

INVITATION TO BID (ITB) NUMBER 2520C029

RETURN THIS BID TO THE ISSUING OFFICE AT:



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

THIS IS NOT AN ORDER

DATE ITB ISSUED: MAY 15, 2020

ITB TITLE: HIGHWAY MAINTENANCE SAND - KENAI

SEALED BIDS MUST BE SUBMITTED TO THE DOT&PF, ANCHORAGE PROCUREMENT OFFICE FROM WHICH THEY WERE ISSUED AND MUST BE TIME AND DATE STAMPED BY THE PROCUREMENT OFFICE PRIOR TO **2:00 PM ON MAY 28, 2020** AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

LOCATION: SEE BID SCHEDULE
DELIVERY DATE: SEE BID SCHEDULE
F.O.B. POINT: FINAL DESTINATION

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive 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 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 there under 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.

DAN TRUBIANO
PROCUREMENT OFFICER

TELEPHONE NUMBER
907-269-0862 Phone
907-269-0863 Fax
907-269-0473 TDD

daniel.trubiano@alaska.gov

COMPANY SUBMITTING BID

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

*DOES YOUR BUSINESS QUALIFY FOR THE
ALASKA BIDDER PREFERENCE?
[] YES [] NO

*DOES YOUR BUSINESS QUALIFY FOR THE
ALASKA VETERAN PREFERENCE?
[] YES [] NO

*SEE ITB FOR EXPLANATION OF CRITERIA
TO QUALIFY.

E-MAIL ADDRESS

ALASKA BUSINESS LICENSE NUMBER

FEDERAL TAX ID NUMBER

TELEPHONE NUMBER

INSTRUCTIONS TO BIDDERS:

1. **INVITATION TO BID (ITB) REVIEW:** Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.
2. **BID FORMS:** Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.
3. **SUBMITTING BIDS:** Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Address:

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

ITB No.: **2520C029**

Opening Date: **MAY 28, 2020 at 2:00 PM**

ELECTRONIC BID SUBMISSION: If sending electronically; bids must be emailed to dotcrprocurement@alaska.gov, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the maximum size of a single email (including all text and attachments) that can be received by the state is 10mb (megabytes). If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 10 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. **It is the bidder's responsibility to contact the issuing office at (907) 269-0867 or 269-0873 to confirm that the bid has been received.** Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

FAX BID SUBMISSION: If faxing a bid; send to (907) 269-0872, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids. **It is the bidder's responsibility to contact the issuing office at (907) 269-0867 or 269-0873 to make arrangements prior to faxing the bid and to confirm that the bid has been received.** Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

4. **PRICES:** The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:
 - Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
 - "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
 - Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
 - Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
 - Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.
5. **VENDOR TAX ID NUMBER:** If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

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

CONDITIONS:

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

14. **LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
15. **CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
16. **DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
17. **DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.
18. **CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
19. **SEVERABILITY:** If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
20. **GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SPECIAL CONDITIONS:

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

PREFERENCES:

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[25]

2. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990[25] 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[25], and is offering goods or services through an employment program as defined under 36.30.990(11), 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[25], 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.

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.

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 Division of Supply & Services at one of the following numbers no later than ten (10) days to make any necessary arrangements.

Telephone: 269-0862

Fax: 269-0872

TDD: 269-0473

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

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

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 ten (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 mandatory use contract(s) for the purchase of highway maintenance sand at various locations located throughout the Kenai Peninsula, for the Department of Transportation & Public Facilities.

DISCLOSURE OF BID CONTENTS: All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

Trade secrets and other proprietary data contained in bids may be held confidential if the bidder requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The bidder's request must be included with the bid, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

EVALUATION OF BIDS: After bid opening, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

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

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of Dan Trubiano, Procurement Officer (907) 269-0862, Central Region, Department of Transportation & Public Facilities.

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 procurement agency for a claim of, or liability for, the independent negligence of the procurement 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 procurement agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Procurement 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 Procurement agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

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

Proof of insurance is required for the following:

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

Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

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

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

TESTING: Testing of the products will be in accordance with applicable ASHTO, ASTM, and Alaska Test Methods (found in the attachment below).

http://www.dot.state.ak.us/stwddes/desmaterials/mat_waqtc/assets/pdf/testman/2018/atm_2018.pdf

CERTIFIED LAB TEST RESULTS: When the contracted quantity of sand is completed and stockpiled, the Contractor shall provide gradation test results as specified in the specifications from the sand stockpile, by an independent AASHTO Accredited Laboratory performed in accordance with WAQTC FOP for AASHTO T27/T11. Sampling and testing shall be performed by a WAQTC Qualified Technician. Each sample for gradation testing shall be taken from a separate quadrant of the stockpile.

PRE-AWARD TESTING: Prior to the award of a contract resulting from responses to this ITB, the state may require testing of the materials offered. Such testing may require submission of samples of offered materials to the DOT/PF State Materials Lab in Anchorage, Alaska. By signature on this ITB, the contractor agrees to provide such samples, if required, in the manner prescribed by the Anchorage DOT/PF State Materials Lab. Samples must be submitted within five (5) calendar days from the date requested, and in the manner and quantities requested by DOT/PF Central Region Supply & Services. The contractor's failure to submit the samples or the state's rejection of the samples for failure to meet the specifications of the ITB will cause the state to declare the bid non-responsive and reject the bid.

TESTING AFTER AWARD: At any time after the award of a contract resulting from this ITB, the state may require testing of the materials being provided. Such testing may require submission of samples of offered materials to the DOT/PF State Materials Lab in Anchorage, Alaska. By signature on this ITB, the contractor agrees to provide such samples if required in the manner prescribed by the Anchorage DOT/PF State Materials Lab. Samples must be submitted within five (5) calendar days from the date requested, and in the manner and quantities requested by the DOT/PF Central Region Supply & Services.

The contractor's failure to submit the samples or the state's rejection of samples for failure to meet the specifications of the ITB will, if not corrected within twenty-four (24) hours of notification, cause the state to declare the contractor in default and obtain the required materials from another source. The defaulted contractor will be responsible to pay any difference in price, if higher than the contract price, encountered by the state as a result.

ACCEPTANCE TEST: The certified lab test results for each lot have a time frame and must be provided to the Shop foreman for approval prior to delivery as proof that the sampled piles meet the State specifications. In addition, the state may conduct an acceptance test. If so, the test will use appropriate means to determine if the product offered meets the ITB specifications. The contractor will be allowed to observe the tests. If the product fails to meet the ITB specifications the state will, at its option, reject the bid, cancel the contract, allow the contractor to repair the defective product or allow the contractor to replace the defective product. In no instance will the state pay any cost associated with the remedy for the defective product. The state's acceptance of tested product may not be interpreted as evidence that the product is in perfect working order.

The contractor will allow the State representative to take a material sample of the stockpiles prior to acceptance for delivery. The samples will be taken from random location throughout the piles. These tests will be conducted to see if these samples meet specifications, and if the tests do not pass the entire pile will be rejected. Samples may also be taken randomly throughout the delivery process. These samples will be taken to the Department of Transportation & Public Facilities Statewide Materials Testing Laboratory (or another certified testing lab of the state's choice). These samples will be tested to see if they still meet the specifications set forth.

Samples taken by the contractor shall be taken at the contractor's expense. Any samples taken by the state will be taken at the state's expense. Material shall not be delivered until certified to meet specifications. Material not meeting the specifications will not be accepted for delivery.

CONTRACT PERIOD: The length of the contract will be from the date of award through **September 30, 2020**.

QUANTITY: As-needed

ESTIMATED QUANTITIES: The quantities referenced in this ITB are the state's estimated requirements and may vary more or less from the quantities actually purchased. The state will use the estimated use numbers for the evaluation and award of the ITB but the state does not guarantee any minimum purchase.

CONTRACT PRICES: Contract prices are to remain firm through the life of the contract.

METHOD OF MEASUREMENT: The State requires proof of weight for signature at the time of delivery. A DOT/PF signature is required on all weight tickets submitted for payment. Scale equipment must be tested and approved by the Division of Measurement Standards and be of sufficient length to weigh vehicles in a single draft. Only computer generated weight tickets from State certified weigh scales will be accepted. Handwritten tickets will not be accepted. Double-draft weighing of vehicles is a violation of AS 45.75.380(a)(1) Incorrect use of Weight or Measure and is subject to a \$250.00 fine per truck. Payment to the Contractor will not be made until receipt of invoice and tickets from certified scales **or a mutually agreed upon method of verifying delivery quantities; to include surveyed in a pile or by the truck load per cubic yard.**

The Ton to Cubic Yard ratio will be **1.5 ton = 1 cubic yard**

DELIVERY: Indicate, in the space provided under "Bid Schedule", the time required to make delivery after the receipt of an order. Failure to make an entry in the space provided will be construed as an offer to deliver quantities within the time and quantity stated. Bids that specify deliveries in excess of the time and quantity stated may be considered non-responsive and the bids may be rejected.

ADVANCE NOTICE OF DELIVERY: The Contractor must contact the State representative listed in the specifications to coordinate delivery. Failure to contact the State representative may delay the State's ability to accept the shipment.

Deliveries will only be accepted at the final destination during normal State business hours; Monday through Thursday, excluding State holidays, 8am to 4:00pm, unless other prior arrangements are made with the State's designated contact as instructed above. All locations must be available for deliveries with no penalty to the Contractor during those designated normal business hours. Any deliveries after normal business hours must be pre-approved by the State's designated contact for that destination. However, prior approval to deliver outside normal business hours is not guaranteed due to lack of available personnel or other scheduling conflicts. Any additional costs (personnel and equipment) incurred by the State to accommodate deliveries made outside normal business hours will be solely at the Contractor's expense.

REJECTION: Any product may be rejected if it fails to conform to the specifications. This includes the material, the packaging and the delivery requirements. 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 at the Contractor's expense at no additional cost to the State. At its option, the State may consider a cost adjustment from the contractor in lieu of replacement product. The cost reduction shall be based on the State's assessment of damages as a result from either sampling and testing or the condition of the shipment upon delivery.

F.O.B. POINT: Final Destination. F.O.B. points are specified on the "Bid Schedule" and in the specifications. 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 and title of the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the State. **The cost of all shipping and delivery is to be included in the bid price.**

INVOICES: Invoices must be sent directly to PO Box 1327, Soldotna, AK 99669. All invoices submitted should include the associated weight tickets or other document signed off by the State representative verifying quantities. The ordering agency will only make payment after it receives the merchandise with an accompanying invoice and verified quantities/weight tickets. Question concerning payment must be addressed to the ordering agency.

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

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. Rejected items will be returned to the contractor at the contractor's risk and expense.

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

QUALIFIED BIDDERS: Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

CONTRACT CANCELLATION: The State reserves the right to cancel the contract at its convenience upon thirty (30) calendar day's written notice to the contractor. The State is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

METHOD OF AWARD: Award will be made by Lot to the lowest responsive and responsible bidder. There are four (4) Lots. In order to be considered responsive for a Lot, bidders must bid on all items within that Lot.

SPECIFICATIONS

LOT 1: F.O.B. Ninilchik Highway Maintenance Station, MP 134.5 STERLING HWY, Ninilchik, Alaska

Maintenance sand shall be produced by crushing and/or processing stones or gravel. It shall be free from clay balls, muck, frozen material, roots, sticks, deleterious material, and organic matter. It shall comply with the following gradation requirements as determined in accordance with WAQTC FOP for AASHTO T27/T11.

SAND GRADATION SPECIFICATIONS

<u>Sieve Designation</u>	<u>% Passing by Weight</u>
3/8"	98-100
#8	0-70
#200	0-5

All of the sand ordered for the year shall be produced on or before **AUGUST 15** of that year. If the Contractor is unable to produce the required amount of sand by the AUGUST 15 deadline, the Contractor will be required to purchase the balance of the sand for delivery of DOT/PF within the specified time frame from other sources. Purchased sand shall meet all contract specifications.

When the contracted quantity of sand is completed and stockpiled, the Contractor shall provide a minimum of four (4) gradation test results from the stockpile by an independent AASHTO Accredited Laboratory performed in accordance with WAQTC FOP for AASHTO T27/T11. Sampling and testing shall be performed by a WAQTC Qualified Technician. Each sample for gradation testing shall be taken from a separate quadrant of the stockpile. The Contractor will notify the Department's Contract Project Manager, as to which AASHTO Accredited Laboratory and WAQTC Qualified Technical Personnel are to be used to accomplish the specified testing requirements. The gradation test results shall be delivered to the State's representative on or before **AUGUST 20TH**. If the sand is otherwise within specifications but the gradation tests are not provided in full compliance with the terms of this contract there will be a 5% price reduction levied on the total contract price. Any sample that is out of specification on the 3/8", #8 or #200 sieves will be just cause for rejection of the entire stockpile. If any sample is out of specification on either the 3/8", #8 or #200 sieves, the State will have the option to reject the entire sand stockpile **or** accept it with the applicable price reduction. If the sand is out of specification on the 3/8" sieve, the total contract price will be reduced by 2% for every 1% the material is out of specification. If the sand is out of specification on the #8 or #200 sieve, the total contract price will be reduced by 4% for every 1% the material is out of specification. **If the State chooses to accept sand out of gradation specification**, the contract price reduction for being out of specification will be calculated separate for the 3/8", #8 and #200 sieves and all three reductions will be assessed if they are out of specification.

The sand shall have a moisture content of 7% or less as determined by WAQTC FOP for AASHTO T255. When directed by the State, the Contractor shall provide a test result from samples taken during delivery by the same independent AASHTO Accredited Laboratory that performed the gradation testing. Three (3) samples shall be taken and tested from three (3) different delivery trucks and averaged to determine the moisture content. Sampling and testing shall be performed by a WAQTC Qualified Technician. For every 1% the moisture content of the sand is above the specification limit of 7%, the total contract price will be reduced by 2%. This contract price reduction will be separate and in addition to any contract price reduction resulting from the gradation being out of specification.

The State reserves the right to request production samples and have them tested at the State Materials Laboratory prior to the Contractor's stockpile or Laboratory of choice.

Sand produced for the Ninilchik Maintenance Station, the Contractor is required to contact **Matt Blaine (907) 299-1025** at the start and end of production.

Annual sand quantities will be placed by June 30. FINAL Delivery of sand shall be completed no later than **SEPTEMBER 24**.

Payment to the Contractor will not be made until after receipt of an invoice and tickets from certified scales or a mutually agreed upon method signed off by the Station Manager verifying delivered quantities.

Sand to be delivered in 20 CUYD trucks or larger at a reasonable rate to be accepted by the maintenance foreman or superintendent. Delivery is to be made between 8:00am-4:00pm Monday through Thursday. Call two (2) working days in advance with delivery date.

SPECIFICATIONS cont.**LOT 2: F.O.B. SOLDOTNA Maintenance Station-two locations:****Item 1 - 46445 Sterling Hwy, Soldotna, Alaska****Item 2 – Sterling Remote, MP 77, Sterling Hwy, Alaska**

Maintenance sand shall be produced by crushing and/or processing stones or gravel. It shall be free from clay balls, muck, frozen material, roots, sticks, deleterious material, and organic matter. It shall comply with the following gradation requirements as determined in accordance with WAQTC FOP for AASHTO T27/T11.

SAND GRADATION SPECIFICATIONS

<u>Sieve Designation</u>	<u>% Passing by Weight</u>
3/8"	98-100
#200	0-5

Final stockpile shall be completed no later than **August 15** of each year, If the Contractor is unable to produce the required amount of sand by the August 15 deadline, the Contractor will be require to purchase the balance of the sand for delivery of DOT/PF within the specified time frame from other sources. Purchased sand shall meet all contract specifications.

When the contracted quantity of sand is completed and stockpiled, prior to contacting the state to set up delivery the Contractor shall provide a minimum of four (4) gradation test results from the stockpile by an independent AASHTO Accredited Laboratory on or before **AUGUST 20TH** performed in accordance with WAQTC FOP for AASHTO T27/T11. Sampling and testing shall be performed by a WAQTC Qualified Technician. Each sample for gradation testing shall be taken from a separate quadrant of the stockpile, sealed in a container and sent to an AASHTO Accredited Laboratory and WAQTC Qualified technical personal to perform specified testing requirements. The Contractor will notify the Department's Contract Project Manager, as to which AASHTO Accredited Laboratory and WAQTC Qualified Technical Personnel are to be used to accomplish the specified testing requirements.

Any sample that is out of specification on the 3/8" or #200 sieves will be just cause for rejection of the entire stockpile. If any sample is out of specification on either the 3/8" or #200 sieves, the State will have the option to reject the entire sand stockpile **or** accept it with the applicable price reduction. If the sand is out of specification on the 3/8" sieve, the total contract price will be reduced by 2% for every 1% the material is out of specification. If the sand is out of specification on the #200 sieve, the total contract price will be reduced by 4% for every 1% the material is out of specification. **If the State chooses to accept sand out of gradation specification**, the contract price reduction for being out of specification will be calculated separate for the 3/8" and #200 sieves and both reductions will be assessed if they are out of specification.

The sand shall have a moisture content of **7%** or less as determined by WAQTC FOP for AASHTO T255. When directed by the State, the Contractor shall provide a test result from samples taken during delivery by the same independent AASHTO Accredited Laboratory that performed the gradation testing. Three (3) samples shall be taken and tested from three (3) different delivery trucks and averaged to determine the moisture content. Sampling and testing shall be performed by a WAQTC Qualified Technician. For every 1% the moisture content of the sand is above the specification limit of **7%**, the total dollar amount of the order will be reduced by 2%.

The State reserves the right to request production samples and have them tested at the State Materials Laboratory prior to the Contractor's stockpile or Laboratory of choice.

Annual Sand quantities will be placed by June 30. FINAL Delivery of sand shall be completed no later than **SEPTEMBER 24**.

Sand is to be delivered in 20 CY trucks or larger at a reasonable rate to be accepted by the maintenance foreman or superintendent. Delivery is to be made between 8:00am-4:00pm Monday through Thursday. Call two (2) working days in advance with delivery date.

Sand produced for Soldotna M&O, the Contractor is required to contact **Brian Gabriel (907) 398-7988** at the start and end of production.

Payment to the Contractor will not be made until after receipt of an invoice and tickets from certified scales or a mutually agreed upon method signed off by the Station Manager verifying delivered quantities.

SPECIFICATIONS cont.**LOT 3: Kasilof Remote, MP 110 Sterling Hwy., Kasilof, AK**

Maintenance sand shall be produced by crushing and/or processing stones or gravel. It shall be free from clay balls, muck, frozen material, roots, sticks, deleterious material, and organic matter. It shall comply with the following gradation requirements as determined in accordance with WAQTC FOP for AASHTO T27/T11.

SAND GRADATION SPECIFICATIONS

<u>Sieve Designation</u>	<u>% Passing by Weight</u>
3/8"	98-100
#200	0-5

Final stockpile shall be completed no later than **August 15** of each year, If the Contractor is unable to produce the required amount of sand by the August 15 deadline, the Contractor will be require to purchase the balance of the sand for delivery of DOT/PF within the specified time frame from other sources. Purchased sand shall meet all contract specifications.

When the contracted quantity of sand is completed and stockpiled, prior to contacting the state to set up delivery the Contractor shall provide a minimum of four (4) gradation test results from the stockpile by an independent AASHTO Accredited Laboratory on or before **AUGUST 20TH** performed in accordance with WAQTC FOP for AASHTO T27/T11. Sampling and testing shall be performed by a WAQTC Qualified Technician. Each sample for gradation testing shall be taken from a separate quadrant of the stockpile, sealed in a container and sent to an AASHTO Accredited Laboratory and WAQTC Qualified technical personal to perform specified testing requirements. The Contractor will notify the Department's Contract Project Manager, as to which AASHTO Accredited Laboratory and WAQTC Qualified Technical Personnel are to be used to accomplish the specified testing requirements.

Any sample that is out of specification on the 3/8" or #200 sieves will be just cause for rejection of the entire stockpile. If any sample is out of specification on either the 3/8" or #200 sieves, the State will have the option to reject the entire sand stockpile or accept it with the applicable price reduction. If the sand is out of specification on the 3/8" sieve, the total contract price will be reduced by 2% for every 1% the material is out of specification. If the sand is out of specification on the #200 sieve, the total contract price will be reduced by 4% for every 1% the material is out of specification. **If the State chooses to accept sand out of gradation specification**, the contract price reduction for being out of specification will be calculated separate for the 3/8" and #200 sieves and both reductions will be assessed if they are out of specification.

The sand shall have a moisture content of **7%** or less as determined by WAQTC FOP for AASHTO T255. When directed by the State, the Contractor shall provide a test result from samples taken during delivery by the same independent AASHTO Accredited Laboratory that performed the gradation testing. Three (3) samples shall be taken and tested from three (3) different delivery trucks and averaged to determine the moisture content. Sampling and testing shall be performed by a WAQTC Qualified Technician. For every 1% the moisture content of the sand is above the specification limit of **7%**, the total dollar amount of the order will be reduced by 2%.

The State reserves the right to request production samples and have them tested at the State Materials Laboratory prior to the Contractor's stockpile or Laboratory of choice.

Annual Sand quantities will be placed by June 30. FINAL Delivery of sand shall be completed no later than **SEPTEMBER 24.**

Sand is to be delivered in 20 CY trucks or larger at a reasonable rate to be accepted by the maintenance foreman or superintendent. Delivery is to be made between 8:00am-4:00pm Monday through Thursday. Call two (2) working days in advance with delivery date.

Sand produced for Soldotna M&O, the Contractor is required to contact **Brian Gabriel (907) 398-7988** at the start and end of production.

Payment to the Contractor will not be made until after receipt of an invoice and tickets from certified scales or a mutually agreed upon method signed off by the Station Manager verifying delivered quantities.

SPECIFICATIONS cont.**LOT 4: F.O.B. North Kenai M&O Station, Mile 3.2 Island Lake Rd. North Kenai, AK**

Maintenance sand shall be produced by crushing and/or processing stones or gravel. It shall be free from clay balls, muck, frozen material, roots, sticks, deleterious material, and organic matter. It shall comply with the following gradation requirements as determined in accordance with WAQTC FOP for AASHTO T27/T11.

SAND GRADATION SPECIFICATIONS

<u>Sieve Designation</u>	<u>% Passing by Weight</u>
1/4"	98-100
#200	0-5

Final stockpile shall be completed no later than **August 15** of each year, If the Contractor is unable to produce the required amount of sand by the August 15 deadline, the Contractor will be require to purchase the balance of the sand for delivery of DOT/PF within the specified time frame from other sources.

When the contracted quantity of sand is completed and stockpiled, prior to contacting the state to set up delivery the Contractor shall provide a minimum of four (4) gradation test results from the stockpile by an independent AASHTO Accredited Laboratory on or before **AUGUST 20TH** performed in accordance with WAQTC FOP for AASHTO T27/T11. Sampling and testing shall be performed by a WAQTC Qualified Technician. Each sample for gradation testing shall be taken from a separate quadrant of the stockpile, sealed in a container and sent to an AASHTO Accredited Laboratory and WAQTC Qualified technical personal to perform specified testing requirements. The Contractor will notify the Department's Contract Project Manager, as to which AASHTO Accredited Laboratory and WAQTC Qualified Technical Personnel are to be used to accomplish the specified testing requirements.

Any sample that is out of specification on the 1/4" or #200 sieves will be just cause for rejection of the entire stockpile. If any sample is out of specification on either the 1/4" or #200 sieves, the State will have the option to reject the entire sand stockpile **or** accept it with the applicable price reduction. If the sand is out of specification on the 1/4" sieve, the total contract price will be reduced by 2% for every 1% the material is out of specification. If the sand is out of specification on the #200 sieve, the total contract price will be reduced by 4% for every 1% the material is out of specification. **If the State chooses to accept sand out of gradation specification**, the contract price reduction for being out of specification will be calculated separate for the 1/4" and #200 sieves and both reductions will be assessed if they are out of specification.

The sand shall have a moisture content of **7%** or less as determined by WAQTC FOP for AASHTO T255. When directed by the State, the Contractor shall provide a test result from samples taken during delivery by the same independent AASHTO Accredited Laboratory that performed the gradation testing. Three (3) samples shall be taken and tested from three (3) different delivery trucks and averaged to determine the moisture content. Sampling and testing shall be performed by a WAQTC Qualified Technician. For every 1% the moisture content of the sand is above the specification limit of **7%**, the total dollar amount of the order will be reduced by 2%.

The State reserves the right to request production samples and have them tested at the State Materials Laboratory prior to the Contractor's stockpile or Laboratory of choice.

Annual Sand quantities will be placed by June 30. FINAL Delivery of sand shall be completed no later than **SEPTEMBER 24**.

Sand is to be delivered in 20 CY trucks or larger at a reasonable rate to be accepted by the maintenance foreman or superintendent. Delivery is to be made between 8:00am-4:00pm Monday through Thursday. Call two (2) working days in advance with delivery date.

Sand produced for Soldotna M&O, the Contractor is required to contact **Lance McCaughey (907) 398-8738** at the start and end of production.

Payment to the Contractor will not be made until after receipt of an invoice and tickets from certified scales or a mutually agreed upon method signed off by the Station Manager verifying delivered quantities.

BID SCHEDULE

LOT 1 F.O.B. Ninilchik Highway Maintenance Station, MP 134.5 STERLING HWY, Ninilchik, Alaska

POC: Matt Blaine @ (907)567-3463, cell (907) 299-1025

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	SAND per specification	2,500	Cubic Yard	\$	\$

Guaranteed Delivery:

Produce Final Sand Stockpile: _____ (date)

Bids which specify production of final sand stockpile after **August 15** may be considered non-responsive and the bids may be rejected. Failure to make an entry in the space provided will be construed as an offer to produce final stockpile within the date stated.

Sand Gradation Test: _____ (date)

Bids which specify production of a valid sand gradation test after **August 20** may be considered non-responsive and the bids may be rejected. Failure to make an entry in the space provided will be construed as an offer to deliver gradation test(s) within the date stated.

Completed stockpile delivered: _____ (date)

Bids which specify delivery of completed stockpile after **September 24** may be considered non-responsive and the bids may be rejected. Failure to make an entry in the space provided will be construed as an offer to deliver quantities within the date stated.

LOT 2 F.O.B. SOLDOTNA Maintenance Station Two-locations:

POC: Brian Gabriel (907) 398-7988

ITEM 1: 46445 Sterling Hwy, Soldotna, Alaska**ITEM 2: Sterling Remote, MP 77, Sterling Hwy, Alaska**

<u>ITEMS</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	SAND per specification	3,500	Cubic Yard	\$	\$
2	SAND per specification	1,000	Cubic Yard	\$	\$

LOT 2 TOTAL (items 1-2) \$ _____**Guaranteed Delivery:**

Produce Final Sand Stockpile: _____ (date)

Bids which specify production of final sand stockpile after **August 15** may be considered non-responsive and the bids may be rejected. Failure to make an entry in the space provided will be construed as an offer to produce final stockpile within the date stated.

Sand Gradation Test: _____ (date)

Bids which specify production of a valid sand gradation test after **August 20** may be considered non-responsive and the bids may be rejected. Failure to make an entry in the space provided will be construed as an offer to deliver gradation test(s) within the date stated.

Completed stockpile delivered: _____ (date)

Bids which specify delivery of completed stockpile after **September 24** may be considered non-responsive and the bids may be rejected. Failure to make an entry in the space provided will be construed as an offer to deliver quantities within the date stated.

BID SCHEDULE cont.**LOT 3 Kasilof Remote, MP 110 Sterling Hwy., Kasilof, AK**

POC: Brian Gabriel (907) 398-7988

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	SAND per specification	1,000	Cubic Yard	\$	\$

Guaranteed Delivery:

Produce Final Sand Stockpile: _____ (date)

Bids which specify production of final sand stockpile after **August 15** may be considered non-responsive and the bids may be rejected. Failure to make an entry in the space provided will be construed as an offer to produce final stockpile within the date stated.

Sand Gradation Test: _____ (date)

Bids which specify production of a valid sand gradation test after **August 20** may be considered non-responsive and the bids may be rejected. Failure to make an entry in the space provided will be construed as an offer to deliver gradation test(s) within the date stated.

Completed stockpile delivered: _____ (date)

Bids which specify delivery of completed stockpile after **September 24** may be considered non-responsive and the bids may be rejected. Failure to make an entry in the space provided will be construed as an offer to deliver quantities within the date stated.

LOT 4 F.O.B. North Kenai M&O Station, Mile 3.2 Island Lake Rd. North Kenai, AK

POC: Lance McCaughey (907) 398-8738

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	SAND per specification	3,000	Cubic Yard	\$	\$

Guaranteed Delivery:

Produce Final Sand Stockpile: _____ (date)

Bids which specify production of final sand stockpile after **August 15** may be considered non-responsive and the bids may be rejected. Failure to make an entry in the space provided will be construed as an offer to produce final stockpile within the date stated.

Sand Gradation Test: _____ (date)

Bids which specify production of a valid sand gradation test after **August 20** may be considered non-responsive and the bids may be rejected. Failure to make an entry in the space provided will be construed as an offer to deliver gradation test(s) within the date stated.

Completed stockpile delivered: _____ (date)

Bids which specify delivery of completed stockpile after **September 24** may be considered non-responsive and the bids may be rejected. Failure to make an entry in the space provided will be construed as an offer to deliver quantities within the date stated.

BID SCHEDULE cont.**BIDDER'S INFORMATION:**

Company Name

Contact

Mailing Address

Phone Number

City, State, Zip

Fax Number**DOCUMENTS REQUIRED AT TIME OF BID OPENING:**

- Complete and submit Page 1 of the ITB
- Complete and submit Bid Schedule (pages 17-19)
- All Mandatory Return Amendments (if applicable)

DOCUMENTS REQUIRED UPON CONTRACT AWARD:

- Alaska Business License (page 6)
- Proof Of Insurance (page 9)