

INVITATION TO BID NUMBER

2515N024F

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Transportation
2301 Peger Road
Fairbanks, Alaska 99709

THIS IS NOT AN ORDER

DATE ITB ISSUED: October 16, 2014

ITB TITLE: Aggregate, Stockpiled, Multiple Grades, Steese Highway MP 129, Federally Funded

SEALED BIDS MUST BE SUBMITTED TO THE DEPARTMENT OF TRANSPORTATION OFFICE FROM WHICH THEY WERE ISSUED AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 10:00 AM ON November 18, 2014 AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

DELIVERY LOCATION: See 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 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, submits a bid under the name as appearing on the person's current Alaska business license and has written the license number below or has submitted one of the following forms of evidence of an Alaska business license with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (1) at the time designated in the ITB for opening the State will reject the bid. 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 submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive.

Jeannie Caskey
Jeannie Caskey

CONTRACTING OFFICER

COMPANY SUBMITTING BID

AUTHORIZED SIGNATURE

TELEPHONE NUMBER
907-451-5236

PRINTED NAME

DATE

FEDERAL TAX ID NUMBER

ALASKA BUSINESS LICENSE NUMBER

TELEPHONE 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.

Bidder's Return Address

State of Alaska
Department of Transportation
2301 Peger Road
Fairbanks, Alaska 99709

ITB No.: **2515N024F**

Opening Date & Time: **November 18, 2014, 10:00 a.m.**

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 typ 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.
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 qualities of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describes 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 State of Alaska, Department of Administration, Division of General Services. Bids that are conditioned upon the State's approval of an assignment will be rejected as non-responsive.
12. **SUBCONTRACTOR(S):** Within five (5) working days of notice, 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. Subcontractors can only be changed per AS 36.30.115 (b).
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:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the First Judicial District of Alaska.
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, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

SPECIAL CONDITIONS:

1. **ORDER DOCUMENTS:** Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.
2. **BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
3. **CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the Contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

ALASKA VENDOR & PRODUCT PREFERENCES:

State and local preferences will not be applied to federally funded projects.

** END OF INSTRUCTIONS TO BIDDERS **

FEDERAL REQUIREMENTS & CONDITIONS

FEDERALLY FUNDED PROJECT(S) / ALASKA BUSINESS LICENSE REQUIREMENTS

When Federal funds are involved, the Alaska Business License must be obtained prior to the award of a contract.

23 CFR 635.110; "Licensing and qualification of contractors", (c) reads:

"No contractor shall be required by law, regulation, or practice to obtain a license before submission of a bid or before the bid may be considered for award of a contract"

Offerors should contact the Department of Community and Economic Development, Division of Occupational Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on obtaining applicable licenses.

CERTIFICATIONS

The Contractor must meet the following Federal certification requirements:

1. Debarment, suspension, and other responsibility matters for primary covered transactions

The Contractor certifies, to the best of its knowledge and belief, that it and its principles:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not, within a three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
- d) Have not within three (3)-year period preceding this certification had one or more public transaction (federal, state, or local) terminated from clause or default.
- e) Contractor also certifies that, if it later becomes aware of any information contradicting the statements of paragraph a) above, it will promptly provide that information to the Alaska Department of Transportation.

DISADVANTAGE BUSINESS ENTERPRISE ASSURANCE

In accordance with 49 CFR 26.13(a), contractor assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirement of 49 CFR part 26. The recipient assures that it shall take all necessary and reasonable steps under 49CFR part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreement supported with Federal assistance derived from the U.S. Department of Transportation.

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 at one of the following numbers no later than December 1, 2012 to make any necessary arrangements.

Telephone: (907) 451-5236
Fax: (907) 451-5238
TDD: (907) 451-2363

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. Failure to comply with this requirement may cause the state to reject the bid or proposal 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 the purchase of Aggregate, Stockpiled, Multiple Grades, Steese Highway MP 129, for the Department of Transportation & Public Facilities, Federally Funded.

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.

FEDERAL EXCISE TAX: The State of Alaska is exempt from Federal Excise Tax except for 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 charter.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

The State of Alaska is also exempt from State Motor Fuel Taxes. The appropriate exemption forms will accompany a contract(s) resulting from this ITB. The state is not exempt from the Federal Superfund Tax.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of Jeannie Caskey, contracting officer, Department of Transportation.

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.

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.

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 as specified in the Bid Schedule. Bids that specify deliveries in excess of the Bid Schedule will be considered non-responsive and the bids will be rejected.

LIQUIDATED DAMAGES: 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 \$350.00 dollars each calendar day beyond the delivery date called for in the ITB.

PERFORMANCE BOND: Any posted performance bonds will ensure performance over the entire term of the contract. In the event it becomes necessary for the state to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly perform and complete all obligations and work under said contract in accordance with the terms of the performance bond. A performance bond is to be in the amount of 50% of the contract.

BID GUARANTEE: Bids must be accompanied by a bid guarantee in the form of a Certified or Cashier's check in the amount of \$5000.00 made payable to the State of Alaska. The bid guarantee of each unsuccessful bidder will be returned as soon as practical after award has been made. A Bid Bond in the same amount will be accepted in lieu of a Certified or Cashier's Check.

Bidders must submit their bid guarantee with their bid in order to be considered responsive.

F.O.B. POINT: See Bid Schedule

SITE INSPECTION: Bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. The site may be inspected by contacting; Dan Schacher, at telephone number 907-451-5276. The contact person is only empowered to allow bidders to view the work site. Any questions the bidders have must be directed to the contracting officer named on the front page of this ITB. The contact person can not and will not answer bidder questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB.

INVOICES: Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to the ordering agency.

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

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

METHOD OF AWARD: Award will be made as one Lot to the lowest responsive and responsible bidder. Vendors must bid on all items to be considered responsive.

SPECIFICATIONS

See Attachment One

BID SCHEDULE

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	4,000	CUYD	C-1 _____	\$ _____	\$ _____
2.	4,000	CUYD	E-1 _____	\$ _____	\$ _____
TOTAL					\$ _____

Delivery Date, Item 1 —September 1, 2015
Delivery Date, Item 2 – September 1, 2015

GUARANTEED DELIVERY: _____

ORDERING ADDRESS: _____

Contact: _____

Phone: _____

Fax: _____

Toll Free: _____

Attachment One

These specifications shall be used in conjunction with the State of Alaska Standard Specifications for Highway Construction Dated 2004. Stockpiled materials are intended for use on State and Federally funded projects. All applicable requirements shall apply.

SECTION 101 DEFINITIONS AND TERMS

101-1.03 DEFINITIONS.

ENGINEER. Replace with the following: The authorized representative of the Contracting Officer who is responsible for administering the contract shall be the Fairbanks Maintenance & Operations District Superintendent Dan Schacher, or his appointed designee. Phone number (907) 451-2205. E-Mail Daniel.schacher@alaska.gov

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

102-1.09 WITHDRAWAL OR REVISION OF BIDS.

Add the following:

Modifications to bids shall be submitted on forms furnished by the Department or reasonable facsimiles thereof.

SECTION 104 SCOPE OF WORK

104-1.01 INTENT OF CONTRACT.

Add the following:

The intent of this contract is to produce and stockpile crushed aggregate. The material site(s) listed below is the location of the final stockpile; this does not indicate the source or the quality of the material.

The Contractor must: acquire the material sources and all necessary permits; process and stockpile aggregate; and pay all fees and royalties. Proof of royalty payments shall be required prior to final payment under this contract. At least seven days prior to mobilization the Contractor shall submit documentation indicating that the material source meets the quality specifications per Section 703 of the contract.

The location and quantity required are as follows:

Material Site No.	Location	Quantity (CY)	Completion Date
670-089-2	Steese Highway, mile 129	8,000	9/12/015

The Contractor shall take all necessary precautions not to contaminate the materials. Final gradations and quantity measurements for acceptance and payment will be taken at the final location of the completed stockpile.

All stockpiles shall be stacked so that they are easily accessible on all sides with heavy hauling equipment.

Geotechnical reports for State material sites may be available from the Engineer. State material reports and geotechnical data are for informational purposes only, and may not accurately represent the conditions found onsite. Any information provided should not substitute for personal investigation, research and judgment of the bidders.

The bidder is expected to examine carefully the sites of the proposed work and all contract documents before submitting a bid. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and the requirements of the contract.

SECTION 106 CONTROL OF MATERIAL

106-1.02 MATERIAL SOURCES.

1. General - Add the following:

If blend material is required to produce the specified products, it will be considered a subsidiary obligation and no separate payment will be made. In the event stockpiled material becomes segregated due to improper process control, the stockpiles shall be reprocessed at the Contractor's expense, and retested until approved by the Engineer.

4. Type of Sources: - Add the following Subsection:

- f. State Furnished Material Sites. The Contractor shall obtain approval from the Engineer prior to any construction activities. Existing stockpiles of material in State sites are not available to the contractor unless approved by the Engineer. All stockpiled aggregate including rejected material is property of the State and shall be handled or stockpiled as described in the Contractor's submitted mining plan, unless directed otherwise by the Engineer. At no time does the Contractor have any ownership of material unless covered under a materials agreement with the State of Alaska. The materials in this site are not available for any use other than this project, unless approved by the Engineer. The Contractor is encouraged to use State furnished material sites or work within an approved R.O.W. for both mining and for the final stockpile locations. The use of private sources for mining and stockpile storage will require the Contractor to make all necessary agreements (See Subsection 106-1.02.5.).

5. Rights, Permits and Plan Approvals for Material Sources – Delete Subsection a. in its entirety and substitute the following:

Before disturbing the site of a material source, the contractor shall acquire and pay for all necessary rights, permits, and plan approvals indicated in this Subsection and Subsection 107-1.02. If any mining activity is to take place outside the existing disturbed area at any material site, the Contractor must certify as part of their mining plan that any and all necessary permits and/or clearances have been issued, and provide copies of those permits and/or clearances. For each material site, the contractor shall (Seven days prior to mobilization):

- a. Acquire approval for a mining and reclamation plan (MRP) or receive an exemption in accordance with AS 27.19. The MRP shall include:
- (1) Plan and cross-sectional views of the site (this includes both the mining and disposal areas);
 - (2) Applicable boundaries lines, property lines, and buffer zones;
 - (3) Areas and Depths to be developed;
 - (4) Locations of access roads, stripping, sorting, waste piles, crushing and plant sites, stockpile sites, buffer zones, drainage features, erosion and pollution control features; and

- (5) Condition the Contractor will leave the site in after the materials extraction is completed including reseeding.

During development of each mining plan, the contractor shall take into account future mining activities and maintain access to useable material. Disposal of pit strippings shall be along the exterior edges of the pit or with the approval from the Engineer in a previously depleted mining area.

The Contractor is responsible to: acquire the material sources, acquire all permits, process aggregate, transport aggregate to its final destination (if required), and to pay all fees and royalty payments. Proof of royalty payment shall be required prior to final payment.

The Contractor shall take all necessary precautions not to contaminate the materials.

106-1.03 TESTING AND ACCEPTANCE

106-1.03.1a Delete this Subsection in its entirety and replace with the following:

- a. The Contractor shall provide and maintain a process control plan that will provide reasonable assurance that all materials conform to the specification whether processed by the Contractor or Subcontractors. Process control plans shall be submitted to the Engineer seven days prior to the meeting referenced under subsection 108-1.03.

Due to the size of these stockpiles and their locations, it is recommended the Contractor have an on-site materials lab and a WAQTC certified technician. If the Contractor elects to obtain the services of an outside-qualified laboratory for his process control testing, material processing may need to be suspended until sufficient results have been obtained. All process control results shall be submitted to the Engineer within 3 days of when the sample is taken. A complete package of all process control shall be supplied no later than seven days after completion of crushing activities and prior to demobilization from the project site.

106-1.03.1c Delete this Subsection in its entirety and replace with the following:

- c. Tests shall be performed according to the test methods specified in 106-1.09 herein and as agreed upon in the approved processes control plan. Test results shall indicate the quantity being represented (one per 1,000 CY +/- 15%). Failing test results not in substantial conformance to the Engineer will be the basis of the rejection of the material for the representative quantity, for which no payment will be made. The Contractor shall produce additional material until the Contract quantity is 100% accepted and completed. Failing test results due to poor process or quality control will not be a basis for any time extension.

Add the Following Subsection:

106-1.09 PROCESS CONTROL AND ACCEPTANCE TESTING FREQUENCY / REQUIREMENTS

Item	Test	Test Number	Specifications	Frequency (min.)
Crushed/ Stockpiled Aggregate	Process Control Gradation & Fracture, by Contractor	AASHTO T27/T11	Refer to 703	1/Source, 1/1,000 C.Y.
	Acceptance, by Engineer	AASHTO T27/T11	Refer to 703	1/ Source, 1/10,000 C.Y.

**SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.

Add the following:

3. Protection of Natural Resources

- e. Trees and vegetation shall not be disturbed unless the Contractor acquires all required permits. Upon completion, all disturbed slopes, cuts, and banked material shall be flattened to a slope no steeper than a 2:1 or as specified in the Material Sales Contract. No vertical cuts or slopes shall remain.
- f. Existing approaches to material sites and recreational trails shall not be disturbed or obstructed at any time.
- g. The Contractor shall certify in writing to the Engineer that all permits and clearances relating to all waste disposal sites selected by the Contractor have been obtained prior to any clearing or ground disturbance in the disposal site.

4. Hazardous Materials. Add the following:

- g. Fuel storage facilities shall not be placed within 100 feet of water bodies and must be within an impermeable diked area having a holding capacity at least ten percent greater than that of the largest independent fuel container. Manifolded tanks and bladders are considered as a container. Vehicle refueling shall not occur within the annual floodplain.

**SECTION 108
PROSECUTION AND PROGRESS**

108-1.03 PROSECUTION AND PROGRESS

Delete the first paragraph and items 1 – 8 and replace with the following:

The Contractor shall meet with the Engineer at either the district maintenance and operations station for which the contract is for (see Subsection 101-1.3 Engineer) or schedule a teleconference with the Engineer 14 days before mobilization to the project site. The Contractor shall submit the following documents to the Engineer at least seven days before the referenced meeting:

- 1. A progress schedule in a format acceptable to the Engineer, showing the order in which the Contractor proposes to carry out the work and the contemplated dates on which the

Contractor and the subcontractor will start and finish each of the salient features of the work, including any scheduled periods of shutdown. The schedule shall indicate the anticipated hours of operation and any anticipated periods of multiple-shift work.

2. A letter designating the Contractor's Project Superintendent, defining that person's responsibility and authority, and providing a specimen signature.
3. A Process Control Plan, as required under Subsection 106-1.03 of this contract.

108-1.07 FAILURE TO COMPLETE ON TIME.

Delete table 108-1 and replace with the following:

Material Site No.	Location	Quantity (CY)	Completion Date	Liquidated Damages / Day
670-089-2	Stees Highway, mile 129	8,000	9/12015	\$550

**SECTION 305
STOCKPILED MATERIALS**

305-2.01 MATERIALS.

Delete the first sentence in its entirety and replace with the following:

The material shall meet the requirements listed below:

Crushed Aggregate, C-1

Material shall conform to Section 703 listed in this contract.

Crushed Aggregate, E-1

Material shall conform to Section 703 listed in this contract.

305-3.01 CONSTRUCTION REQUIREMENTS.

Add the following:

Clearing of heavy forest, vegetation and removal of over-burden may be required. The Contractor, in the presence of the Project Engineer, shall verify material site boundaries, archaeological sites, research areas, crushing location, waste areas and review of the reclamation plan prior to any work. All expenses required for above work to produce the materials specified in this Contract shall be subsidiary to other items of work.

Make the completed stockpiles neat and generally tent shaped in form with a single ridge. Make the height or depth of the piles not less than 20 feet on average, with side slopes 1-1/2:1 or steeper.

305-4.01 METHOD OF MEASUREMENT.

Delete this Section in its entirety and replace with the following:

Stockpiled quantities shall be measured according to Section 109-1.02, 3) Cubic Yard, a) Average End Area or b.) Three Dimensional, at the discretion of the Engineer. The Engineer may require the Contractor to field-verify the pile measurements under the supervision of a Professional Land Surveyor licensed in the State of Alaska, at no additional cost to the Department. No allowance will be made for settlement, swell or shrinkage.

If the contractor chooses to demobilize off of the project site prior to final measurements being taken by the Department the Contractor is responsible for assuring that the quantity and quality of material produced meets those required by the contract.

305-5.01 BASIS OF PAYMENT.

Replace with the following:

In the event the measured quantity is less than bid quantity, the Contractor shall continue to produce the additional material required to meet the contract quantity. No additional payment shall be paid for material in excess of the bid quantities. Final gradations and quantity measurements for acceptance and payment will be taken at the final location of the completed stockpile. Process Control results shall not be the basis of payment.

Pay Item	Location	Item Description	Quantity (CY)
1	Steese Highway, mile 129	Crushed Aggregate C-1	4,000
2	Steese Highway, mile 129	Crushed Aggregate E-1	4,000

**SECTION 703
AGGREGATES**

703-2.03 AGGREGATE FOR BASE AND SURFACE COURSE.

Replace table 703-2 with the following:

TABLE 703-2

Sieve	Percent Passing by Weight	
	Item 1 C-1	Item 2 E-1
1 1/2 in.	100	
1 in.	70 – 100	100
3/4 in.	60 – 90	70 – 100
3/8 in.	45 – 75	50 – 85
No. 4	30 – 60	35 – 65
No. 8	22 – 52	20 – 50
No. 50	8 – 30	15 – 30
No. 200	0 – 6	8 – 15