

INVITATION TO BID (ITB) NUMBER 2517C017-F

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Transportation & PF
Division of Supply & Services
2200 E. 42nd Avenue, Room 110
Anchorage, Alaska 99508

THIS IS NOT AN ORDER

DATE ITB ISSUED: MARCH 06, 2017

ITB TITLE: Traffic Marking Paint, Solvent & Paint Beads - Federally Funded

SEALED BIDS MUST BE SUBMITTED TO THE DOT&PF, ANCHORAGE PROCUREMENT OFFICE FROM WHICH THEY WERE ISSUED AND MUST BE TIME AND DATE STAMPED BY THE PROCUREMENT OFFICE PRIOR TO 2:00 PM ON MARCH 16, 2017 AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

DELIVERY DATE: SEE BID SCHEDULE
F.O.B. POINT: 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:

Contracts for purchases resulting from this bid will be made utilizing Federal Funds. As such, and per AS 36.30.890, no State of Alaska Bidder or Product Preferences may apply.

Sec. 36.30.890. Federal Assistance

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

2 AAC 12.730. Federal Assistance

If a procurement involves the expenditure 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

Form with columns for Procurement Officer (DAN TRUBIANO), Bidder Information (COMPANY SUBMITTING BID, AUTHORIZED SIGNATURE, PRINTED NAME, DATE), and License/Tax Information (ALASKA BUSINESS LICENSE NUMBER, VENDOR TAX ID NUMBER). Includes a note about Alaska Business License requirements.

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 five (5) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

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

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

Bidder's Return Address:

Department Transportation & PF
2200 E. 42nd Avenue, Room 110
Anchorage, Alaska 99508

ITB No.: **2517C017-F**

Opening Date: **MARCH 16, 2017 at 2:00 PM**

ELECTRONIC BID SUBMISSION: Bids may be emailed to daniel.trubiano@alaska.gov, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907) 269-0862 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

FAX BID SUBMISSION: Bids may be faxed to (907) 269-0872, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids. It is the bidder's responsibility to contact the issuing office at (907) 269-0862 to make arrangements prior to faxing the bid and to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

4. PRICES: The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

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

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

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

CONDITIONS:

- 1. AUTHORITY:** This ITB is written in accordance with AS 36.30 and 2 AAC 12.
- 2. COMPLIANCE:** In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
- 3. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- 4. SPECIFICATIONS:** Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.
- 5. FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
- 6. EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.
- 7. BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.
- 8. CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS", "FILING A PROTEST" above.
- 9. CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 10. CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- 11. ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- 12. SUBCONTRACTOR(S):** Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.
- 13. FORCE MAJEURE (Impossibility to perform):** The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 14. LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
- 15. CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- 16. DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

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

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

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

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

SPECIAL CONDITIONS:

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

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

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

PREFERENCES: DO NOT APPLY – FEDERALLY FUNDED

ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:

When Federal Funds are involved, an 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"

Prior to contract award the Contractor must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Contractors 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

Required Contract Provisions for Federal-Aid Contracts: Form Fed-Aid (09/11) pages 1 through 7 are 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) and the Federal Aviation Administration (FAA). Federal funds are identified and appropriated for the first term of the contract. Payment and performance obligations for additional terms of the contract are subject to the availability and appropriation of funds.

STATEMENT OF FINANCIAL ASSISTANCE:

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

Sec. 36.30.890. Federal Assistance

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

2 AAC 12.730. Federal Assistance

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

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 Division of Supply & Services at one of the following numbers no later than five (5) days to make any necessary arrangements.

Telephone: 269-0862

Fax: 269-0872

TDD: 269-0473

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 5 days prior to the deadline for receipt of bids. The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

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

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

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

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

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in one-time purchase of Federal funded traffic marking paint, paint beads and paint solvent for various locations within Central Region Alaska for the Department of Transportation & Public Facilities.

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement 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 procurement 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 Dan Trubiano, Procurement Officer (907) 269-0862, Central Region 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 procurement 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: The bidder's failure to identify the brand and model offered may cause the state to consider the offer non-responsive and reject the bid.

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

SUPPORTING INFORMATION: The state strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement 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, 2018.

QUANTITIES: The quantities referenced in this ITB are firm.

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

CERTIFIED INDEPENDENT LAB TEST REQUIRED AT BID OPENING: Bidders must submit test results performed by a certified, independent lab confirming all products offered are in compliance with the State's paint and reflective glass bead specifications. Tests must be submitted for the paint and airport runway beads. Tests must be current within one hundred eighty (180) days. Failure to submit required tests may cause the State to determine the bid non-responsive and reject the bid. **At time of bid opening.** See Specifications sec. for details.

ACCEPTANCE TEST: The state may conduct an acceptance test. If so, the test will use appropriate means to determine if the product offered meets the ITB specifications. The contractor will be allowed to observe the tests.

If the product fails to meet the ITB specifications the state will, at its option, reject the bid, cancel the contract, allow the contractor to repair the defective product or allow the contractor to replace the defective product. In no instance will the state pay any cost associated with the remedy for the defective product. The state's acceptance of tested product may not be interpreted as evidence that the product is in perfect working order.

ALTERATIONS: The contractor must obtain the written approval from the procurement 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 procurement officer.

DELIVERY: The "Bid Schedule" identifies a delivery date for the F.O.B. Point. This date may represent a "no later than" or "no sooner than" date for delivery. Deliveries shall be made as specified on the Bid Schedule. By signature on page one of the ITB, the bidder guarantees delivery to each location within the timeframe set forth in the Bid Schedule. Deliveries will only be accepted at the final destination during normal State working hours (8am – 4:30pm), Monday through Friday. Deliveries must be made by open flat-bed trailers ONLY. Drums of paint and palletized beads shall be loaded on the flat bed trailers in single tier ONLY. Any deliveries made to

those destinations in enclosed vans will be refused. Any additional costs to re-deliver to meet these requirements shall be the responsibility of the contractor.

DELIVERY CONFIRMATION: Bidders must obtain a confirmation from the manufacturer that the items offered are scheduled for production in sufficient time to meet the scheduled delivery dates. A copy of the manufacturer's confirmation may be included with the bid or submitted within 10 days of the state's request. The bidder's failure to provide the manufacturers confirmation as required will cause the state to consider the bid non-responsive and reject the bid.

ADVANCE NOTICE OF DELIVERY: The contractor must notify the freight company that delivers the order that the state facility receiving the order requires 24 hours advance notice of delivery.

BID GUARANTEE: Bids must be accompanied by a bid guarantee in the form of a Certified or Cashier's check in the amount of **\$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.

The Bid Guarantee **may not** be submitted by email or fax.

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

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

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

PAYMENT BOND: In accordance with AS 36.30.01, a posted payment bond guarantees the successful payment to all subcontractors and suppliers during the performance of this contract over the entire term of the contract. If the contractor fails to provide payment for labor performed and materials and supplies furnished during the performance of this contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly complete all payment obligations under said contract in accordance with the terms of the payment bond. A payment bond is to be in the amount of 100 percent (100%) of the total bid amount (applicable only to bids in excess of \$250,000).

ORDERS: Orders will be placed by the Central Region procurement office in the form of a Purchase Order through the State's Integrated Resource Information System (IRIS):
<http://doa.alaska.gov/dof/iris/index.html>

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

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

Invoices for partial deliveries will not be accepted. Partial payments will not be made. Invoices must be submitted to the appropriate office.

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

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

PACKAGING: The cost of all packaging must be included in the price bid. All packaging must meet the specifications listed in the ITB and suitable for shipment and short-term 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 service, maintenance and inspections. Service, maintenance and inspections that are improperly done will be done over, by 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 (30) 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 before the effective date of termination.

METHOD OF AWARD: There are two (2) Lots. Award will be made by Lot to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items within the Lot.

SPECIFICATIONS**HIGHWAY STANDARDS:****Applicable Documents:**

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

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

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

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

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

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

AIRPORT STANDARDS:**Applicable Documents:**

Alaska DOT/PF "Standard Specifications for Airports"; Item P-620; RUNWAY AND TAXIWAY PAINTING as cited herein.

620-2.2 PAINT. Paint shall be waterborne or solvent base according to the requirements of Subsection 620-2.2, a. or b. Paint shall be furnished in white (37925), yellow (33538 or 33655), and red (31136) according to Federal Standard No 595. Paint shall be furnished in Type II (fast drying time for no-pick-up) when tested according to ASTM D 711.

- a. Waterborne. Paint shall meet the requirements of Federal Specification TT-P1952E, 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".

620-2.3 REFLECTIVE MEDIA. Glass beads 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.

SPECIFICATIONS (cont.)**PRODUCT TESTING**

Prior to shipment, the Department, or its *designated agent, will randomly sample all products being offered for shipment. Samples obtained for Quality Assurance purposes will be tested by an independent laboratory for compliance with the State's paint and reflective glass bead specifications. **The contractors 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 reasoning behind the need for *independent Laboratory Testing* is the fact that the paint being ordered uses federal-aid funding. FHWA and FAA requirements are specific regarding testing for conformance to the specifications. Federally, the Department is required to perform *Quality Assurance* on materials purchased with federal-aid funding (23 CFR 637). *Quality Assurance (QA)*, with respect to manufactured items, like paint, requires the department to inspect, sample, and test the product being purchased, shipped, and delivered with federal-aid funding. Specifying the *laboratory testing being subsidiary to the unit price* of the product is fairly routine for manufactured items, but to assure a *chain-of-custody* for the samples requires department personnel or our agent (Consultants like Mayes Testing) to randomly sample the material we are scheduled to receive, or at a minimum be present to identify which of our containers/totes the samples will be taken from and be on site to witness and take custody of the samples after they are put into the proper packaging for shipment to the testing laboratory. Once the samples are acquired from the departments paint containers/totes, Mayes Testing would then prepare the sample for shipping to the *Independent Accredited Laboratory* for testing themselves. After the Testing Laboratory has received and tested the samples, the *Test Reports* would then be electronically sent to the Department and the *Invoice/Bill* for the testing work would be sent directly to the Contractor for payment. Since the *Testing Laboratory* is both *Accredited & Independent* the Department can be assured that the testing was performed in accordance with the proper testing procedures & protocols, i.e. the test results are representative of the quality of the product being supplied to the State of Alaska. If the Test reports show that the Paint met or exceeded the specifications, the paint would be immediately released for shipment.

***Designated Agent:**

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

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 from the manufactured date listed on the container. The paint must dry to an elastic adherent finish and show no appreciable discoloration when a thin section is exposed to sunlight. The vendor shall replace any paint which has become unfit for use, either due to leakage of containers or any other reason not due to handling by user.

SPECIFICATIONS (cont.)

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

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

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

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

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

H. SUITABILITY: The paints provided under this contract must be suitable for application using standard or airless traffic painting equipment. All paints provided shall provide durable pavement markings, primarily on asphalt concrete surfaces but are still suitable for Portland cement concrete applications. Provide paints of the fast-dry type, suitable for lowest temperature and highest humidity applications. Submit limitations and recommended storage, equipment and methods of application with Compliance with Specifications under each Specification.

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

SPECIFICATION NO. 1

SOLVENT BASED TRAFFIC MARKING PAINT, LOW VOC – WHITE AND YELLOW:

1. COMPOSITIONAL REQUIREMENTS:

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

SPECIFICATIONS (cont.)

2. SOLVENT BASE TRAFFIC MARKING PAINT REQUIREMENTS:

CHARACTERISTIC	MINIMUM	MAXIMUM	TEST METHOD
Viscosity @ 77°F, (25°C), KU	75	90	ASTM D562
Weight per Gallon at 77°F, (25°C)	11.0	-	ASTM D1475
Fineness of Grind, Hegman	2	-	ASTM D1210
Drying Time for no-pick-up, Minutes	-	10	ASTM D711
Contrast Ratio @ 5 mils wet, White and Colors (Black)	0.92 (1.0)	-	See "H" below
Colors: Yellow 33538; White: 37925; Blue 35180; Red 31138; Black 37038 or approved equals	Pass		FED-STD-595C
Volatile Organic Compounds (VOC), grams/liter (lbs./gallon)	-	150 (1.25)	EPA 40 CFR Part 59, ASTM D3960
Total Solids, % by weight	70	-	ASTM D2369
Total Solids, % by Volume	43	-	ASTM D2697

- A. **Prohibited Materials:** The Manufacturer must certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents (such as Methylene Chloride), or any carcinogen, as defined in 29 CFR 1910.1200, at time of bid opening.
- B. **Manufacturer's recommended equipment, temperatures, humidity and any other limits for safe and proper application, use, as well as storage of these materials and containers.**
- C. **Condition in Container:** For a minimum of up to one (1) year from the manufactured date listed on the container., the paint shall meet each of the following conditions:
- (1) Not show excessive settling in a freshly opened full can
 - (2) Show no curdling, slivering, caking, lumps, skins, or color separation
 - (3) Be easily re-dispersed when mixed with a paddle
 - (4) Be easily re-dispersed after 5 minutes of mechanical shaking using a standard commercial paint shaker
- D. **Water Resistance:** Guaranteed water resistant when applied properly.
- E. **Weathering:** Guaranteed against cracking and weathering under extreme conditions when applied properly.

SPECIFICATIONS (cont.)

F. Storage Stability:

- (1) The material shall not show evidence of heavy caking or settling which requires mechanical means to return the product to usable condition for a period of up to one (1) year from the date received by the State of Alaska.
- (2) There shall be no viscosity increase of 5 Krebs Units over the originally reported viscosity after aging in the container or decomposition of the product. Field examination of previously unopened containers shall not disclose evidence of un-dissolvable gelatinous vehicle separation, heavy skin formation, or corrosion of the container of batches for up to one (1) year from the manufactured date listed on the container. Containers stored under adverse conditions such as uncovered areas unprotected from the elements shall show no evidence of the above conditions over a period up to six (6) months from the shipment date from manufacturer.

G. Application Temperature: The manufacturer's recommended minimum application temperature (air, surface and material) shall be 40° Fahrenheit or lower.

H. Dry opacity for both Solvent and Waterborne Paints: On a black/white Leneta chart, Form 2A Opacity; draw down a film of the sample covering both black and white portions of the chart. Use an appropriate gap draw-down blade that will produce a 5 mil Dry Film Thickness (DFT). Dry the specimen 24 hours at 25°C. Use a suitably calibrated filter photometer, conforming to ASTM Designation: E 1347, to measure alternately the 45°/0° daylight luminous directional reflectance (Y) of the specimen over the white and black portions of the chart. Calculate dry opacity as follows: Dry Opacity = Reflectance over black / Reflectance over white. (Example: Dry Opacity = 82% ÷ 85% = 0.965)

Table 1 Quantitative Requirements Characteristics	Min	Max	
Dry Opacity - White and colors Black	0.92 1.00	---	ASTM D2805

Dry opacity. Use the procedure of ASTM 2805, calculate the contrast ratio of the paint applied at a wet film thickness of 0.13 mm (0.005 in). Evaluate for conformance with Table 1.

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

3. SOLVENT BASE PAINT PACKAGING AND MARKING:

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

- 1) non-returnable 5 gallon buckets and 55 gallon drums
- 2) returnable bulk steel containers between 250-400 gallons

A. DRUMS & BUCKETS – NON-RETURNABLE AND DISPOSABLE

The material shall be supplied in new or reconditioned 55 gallon, pressure-tested, removable-lid steel drums or 5 gallon buckets (where specified) that conform to all applicable DOT, EPA OSHA or other Federal requirements. All paint furnished shall be shipped in clean, open head drums or buckets. "Clean" is defined as containers that are free of any debris or paint remnants.

One end of the drum shall have a completely detachable head. The heads shall be of uniform size and type, so that the recessed part of the head will make contact with the top edge of drum over the entire circumference. The head shall be securely fastened to the top of the drum by means of a lever ring lock or by ring lock with bolt fastener. The hardware shall be galvanized or of non-corrosive metal. The assembly shall be coated with a lubricant to further protect from corrosion and facilitate easy removal. Drums must have new gaskets to ensure an airtight seal. The head and a portion on the side of each drum shall be painted the same color as the traffic paint contained therein. Drums of paint are to be shipped single tier only.

SPECIFICATIONS (cont.)**B. BULK STEEL CONTAINERS - RETURNABLE ONLY - SOLVENT BASE PAINT**

The materials shall be supplied in new or "clean" reconditioned, containers must comply with all applicable DOT, EPA OSHA or other Federal and State requirements. These containers shall be sized to safely contain for transport and use in Alaska from 250 to 400 gallons of paint. The contractor must state on the bid schedule the gallon size of container being offered.

"Clean" is defined as containers that are free of any debris or paint remnants from previous shipments. Any paint received with debris or obvious contamination will be returned to the Contractor at no cost to the State. Replacement of contaminated containers is required with fourteen days (14) working days following notification to the Contractor. The Contractor's failure to provide replacement containers in the time allowed will force the State to enact the Contractor's bond or individual surety.

Containers shall be provided with a top opening of 16 inches in diameter with new gaskets. The steel containers shall have vents and be resistance to rain water from entering through the vents. The bottom of containers shall be fitted for forklift pickup from all four sides and will have a 2" male cam-lock fitting on top & bottom. In order that containers fit existing DOT&PF equipment, the Contractor will supply specific sized containers to some locations as noted in the Bid Schedule. Specific requirements include square shaped containers with a square bottom dimension of 48" x 48".

C. MARKING

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

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

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

4. RETURN OF SOLVENT BASE PAINT CONTAINERS

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

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

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

SPECIFICATIONS (cont.)**COMPLIANCE TO SPECIFICATIONS NO. 1:**

Bidders must submit the following, for Specification No. 1 with their bid:

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

SPECIFICATION NO. 2**TRAFFIC PAINT SOLVENT**

Traffic Paint Solvent shall be the traffic paint manufacturers recommended solvent for use in cleaning State painting equipment ensuring total compatibility between the solvent and paint and shall provide total paint performance per the paint specifications. Packaging is to be in standard 55 gallon drums or 5 gallon buckets (where specified) meeting the drum requirements per Specification 1 suitable for the contents and meeting all applicable safety and transportation requirements. The Marking and packaging requirements of Specification 1 apply to Traffic Paint Solvent containers.

- A. 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, at time of bid opening.
- B. Each container shall be labeled or stenciled to clearly identify the contents [PAINT SOLVENT].

SPECIFICATION NO.3**ACRYLIC WATERBORNE TRAFFIC PAINT – WHITE, YELLOW & RED:**

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

SPECIFICATIONS (cont.)

Table 1. Quantitative Requirements

CHARACTERISTIC	MINIMUM	MAXIMUM	TEST METHOD
Consistency	80	90	ASTM D562
Volatile organic content (VOC), grams/liter	---	150	ASTM D3960
Solids by volume ¹			ASTM D2697
Yellow or white	60	---	
Other Colors	58	---	
Pigment, percent by weight	60	62	ASTM D3723
Dry opacity - White and colors	0.95	---	See Spec. 1, Sec. 2, "H"
Black	1.00		
Directional reflectance of white paint, percent	85	---	ASTM E1347
Drying time for no-pick-up, minutes	---	10	ASTM D711
Fineness of dispersion, Hegman	3.0	---	ASTM D1210
Heat-shear stability, consistency, KU ²	68	105	TT-P-1952F
Bleeding ratio	0.95	---	ASTM D868

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

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

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

- B. Colors: Per Federal Standard 595C: White - 37925; Yellow - 33538 or 33655 and; Red - 31136
- C. Application Temperature: The manufacturer's recommended minimum application temperature (air, surface and material) shall be 50^o Fahrenheit or lower.
- D. Water Resistant: Guaranteed water resistant and resistant to weathering or cracking under extreme conditions when applied properly.
- E. Prohibited Materials: The Manufacturer must certify that the product does not contain mercury, lead, hexavalent chromium, toluene, chlorinated solvents, hydrolysable chlorine derivatives, ethylene-based glycol ethers and their acetates, or any carcinogen, as defined in 29 CFR 1910.1200. Test for lead and chromium to show that the paint meets the requirements of Federal Specification TT-P-1952E, **at time of bid opening.**

SPECIFICATIONS (cont.)

- F. Cold Flexibility: The paint shall be applied to an aluminum Q panel at a wet film thickness of 15 mils and allowed to dry at room temperature (65-80F) and ambient humidity (40-70% RH) for 24 hours. A cylindrical mandrel apparatus (per ASTM D522 method B) shall be put in a 40 F refrigerator when the paint is drawn down. After 24 hours, the aluminum panel with dry paint shall be put in the 40F refrigerator with the mandrel apparatus for 2 hours. After 2 hours the panel and test apparatus shall be removed and immediately tested to according to ASTM D522 to evaluate cold flexibility. Paint must show no evidence of cracking, chipping or flaking when bent 180 degrees over a 12.7mm (0.5 inch) mandrel. It is important that neither the paint nor apparatus is allowed to warm up owing to handling or exposure to warm air any longer than necessary.
- G. Polymer Identity: **The paint must use 100% FASTRACK 5408 as the sole binder material.** Polymer identity must be confirmed using the fluorescent marker test provided by the polymer manufacturer. Polymer identity must also be confirmed by FTIR match in the polymeric fingerprint region to a known reference polymer sample.

ACRYLIC WATERBORNE TRAFFIC PAINT PACKAGING AND MARKING:**55 GALLON DRUMS & 5 GALLON BUCKETS – NON-RETURNABLE AND DISPOSABLE**

The material shall be supplied in new or reconditioned 55 gallon, pressure-tested, removable-lid steel drums or 5 gallon buckets (where specified) that conform to all applicable DOT, EPA OSHA or other Federal requirements. All paint furnished shall be shipped in clean, open head drums. "Clean" is defined as containers that are free of any debris or paint remnants.

One end of the drum shall have a completely detachable head. The heads shall be of uniform size and type, so that the recessed part of the head will make contact with the top edge of drum over the entire circumference. The head shall be securely fastened to the top of the drum by means of a lever ring lock or by ring lock with bolt fastener. The hardware shall be galvanized or of non-corrosive metal. The assembly shall be coated with a lubricant to further protect from corrosion and facilitate easy removal. Drums must have new gaskets to ensure an airtight seal. The head and a portion on the side of each drum shall be painted the same color as the traffic paint contained therein. Drums of paint are to be shipped single tier only.

250 GALLON CONTAINERS – NON-RETURNABLE AND DISPOSABLE

Where specified, the materials shall be supplied in non-returnable & disposable new or clean recycled intermediate containers that comply with all applicable DOT, EPA OSHA or other Federal and State requirements, "Clean" is defined as containers that are free of any debris or paint remnants from previous shipments. These containers shall be built to safely contain acrylic waterborne traffic paints for transport and use in Alaska. The bottom of the 250 gal containers shall be fitted for forklift pickup from all four sides and will have a 2" male cam-lock fitting on top & bottom.

250 gallon container construction shall consist of:

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

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

SPECIFICATIONS (cont.)**CONTAINER MARKING**

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

- (a) Name: Paint, Traffic and Airfield Marking, Waterborne
- (b) Specification: No. 3 and TT-P-1952F, Type II
- (c) Color
- (d) Batch Number
- (e) Date of Manufacture
- (f) Quantity Paint in Container
- (g) Container ID number
- (h) Information and Warnings as may be required by Federal and State Laws
- (i) Manufacturer's Name and Address
- (j) Tare weight of empty container

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

COMPLIANCE TO SPECIFICATION NO. 3:

Bidders must submit the following with their bid:

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

SPECIFICATION NO. 4**REFLECTIVE GLASS BEADS – FOR AIRPORTS OR HIGHWAYS**

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

- A. **AIRPORT BEADS:** Meet Federal Specification TT-B-1325D, Type I, Gradation A
- B. **HIGHWAY BEADS:** Meet AASHTO M 247, Type I

2. PACKAGING AND MARKING:

A. **BAGS:** 50 pounds

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

SPECIFICATIONS (cont.)

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

B. SUPER SACK BAGS: 2,000 to 2,400 pounds.

The spheres will be shipped in new or reconditioned "chase type" polypropylene bags with the following features:

- (1) 6 oz. weave material;
- (2) fully opened closure skirt on top;
- (3) 20" discharge chute on bottom block on spout – 2 cm wide to PP woven tie;
- (4) 4 top-lift loops of adequate length to allow lifting by a control hook when full;
- (5) 2.5 mil polyethylene inner liner **assembled to prevent liner from slipping and clogging chute during discharge;**
- (6) Secure bags to standard wooden 42" x 42" non-returnable type pallet, full coverage with pallet jack accessible bottom - 2" max gap; pallets must be of appropriate strength to prevent bags from sagging through the top deck.
- (7) Shrink wrapped with plastic of minimum thickness of 5 mils for protection and to prevent water Seepage.
- (8) At time of delivery, all pallet loads must be straight and stable, suitable for reshipping without further adjustments.

All bags supplied by this contract must be new and delivered dry and undamaged. Open, torn or ripped bags shall be rejected. Rejected bags and replacement product shall be at the Contractor's expense. All bags shall be non-returnable and become the property of the State upon receipt and acceptance at the final destination. These bags shall be sized from 2,000 to 2,400 pounds when full. **The contractor must state on the bid schedule the size of bag being offered.**

C. REFLECTIVE GLASS BEAD BAG MARKING

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

- (1) Name: Reflective Glass Beads, Highway or Airport
- (2) Specification: 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 NO 4:

Bidders must submit the following with their bid:

- (1) Note the specification number
- (2) Certified test reports for 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
- (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 authorized representative of the firm, indicating all products submitted for bid are compliant with these specifications

SPECIFICATIONS (cont.)

- (6) **Notarized Affidavits** of Compliance signed by authorized representative of the firm, indicating all containers submitted for bid are compliant with these specifications
- (7) Manufacturer's recommended equipment and any other limits for safe and proper application, use, as well as storage of these materials and containers
- (8) Product Support: Contact name, address, email and telephone number(s)

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

REPORTING, TRACKING AND INVENTORY OF BULK STEEL CONTAINERS

This section applies to the Steel returnable containers only. All other method of containers shall be non-returnable & disposable.

Detailed Shipping Manifest Required Prior to Delivery:

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

Manifests must be identified by the following:

1. Contract No. 2517C017-F
2. F.O.B. Point(s)
3. State's Purchase Order
4. Container ID number
5. Color of Paint
6. Size of Container
7. Sailing date (or indicate if shipment is pending)

Weekly, until all orders have been scheduled for shipment, the contractor must update manifests and submit electronically to the Procurement Officer at: daniel.trubiano@alaska.gov

Example of Shipping Manifest:

CA 2517C017-F

Date Submitted: 3/23/2017

F.O.B.	State's Purchase Order #	Container # PS = Pending Shipment	Paint Color	Container Size	Sailing Date PS = Pending Shipment
ANCHORAGE	170004519	5555	W	345 gal.	3/27/2017
ANCHORAGE	170004519	29305	W	345 gal.	3/27/2017
BETHEL	170004522	7908	Y	345 gal.	3/27/2017
DILLINGHAM	170004534	4346	W	345 gal.	3/27/2017
PALMER	170004555	PS	Y	345 gal.	PS

Relocation of Steel Containers:

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

SPECIFICATIONS (cont.)**Return of Steel Containers:**

The return of the containers shall proceed as follows:

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

Inventory:

The Contractor must maintain a current inventory of all bulk Steel 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 2517C017-F

Date: 9/19/2017

F.O.B.	State's Purchase Order #	Container # PS = Pending Shipment	Paint Color	Container Size	Sailing Date PS = Pending Shipment	Relocate to /TRA #	Return to FOB/TRA #	RA No.	Date Rec'd
ANCH.	170004519	5555	W	345 gal.	3/27/2017	FIA/173	174	159	11/14/17
ANCH.	170004519	29305	W	345 gal.	3/27/2017			7644	11/22/17
BETH.	170004522	7908	Y	345 gal.	3/27/2017			65221	12/17/17
DILL.	170004534	4346	W	345 gal.	3/27/2017			3255	12/22/17

REQUIRED DOCUMENTS

A BIDDER'S FAILURE TO COMPLY WITH THE FOLLOWING WITHIN THE TIME SET BY THE STATE, MAY CAUSE THE STATE TO CONSIDER THE BIDDER NON-RESPONSIVE

DOCUMENTS REQUIRED AT TIME OF BID OPENING:

- 1) COMPLETE AND SUBMIT PAGE 1 OF THE ITB
- 2) COMPLETE AND SUBMIT BID SCHEDULE (pages 25-29)
- 3) All MANDATORY RETURN AMENDMENTS (if applicable)
- 4) CERTIFIED LAB TESTS (page 8)
- 5) BID GUARANTEED (page 9)
- 6) PROHIBITED MATERIALS CERTIFICATION (Solvent Paint - page 15)
- 7) PROHIBITED MATERIALS CERTIFICATION (Solvent - page 18)
- 8) PROHIBITED MATERIALS CERTIFICATION (Waterborne Paint - page 19)
- 9) COMPLIANCE TO SPECIFICATIONS NO. 1 (page 18)
- 10) COMPLIANCE TO SPECIFICATIONS NO. 3 (page 21)
- 11) COMPLIANCE TO SPECIFICATIONS NO. 4 (pages 22 & 23)

DOCUMENTS REQUIRED UPON CONTRACT AWARD:

- 1) ALASKA BUSINESS LICENSE (page 5)
- 2) PROOF OF INSURANCE (page 7)

BID SCHEDULE

RETURN OF BULK STEEL CONTAINERS:

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

Email: _____

Phone: _____

Fax: _____

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

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

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

BIDDER'S INFORMATION:

Company Name

Contact

Mailing Address

Phone Number

City, State, Zip

EMAIL Address

BID SCHEDULE

LOT 1 - Federally (FAA) Funded

LOT 1 - FAA FUNDED

Lot 1 (A) F.O.B. Bethel, 3517 Chief Eddie Hoffman Drive, Bethel, AK 99559
 DELIVERY IS REQUIRED NO LATER THAN JUNE 15, 2017 (FIRST BARGE)

Lawrence Davis PH: (907) 543-2495 Cell: (907) 545-2635
 Email: lawrence.davis@alaska.gov

Item #	Description	Container Size	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
1	Acrylic Waterborne White Traffic Paint	250 gal. Disposable Container	1,500	\$	\$	\$
2	Acrylic Waterborne Yellow Traffic Paint	250 gal. Disposable Container	750	\$	\$	\$
3	Acrylic Waterborne Red Traffic Paint	5 gal. Bucket	50	\$	\$	\$

Total Extended Price Lot 1A (Items 1-3): \$

Lot 1 (B) F.O.B. Homer Airport, 2336 Kachemak Drive, Homer, AK 99603
 DELIVERY IS REQUIRED NO LATER THAN MAY 1, 2017

Kevin Jones PH: 235-5217 Cell: 399-4069
 Email: kevin.jones@alaska.gov

Item #	Description	Container Size	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
4	White Traffic Paint (Spec. 1)	345gal. Steel Returnable Container (square)	1,725	\$	\$	\$
5	Yellow Traffic Paint (Spec. 1)	345gal. Steel Returnable Container (square)	690	\$	\$	\$
6	Paint Solvent (Toluene)	55 gal. Drum	55	\$	\$	\$

Item #	Description	Bag Size	Quantity (Pounds)	x Price per lb.	+ Freight Price per lb.	Total Extended Price
7	Marking Beads, HWY	2000 to 2400 lb. Super Sack Bag	12,000	\$	\$	\$

Indicate size of returnable steel container offered for Paint: _____/gal.

Indicate size of bag offered for Marking Beads: _____/lbs.

Total Extended Price Lot 1B (Items 4-7): \$

Lot 1 (C) F.O.B. McGrath Airport, 21 DNR Drive, McGrath, AK 99627
 DELIVER IS REQUIRED NOT BEFORE MAY 15, 2017 AND NO LATER THAN JUNE 30, 2017

Steffen Strick PH: (907) 524-3241 Cell: (907) 574-0449
 Email: steffen.strick@alaska.gov

Item #	Description	Container Size	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
8	Acrylic Waterborne White Traffic Paint	55 gal. Drum	440	\$	\$	\$
9	Acrylic Waterborne Yellow Traffic Paint	55 gal. Drum	55	\$	\$	\$

Item #	Description	Bag Size	Quantity (Pounds)	x Price per lb.	+ Freight Price per lb.	Total Extended Price
10	Marking Beads, APT	2000 to 2400 lb. Super Sack Bag	2,400	\$	\$	\$

Indicate size of bag offered for Marking Beads: _____/lbs.

Total Extended Price Lot 1C (Items 8-10): \$

BID SCHEDULE

LOT 1 - Federally (FAA) Funded

Lot 1 (D) F.O.B. Seward Airport, 30049 Seward Highway MP 23.9, Seward, AK 99664
 DELIVER IS REQUIRED NO LATER THAN MAY 1, 2017

Kevin Knotek PH: (907) 288-2428 Cell: (907) 769-1001
 Email: kevin.knotek@alaska.gov

Item #	Description	Container Size	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
11	White Traffic Paint (Spec. 1)	345gal. Steel Returnable Container (square)	690	\$	\$	\$
12	Yellow Traffic Paint (Spec. 1)	345gal. Steel Returnable Container (square)	345	\$	\$	\$
13	Paint Solvent (Toluene)	55 gal. Drum	55	\$	\$	\$

Item #	Description	Bag Size	Quantity (Pounds)	x Price per lb.	+ Freight Price per lb.	Total Extended Price
14	Marking Beads, HWY	2000 to 2400 lb. Super Sack Bag	7,200	\$	\$	\$

Indicate size of returnable steel container offered for Paint: _____/gal.

Total Extended Price Lot 1D (Items 11-14): \$

Indicate size of bag offered for Marking Beads: _____/lbs.

Lot 1 (E) F.O.B. Soldotna M&O, 46445 Sterling Hwy., Soldotna, AK 99669
 DELIVER IS REQUIRED NO LATER THAN MAY 1, 2017

Brian Gabriel PH: (907) 262-4414 Cell: (907) 398-7988
 Email: brian.gabriel@alaska.gov

Item #	Description	Container Size	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
15	Paint Solvent (Toluene)	55 gal. Drum	110	\$	\$	\$
Total Extended Price Lot 1E (Item 15):						\$

LOT 1 (A-E) - GRAND TOTAL EXTENDED PRICES: \$

PAINT Manufacturers/Suppliers/Brands: _____
 (The bidder's failure to provide this information may cause the bid to be rejected as non-responsive.)

BEADS Manufacturers/Suppliers/Brands: _____
 (The bidder's failure to provide this information may cause the bid to be rejected as non-responsive.)

SOLVENT Manufacturers/Suppliers/Brands: _____
 (The bidder's failure to provide this information may cause the bid to be rejected as non-responsive.)

BID SCHEDULE

LOT 2 - Federally (FHWA) Funded

LOT 2 - FHWA FUNDED

Lot 2(A) F.O.B. Anchorage, 5300 East Tudor Road, Anchorage, AK 99507
 DELIVERY IS REQUIRED NO LATER THAN MAY 1, 2017

Contact: Kurt Koehler PH: (907) 338-1475 Cell: (907) 440-8451
 Email: kurt.koehler@alaska.gov

Item #	Description	Container Size	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
1	White Traffic Paint (Spec. 1)	345gal. Steel Returnable Container	7,590	\$	\$	\$
2	Yellow Traffic Paint (Spec. 1)	345gal. Steel Returnable Container	7,245	\$	\$	\$
3	Paint Solvent (Toluene)	55 gal. Drum	55	\$	\$	\$

Item #	Description	Bag Size	Quantity (Pounds)	x Price per lb.	+ Freight Price per lb.	Total Extended Price
4	Marking Beads, HWY	2000 to 2400 lb. Super Sack Bag	88,800	\$	\$	\$

Indicate size of returnable steel container offered for Paint: _____/gal.
 Indicate size of bag offered for Marking Beads: _____/lbs.

Total Extended Price Lot 2A (Items 1-4): \$

Lot 2 (B) F.O.B. Bethel, 3517 Chief Eddie Hoffman Drive, Bethel, AK 99559
 DELIVERY IS REQUIRED NO LATER THAN JUNE 15, 2017 (FIRST BARGE)

Lawrence Davis PH: (907) 543-2495 Cell: (907) 545-2635
 Email: lawrence.davis@alaska.gov

Item #	Description	Container Size	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
5	Acrylic Waterborne White Traffic Paint	250 gal. Disposable Container	500	\$	\$	\$
6	Acrylic Waterborne Yellow Traffic Paint	250 gal. Disposable Container	750	\$	\$	\$

Total Extended Price Lot 2B (Items 5-6): \$

BID SCHEDULE

LOT 2 - Federally (FHWA) Funded

Lot 2 (C) F.O.B. Palmer Maintenance Station, 289 Inner Springer Loop Rd., Palmer, Alaska 99645
 DELIVERY IS REQUIRED NO LATER THAN MAY 1, 2017

Contact: Galen McIver PH: (907) 745-2159 Cell: (907) 355-6536
 Email: galen.mciver@alaska.gov

Item #	Description	Container Size	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
7	White Traffic Paint (Spec. 1)	345gal. Steel Returnable Container	13,455	\$	\$	\$
8	Yellow Traffic Paint (Spec. 1)	345gal. Steel Returnable Container	11,730	\$	\$	\$

Item #	Description	Bag Size	Quantity (Pounds)	x Price per lb.	+ Freight Price per lb.	Total Extended Price
9	Marking Beads, HWY	2000 to 2400 lb. Super Sack Bag	96,000	\$	\$	\$

Indicate size of returnable steel container offered for Paint: _____/gal.
 Indicate size of bag offered for Marking Beads: _____/lbs.

Total Extended Price Lot 2C (Items 7-9): \$

Lot 2 (D) F.O.B. Soldotna Maintenance Station, 46445 Sterling Hwy., Soldotna, Alaska 99669
 DELIVERY IS REQUIRED NO LATER THAN MAY 1, 2017

Contact: Brian Gabriel PH: (907) 262-4414 Cell: (907) 398-7988
 Email: brian.gabriel@alaska.gov

Item #	Description	Container Size	Quantity (Gallons)	x Price per Gallon	+ Freight Price per Gallon	Total Extended Price
10	White Traffic Paint (Spec. 1)	345gal. Steel Returnable Container (square)	8,970	\$	\$	\$
11	Yellow Traffic Paint (Spec. 1)	345gal. Steel Returnable Container (square)	7,590	\$	\$	\$
12	Paint Solvent (Toluene)	55 gal. Drum	55	\$	\$	\$

Item #	Description	Bag Size	Quantity (Pounds)	x Price per lb.	+ Freight Price per lb.	Total Extended Price
13	Marking Beads, HWY	2000 to 2400 lb. Super Sack Bag	96,000	\$	\$	\$

Indicate size of returnable steel container offered for Paint: _____/gal.
 Indicate size of bag offered for Marking Beads: _____/lbs.

Total Extended Price Lot 2D (Items 10-13): \$

LOT 2 (A-D) GRAND TOTAL EXTENDED PRICES: \$

PAINT Manufacturers/Suppliers/Brands: _____
 (The bidder's failure to provide this information may cause the bid to be rejected as non-responsive.)

BEADS Manufacturers/Suppliers/Brands: _____
 (The bidder's failure to provide this information may cause the bid to be rejected as non-responsive.)

SOLVENT Manufacturers/Suppliers/Brands: _____
 (The bidder's failure to provide this information may cause the bid to be rejected as non-responsive.)



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

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

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

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

IV. NOT USED

V. NOT USED

VI. NOT USED

VII. NOT USED

VIII. SAFETY: ACCIDENT PREVENTION

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

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

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

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

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

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

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

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

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