

INVITATION TO BID NUMBER: 2519S077

RETURN THIS BID TO THE ISSUING OFFICE AT:



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

THIS IS NOT AN ORDER

DATE ITB ISSUED:

February 20, 2019

ITB TITLE: FHWA Funded Traffic Marking Paint, Solvent and Paint Beads to the South Coast Region

Sealed bids must be submitted to the Statewide Contracting & Procurement Office from which issued and must be time and date stamped by the purchasing section **prior to 2:00 PM Alaska Time on March 5, 2019** at which time they will be publicly opened.

DELIVERY LOCATIONS: See Bid Schedule

DELIVERY DATES: See Bid Schedule

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

BIDDER'S NOTICE: By signature on this form, the bidder certifies that 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 this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default.

Tom Mayer, Procurement Specialist	Company Submitting Bid	
Telephone: 907-465-8855	Printed Name	
Fax: 907-465-3124	Authorized Signature	
Email: tom.mayer@alaska.gov	Date	
	Federal Tax ID Number	
	Telephone Number	
	Email Address	
	Alaska Business License #	

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. **Faxed, oral, or emailed submissions shall not be accepted for this project.**

Bidder's Return Mailing Address: Department of Transportation & Public Facilities Statewide Contracting & Procurement P.O. Box 112500 Juneau, Alaska 99811-2500 Physical Address: 3132 Channel Dr., Suite 350, Juneau, AK 99801 ITB No.: 2519S077 Opening Date: January 10, 2019 at 2:00PM Alaska Time
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- 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; and 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.

STANDARD TERMS AND CONDITIONS

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 contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, 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.

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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.

Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, 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 affidavit 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 Statewide Contracting and Procurement office at one of the following numbers no later than ten days prior to bid opening to make any necessary arrangements.

Telephone: (907) 465-8855

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)
ASCI:	1-800-770-3919
STS:	1-866-355-6198 (Speech to Speech)

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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.

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 fixed price, single term contract for the purchase of FHWA Funded traffic paint, paint solvent, and beads to be delivered to various locations in the South Coast region for the Alaska Department of Transportation & Public Facilities.

Additional small orders may be processed during the duration of the contract on an as needed basis at the same price per gallon offered in response to this ITB. The state will pay actual shipping costs on all additional orders placed throughout the term of the contract.

PREBID CONFERENCE: There will not be a pre-bid conference for this procurement.

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

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 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.

FEDERAL FUNDS OR ASSISTANCE: Per AS36.30.890, 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.

FEDERAL FUNDS OR ASSISTANCE: Per 2 AAC 12.730, if a procurement involves the expenditure or 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.

This contract incorporates the Required Contract Provisions for Federal-Aid (FHWA) Contracts, Form 25D-55 H (02/16), attached to this ITB.

Reference: Alaska Department of Transportation and Public Facilities Standard Specifications for Highway Construction –2017 Edition as seen at the link below:

<http://www.dot.state.ak.us/stwddes/dcscsspecs/assets/pdf/hwyspecs/sshc2017.pdf>

NOTE: In order to be responsive, bidders must complete, sign, date and return the following forms with their bid:

1. Material Origin Certificate, Form 25D-60
2. Certificate of Buy America Act Compliance Form 25D-62

Failure to return the completed forms with your bid may cause the bid to be deemed non-responsive and rejected.

Section 106 – Control of Material, Section 106.101 Source of Supply and Quality Requirements

BUY AMERICA PROVISION: On projects using federal funds, the Contractor shall comply with the requirements of 23 CFR 635.410, Buy America requirements, and shall submit a completed Material Origin Certificate, Form 25D-60, prior to award of the contract. When the Contractor becomes aware of a change from or error in a previously submitted Material Origin Certificate (Form 25D-60), the Contractor

shall submit an updated Material Origin Certificate (Form 25D-60). All steel and iron products which are incorporated into the work, shall be manufactured in the United States except that minor amounts of steel and iron products of foreign manufacture may be used, provided the aggregate cost of such does not exceed one tenth of one percent (0.001) of the total contract amount, or \$2,500, whichever is greater. For the purposes of this paragraph, the cost is the value of the products as they are delivered to the project including freight.

If the product contains a portion of iron or steel and meets this criteria, the bidder's completion and return of Forms 25D-60 and 25D-62 (above) is required. Bidders must explain on the forms (or as an attachment) how their product meets 23 CFR 635.410, sign and date the forms and submit with their bid.

"Manufactured in the United States" means all manufacturing processes starting with the initial mixing and melting through the final shaping, welding, and coating processes must be undertaken in the United States.

The definition of "manufacturing process" is smelting or any subsequent process that alters the material's physical form, shape or chemical composition. These processes include rolling, extruding, machining, bending, grinding, drilling, etc. The application of coatings, such as epoxy coating, galvanizing, painting or any other coating that protects or enhances the value of steel or iron materials shall also be considered a manufacturing process subject to the requirements of Section 106-1.01, Buy America Provision and of the Buy America Act.

Buy America does not apply to raw materials (iron ore), pig iron, and processed, pelletized and reduced iron ore. It also does not apply to temporary steel items (e.g., temporary sheet piling, temporary bridges, steel scaffolding, and falsework). Further, it does not apply to materials which remain in place at the Contractor's convenience (e.g., sheet pilings, and forms).

The North American Free Trade Agreement (NAFTA) does not apply to the Buy America requirement. There is a specific exemption within NAFTA (article 1001) for grant programs such as the Federal-aid highway program.

When steel and iron products manufactured in the United States are shipped to a foreign country where non steel or iron products are installed on or in them (e.g., electronic components in a steel cabinet), the steel and iron is considered to meet the requirements of this subsection.

The Contractor shall ensure that all manufacturing processes for each covered product comply with this provision. Non-conforming products shall be replaced at no expense to the State. Failure to comply may also subject the Contractor to default and debarment.

Provide a Certificate of Buy America Act Compliance Form 25D-62 from the supplier for each steel or iron product and each component that is manufactured predominantly of steel or iron, prior to incorporating any steel or iron products or any components manufactured predominantly of steel or iron into the project. The supplier certifying Form 25D-62 may be the original manufacturer, fabricator, vendor, or subcontractor; provided the supplier has sufficient control and knowledge of the manufacturing process to accept responsibility and certify full and complete conformance with 23 CFR 635.410. Provide mill certificates when required by the Engineer. False statements may result in criminal penalties prescribed under AS 36.30.687 and Title 18 US Code Section 1001 and 1020.

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 procurement officer of record for the State of Alaska, Department of Transportation & Public Facilities.

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

CONTRACT PERIOD: From date of award through January 31, 2020.

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 a breach of contract.

ALTERATIONS: The contractor must obtain the written approval from the procurement officer of record 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 procurement officer via a contract amendment.

DELIVERY: The "Bid Schedule" identifies an F.O.B. Destination delivery location. In most cases, this date represents a "no sooner than" or "no later than" date of delivery. However, the "Bid Schedule" may also simply identify a targeted barge sailing for some of the more remote areas of Alaska. Deliveries shall be made by the date specified on the Bid Schedule for each specific location. **Please see Attachment B for ship to addresses and points of contact for each lot and location**

By signature on page one of this 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.

DELIVERY REQUIREMENTS: Deliveries shall comply with the following:

- Deliveries shall be made to the State's maintenance yards on open flat-bed trailers only. **Deliveries made in enclosed vans shall be refused.**
- During the full term of the contract, **delivery of products** ordered for **Unalaska may be made** in an enclosed container van. **This only applies to Unalaska.**
- Drums of paint and palletized beads shall be loaded on open flat-bed trailers in a single tier ONLY. There shall be no double stacking of product.
- Any additional costs to re-deliver products to meet the above requirements shall be the sole responsibility of the contractor.

ADVANCE NOTICE OF DELIVERY: The contractor must notify and inform the delivering freight company of the state's advance notice of delivery requirement to ensure the freight company is fully aware that each state facility receiving an order requires 48 hours advance notice of delivery.

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

BID GUARANTEE: Bids must be accompanied by a bid guarantee in the form of a Certified or Cashier's check in the amount of \$10,000 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 the opening of bids, will cause the State to determine the bid non-responsive and reject the bid.

PERFORMANCE BOND: A posted performance bond will ensure performance over the entire term of the contract. In the event it becomes necessary for the state to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly perform and complete all obligations and work under said contract in accordance with the terms of the performance bond. The performance bond is to be in the amount of 100 percent (100%) of the total bid amount (applicable only to bids in excess of \$250,000.00).

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 \$250,000).

OR

- **SPECIAL NOTICE ACCOUNT OR CERTIFICATE OF DEPOSIT:** A special notice account book or certificate of deposit, made payable to the State of Alaska in the amount of one hundred percent (100%) of the total bid amount (applicable only to bids in excess of \$250,000).

Failure to provide the Performance Bond or Individual Surety within the time required will cause the State to declare the bidder non-responsive and reject the bid.

PAYMENT BOND: A Payment Bond in the amount of 100% of the total contract must be submitted. 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 \$250,000).

ORDERING PROCESS: Orders will be placed by each regional procurement office, for each location, in the form of a Purchase Order. It is the Department's intent to place orders within seven working days following the award of the contract. Some Purchase Orders may be issued out of the states' procurement systems, IRIS.

POINTS OF CONTACT: Please see **Attachment B, Contact Information by Lot**, for detailed Point of Contact information for each lot and location.

STATE OF ALASKA

TRAFFIC MARKING PAINT, SOLVENT, AND PAINT BEADS

ITB 2519S077

QUANTITIES: The quantities referenced in this ITB are firm. Additional small orders may be processed during the duration of the contract on an as needed basis at the same price per gallon offered in response to this ITB. As seen on **Attachment A, Bid Schedule**, the following firm quantities are required for the following product categories by Lot:

Product	Lot One-FHWA Funded	Total
Solvent based Traffic Paint (gallons)	3,605	3,605
Paint Solvent (gallons)	110	110
Highway Beads (pounds)	36,000	36,000

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 as stated on **Attachment B or Purchase Order**. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the state. All orders shall be F.O.B. Destination.

PROOF OF DELIVERY RECEIPT: When shipments are delivered to their final destination, a Proof of Delivery (POD) receipt must be signed by a state employee on site at the time of delivery. Each POD must include the following:

- Signature and printed name of the state employee on site at the time of delivery.
- Date of Delivery, description of item to include paint color, container number(s), and total quantity.
- The Contractor's Delivery agent is responsible for ensuring the printed name is legible on the POD.

SHIPPING CHARGES: Shipments to all locations for all products types shall be F.O.B. Destination. For the initial orders, the state shall pay the shipping cost per gallon or pound (as appropriate) offered in response to this ITB for each lot and location.

For small additional orders placed during the term of the contract, the state shall pay the actual shipping cost. Invoices submitted for additional orders must include verifiable shipping documents that validate the shipping costs as seen on the invoice.

INVOICING: Upon completion of delivery to each location, the contractor shall issue a single invoice per lot. The invoice submitted for each lot must:

1. Clearly identify the Purchase Order number, Lot, Location, product description(s), quantity(s), price per gallon or pound, and the extended price; and,
2. Include a Proof of Delivery (POD) receipt signed by a state employee to include a legible printed name for the state employee accepting the delivery.
3. When invoicing for small additional orders, the invoice must also include a copy of the freight bill for shipping cost validation.

INVOICE SUBMISSION: Invoices must be submitted to the regional office based on the regional location of each lot as identified on the Bid Schedule. All invoices and any questions regarding payment should be directed to the appropriate region as seen below.

STATE OF ALASKA

TRAFFIC MARKING PAINT, SOLVENT, AND PAINT BEADS

ITB 2519S077

South Coast Region
DOT&PF
Southcoast Region Finance Office
P.O. Box 112500
Juneau, AK 99811-2500
907-465-8830

Invoices for partial deliveries to a location will not be accepted. Partial payments for individual locations will not be made. Regions will not make payment until after the receipt of the products and the proper submission of an invoice for each individual location.

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, third party financing agreements are not permitted 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 meet specifications and be suitable for shipment and warehouse storage.

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.

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.

CONTRACT CANCELLATION: The state reserves the right to cancel the contract at its convenience upon thirty calendar day's written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided prior to the effective date of termination.

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 a lot. There are three lots as defined below.

Lot One: State funded paint requirements for locations in the Central and Northern regions as seen in the table below:

Lot	Location	Region	Required Delivery Window
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STATE OF ALASKA**TRAFFIC MARKING PAINT, SOLVENT, AND PAINT BEADS****ITB 2519S077**

1A	Angoon Maintenance Station	SouthCoast	4/1/19 to 4/15/19
1B	Hoonah Maintenance Station	SouthCoast	4/1/19 to 4/15/19
1C	Kake Maintenance Station	SouthCoast	4/1/19 to 4/15/19
1D	Kodiak International Airport	SouthCoast	4/1/19 to 4/15/19
1E	Sitka Maintenance Station	SouthCoast	4/1/19 to 4/15/19

BID SCHEDULE: In order to be considered responsive, Bidders must complete and submit Attachment A, Bid Schedule. A printed hard copy of Attachment A must be submitted with the bid. In addition, an electronic file of Attachment A must also be submitted on a thumb drive or CD.

Attachment A is a Microsoft Excel Spreadsheet.

Tab 1: This tab contains FHWA funded paint requirements in the Northern region.

IMPORTANT NOTE: All product for LOT ONE A, Angoon Maintenance Station shall be marked "ANGOON MAINTENANCE STATION" and shall be delivered to 605 Airport Road, Sitka, AK.

GENERAL PRODUCT STANDARDS

HIGHWAY STANDARDS: In regards to applicable documents, the following sections of the Alaska DOT&PF Standard Specifications for Highways, 2017 apply to this project.

- Section 643-2.01-8: Traffic Maintenance – Materials – Interim Pavement Markings;
- Section 670: Traffic Markings;
- Section 708-2.03: Paints – Paint for Traffic Marking;
- Section 712: Miscellaneous, as cited herein;
- Section 712.08: Glass Beads; and,
- Section 106-1.05: Certificates of Compliance.

SECTION 643-2.01, TRAFFIC MAINTENANCE - MATERIALS: In accordance with this section, the contractor shall provide materials for traffic control devices conforming to the following requirements:

- **Per section 643.2.01.8, Traffic Maintenance – Materials - Interim Pavement Markings**, the contractor shall apply markings according to **Section 670** and the manufacturer's recommendations. Use:
 - a) Paint meeting **Subsection 708-2.03** with glass beads meeting **Subsection 712-2.08**

SECTION 708-2.03, PAINTS - PAINT FOR TRAFFIC MARKING: In accordance with this section, the contractor shall use the following:

- **Per section 708-2.03.3, Paint for Traffic Marking, the contractor shall use a product that meets "The current State of Alaska DOT&PF maintenance specification for pavement marking paint".** Please see page 24 of this ITB for additional information regarding this specification.

SECTION 712-2.08, GLASS BEADS: In accordance with this section, **bidders must** submit certifications of compliance as specified in Section 106-1.05 for each lot of glass beads used on the contract.

- **Per section 106-1.05, Certificates of Compliance**, the contractor shall submit with the bid certifications of compliance that verifies the glass beads contain no more than 200 ppm of lead or 200 ppm of arsenic when tested in accordance with EPA testing methods 3062, 6010B, or 6010C. Glass Beads shall meet AASHTO M 247, Type 1, with a moisture resistant coating when tested in accordance with AASHTO T346.

The Alaska DOT&PF Standard Specifications for Highways, 2017 edition may be found at the following link:
<http://www.dot.state.ak.us/stwddes/dcsspecs/index.shtml>

Please see the specification sections of this ITB sections for information regarding specifications for each type of product.

AIRPORT STANDARDS: In regards to applicable documents, the following sections of the Alaska DOT&PF Standard Specifications for Highways, 2017 apply to this project.

- Section P-620: Runway and Taxiway Painting as cited herein.

SECTION 620-2.2 MATERIALS – PAINT: In accordance with this section, the paint provided by the contractor shall be:

1. Waterborne or solvent base according to the requirements of Subsection 620-2.2, a. or b.
 - a. **Waterborne:** Paint shall meet the requirements of Federal Specification TT-P1952F, Type II.
 - b. **Solvent Base:** Paint shall meet the requirements of Federal Specification A-A-2886B, Type II, or the State of Alaska DOT&PF maintenance specification for "Traffic Paint - No-Heat Instant Dry Pavement Marking Material".
2. Paint shall be furnished in white (37925), yellow (33538 or 33655), red (31138) and black (37038) according to Federal Standard No 595.
3. Paint shall be furnished in Type II (fast drying time for no-pick-up) when tested according to ASTM D 711.

SECTION 620-2.3 REFLECTIVE MEDIA: In accordance with this section, all glass beads provided by the contractor shall meet the requirements of Fed. Spec. TT-B-1325D, Type I, gradation A. Glass beads shall be treated with adhesion promoting and/or flotation coatings as specified by the manufacturer of the paint. The Alaska DOT&PF Standard Specifications for Airports may be found at the following link:

<http://www.dot.state.ak.us/stwddes/dcspecs/index.shtml>

INDEPENDENT LAB TEST RESULTS: Bidders must submit with their bid, certified test results performed by independent lab certifying that all products offered are in compliance with the State's paint and reflective glass bead specifications. The test results submitted must be signed by the independent lab and the testing must have been performed and certified within 180 days prior to the bid opening date.

Certified test results for each type and color of paint must be submitted. In addition, both airport and highway reflective glass beads must be tested individually. Failure to submit the required certified test results with the bid may cause the State to determine the bid non-responsive and reject the bid.

PRODUCT SAMPLES: The contractor is required to submit samples of the products offered for inspection and evaluation to the department or its designated agent, as specified under Product Testing. The contractor's failure to submit the samples may cause the State to consider the contractor in default.

PRODUCT TESTING

After award, but prior to shipping, 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.

Product testing shall be arranged by the contractor in cooperation with the states Welding and Coatings Inspection Consultant as identified below.

Testing will be performed by the Alaska DOT&PF's, Welding and Coatings Inspection Consultant Mayes Testing Engineers Inc. Mayes Testing Engineers, Inc. will act 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.

The contractor 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. If the product does not pass the acceptance testing, the contractor will have 72 hours to correct the product before shipment.

Process to Arrange Product Testing:

1. Upon award, the contractor shall contact Mayes Testing Engineers, Inc. by phone to inform them of the contract award and to provide anticipated testing windows. The state Procurement Officer of Record and the DOT&PF Materials Lab must be notified via email that contact has been made with Mayes Testing Engineers, Inc. **This contact must occur within 14 days of contract award.**

Mayes Testing Engineers Inc.
20225 Cedar Valley Road, Suite 110
Lynnwood, WA 98036
425-742-9360

2. Once testing windows are determined, the contractor shall notify the Procurement Officer of Record via email of the testing window when sampling will be witnessed by Mayes Testing Engineers, Inc. If testing windows change, the state must be notified of the new testing window.
3. Upon the collection of samples, the contractor shall notify the Procurement Officer of Record via email that samples taken were witnessed by Mayes Testing Engineers, Inc. The samples shall be shipped by the contractor to the paint testing laboratory for testing.
4. Upon completion of the testing, the independent lab will email copies of the final test results to:

tom.mayer@alaska.gov

GENERAL REQUIREMENTS

By signature of the bid, the bidder certifies that they comply or shall comply with the following 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 contractor 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 **must supply the formulation of their product with their bid** 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:** All State decisions related to product acceptability shall be considered final.
- F. **FRESH PAINT ONLY:** All paint supplied under this contract must be fresh. The paint may not be re-manufactured, 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. All paint 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:** All paints supplied under this contract must be suitable for application using standard or airless traffic painting equipment. All paints supplied shall provide durable pavement markings, primarily on asphalt concrete surfaces but must also be suitable for Portland cement concrete

applications. All paints supplied shall be of the fast-dry type, suitable for lowest temperature and highest humidity applications.

Bidders must submit any and all paint limitations, recommended storage, as well as recommended equipment and methods of application with the Compliance with Specifications section included under each specification below.

- I. **PRODUCT SUPPORT:** The contractor must email and telephonic support for users to contact with any questions or comments about the use and storage of the materials provided herein. The contractor agrees to respond to all email and telephone inquiries from Alaska DOT&PF personnel within 1 business day. If at all possible, to help ensure a timely response to DOT&PF inquiries, the contractor should provide personnel living in Alaska for product support inquiries.

PRODUCT SPECIFICATIONS**SPECIFICATION NUMBER ONE:**

DESCRIPTION: LOW VOC SOLVENT BASED TRAFFIC MARKING PAINT IN WHITE, YELLOW, BLACK, BLUE, AND RED

SPECIFICATION: All paint provided under this specification must meet the requirements of Federal Specification AA-2886B, Type II, and be formulated with a minimum of 70% Acrylic Copolymer resins.

SOLVENT PAINT TESTING REQUIREMENTS: The following solvent paint testing requirements shall apply to all paint delivered under Specification Number One.

- The contractor shall submit with the bid testing results for Federal Specification AA-2886B, Type II tests on solvent paint formulated within the two years preceding the Invitation to Bid (ITB) issuance date.
- The contractor shall submit with the bid, test results for the reduced suite of tests as seen in Table 1 for paint formulated within the 180 days prior to the bid opening date.

All costs associated with laboratory testing are the sole responsibility of the supplier awarded the contract, including the cost of Quality Assurance "Fingerprint" testing on two samples of the paint randomly selected from the Alaska order by the Alaska DOT&PF's Quality Assurance Consultant.

Alaska DOT&PF will pay for the consultant, acting as DOT&PF's Agent, to randomly select two bulk paint containers for sampling, witness the sampling by the paint manufacturer, secure the sample(s) and ensure delivery to a qualified independent paint testing laboratory, for the performance of the following three selected test procedures:

QUALITY ASSURANCE TESTING FOR SOLVENT PAINT: The following tests must be performed.

1. ASTM D562 Consistency (Viscosity)
2. ASTM E1347 (or E1349) Directional Reflectance of white and yellow paint with 45:0 or 0:45 Geometry
3. ASTM D2369 (or D2832) Total Solids, % by Weight

Test results shall be reported by email to the following DOT&PF Staff:

Procurement Specialist

Tom Mayer

tom.mayer@alaska.gov

State Materials Lab

Richard Giessel

richard.giessel@alaska.gov

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.

TABLE 1 SOLVENT PAINT PRIMARY QUANTITATIVE REQUIREMENTS

CHARACTERISTIC	MINIMUM	MAXIMUM	TEST METHOD
Viscosity @ 77°F (25°C), Krebs units	75	90	ASTM D562
Weight (lb) 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	---	5	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 31138; Black 37038 or approved equals	Pass		FED-STD-595C
Directional reflectance of white paint applied at 15 mils wet film, percent (Measured with 45°:0° or 0°:45° geometry)	85	---	ASTM E1347
Directional reflectance of yellow paint applied at 15 mils wet film, percent (Measured with 45°:0° or 0°:45° geometry)	45	---	ASTM E1347
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

- C. **Prohibited Materials:** The manufacturer must submit documentation certifying 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.
- D. **Application and Storage:** Follow 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.

- E. **Condition in Container:** For a minimum of one year from the date of manufacture, the paint must 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
 - (5) Water Resistance: Guaranteed water resistant when applied properly.
- F. **Weathering:** Guaranteed against cracking and weathering under extreme conditions when applied properly.
- G. **Storage Stability:**
- (1) The material must 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 must 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 must not disclose evidence of un-dissolvable 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 must show no evidence of the above conditions over a period of 6 months from date of shipment from manufacturer.
- H. **Application Temperature:** The manufacturer's recommended minimum application temperature (air, surface and material) must be 40° Fahrenheit or lower.
- I. **Dry opacity for both Solvent and Waterborne Paints:** (Note: This procedure is derived from Section 4121 of Federal Standard 141.) 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 must be a minimum of 0.95 for White and Yellow. The thickness requirement is changed to 5 mils Dry Film thickness (DFT).

SOLVENT BASE PAINT PACKAGING: Where specified, solvent based materials shall be supplied in either:

1. **55-GALLON NON-RETURNABLE AND DISPOSABLE STEEL DRUM**

When specified on the bid schedule, the Solvent Based Paint 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. The following applies:

1. All paint furnished shall be shipped in clean, open head drums. One end of the drum shall have a completely detachable head. "Clean" is defined as drums that are free of any debris or paint remnants from previous shipments.
2. 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.
3. 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.
4. 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.
5. Drums must have new gaskets to ensure an airtight seal.
6. The head and a portion on the side of each drum shall be painted the same color as the traffic paint contained therein.
7. 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 on open bed trailers (enclosed containers to Unalaska only).

2. **250 GALLON STEEL REUSABLE AND RETURNABLE BULK CONTAINER**

When specified on the bid schedule, the Solvent Based Paint shall be supplied in new or clean reconditioned, 250 gallon reusable and returnable bulk steel containers that comply with all applicable DOT, EPA OSHA or other Federal and State requirements. The following applies:

1. All paint furnished shall be shipped in containers that are clean and free of debris. "Clean" is defined as containers that are free of any debris or paint remnants from previous shipments.
2. The containers shall be sized to safely contain for transport and use in Alaska, 250 gallons of solvent based paint.
3. The containers shall be provided with 2" male cam-lock fittings on top and bottom and a top opening with a new gasket of at least 16 inches in diameter.
4. The container shall have vents designed to prevent rain water from entering the vents and seeping inside the containers.
5. The bottom of the containers shall be fitted for forklift pickup from all four sides.

Any paint or container received with debris or obvious contamination will be returned to the contractor for replacement. The contractor's failure to provide replacement containers in the time specified will result in forfeiture of the contractor's bond.

In order to ensure the containers fit existing DOT&PF equipment, the contractor must supply the specific sized reusable and returnable steel containers as noted in the Bid Schedule.

SOLVENT BASE PAINT PACKAGE MARKING: Each container shall be labeled or stenciled to show the following information (abbreviations may be used):

1. Specification Number One
2. Color (letters minimum 3" high on 55 gallon and larger containers)
3. Batch Number
4. Date of Manufacture
5. Quantity in Container
6. Container ID number (letters minimum 3" high on 55 gallon and larger containers)
7. Manufacturer's Name and Address
8. Information and Warnings as may be required by Federal and State Laws
9. Tare Weight of Empty Container

In addition to the above, each container or barrel must be labeled or stenciled to clearly identify the contents and have a paint patch on the side of each barrel. **Example:** SOLVENT BASED PAINT

RETURN OF SOLVENT BASE PAINT BULK CONTAINERS: The bid price submitted must include the cost to return the "returnable" solvent based paint containers from the final destination. The following applies:

1. The State will ship returnable containers, freight collect, per instructions provided by the contractor.
2. Partial to full containers may be held by the State for up to 27 months with no additional cost to the State.
3. The State reserves the right to relocate the bulk containers for use at other regional destinations. However, any additional charges related to relocation shall be the State's responsibility.
4. The State may request a container be shipped from a location other than the containers original destination only after the State has negotiated additional shipping costs, if any, with the contractor.
5. 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 **Attachment C, Bidder Questionnaire** the State's cost to replace lost or damaged containers. A Bidders failure to identify the replacement cost on **Attachment C, Bidder Questionnaire**, will be construed by the State as there is "no cost" to the state for the replacement container.

COMPLIANCE TO SPECIFICATIONS NUMBER ONE:

To ensure compliance for Specification Number One, Bidders must submit the following documentation with their bid in order to be considered responsive:

For ease of review, the following should be provided in a single standalone set of documents.

- (1) Cover sheet indicating the Bidder, ITB number, and the Specification Number;
- (2) Testing results for Federal Specification AA-2886B, Type II tests on solvent paint formulated within the two years preceding the Invitation to Bid (ITB) issuance date.

- (3) Certified test reports for all colors of solvent based paint from an independent laboratory. Testing must have been performed within 180 days prior to the bid opening date and must confirm compliance with bid specifications as seen in Table 1;
- (4) Manufacturer's recommended coating for solvent based marking paint adhesion to glass beads;
- (5) Material Safety Data Sheets for each formulation;
- (6) 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.
- (7) 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.
- (8) 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.
- (9) Product Support Contact: name, address, email and telephone number(s).

END OF SPECIFICATION ONE**SPECIFICATION NUMBER TWO****DESCRIPTION: TRAFFIC PAINT SOLVENT**

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

TRAFFIC PAINT SOLVENT PACKAGING: All solvent packaging must be suitable for the contents and must meet all applicable safety and transportation requirements. **When specified on the bid schedule**, solvent materials shall be supplied in either:

1. 55-GALLON NON-RETURNABLE AND DISPOSABLE STEEL DRUM

When specified on the bid schedule, the solvent 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. The following applies:

1. All paint furnished shall be shipped in clean, open head drums. One end of the drum shall have a completely detachable head. "Clean" is defined as drums that are free of any debris or paint remnants from previous shipments.
2. 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.
3. 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.
4. 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.

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TRAFFIC MARKING PAINT, SOLVENT, AND PAINT BEADS

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5. Drums must have new gaskets to ensure an airtight seal.
6. The head and a portion on the side of each drum shall be painted the same color as the traffic paint contained therein.
7. 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 on open bed trailers (enclose trailers to Unalaska only).

TRAFFIC PAINT SOLVENT PACKAGE MARKING: Each container shall be labeled or stenciled to show the following information (abbreviations may be used):

1. Specification Number Two
2. Color (letters minimum 3" high on 55 gallon drums)
3. Batch Number
4. Date of Manufacture
5. Quantity in Container
6. Container ID number (letters minimum 3" high on 55 gallon and larger containers)
7. Manufacturer's Name and Address
8. Information and Warnings as may be required by Federal and State Laws
9. Tare Weight of Empty Container

In addition to the above, each container must be labeled or stenciled to clearly identify the contents and have a paint patch on the side of each barrel. **Example:** PAINT SOLVENT

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.

END OF SPECIFICATION TWO

SPECIFICATION NUMBER THREE

DESCRIPTION: REFLECTIVE GLASS BEADS FOR HIGHWAYS OR AIRPORTS

SPECIFICATION: 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.

A. HIGHWAY BEADS: Meet AASHTO M 247, Type I

B. AIRPORT BEADS: Meet Federal Specification TT-B-1325D, Type I, Gradation A

REFLECTIVE GLASS BEAD FOR HIGHWAYS OR AIRPORT PACKAGING: When specified on the bid schedule, beads reflective glass beads shall be supplied in either:

1. BULK CONTAINER BAGS 2400 LBS

When specified on the bid schedule, airport or highway reflective glass beads will be shipped in new or reconditioned 34" x 34" x 36" "chase type polypropylene bags. The following applies:

1. The bags shall be made of 6 oz. weave material;
2. The bags shall have a fully opening closure skirt on top;
3. The bags shall have a 20" discharge chute on bottom with block on spout – 2 cm wide with a PolyPropylene woven tie;
4. The bags shall have 4 top-lift loops of adequate length to allow lifting by a control hook when the bags are full;
5. The bags must have a 40" X 40" X 88" – 2.5 mil. polyethylene inner liner assembled to prevent the liner from slipping and clogging the discharge chute during discharge;
6. The bags shall be secured to standard wooden 42" x 42" non-returnable type pallets; full coverage with pallet jack accessible bottom
7. The pallets must a 2" maximum gap and be of appropriate strength to prevent bags from sagging through the top deck;
8. After loading, the pallets shall be shrink wrapped with plastic of minimum thickness of 5 mils for protection and to prevent water seepage; and,
9. At time of delivery, all pallet loads must be straight and stable, suitable for reshipping without further adjustments.

All bulk 2,400 lb. bags supplied by this contract must be new and be 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.

REFLECTIVE GLASS BEAD BAG MARKING: Each bag shall be labeled to show the following (abbreviations may be used):

- 1) Reflective Glass Beads, Highway or Airport
- 2) Specification Number Four and AASHTO M 247, Type I or F.S. TT-B-1325D, Type IA
- 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 NUMBER THREE:

To ensure compliance for Specification Number Four, Bidders must submit the following documentation with their bid in order to be considered responsive:

For ease of review, the following should be provided as a single standalone set of documents.

- (1) Cover sheet indicating the bidder, ITB number, and the Specification Number;
- (2) Certified test reports for each type of (highway/airport runway) 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;

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- (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 point of contact to include the 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.

END OF SPECIFICATION THREE

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DETAILED SHIPPING MANIFEST REQUIRED PRIOR TO DELIVERY: The contractor must submit a detailed shipping manifest in Microsoft Excel format to the Procurement Specialist 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.

The manifests must include a header with the contract number and manifest submission date and have separate columns for each of the following items for each returnable bulk container:

1. F.O.B. Point(s)
2. Region (Southcoast, Northern or Central)
3. State Purchase Order Number
4. Container ID Number
5. Color of Paint
6. Size of Container
7. Sailing date (or indicate if shipment is pending)

Weekly, starting within 15 days of contract award and until all orders have been scheduled for shipment, the contractor must update the manifests and submit electronically to the Procurement Specialist at:

tom.mayer@alaska.gov

EXAMPLE OF SHIPPING MANIFESTS:**Contract Number: 2519H026****Date Submitted: 3/23/17**

F.O.B. Point	Region	State's Purchase Order	Container # or PS=Pending Shipment	Paint Color	Container Size	Sailing Date or PS=Pending Shipment
Haines	Southcoast	16000005506	5555	Yellow	345 gal.	3/22/17
Haines	Southcoast	16000005516	29305	White	345 gal.	3/29/17
Haines	Southcoast	16000005529	PS	Black	345 gal.	PS
Fairbanks	Northern	16000005530	PS	White	345 gal.	PS
Deadhorse	Northern	16000005555	7777	Yellow	345 gal.	3/20/17
Anchorage	Central	16000005557	2530	Black	345 gal.	3/20/17
Anchorage	Central	16000005566	PS	Blue	345 gal.	PS

REPORTING, TRACKING AND INVENTORY OF RETURNABLE BULK CONTAINERS: This section applies to returnable containers only. The following containers shall be returnable:

Specification	Product Description	Packaging Identifier Number	Packaging Definition
One	Solvent Based Paint	2	250 or 345 Gallon Steel Reusable and Returnable Bulk Container
One	Solvent Based Paint	3	345 Gallon Steel Round Reusable and Returnable Bulk Container with a 48' x 48" Square Bottom
One	Solvent Based Paint	4	345 Gallon Steel Square Reusable and Returnable Bulk Container

All other types of containers shall be non-returnable and disposable.

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.

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RELOCATION OF BULK CONTAINERS: If the State exercises its right to relocate a bulk container from the original ship F.O.B. to destination, the location of the container must be reported to the contractor on a Container Relocation Form. The contractor and the Procurement Specialist shall develop the form cooperatively.

RETURN OF BULK CONTAINERS: The return of bulk containers shall proceed as follows:

1. State maintenance station personnel will provide notice to the contractor and identify the container number(s) for return; and,
2. The contractor shall provide instructions and a written Return Authorization (RA) number that identifies all containers being returned under that RA.

CONTAINER 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.

Example of Contractor's Inventory:

CA 2518H004

Southeast Region:

Date: 12/1/17

F.O.B.	State Purchase Order	Container # PS=Pending Shipment	Paint Color	Container Size	Sailing Date PS=Pending Shipment	Relocate to City/RA #	Return to FOB/RA	RA #	Date Rcv'd
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	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:

Southeast Region: Marcus Zimmerman

marcus.zimmerman@alaska.gov

907 465-4655

BID RESPONSE DELIVERABLES

1. Signed Page One
2. All mandatory return amendments
3. Bid Guarantee in the form of a Cashiers or Certified Check made out to the State of Alaska in the amount of \$10,000 (see page 13)
4. Completed hard copy of **Attachment A- ITB 2519S077 Bid Schedule**
5. Completed electronic copy of **Attachment A- Bid Schedule** ITB 2519S077 on a thumb drive
6. Completed copy of **Attachment C-Bidder Questionnaire**
7. Completed copy of **Attachment D-Certificate of Buy American Act Compliance Form 25D-62**
8. Certificates of Compliance for glass beads
9. Certified Independent Lab Tests as required
10. Paint Formulation in accordance with General Requirement item (D) (see page 18)
11. Prohibited Materials Certification for Specification Number One-Solvent Based Paint (see page 24)
12. Prohibited Materials Certification for Specification Number Two-Paint Solvent (see page 26)
13. Documentation as required to verify compliance to Specifications Number One (see page 24)
14. Documentation as required to verify compliance to Specifications Number Three (see page 27)

ATTACHMENTS:

Attachment A:	ITB 2519S077 Bid Schedule
Attachment B:	Point of Contact and Ship to Information by Location/Lot
Attachment C:	Bidder Questionnaire
Attachment D:	Certificate of Buy American Act Compliance Form 25D-62
Attachment E:	FAA-Combined Federal Contract Provisions
Attachment F:	Federal Aid Contract Provisions
Attachment G:	Federal Aid Provisions 04.13
Attachment H:	Material Origin Certificate Form 25D-60