skirt on top;



- (3) 20" discharge chute on bottom with block on spout – 2 cm wide to PP woven tie;
- (4) 4 top-lift loops of adequate length to allow lifting by a control hook when full;
- (5) 40" X 40" X 88" – 2.5 mil. polyethylene inner liner assembled to prevent liner from slipping and clogging chute during discharge;
- (6) secure bags to standard wooden 42" x 42" non-returnable type pallet; full coverage with pallet jack accessible bottom - 2" max gap; pallets must be of appropriate strength to prevent bags from sagging through the top deck.
- (7) shrink wrapped with plastic of minimum thickness of 5 mils for protection and to prevent water seepage.
- (8) at time of delivery, all pallet loads must be straight and stable, suitable for reshipping without further adjustments

All bags supplied by this contract must be new and delivered dry and undamaged. Open, torn or ripped bags shall be rejected. Rejected bags and replacement product shall be at the Contractor's expense. All bags shall be non-returnable and become the property of the State upon receipt and acceptance at the final destination.

#### C. REFLECTIVE GLASS BEAD BAG MARKING

Each bag shall be labeled to show the following (abbreviations may be used):

- (1) Name: Reflective Glass Beads, Highway
- (2) Specification: AASHTO M 247, Type I
- (3) Batch Number
- (4) Date of Manufacturer;
- (5) Net Quantity in Container(s)
- (6) MSDS and any other information and/or warnings as may be required by Federal and State Laws
- (7) Manufacturer's Name and Address

#### **COMPLIANCE TO SPECIFICATION NO 4:**

**Bidders must submit the following with their bid in order to be considered responsive:**

- (1) Note the specification number
- (2) Certified test reports for highway type of reflective glass beads from an independent laboratory (performed within 180 days of bid opening) confirming compliance with bid specifications for each type of glass bead
- (3) Material Safety Data Sheets for each type of glass bead
- (4) Statement of Compliance signed by authorized representative of the firm verifying that bead coatings used for the solvent based and waterborne traffic paints meet the paint manufacturer's recommendations.
- (5) Notarized Affidavits of Compliance signed by the authorized representative of both the manufacturer and the bidder indicating all products submitted for bid are compliant with these specifications
- (6) Notarized Affidavit of Compliance signed by authorized representative of both the manufacturer and the bidder, indicating all containers submitted for bid are compliant with these specifications
- (7) Manufacturer's recommended equipment and any other limits for safe and proper application, use, as well as storage of these materials and containers

(8) Product Support: Contact name, address, email and telephone number(s)

Materials and containers used in this contract on the basis of a manufacturer's certificate of compliance may be tested at any time, whether in place or not. If the materials or containers are found to not meet contract specifications, they may be rejected and ordered removed and replaced with acceptable materials at no extra charge to the State.

### **REPORTING, TRACKING AND INVENTORY OF RETURNABLE BULK CONTAINERS**

This section applies to the bulk steel containers (approx. 345 gallons) only. All other method of containers shall be non-returnable. Reporting, tracking and inventory of bulk steel containers is required for northbound and southbound shipments for the purpose of ensuring each container is returned to the contractor per the terms of the contract.

#### **Detailed Shipping Manifest Required Prior to Delivery:**

The Contractor must submit a detailed shipping manifest to the Contracting Officer prior to each shipment. Failure to provide the manifest in advance of delivery may result in refusal of the shipment at the F.O.B. destination.

Manifests must identify the following for each returnable bulk container:

1. Contract No. 2517S072
2. Region Southcoast
3. F.O.B. Point(s)
4. State's Purchase Order
5. Container ID number
6. Color of Paint
7. Size of Container
8. Sailing date (or indicate if shipment is pending)

Weekly, until all orders have been scheduled for shipment, the contractor must update manifests and submit electronically to the Contracting Officer at: [chris.hunt@alaska.gov](mailto:chris.hunt@alaska.gov)

STATE OF ALASKA ITB # 2517S072  
M&O Traffic Marking Paint Federally Funded

*Example of Shipping Manifest:*

CA 2517S072 Southeast Region			Date Submitted: 3/23/17		
1) F.O.B.	2) State's Purchase Order #	3) Container # PS = Pending Shipment	4) Paint Color	5) Container Size	6) Sailing Date PS = Pending Shipment
Haines	16000005506	5555	Y	345 gal.	3/22/17
Haines	16000005516	29305	Y	345 gal.	3/22/17
Haines	16000005528	7908	Y	345 gal.	3/22/17
Haines	16000005529	PS	Y	345 gal.	PS
Haines	16000005530	PS	Y	345 gal.	PS
Haines	16000005541	PS	W	345 gal.	PS
Haines	16000005543	PS	W	345 gal.	PS
Juneau	16000005555	7777	W	345 gal.	3/20/17
Juneau	16000005557	2530	W	345 gal.	3/20/17
Juneau	16000005566	65234	W	345 gal.	3/20/17
Juneau	16000005560	PS	W	345 gal.	PS
Juneau	16000005562	PS	W	345 gal.	PS
Juneau	16000005561	PS	Y	345 gal.	PS
Juneau	16000005568	PS	Y	345 gal.	PS
Juneau	16000005570	PS	Y	345 gal.	PS
Skagway	16000005575	888	Y	55 gal.	3/21/16
Skagway	16000005576	2525	Y	55 gal.	3/21/16
Skagway	16000005578	8367	W	55 gal.	3/21/16

### Relocation of Bulk Containers:

If the State exercises its right to relocate a bulk container from the original shipped to destination, the location of the tote must be reported to the Contractor on a Tote Relocation Form. The form is available from the State or the Contractor may propose an alternate version of the form for prior approval by the Contracting Officer.

### Return of Bulk Containers:

The return of the bulk containers shall proceed as follows:

1. Maintenance station personnel will provide notice to the Contractor and identify the container number(s) for return
2. The Contractor shall provide instructions and a written return authorization (RA) number that identifies all containers being returned under that RA.

### Inventory:

The Contractor must maintain a current inventory of all bulk containers shipped and returned by the State under this contract. Upon the State's written request, the Contractor must submit the most current inventory within 20 business days.

STATE OF ALASKA ITB # 2517S072  
M&O Traffic Marking Paint Federally Funded

*Example of Contractor's Inventory:*

**CA 2517S072**

**Southeast Region:**

**Date: 12/1/17**

<b>F.O.B.</b>	<b>State's Purchase Order #</b>	<b>Container # PS = Pending Shipment</b>	<b>Paint Color</b>	<b>Container Size</b>	<b>Sailing Date PS = Pending Shipment</b>	<b>Relocate to /TRA #</b>	<b>Return to FOB/ TRA #</b>	<b>RA No.</b>	<b>Date Rec'd</b>
Haines	16000005630	5555	Y	345 gal.	3/22/17	Skagway/173	174	159	09/17/17
Haines	16000005632	29305	Y	345 gal.	3/22/17			7644	09/20/17
Haines	16000005634	7908	Y	345 gal.	3/22/17			65221	09/20/17
Haines	16000005635	3450	Y	345 gal.	4/1/17			77221	11/15/17
Haines	16000005640	17999	Y	345 gal.	4/1/17			22122	11/15/17
Haines	16000005642	56563	W	345 gal.	4/1/17			181819	11/15/17
Haines	16000005647	5442	W	345 gal.	4/1/17			3255	11/15/17
Haines	16000005649	89654	W	345 gal.	4/1/17				
Haines	16000005652	77755	W	345 gal.	4/1/17				

All correspondence related to the tracking of returned containers must be directed through the following:

Southcoast Region: Marcus Zimmerman,

Email: [marcus.zimmerman@alaska.gov](mailto:marcus.zimmerman@alaska.gov)

Ph: (907) 465-4655

## BID SCHEDULE

May other State of Alaska political subdivisions such as cities, towns, boroughs and school districts at their option purchase from this contract?

Check one: Yes \_\_\_\_\_ or No \_\_\_\_\_

(The bidder's response does not affect the evaluation of the bid nor award of the contract.)

### **RETURN OF BULK STEEL CONTAINERS:**

- 1) The State shall acquire the return authorization number and return instructions from the Contractor at the following:

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

*Failure to provide this information may cause the State to declare the bid non-responsive and reject the bid.*

- 2) Cost to the State to replace a lost or damaged container: \$ \_\_\_\_\_

*Failure to provide this information shall be construed by the State as "no cost".*

ORDERING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Phone: \_\_\_\_\_

Toll Free: \_\_\_\_\_

Fax: \_\_\_\_\_

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

**Bid Response Deliverables**

1. Signed Page One
2. Complete Bid Schedule (pages 29-37)
3. All applicable mandatory return Amendments
4. Certified Lab Tests (page 9)
5. Bid Guarantee (page 9)
6. Prohibited Materials Certification (Solvent Based Paint - page 16)
7. Prohibited Materials Certification (Solvent – page 20)
8. Prohibited Materials Certification (Acrylic Waterborne Paint – page 21)
9. Compliance to Specifications No. 1 (page 19)
10. Compliance to Specifications No. 3 (page 23)
11. Compliance to Specifications No. 4 (page 25)

## LOTS 1A-1B

### Solvent Based Marking Paint and Beads -Federally Funded

**LOT 1A - Iliamna, Alaska**

Lot 4 F.O.B. DOT M&amp;O #1 Airport Road, Iliamna, AK 99606

DELIVERY IS REQUIRED VIA FIRST BARGE-FINAL DELIVERY CONTINGENT UPON ROAD OPENING

Contact: Clint Anelon PH: (907) 571-1261

Email: clint.anelon@alaska.gov

Item #	Description	Container Size	Number of Containers	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
1	White Traffic Paint -Solvent Base	345 gal. Bulk Steel Container	1	345	\$	\$	\$
2	Yellow Traffic Paint-Solvent Base	345 gal. Bulk Steel Container	1	345	\$	\$	\$
3	Yellow Traffic Paint-Solvent Base	55 gal. Drum	2	110	\$	\$	\$
4	White Traffic Paint -Solvent Base	55 gal. Drum	2	110	\$	\$	\$
5	Paint Solvent	55 gal. Drum	1	55	\$	\$	\$

Item #	Description	Container Size	Number of Containers	Quantity (lbs.)	x Price per lb.	+ Freight Price per lb.	Total Extended Price
6	Marking Beads, APT	Bulk Container		4,800	\$	\$	\$

Identify the container size and number of containers based on the container size bid (2,000 or 2,400)

Total Extended Price Lot 1A:

\$

**LOT 1B - Kodiak, Alaska**

Lot 9 F.O.B. DOT M&amp;O 1500 Anton Larson Rd., Kodiak, AK 99615

DELIVERY IS REQUIRED NO LATER THAN May 15, 2017

Contact: Bruce McNeil PH: (907)487-4952

Email: bruce.mcneil@alaska.gov

Item #	Description	Container Size	Number of Containers	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
1	White Traffic Paint -Solvent Base	345 gal. Bulk Steel Container	6	2070	\$	\$	\$
2	Yellow Traffic Paint -Solvent Base	345 gal. Bulk Steel Container	5	1725	\$	\$	\$

Item #	Description	Container Size	Number of Containers	Quantity (lbs.)	x Price per lb.	+ Freight Price per lb.	Total Extended Price
10	Marking Beads, HWY	Bulk Container		16,800	\$	\$	\$

Identify the container size and number of containers based on the container size bid (2,000 or 2,400)

Total Extended Price Lot 1B:

\$

**Bid Summary**

LOT 1A Total Extended Price

LOT 1B Total Extended Price

LOT 1 TOTAL EXTENDED PRICE

\$
\$
\$

Manufacturers and Brands: \_\_\_\_\_

(The bidder's failure to provide this information may cause the bid to be rejected as non-responsive.)

## LOTS 2A-2L

### Acrylic Waterborne Marking Paint and Beads -Federally Funded

**LOT 2A - Gustavus, Alaska**

Lot 1 F.O.B. DOT M&O Gustavus Airport, Gustavus, AK 99826  
 DELIVERY IS REQUIRED NO LATER THAN May 15, 2017

Contact: Jeff Jarvis PH: (907) 697-2251  
 Email: jeffrey.jarvis@alaska.gov

Item #	Description	Container Size	Number of Containers	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
1	Yellow Traffic Paint -acrylic waterborne	55 gal. Drum	4	220	\$	\$	\$
2	White Traffic Paint-acrylic waterborne	55 gal. Drum	4	220	\$	\$	\$

Item #	Description	Container Size	Number of Containers	Quantity (lbs.)	x Price per lb.	+ Freight Price per lb.	Total Extended Price
3	Marking Beads, HWY	Bulk Container		2,400	\$	\$	\$

Identify the container size and number of containers based on the container size bid (2,000 or 2,400)

Total Extended Price Lot 2A:

\$

**LOT 2B - Haines, Alaska**

Lot 2 F.O.B. DOT M&O 720 Main St., Haines, AK 99827  
 DELIVERY IS REQUIRED NO LATER THAN May 15, 2017

Contact: Matt Boron PH: (907)766-2340  
 Email: matthew.boron@alaska.gov

Item #	Description	Container Size	Number of Containers	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
1	White Traffic Paint-acrylic waterborne	250 gal. Bulk Polyethylene Container	7	1750	\$	\$	\$
2	Yellow Traffic Paint-acrylic waterborne	250 gal. Bulk Polyethylene Container	7	1750	\$	\$	\$

Item #	Description	Container Size	Number of Containers	Quantity (lbs.)	x Price per lb.	+ Freight Price per lb.	Total Extended Price
3	Marking Beads, HWY	Bulk Container		24,000	\$	\$	\$

Identify the container size and number of containers based on the container size bid (2,000 or 2,400)

Total Extended Price Lot 2B:

\$

**LOT 2C - Hoonah, Alaska**

Lot 3 F.O.B. DOT M&O 700 Airport Way, Hoonah, AK 99829  
 DELIVERY IS REQUIRED NO LATER THAN May 15, 2017

Contact: Ken Meserve PH: (907)945-3426  
 Email:kenneth.meserve@alaska.gov

Item #	Description	Container Size	Number of Containers	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
1	Yellow Traffic Paint-acrylic waterborne	55 gal. Drum	2	110	\$	\$	\$
2	White Traffic Paint-acrylic waterborne	55 gal. Drum	2	110	\$	\$	\$

Total Extended Price Lot 2C:

\$



## LOTS 2A-2L

### Acrylic Waterborne Marking Paint and Beads -Federally Funded

**LOT 2D - Juneau, Alaska**

Lot 5 F.O.B. DOT M&O 6860 Glacier Hwy., Juneau, AK 99801  
**DELIVERY IS REQUIRED NO LATER THAN May 15, 2017**

Contact: Casey Walker PH: (907) 465-1787  
 Email:casey.walker@alaska.gov

1	White Traffic Paint-acrylic waterborne	250 gal. Bulk Polyethylene Container	10	2500	\$	\$	\$
2	Yellow Traffic Paint-acrylic waterborne	250 gal. Bulk Polyethylene Container	10	2500	\$	\$	\$
3	Yellow Traffic Paint-acrylic waterborne	55 gal. Drum	2	110	\$	\$	\$
4	White Traffic Paint-acrylic waterborne	55 gal. Drum	2	110	\$	\$	\$

Item #	Description	Container Size	Number of Containers	Quantity (lbs.)	x Price per lb.	+ Freight Price per lb.	Total Extended Price
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Identify the container size and number of containers based on the container size bid (2,000 or 2,400)

Total Extended Price Lot 2D:

\$

**LOT 2E - Ketchikan, Alaska**

Lot 6 F.O.B. 5148 N. Tongass Hwy. Ketchikan, AK 99901  
**DELIVERY IS REQUIRED NO LATER THAN May 15, 2017**

Contact: Loren Starr PH: (907) 225-2513  
 Email: loren.starr@alaska.gov

Item #	Description	Container Size	Number of Containers	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
1	White Traffic Paint-acrylic waterborne	250 gal. Bulk Polyethylene Container	4	1000	\$	\$	\$
2	Yellow Traffic Paint-acrylic waterborne	250 gal. Bulk Polyethylene Container	4	1000	\$	\$	\$
3	Yellow Traffic Paint-acrylic waterborne	55 gal. Drum	1	55	\$	\$	\$
4	White Traffic Paint-acrylic waterborne	55 gal. Drum	1	55	\$	\$	\$

Item #	Description	Container Size	Number of Containers	Quantity (lbs.)	x Price per lb.	+ Freight Price per lb.	Total Extended Price
5	Marking Beads, HWY	Bulk Container		14,400	\$	\$	\$

Identify the container size and number of containers based on the container size bid (2,000 or 2,400)

Total Extended Price Lot 2E:

\$

## LOTS 2A-2L

### Acrylic Waterborne Marking Paint and Beads -Federally Funded

**LOT 2F - King Salmon, Alaska**

Lot 7 F.O.B. DOT M&amp;O 123 Main St., King Salmon, AK 99613

DELIVERY IS REQUIRED NO LATER THAN May 15, 2017

Contact: Kyler Hylton PH: (907)246-3325

Email: kyler.hylton@alaska.gov

Item #	Description	Container Size	Number of Containers	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
1	White Traffic Paint-acrylic waterborne	250 gal. Bulk Polyethylene Container	2	500	\$	\$	\$
2	Yellow Traffic Paint-acrylic waterborne	250 gal. Bulk Polyethylene Container	3	750	\$	\$	\$
Item #	Description	Container Size	Number of Containers	Quantity (lbs.)	x Price per lb.	+ Freight Price per lb.	Total Extended Price
10	Marking Beads, HWY	Bulk Container		4,800	\$	\$	\$

Identify the container size and number of containers based on the container size bid (2,000 or 2,400)

Total Extended Price Lot 2F:

\$

**LOT 2G - Klawock, Alaska**

Lot 8 F.O.B. 1/4 Mile Airport Rd., Klawock, AK 99921

DELIVERY IS REQUIRED NO LATER THAN May 15, 2017

Contact: Tim Lacour PH: (907) 755-2229

Email: tim.lacour@alaska.gov

Item #	Description	Container Size	Number of Containers	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
1	White Traffic Paint-acrylic waterborne	250 gal. Bulk Polyethylene Container	18	4500	\$	\$	\$
2	Yellow Traffic Paint-acrylic waterborne	250 gal. Bulk Polyethylene Container	18	4500	\$	\$	\$
Item #	Description	Container Size	Number of Containers	Quantity (lbs.)	x Price per lb.	+ Freight Price per lb.	Total Extended Price
10	Marking Beads, HWY	Bulk Container		62,400	\$	\$	\$

Identify the container size and number of containers based on the container size bid (2,000 or 2,400)

Total Extended Price Lot 2G:

\$

## LOTS 2A-2L

### Acrylic Waterborne Marking Paint and Beads -Federally Funded

**LOT 2H - Petersburg, Alaska**

Lot 10 F.O.B. DOT M&amp;O 288 Mitkof Hwy., Petersburg, AK 99833

DELIVERY IS REQUIRED NO LATER THAN May 15, 2017

Contact: berry Youngberg PH: (907) 772-4624

Email: berry.youngberg@alaska.gov

Item #	Description	Container Size	Number of Containers	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
1	White Traffic Paint-acrylic waterborne	250 gal. Bulk Polyethylene Container	3	750	\$	\$	\$
2	Yellow Traffic Paint-acrylic waterborne	250 gal. Bulk Polyethylene Container	3	750	\$	\$	\$
Item #	Description	Container Size	Number of Containers	Quantity (lbs.)	x Price per lb.	+ Freight Price per lb.	Total Extended Price
10	Marking Beads, HWY	Bulk Container		9,600	\$	\$	\$

Identify the container size and number of containers based on the container size bid (2,000 or 2,400)

Total Extended Price Lot 2H:

\$

**LOT 2I - Sitka, Alaska**

Lot 11 F.O.B. DOT M&amp;O 605 Airport Rd., Sitka, AK 99835

DELIVERY IS REQUIRED NO LATER THAN May 15, 2017

Contact: Steve Bell PH: (907) 966-2960

Email: steve.bell@alaska.gov

Item #	Description	Container Size	Number of Containers	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
1	White Traffic Paint-acrylic waterborne	250 gal. Bulk Polyethylene Container	1	250	\$	\$	\$
2	Yellow Traffic Paint-acrylic waterborne	250 gal. Bulk Polyethylene Container	1	250	\$	\$	\$
6	Yellow Traffic Paint-acrylic waterborne	55 gal. Drum	2	110	\$	\$	\$
7	White Traffic Paint-acrylic waterborne	55 gal. Drum	2	110	\$	\$	\$
Item #	Description	Container Size	Number of Containers	Quantity (lbs.)	x Price per lb.	+ Freight Price per lb.	Total Extended Price
10	Marking Beads, HWY	Bulk Container		2,400	\$	\$	\$

Identify the container size and number of containers based on the container size bid (2,000 or 2,400)

Total Extended Price Lot 2I:

\$

## LOTS 2A-2L

### Acrylic Waterborne Marking Paint and Beads -Federally Funded

**LOT 2J - Skagway, Alaska**

Lot 12 F.O.B. DOT M&amp;O 2.5 Mile Klondike Hwy., Skagway, AK 99840

DELIVERY IS REQUIRED NO LATER THAN May 15, 2017

Contact: Missy Tyson PH: (907) 983-2323

Email:missy.tyson@alaska.gov

Item #	Description	Container Size	Number of Containers	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
1	White Traffic Paint-acrylic waterborne	250 gal. Bulk Polyethylene Container	3	750	\$	\$	\$
2	Yellow Traffic Paint-acrylic waterborne	250 gal. Bulk Polyethylene Container	3	750	\$	\$	\$
Item #	Description	Container Size	Number of Containers	Quantity (lbs.)	x Price per lb.	+ Freight Price per lb.	Total Extended Price
10	Marking Beads, HWY	Bulk Container		7,200	\$	\$	\$

Identify the container size and number of containers based on the container size bid (2,000 or 2,400)

Total Extended Price Lot 2J:

\$

**LOT 2K - Wrangell, Alaska**

Lot 13 F.O.B. DOT M&amp;O 700 Airport Loop Rd., Wrangell, AK 99929

DELIVERY IS REQUIRED NO LATER THAN May 15, 2017

Contact: William Bloom PH: (907) 874-3107

Email: william.bloom@alaska.gov

			Containers	(Gallons)	per Gallon	per Gallon	Price
1	White Traffic Paint-acrylic waterborne	250 gal. Bulk Polyethylene Container	2	500	\$	\$	\$
2	Yellow Traffic Paint-acrylic waterborne	250 gal. Bulk Polyethylene Container	2	500	\$	\$	\$
Item #	Description	Container Size	Number of Containers	Quantity (lbs.)	x Price per lb.	+ Freight Price per lb.	Total Extended Price
10	Marking Beads, HWY	Bulk Container		7,200	\$	\$	\$

Identify the container size and number of containers based on the container size bid (2,000 or 2,400)

Total Extended Price Lot 2K:

\$

# LOTS 2A-2L

## Acrylic Waterborne Marking Paint and Beads -Federally Funded

**LOT 2L - Yakutat, Alaska**

Lot 14 F.O.B. DOT M&amp;O 1004 Yakutat Street, Yakutat, AK 99689

**DELIVERY IS REQUIRED NO LATER THAN May 15, 2017**

Contact: Robert Lekanof PH: (907) 784-3476

Email: robert.lekanof@alaska.gov

Item #	Description	Container Size	Number of Containers	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
1	White Traffic Paint-acrylic waterborne	250 gal. Bulk Polyethylene Container	1	250	\$	\$	\$
2	Yellow Traffic Paint-acrylic waterborne	250 gal. Bulk Polyethylene Container	1	250	\$	\$	\$
6	Yellow Traffic Paint-acrylic waterborne	55 gal. Drum	2	110	\$	\$	\$
7	White Traffic Paint-acrylic waterborne	55 gal. Drum	2	110	\$	\$	\$

Item #	Description	Container Size	Number of Containers	Quantity (lbs.)	x Price per lb.	+ Freight Price per lb.	Total Extended Price
10	Marking Beads, HWY	Bulk Container		4,800	\$	\$	\$

**Identify the container size and number of containers based on the container size bid (2,000 or 2,400)**

Total Extended Price Lot 2L:

\$

**Bid Summary**

LOT 2A Total Extended Price

LOT 2B Total Extended Price

LOT 2C Total Extended Price

LOT 2D Total Extended Price

LOT 2E Total Extended Price

LOT 2F Total Extended Price

LOT 2G Total Extended Price

LOT 2H Total Extended Price

LOT 2I Total Extended Price

LOT 2J Total Extended Price

LOT 2K Total Extended Price

LOT 2L Total Extended Price

**LOT 2 TOTAL EXTENDED PRICE**

\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$

Manufacturers and Brands: \_\_\_\_\_

**(The bidder's failure to provide this information may cause the bid to be rejected as non-responsive.)**



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**REQUIRED CONTRACT PROVISIONS  
for  
FEDERAL-AID CONTRACTS**

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**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the Contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;  
Section IV, paragraphs 1, 2, 3, 4, and 7;  
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set

forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States, or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

(Applicable to all Federal-aid contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State of Alaska, Department of Transportation and Public Facilities (DOT&PF) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the DOT&PF contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of

discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### 6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the DOT&PF and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the DOT&PF.

8. **Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from DOT&PF personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the DOT&PF and the U.S. DOT.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the DOT&PF each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO Provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, or national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when



the demands for accessibility override (e.g. disabled parking).

- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### **IV. NOT USED**

#### **V. NOT USED**

#### **VI. NOT USED**

#### **VII. NOT USED**

#### **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the DOT&PF contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law.

To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on

each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020, reads as follows:

**“Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or**

**“Whoever knowingly makes any false statement, false representation, false report, or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or**

**“Whoever knowingly makes any false statement or false representation as to a material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916 (39 Stat. 355), as amended and supplemented;**

**“Shall be fined not more than \$10,000 or imprisoned not more than 5 years, or both.”**

\* \* \* \* \*

#### **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid, or the execution of this contract or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the DOT&PF of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraphs 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

### **1. Instructions for Certification - Primary Covered Transactions:** (Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local)

with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**3. Instructions for Certification - Lower Tier Covered Transactions:** (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it

knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

### **XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING** (Applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.