

INVITATION TO BID (ITB) NUMBER 2520S005

RETURN THIS BID TO THE ISSUING OFFICE AT:

Department of Transportation & Public Facilities
Statewide Contracting & Procurement
P.O. Box 112500
(3132 Channel Drive, Suite 350)
Juneau, Alaska 99801-2500



THIS IS NOT AN ORDER

DATE ITB ISSUED: June 12, 2019

ITB TITLE: Highway & Airport Maintenance Sand for Various Locations Southcoast Region

SEALED BIDS MUST BE SUBMITTED TO THE STATEWIDE CONTRACTING & PROCUREMENT OFFICE AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 2:00 PM ALASKA TIME ON JUNE 25, 2019 AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

DELIVERY LOCATION: Various locations see the Bid Schedule

DELIVERY DATE: See Bid Schedule

F.O.B. POINT: Final Destination

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

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (1) the bidder has a valid Alaska business license, or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one of the following forms of evidence must be submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized statement that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and
 - all terms and conditions set out in this Invitation to Bid (ITB).

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

Paul Nakachi PROCUREMENT OFFICER	1) _____ COMPANY SUBMITTING BID	7) _____ ALASKA BUSINESS LICENSE NUMBER (Is name on license the same as Item 1?)
	2) _____ PRINTED NAME	
	3) _____ EMAIL ADDRESS	8) DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
TELEPHONE NUMBER: 907-465-8446	4) _____ AUTHORIZED SIGNATURE	
FAX NUMBER: 907-465-3124	5) _____ TELEPHONE NUMBER	9) DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
EMAIL: paul.nakachi@alaska.gov		SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
	6) _____ FEDERAL TAX ID NUMBER	10) _____ DATE

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INSTRUCTIONS TO BIDDERS:

1. INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

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

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

Bidder's Return Address
Department of Transportation & Public Facilities Statewide Contracting & Procurement P.O. Box 112500 Juneau, AK 99811-2500
Physical Address: 3132 Channel Dr., Suite 350, Juneau, AK 99801
ITB No.: <u>2520S005</u>
Opening Date: <u>June 25, 2019 at 2:00 pm Alaska Time</u>

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.

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CONDITIONS:

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

15. CONTRACT EXTENSION: Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. DEFAULT: In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

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

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

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

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

SPECIAL CONDITIONS:

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

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

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

PREFERENCES:

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

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

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

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

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

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

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

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

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

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ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing for information on these licenses.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>
Phone: (907) 465-2550
Email: license@alaska.gov

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

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

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

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

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

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

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Alaska Bidder Preference Statement

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

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

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

BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Department of Transportation & Public Facilities at one of the following numbers no later than 10 days prior to bid opening to make any necessary arrangements.

Telephone: (907) 465-8448
Fax: (907) 465-3124

Callers with telephone accessibility needs are encouraged to call the Alaska Relay Service. The Alaska Relay Service provides telephone accessibility to people who are deaf, hard-of-hearing or speech disabled. Callers should be prepared to provide the specific phone number at the Department of Transportation & Public Facilities that they wish to call:

Alaska Relay Service Phone Numbers and websites:

Voice or TTY: dial 711 (if voice, wait on line for representative to answer)
TTY: 1-800-770-8973 (text only)
Voice: 1-800-770-8255
VCO Direct: 1-800-770-6108 (Voice Carry Over)
ASCII: 1-800-770-3919
STS: 1-866-355-6198 (Speech to Speech)
Spanish: 1-866-355-6199
IP Relay: www.sprintrelayonline.com (Internet Relay)
Website: www.AlaskaRelay.com

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

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

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

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

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

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

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

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/j/tip/rls/tiprpt/2018/282584.htm>

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

CONTRACT INTENT:

This Invitation to Bid (ITB) is intended to result in the purchase of Highway/Airport Maintenance Sand for various locations in Alaska for the Department of Transportation & Public Facilities, Southcoast Region, Highway and Airport Maintenance and Operations.

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, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

PAYMENT FOR STATE PURCHASES: Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of the contracting officer of record within the Department of Transportation & Public Facilities, Statewide Contracting & Procurement.

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.

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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.

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.

LIQUIDATED DAMAGES: The following liquidated damages may be applied:

- a. **GENERAL:** Late delivery will cause the state to suffer damages. Actual damages will be difficult to assess; therefore, by signature on the face page of this ITB, it is mutually agreed that contractor payment will be reduced at a rate of three percent per calendar week of the total amount of material not delivered by the **September 28, 2019 deadline**. A maximum of 12% can be deducted from the contract price in the event of late delivery.
- b. **AIRPORT OR HIGHWAY MAINTENANCE SAND MUST MEET SPECIFICATIONS:**
 - If the Airport Maintenance Sand or the Highway Maintenance Sand is in non-conformance with the ¼ inch (airport) or the 3/8 inch (highway) specifications, this can be cause for rejection of the entire shipment.
 - If the Airport Maintenance Sand or the Highway Maintenance Sand is out of specification on either the #16 or the #200 sieve, the total contract price will be reduced by two percent (2%) for every one percent (1%) the material is out of specification on each sieve.
 - For every one percent (1%) the moisture content of the sand is above the specification limit of five percent (5%), the total contract price will be reduced by two percent (2%). This contract price reduction will be separate and in addition to any contract price reduction resulting from the gradation being out of specification.
 - If quality control test results per specifications are not provided in full compliance with the terms of this contract, a five percent (5%) price reduction will be levied on the total contract price. The Department will sample the material upon delivery before contamination takes place and test for conformance to the grading and moisture content requirements. Acceptance sampling and testing will meet the frequency of one test per 5,000 cubic yards.

CONTRACT PERIOD: The length of the contract will be from:

- The date of award, through final delivery, no later than September 28, 2019.

CONTRACT PRICES: Contract prices shall remain firm through the duration of the contract.

STATE OF ALASKA ITB # 2520S005
Highway & Airport Maintenance Sand for Various Locations Southcoast Region

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

DELIVERY FOR ALL LOTS: Delivery dates are applicable to all Lots on the bid schedule.

- a. All required products must be delivered to the specified state location or stockpiled at the locations as indicated on the bid schedule and specifications section of this ITB no later than **September 28, 2019**. By signature on page one of this ITB, the bidder guarantees delivery to each location within the timeframe set forth in the Bid Schedule
- b. Contractor will notify the maintenance station foreman at each location at least two weeks prior to commencing delivery.
- c. Contractor will deliver and stockpile sand at the locations specified in the bid schedule of this Invitation to Bid (ITB). Stock piling will be done to the DOT Maintenance Foreman's instructions. If stockpiling is not required it will be noted in the bid schedule of this ITB.
- d. Deliveries will continue Monday through Friday, 8 AM to 4 PM, or as scheduled by the State's authorized representative at each location until the complete quantity ordered has been delivered, prior to **September 28, 2019**.

F.O.B. POINT: The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the State.

INVOICE AND PAYMENT: Contractor will provide to the Contract Project Manager invoices with tickets from certified scales for each load or other mutually agreed upon method to verify delivered quantities. Payment to the contractor will not be made until after receipt of all documents and verification that contracted quantities have been delivered and that the material meets all specifications.

Invoices must include the purchase order/contract number and be sent directly to the following addresses:

For Southeast District:

ATTN: Scott Gray, M&O Superintendent
DOT&PF
Maintenance & Operations
PO Box 112506
Juneau, AK 99811-2506.

For Kodiak Aleutian District:

ATTN: Robert Green, M&O Superintendent
DOT&PF
Maintenance & Operations
1500 Anton Larsen Road
Kodiak, AK 99615

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

QUANTITIES: The quantities referenced in this ITB are a firm order quantity. Orders will be issued throughout the contract period on an as-needed basis.

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item. The State will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.

METHOD OF AWARD: Award will be made by lot to the lowest responsive and responsible bidder. There are seven (7) lots. In order to be considered responsive for a lot, bidders must bid on all items within that lot.

*Note: Bidders need not respond to all lots, but all items within the lot(s) submitted must be priced. Only lots submitted for the State's consideration are required as a deliverable.

SPECIFICATIONS

SPECIFICATION 1 – HIGHWAY MAINTENANCE SAND

All material delivered under the contracts resulting from this ITB must comply with the following specifications for Highway Maintenance Sand:

1. General

Highway maintenance sand shall contain no muck, frozen material, roots, sticks, or deleterious material and shall be suitable for winter sanding operations. It shall consist of natural sand or manufactured sand or combinations thereof, having hard, strong, durable particles. Material from different sources of supply shall be blended uniformly. It shall have a moisture content of not more than five percent (5%) at the time of weighing.

2. Highway Sand Gradation Requirements: Sand shall meet the following grading requirements:

Sieve Designation	% Passing by Weight
3/8 inch	100%
#16	0 – 50%
#200	0 – 5%

3. Quality Control.

- a. Contractor is responsible for quality control and shall present evidence the material produced meets the grading and moisture content requirements prior to delivery. Quality control sampling and testing shall meet the frequency of one per 1,000 cubic yards for gradation (with a minimum of one sample), and three samples for moisture content.
- b. Sampling and testing shall be performed by a WAQTC Qualified or NICT Level II qualified technician. The contractor will notify the Department's Contract Project Manager, in writing, as to which WAQTC or NICT Level II qualified technical personnel are to be used to accomplish the specified testing requirements. The contractor shall provide such notification upon contract award.
- c. The contractor will provide the gradation and moisture test results in writing to the Contract Project Manager. If the sand material meets the grading and moisture requirements as evidenced by the supplier's quality control, Department acceptance testing can be waived.

4. Acceptance.

- a. If the sand is out of specification on the 3/8" sieve the Department may reject the entire shipment.
- b. If the sand is out of specification on either the #16 or #200 sieve, the total contract price will be reduced by two percent (2%) for every one percent (1%) the material is out of specification on each sieve.

5. Test Methods.

All sampling and testing practices shall be as provided in the Alaska Test Methods Manual current at time of contract advertising.

SPECIFICATIONS (Continued)

SPECIFICATION 2 – AIRPORT MAINTENANCE SAND

All material delivered under the contracts resulting from this ITB must comply with the following specifications for Airport Maintenance Sand:

1. General

Airport maintenance sand shall contain no muck, frozen material, roots, sticks, or deleterious material and shall be suitable for winter sanding operations. It shall consist of natural sand or manufactured sand or combinations thereof, having hard, strong, durable particles. Material from different sources of supply shall be blended uniformly. It shall have a moisture content of not more than five percent (5%) at the time of delivery.

2. Airport Sand Gradation Requirements: Sand shall meet the following grading requirements:

Sieve Designation	% Passing by Weight
1/4 inch	100%
#16	0 – 50%
#200	0 – 5%

3. Quality Control.

- a. Contractor is responsible for quality control and shall present evidence the material produced meets the grading and moisture content requirements prior to delivery. Quality control sampling and testing shall meet the frequency of one per 1,000 cubic yards for gradation (with a minimum of one sample), and three samples for moisture content.
- b. Sampling and testing shall be performed by a WAQTC Qualified or NICT Level II qualified technician. The contractor will notify the Department's Contract Project Manager, in writing, as to which WAQTC or NICT Level II qualified technical personnel are to be used to accomplish the specified testing requirements. The contractor shall provide such notification upon contract award.
- c. The contractor will provide the gradation and moisture test results in writing to the Contract Project Manager. If the sand material meets the grading and moisture requirements as evidenced by the supplier's quality control, Department acceptance testing can be waived.

4. Acceptance.

- a. If the sand is out of specification on the 1/4" sieve the Department may reject the entire shipment.
- b. If the sand is out of specification on either the #16 or #200 sieve, the total contract price will be reduced by two percent (2%) for every one percent (1%) the material is out of specification on each sieve.
- c. For every one percent (1%) the moisture content of the sand is above the specification limit of five percent (5%), the total contract price will be reduced by two percent (2%). This contract price reduction will be separate and in addition to any contract price reduction resulting from the gradation being out of specification.
- d. If quality control test results are not provided in full compliance with the terms of this contract, a five percent (5%) price reduction will be levied on the total contract price. The Department will sample the material upon delivery before contamination takes place and test for conformance to the grading and moisture content requirements. Acceptance sampling and testing will meet the frequency of one per 5,000 cubic yards.

5. Test Methods.

All sampling and testing practices shall be as provided in the Alaska Test Methods Manual current at time of contract advertising.

BID SCHEDULE

*Note: Bidders need not respond to all lots, but all items within the lot(s) submitted must be priced. Only lots submitted for the State's consideration are required as a deliverable.

SOUTHEAST District

LOT 1: Haines Delivery No Later Than September 28, 2019

Item	Delivery Location	Stockpiler	Specification	Quantity	Unit	Unit Price	Extended Price
1	Haines Maintenance Yard	State	1 - Highway	2,275	Ton	\$	\$
2	MP 25 Haines	State	2 - Airport	1,750	Ton	\$	\$
Total Price for LOT 1							\$

LOT 2: Klawock Delivery No Later Than September 28, 2019

Item	Delivery Location	Stockpiler	Specification	Quantity	Unit	Unit Price	Extended Price
1	Klawock Maintenance Yard	Contractor	1 - Highway	7,700	Cubic Yard	\$	\$
Total Price for LOT 2							\$

LOT 3: Petersburg Delivery No Later Than September 28, 2019

Item	Delivery Location	Stockpiler	Specification	Quantity	Unit	Unit Price	Extended Price
1	Skow Bay Yard, 288 Mitkof Hwy.	Contractor	1 - Highway	700	Ton	\$	\$
Total Price for LOT 3							\$

LOT 4: Skagway Delivery No Later Than September 28, 2019

1	Skagway Maintenance Yard	State	1 - Highway	3,000	Cubic Yard	\$	\$
Total Price for LOT 4							\$

LOT 5: Wrangell Delivery No Later Than September 28, 2019

Item	Delivery Location	Stockpiler	Specification	Quantity	Unit	Unit Price	Extended Price
1	Wrangell Maintenance Yard	State	2 - Airport	400	Cubic Yard	\$	\$
Total Price for LOT 5							\$

KODIAK/ALEUTIAN District

LOT 6: King Salmon Delivery No Later Than September 28, 2019

Item	Delivery Location	Stockpiler	Specification	Quantity	Unit	Unit Price	Extended Price
1	King Salmon Airport Shop	State	1 - Highway	1,120	Ton	\$	\$
Total Price for LOT 6							\$

LOT 7: Kodiak Delivery No Later Than September 28, 2019

Item	Delivery Location	Stockpiler	Specification	Quantity	Unit	Unit Price	Extended Price
1	Airport	State	2 - Airport	700	Ton	\$	\$
Total Price for LOT 7							\$

I certify that the product offered is entitled to:

1) CLASS I @ 3%

2) CLASS II @ 5%

3) CLASS III @ 7%

Alaska Products Preference in accordance with 3AAC 92

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BID SCHEDULE (Continued)

ORDERING ADDRESS:

Contact:

Phone:

Toll Free:

[FOR STATE USE ONLY. THIS INVITATION TO BID COVERS PR#

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BID RESPONSE CHECKLIST:

1. Completed Page One (1) of the ITB
2. Completed Bid Schedule (pages 13 through 14 of the ITB).

*Note: Bidders need not respond to all lots, but all items within a lot must be priced in order to be considered responsive. Only lots submitted for the State's consideration are required as a deliverable.

3. All Mandatory Return Amendments