

INVITATION TO BID

INVITATION NUMBER 2520S033

RETURN THIS BID TO THE ISSUING OFFICE AT:



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

THIS IS NOT AN ORDER

DATE ITB ISSUED: September 17, 2019

ITB TITLE: Liquid Magnesium Chloride

SEALED BIDS MUST BE SUBMITTED TO THE STATEWIDE CONTRACTING AND PROCUREMENT OFFICE AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 2:00 PM (ALASKA TIME) ON OCTOBER 9, 2019 AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

DELIVERY LOCATION: See the "Bid Schedule"

DELIVERY DATE: See Bid Schedule **F.O.B. POINT:** Final Destination

CONTRACT PERIOD: Approximately one (1) Year with the option to renew for four (4) additional one (1) year terms

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

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

- (1) the bidder has a valid Alaska business license, 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 affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and
 - all terms and conditions set out in this Invitation to Bid (ITB).

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

Chris Hunt PROCUREMENT OFFICER	1) _____ COMPANY SUBMITTING BID	6) _____ ALASKA BUSINESS LICENSE NUMBER (Is name on license same as Item 1?)
	2) _____ AUTHORIZED SIGNATURE	7) DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
	3) _____ PRINT NAME	8) DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
	4) _____ DATE	SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
	5) _____ FEDERAL TAX ID NUMBER	9) _____ TELEPHONE NUMBER
TELEPHONE NUMBER: 907-465-8448 FAX NUMBER: 907-465-3124 EMAIL ADDRESS: chris.hunt@alaska.gov	10) _____ EMAIL ADDRESS	

STANDARD TERMS AND CONDITIONS

INSTRUCTIONS TO BIDDERS:

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

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

3. SUBMITTING BIDS: Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Mailing Address:
Department of Transportation & Public Facilities Statewide Contracting & Procurement P.O. Box 112500 Juneau, Alaska 99811-2500
Physical Address: 3132 Channel Dr., Suite 350, Juneau, AK 99801
ITB No.: <u>2520S033</u>
Opening Date: <u>October 9, 2019 at 2:00 PM Alaska Time</u>

FAX BID SUBMISSION: Bids may be faxed to (907) 465-3124, 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) 465-8949 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.

STANDARD TERMS AND CONDITIONS

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.

STANDARD TERMS AND CONDITIONS

SPECIAL CONDITIONS:

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

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

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

PREFERENCES:

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

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

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

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

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

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

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

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

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

SPECIFIC TERMS AND CONDITIONS:

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. For information in obtaining applicable licenses, offerors should contact the Department of Community and Economic Development, Division of Corporations, Business and Professional Licensing:

Website: <http://commerce.alaska.gov/occ/>

Phone: (907) 465-2550 / Fax: (907) 465-2974

Mailing Address: P. O. Box 110806, Juneau, Alaska 99811-0806

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

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

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;

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- (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Statement

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

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

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 Commissioner's Office at one of the following numbers no later than 10 days prior to bid opening to make any necessary arrangements.

Telephone: (907) 465-8949
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.

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

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

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

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in a multi-year, mandatory use firm and as-needed quantities contract for the purchase of liquid magnesium chloride for four (4) locations within the Southcoast Region of 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 serves as 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 emailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders, are instructed not to proceed until a Purchase Order,

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

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

SHIPPING DAMAGE: The State will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the contractor with written notice when damaged goods are received. The State will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

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

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

MANUFACTURER AND BRAND OFFERED: Unless otherwise specified, when manufacturer and brand names are used to specify the type and quality of the goods desired, bidders must clearly indicate the manufacturer and brand names they intend to provide. The bidder's failure to identify the manufacturer and brand offered may cause the State to consider the offer nonresponsive 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 nonresponsive and reject the bid.

SUPPORTING INFORMATION: The State strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the contracting officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the State reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the State and may include the requirement that a bidder will provide a sample product(s) so that the State can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the State, will cause the State to consider the offer nonresponsive 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 which could affect 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.

Liquid Magnesium Chloride

CONTRACT PERIOD: The length of the contract will be from the date of award, approximately October 22, 2019 through August 31, 2020, with the option to renew for four (4) additional one (1) year terms under the same terms and conditions, as the original contract. Renewals are to be exercised solely by the state.

PRICE ADJUSTMENTS: Contract prices will remain firm through August 31, 2020. Consumer Price Index (CPI) adjustments will only apply to the product unit of measure contracted pricing. The contractor may request a CPI adjustment, in writing, 30 days prior to the contract renewal date. If a contractor fails to request a CPI adjustment 30 days prior to the renewal date, the adjustment will be effective 30 days after the state receives their written request.

Consumer Price Index (CPI):

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index, CPI-All Urban Consumers, All Items, Urban Alaska Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average January through June 2019; and each January through June six month average thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

SHIPPING COSTS REIMBURSEMENT: The State will reimburse the contractor for actual shipping costs incurred for complete delivery of the ordered product for the life of the contract. In order to be reimbursed the contractor must provide a certified copy of, or the actual shipping invoice.

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.

EVIDENCE OF PRODUCT COMPLIANCE: Bidders must provide clear and convincing evidence that the produce offered is in compliance with specifications set forth in the ITB. All documents must be clearly legible. Bidders must submit the following with their bid:

1. Material Safety Data Sheets;
2. Certification from an independent laboratory stating the offered product conforms to the specifications (dated within 180 days of bid opening); and
3. The manufacturer's Certificate of Chemical Analysis (CCA) clearly identifying each Pacific Northwest Snow Fighters (PNS) requirement per the Specifications (page 14).
4. A specific gravity chart with correlating weight percentage and freeze point information presented in 1% increments beginning with a 5% solution. The chart must contain information up to, including, and exceeding, by 5% (or the solubility limits of your product) the submitted concentration.

The State reserves the right to verify and approve evidence of compliance.

The bidder's failure to submit the above evidence with their bid may cause the State to determine the bid non-responsive and reject the bid.

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SUBSTITUTIONS: The contractor must obtain the written approval from the contracting officer prior to making any substitutions of product throughout the contract period. The State will not pay for substitutions that are not approved in advance and in writing by the contracting officer.

ADVANCE NOTICE OF DELIVERY: The Contractor or the contractor's chosen freight company responsible for the delivery must provide the State 48 hours advance notice must be given to the point of contact at the maintenance station prior to each delivery. Failure to provide advance notice may delay the State's ability to accept the shipment. Maintenance Station contact information is attached to this ITB.

DELIVERY: At a minimum, delivery is required no later than 30-days after the receipt of an order. By signature on the solicitation, the bidder agrees to meet these delivery requirements. The purchase of as-needed quantities is weather driven and is for the sole purpose of replenishing depleted stock on hand in order to complete the current winter season. The State may purchase as-needed quantities for any or all locations throughout the current contract term, but no later than February 28th each year.

PROOF OF DELIVERY (POD): For all bulk product deliveries, weight tickets are required and must be presented to the receiving on-site DOT/PF representative for signature at the time of delivery. Only computer generated weight tickets from State certified weigh scales will be accepted. For each delivery, the weight ticket must clearly identify the destination, the truck and driver, the gross weight, tare weight and net weight of each vehicle utilized in the delivery. Handwritten tickets will not be accepted. Double-draft weighing of vehicles is illegal per AS 45.75.050(d) and will not be accepted. Reference: <http://www.dot.state.ak.us/mscve/>.

Weight tickets and POD must include the receiver's signature and printed name. The contractor's delivering agent is responsible for ensuring the printed name is legible. Shipments will be refused if POD or weight tickets are not presented at time of delivery.

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

QUANTITIES:

The quantities referenced in this ITB represent both the State's firm quantity purchase (**Lot 1**) and estimated quantities for as-needed purchases (**Lot 2**) for year one (1) of the contract. The State guarantees no minimum or maximum purchase for Lot 2's as-needed quantities for year one, or over the life of the contract.

The minimum order the State will place is one intermodal bulk vessel (ISO) (approx. 50,000 lbs. capacity). The State reserves the right to adjust all orders up, or down, based on shipment of full ISOs only, the capacity of the offered ISO and the weight ratio of the offered product per gallon.

ORDERS: After the initial contract term, firm quantity order amounts and locations will be provided to the contractor by September 30 in each contract term. At that time the contractor will provide the estimated shipping cost for each location requested and the new evidence of product compliance for the current year. After the estimated shipping cost are received, and, evidence of product compliance is

accepted by the State, orders will be placed by the regional procurement offices in the form of a Purchase Order issued through the State's IRIS system: <http://doa.alaska.gov/dof/iris/index.html>. As-needed quantity order amounts and locations may be provided to the contractor at any time during the current contract term. When as-needed quantities and locations are provided, the contractor will provide the estimated shipping cost for each location requested. After the estimated shipping cost are received, orders will be placed. If required, any as-needed orders will be placed no later than February 28th for the current contract term.

F.O.B. POINT: Shipping is F.O.B. Destination. The four (4) delivery locations are within the Southeast Alaska as specified on the "Bid Schedule". The contractor will be required to prepare the items for shipping and to ship them to the ultimate destination specified in the State's order. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the State.

INVOICES: Once an order is complete and delivered, the contractor shall invoice the State. Invoices must be electronically submitted by email to: dot.sr.accounting@alaska.gov

Invoices for partial deliveries will not be accepted. Partial payments will not be made

The ordering agency will only make payment after receipt of the product, the itemized invoice and Proof of Delivery (POD). Questions concerning payment must be addressed to the ordering Region.

Invoices must be submitted as follows:

1. One invoice per location.
2. Invoices must clearly identify the Purchase Order, Location, Lot number, item description, quantity, unit price, total extended price and shipping price. Shipping costs must be a separate line item on the invoice and must match the certified copies of, or actual shipping invoice(s)
3. POD, signed with name printed must accompany invoices –
 - Delivery agents for the Contractor are responsible for ensuring that the printed name is legible on the POD.
 - POD's must clearly identify the date delivered, item description to include contents and container number and quantity.
 - Weight tickets must clearly identify the truck and driver, the gross weight, tare weight and net weight of each vehicle used to make a delivery, the date delivered, quantity, and "Marked For" destination; and
 - Certified copies of, or actual shipping invoice(s)

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.

PACKAGING: The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment, offloading and short-term warehouse storage.

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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 delivered product. 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 to the lowest responsive and responsible bidder. There are 2 lots. In order to be considered responsive, bidders must bid on all items within all lots.

SPECIFICATIONS

REFERENCE: Pacific Northwest Snow Fighters (PNS) website:
<http://pnsassociation.org/wp-content/uploads/PNSSPECS.pdf>

Products offered for consideration in this solicitation must meet the PNS specifications for Category 1. **Products that exceed 10,000 milligrams per liter Biochemical Oxygen Demand (BOD)5 will not be accepted.**

BOD5 measurement must be made on the brine product with the magnesium chloride concentration between 24 and 28 percent. BOD5 concentration shall be measured using Method 5210B, Standard Methods for the Examination of Water and Waste Water (most current edition), or equivalent approved method. **The successful bidder may be required to provide a test result verifying that their product meets this specification.**

A specific gravity chart with correlating weight percentage and freeze point information presented in 1% increments beginning with a 5% solution **must be submitted with the bid.** The chart must contain information up to, including, and exceeding, **by 5% (or the solubility limits of your product)** the submitted concentration.

TEST METHODS:

1. Percentage of Magnesium Chloride Content: PNS method; and
2. Percentage of Chloride content: PNS method.

ACCEPTANCE TEST: Within 15 calendar days of the award, the contractor may be required to submit samples of the items offered for inspection and evaluation. The State may conduct an acceptance test. If so, the test will use the PNS test methods 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, or, allow the contractor to repair 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.

TESTING: All material, at the discretion of the State is subject to inspection and analysis upon delivery. Applicable test methods are found within the PNS website.

- 1) Two, one quart or, one liter samples of product for commercial laboratory testing may be taken either directly from the transfer hose during field delivery unloading operations or from the transfer hose at the completion of the transfer.
 - a) No precipitate or flocculation in liquid products shall be allowed. Product portraying these characteristics when delivered may be immediately rejected at the option of the State.
 - b) Any product that is rejected shall be removed and replaced by the Contractor with product that meets specifications at no additional cost to the State. Removal includes the removal of all product, if any, that was contaminated by the non-specification product. The State shall establish the amount of material contaminated that is to be replaced.

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- 2) The Contractor will be notified of laboratory test results only if a problem is identified.
- 3) Test results remain as property of the State and will be held in confidence. Only the details of identified areas of concern will be released, and then only to the manufacturer or his authorized agent. Proprietary information (if clearly identified by the Contractor or manufacturer), and agreed to by the Procurement Officer will be held in strict confidence.

PERCENT CONCENTRATION OF ACTIVE INGREDIENT:

The finished deicing product (liquid magnesium chloride) must contain 30% Magnesium Chloride (plus or minus 1%) upon delivery.

SHIPPING VESSEL: Delivery of Magnesium Chloride to the State's maintenance yards shall be made in approximately 5,000 gallon capacity intermodal bulk vessel (ISO). Containers of lesser capacity are not acceptable. Increased capacity of the ISO may occur based on shipper's requirements. If this occurs, bidders must identify the capacity of their offered ISO on the Bid Schedule, page 16. The State reserves the right to confirm the capacity of proposed ISO with the shipper.

DELIVERY REQUIREMENTS: The Department will store product in either State owned or upon request, contractor supplied tanks.

1. The DOT/PF storage tanks are fitted with a 3" Cam-Lock fitting. Pumps will be provided by DOT&PF.
2. The Contractor's bulk storage facility/device must provide for a method of re-circulating the product. The product must be re-circulated prior to loading into the transfer vehicle(s) used to deliver product.
3. With the 48 hours advance notice of delivery, the Contractor MUST also identify the voyage number and sailing schedule. DOT/PF shall make every effort to return the empty ISO on the next southbound sailing.

REJECTION: Any product may be rejected if it fails to conform to these specifications. If the product fails to meet specifications the State will, at its option, cancel the contract, 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 return shipment of refused product will be solely at the Contractor's expense.

1) May other State of the Alaska political subdivisions such as cities, towns, boroughs and school districts at their option purchase from this contract? (Check one) yes____ no____
(The bidder's response does not affect the evaluation of the bid nor award of the contract.)

The bidder's failure to provide the following information may cause the bid to be rejected as nonresponsive:

- 2) GUARANTEED DELIVERY: _____ (____) days after receipt of order.
Bids indicating deliveries in excess of thirty (30) days after receipt of an order will be rejected.

3) Manufacturer and Brand offered: _____

4) Identify the offered products': _____ % of magnesium chloride

_____ lbs. per gallon

5) Size of offered ISO: _____ gals.

Submitted by:

Business Name: _____

Address: _____

Contact: _____

Phone: _____

Toll Free: _____

Fax: _____

Email: _____

BID RESPONSE CHECKLIST:

1. Completed Page One
2. Safety Data Sheets (page 10)
3. Evidence of Product Compliance (pages 10 & 11)
4. Completed Bid Schedule (pages 16-18).
5. All Mandatory Return Amendments

BID SCHEDULE**LOT 1: Liquid Magnesium Chloride (Firm Quantity Orders)**Delivered no later than November 30, 2019

Item No.	**Quantity	Unit	F.O.B. Final Destination	Unit Price	Shipping Cost By Unit	Extended Price
1)a	10,000	lbs.	Haines M&O Station 720 Main St., Haines, AK 99827 Contact: Matt Boron Ph: 766-2340 / Cell: 314-0334	\$ _____	\$ _____	\$ _____
1)b	10,000	lbs.	Ketchikan M&O Station 5148 N. Tongass Hwy, Ketchikan, AK 99901 Contact: Michael Earnest Ph: 225-2513 / Cell: 617-7400	\$ _____	\$ _____	\$ _____
1)c	10,000	lbs.	Petersburg M&O Station 288 Mitkof Hwy., Petersburg, AK 99833 Contact: Barry Youngberg Ph: 772-4624 / Cell: 518-9012	\$ _____	\$ _____	\$ _____
1)d	10,000	lbs.	Wrangell M&O Station Airport Rd., Wrangell, AK 99929 Contact: William Bloom Ph: 874-3107/ Cell: 305-0450	\$ _____	\$ _____	\$ _____
TOTAL:	40,000	lbs.	TOTAL EXTENDED PRICE LOT #1:	\$ _____		

BID SCHEDULE

Delivered no later than thirty (30) days after receipt of order (A.R.O.)

LOT 2: Liquid Magnesium Chloride (As-Needed Quantities)

Item No.	Quantity	Unit	F.O.B. Final Destination	**Estimated		
				Unit Price	Shipping Cost By Unit	Extended Price
2)a	50,000	lbs.	Haines M&O Station	\$	\$	\$
2)b	50,000	lbs.	Ketchikan M&O Station	\$	\$	\$
2)c	50,000	lbs.	Petersburg M&O Station	\$	\$	\$
2)d	50,000	lbs.	Wrangell M&O Station	\$	\$	\$
EST.						
TOTAL:	200,000	lbs.		TOTAL EXTENDED PRICE LOT #2: \$		

Grand Total Extended Price (Lots 1 + 2): \$

** Firm and estimated as-needed quantities are based on 5000 gal. ISOs and a weight ratio of 10 lbs. per gallon
See ITB page 11, **ESTIMATED QUANTITIES** for the State's right to adjust orders based on the successful bidder's ISO and weight ratio.