

INVITATION TO BID (ITB) NUMBER 2518S055

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: February 2, 2018

ITB TITLE: Kodiak Airport Runway Sand

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 FEBRUARY 26, 2018, 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 (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default. Bids must be also submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

 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) DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
TELEPHONE NUMBER: 907-465-8448	3) _____ EMAIL ADDRESS	9) DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
	4) _____ AUTHORIZED SIGNATURE	SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
FAX NUMBER: 907-465-3124	5) _____ TELEPHONE NUMBER	10) _____ DATE
EMAIL: chris.hunt@alaska.gov	6) _____ FEDERAL TAX ID NUMBER	

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. Emailed, faxed or oral proposals will not be accepted.

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.: 2518S055

Opening Date: February 26, 2018

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.
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.

PREFERENCES:

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

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

performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public - AS 36.30.321(i).

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

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

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

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

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

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

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

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ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. 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

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.

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

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

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

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

- (1) holds a current Alaska business license at the time designated for bid opening;
- (2) submits a proposal for goods or services under the name appearing on the bidder's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Statement

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

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

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

BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the 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)
Voice:	1-800-770-8255
VCO Direct:	1-800-770-6108 (Voice Carry Over)
ASCII:	1-800-770-3919
STS:	1-866-355-6198 (Speech to Speech)
Spanish:	1-866-355-6199
IP Relay:	www.sprintrelayonline.com (Internet Relay)
Website:	www.AlaskaRelay.com

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

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

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

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

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

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

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

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

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

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

CONTRACT INTENT:

This Invitation to Bid (ITB) is intended to result in a mandatory use contract for the purchase of Airport Runway Sand for the Kodiak Airport, on an As-Needed basis for the Alaska Department of Transportation & Public Facilities.

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.

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

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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.

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.

CERTIFIED LAB TEST RESULTS: When the contracted quantity of sand is completed and stockpiled, the Contractor shall provide gradation test results as specified in the lot from the stockpile and/or truck by an independent AASHTO Accredited Laboratory performed in accordance with WAQTC FOP for AASHTO T27/T11. Sampling and testing shall be performed by a WAQTC Qualified Technician. Each sample for gradation testing shall be taken from a separate quadrant of the stockpile or truck.

ACCEPTANCE TEST: The certified lab test results must be provided to the Shop foreman for approval, a minimum of forty-eight hours prior to delivery as proof that the sampled piles meet the State specifications.

In addition, the state may conduct an acceptance test. If so, the test will use appropriate means to determine if the product offered meets the ITB specifications. The contractor will be allowed to observe the tests. If the product fails to meet the ITB specifications the state will, at its option, reject the bid, cancel the contract, allow the contractor to repair the defective product or allow the contractor to replace the defective product. In no instance will the state pay any cost associated with the remedy for the defective product. The state's acceptance of tested product may not be interpreted as evidence that the product is in perfect working order.

The contractor will allow the State representative to take a material sample of the stockpiles prior to acceptance for delivery. The samples will be taken from random locations throughout the piles. These tests will be conducted to see if these samples meet specifications. Samples will also be taken randomly throughout the delivery process. These samples will be taken to the Department of Transportation & Public Facilities Statewide Materials Testing Laboratory (or another certified testing lab of the state's choice). These samples will be tested to see if they still meet the specifications set forth.

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Samples taken by the contractor shall be taken at the contractor's expense. Any samples taken by the state will be taken at the state's expense.

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

ALASKA PRODUCT PREFERENCE: Bidders who offer products which have received certification by the Department of Commerce and Economic Development and that are listed in the current published edition of the "Alaska Products Preference List" will receive this preference. In order to qualify for the Alaska Product Preference, a bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or regulations that allow for product exchanges/substitutions, or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a three percent preference.
- Class II products receive a five percent preference.
- Class III products receive a seven percent preference.

Bidders must check the correct preference box beneath each line item. When the bids are evaluated, the preference percentage will be deducted from the bid price. If a bidder fails to check one of the product preference boxes, no preference will be given.

CONTRACT PERIOD: The length of the contract will be from the date of award, approximately March 1, 2018 through February 28, 2019, with the option to renew for three (3) additional one (1) year terms under the same terms and conditions, as the original contract. Renewals are to be exercised solely by the state.

PRICE ADJUSTMENTS: Contract prices for equipment and/or service will remain firm through February 28, 2019.

Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the State receives their written request.

Price increase may not, under any circumstances, exceed 4% percent of the price of the contract for the preceding 12 months. No retroactive contract price adjustments will be allowed.

The contractor must provide the procurement officer clear and convincing evidence, satisfactory to the state, that all of the following conditions exist:

- a. the increase is the result of increased costs at the manufacturer's level and not costs under the contractor's control, and that;
- b. the increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
- c. the increase affects only certain items that are clearly identified by the contractor.

Some acceptable forms of the evidence referred to above may take the form of a certified invoice from the manufacturer. The price increase evidence provided by the contractor shall be independently verified and approved by the procurement officer or contract administrator prior to the effective date of the price increase.

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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.

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: Indicate, in the space provided under "Bid Schedule", the time required to make delivery after the receipt of an order. Failure to make an entry in the space provided will be construed as an offer to deliver quantities within the time and quantity stated. Bids that specify deliveries in excess of the time and quantity stated will be considered non-responsive and the bids will be rejected.

DELIVERY TIME: The elapsed time between the time the state places an order and the time that order is actually shipped from the contractor's place of business must be entered in space provided under "BID SCHEDULE". This processing time is to remain constant throughout the life of the contract(s).

ADVANCE NOTICE OF DELIVERY: Delivery is to be made between 8:00am-4:00pm Monday through Friday. The contractor must notify the State facility receiving the order 48 hours in advance of delivery.

F.O.B. POINT: Final Destination is the Kodiak Airport located at 1500 Anton Larson Road, Kodiak, AK 99615. The contractor will be required to prepare the items for shipping and to ship them to the Kodiak Airport in response to each of the State's purchase orders. Ownership and title of the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the State. The cost of all shipping, delivery is to be included in the bid price.

DELIVERED QUANTITIES: The sand is to be delivered in 20 CY trucks or larger, and at a reasonable rate to be accepted by the maintenance foreman or superintendent.

PROOF OF DELIVERIES: The State requires proof of deliveries whereas; proof of delivery receipts (POD) must be presented to the on-site receiving maintenance foreman or superintendent for signature at the time of delivery. A maintenance foreman or superintendent signature is required on all PODs submitted for payment.

PROOF OF DELIVERY RECEIPT: Each Proof of Delivery (POD) must include the following:

- The POD must include a signature and a printed name.
- Delivery agents for the contractor are responsible for insuring the printed name is legible on the POD.
- POD's must clearly identify the State issued purchase order number, the date delivered, final destination, the truck and driver, and quantity of cubic yards of sand delivered.

INVOICES: Invoices must be submitted as follows:

1. Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order.
2. Invoices must clearly identify the State issued Purchase Order number, the date delivered, final destination, quantity of cubic yards of sand delivered, unit price, and extended price; and,
3. A Proof of Delivery (POD) receipt that is signed and includes the printed name must accompany invoices.

The ordering agency will only make payment after it receives the merchandise, invoice and a POD. Question concerning payment must be addressed to the ordering agency.

VOLUME REPORT: Within thirty (30) calendar days prior to the expiration date of each one-year term of the contract, the Contractor must furnish a volume report of the past year's use by F.O.B. destination. The report must identify each item found on the Bid Schedule and accurately state the number of each item purchased by F.O.B. destination. The report must be submitted electronically in MS Excel format and emailed to the Contracting Officer

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of record. The Contractor's failure to provide this information in a timely manner may cause the State to cancel the contract.

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.

QUANTITIES: The quantities referenced in this ITB are for a sample representative lot and is only for the purpose of evaluation. The state does not guarantee any minimum or maximum purchase. Purchase Orders will be issued by the State throughout the contract period on an as-needed basis.

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

METHOD OF AWARD: Award will be made by lot to the lowest responsive and responsible bidder. There is one (1) lot. In order to be considered responsive for a lot, bidders must bid on all items within the lot and complete the Guaranteed Delivery Section.

SPECIFICATIONS

LOT 1: F.O.B. DESTINATION:

KODIAK AIRPORT 1500 Anton Larson Road, Kodiak, AK 99615

Maintenance sand shall be produced by crushing and/or processing stones or gravel. It shall be free from clay balls, muck, frozen material, roots, sticks, deleterious material, and organic matter. It shall comply with the following gradation requirements as determined in accordance with WAQTC FOP for AASHTO T27/T11.

WASHED SAND GRADATION SPECIFICATIONS

<u>Sieve Designation</u>	<u>% Passing by Weight</u>
#8	100
#30	20-50
#80	0-2

Annual orders for sand quantities will be placed no later than July 1.

Final stockpile shall be completed no later than **August 15** of each year. If the Contractor is unable to produce the required amount of sand by the August 15 deadline, the Contractor will be required to purchase the balance of the sand for delivery of DOT/PF within the specified time frame from other sources. Deliveries shall be completed no later than **September 30** of each year. As-needed orders shall be delivered within thirty (30) days after receipt of an order.

The Contractor is required to contact **Robert Greene (907) 487-4952** at the start and end of production.

When the contracted quantity of sand is completed and stockpiled, prior to contacting the state to set up delivery the Contractor shall provide a minimum of four (4) gradation test results from the stockpile by an independent AASHTO Accredited Laboratory performed in accordance with WAQTC FOP for AASHTO T27/T11. Sampling and testing shall be performed by a WAQTC Qualified Technician. Each sample for gradation testing shall be taken from a separate quadrant of the stockpile, sealed in a container and sent to an AASHTO Accredited Laboratory and WAQTC Qualified technical personal to perform specified testing requirements. The Contractor will notify the Robert Greene, as to which AASHTO Accredited Laboratory and WAQTC Qualified Technical Personnel are to be used to accomplish the specified testing requirements.

The gradation test results shall be made available to Robert Greene on or before **August 20** each year. If the sand is otherwise within specifications but the gradation tests are not provided in full compliance with the terms of this contract there will be a **5%** price reduction levied on the total contract price. Any sample that is out of specification on the **#8** sieve will be cause for rejection of the entire stockpile.

The results of the gradation tests for the other specification sieves will be averaged to represent the sand in the stockpile. If the sand is out of specification on either the **#30** or **#80** sieves, the total contract price will be reduced by **2%** for every **1%** the material is out of specification on each sieve.

The sand shall have a moisture content of **7%** or less as determined by WAQTC FOP for AASHTO T255. When directed by the State, the Contractor shall provide a test result from samples taken during delivery by the same independent AASHTO Accredited Laboratory that performed the gradation testing.

Three (3) samples shall be taken and tested from three (3) different delivery trucks and averaged to determine the moisture content. Sampling and testing shall be performed by a WAQTC Qualified Technician. For every 1% the moisture content of the sand is above the specification limit of **7%**, the total dollar amount of the order will be reduced by **2%**.

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BID SCHEDULE

The quantities referenced in this ITB are for a sample representative lot and is only for the purpose of evaluation. The state does not guarantee any minimum or maximum purchase. Purchase Orders will be issued by the State throughout the contract period on an as-needed basis.

LOT # 1: Airport Maintenance Sand

F.O.B. KODIAK AIRPORT 1500 Anton Larson Road, Kodiak, AK 99615

ESTIMATED

<u>QTY.</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
450	Cubic Yard	Airport Sand	\$_____/CY	\$_____

GUARANTEED DELIVERY:

Produce Final Sand Stockpile: _____ (date)

Bids which specify production of final sand stockpile after **August 15** of each year will be considered non-responsive and the bids will be rejected.

Sand Gradation Test: _____ (date)

Bids which specify production of a valid sand gradation test after **August 20 of each year** will be considered non-responsive and the bids will be rejected.

Complete stockpile delivered: _____ (date)

Bids which specify delivery of completed stockpile after **September 30 of each year** will be considered non-responsive and the bids will be rejected.

As needed orders: _____ (days after receipt of order)

Bids which specify delivery later than **30 days** after receipt of order may be considered non-responsive and the bids may be rejected.

Pit/Plant location: _____

I certify that the product offered is entitled to:

1) CLASS I @3% []

2) CLASS II @5% []

3) CLASS III@7% []

Alaska Product Preference in accordance with 3 AAC92

BID SCHEDULE (cont.)

ORDERING ADDRESS: _____

Contact: _____

Phone: _____

Toll Free: _____

Will you accept collect calls on orders? ☐ YES ☐ NO

BID RESPONSE CHECKLIST:

1. Completed Page One (1) of the ITB

2 Completed Bid Schedule (pages 14 and 15 of the ITB).

***Note:** In order to be considered responsive, bidders must bid on all items within the lot and complete the
Guaranteed Delivery Section.

3. All Mandatory Return Amendments