

# STATE OF ALASKA

## INVITATION TO BID (ITB)



TITLE: BULK SODIUM CHLORIDE

ITB #2524H040

DATE ITB ISSUED: MARCH 20, 2024

This Invitation to Bid (ITB) is intended to result in a mandatory, multi-term contract for the purchase and delivery of highway deicer, sodium chloride in bulk form, to various locations within Alaska for the Department of Transportation & Public Facilities. The resultant contract will provide a firm quantity purchase price with an as-needed price for deliveries made after September 30 of each year.

**IMPORTANT NOTICE:** If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed below in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

**BIDDER'S NOTICE:** By signature on this form, the bidder certifies that they comply with the following:

- (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 the following forms of evidence 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, under penalty of perjury, 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;
  - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
  - the bid will remain open and valid for at least 90 days;
  - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive 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.

Chris Hunt  
Procurement Officer

1) \_\_\_\_\_  
COMPANY SUBMITTING BID

5) \_\_\_\_\_  
TELEPHONE NUMBER

2) \_\_\_\_\_  
AUTHORIZED SIGNATURE

6) \_\_\_\_\_  
ALASKA BUSINESS LICENSE NUMBER  
(Is name on license the same as Item 1?)

Phone: (907) 465-8448  
TDD: (907) 465-3124  
Email: [chris.hunt@alaska.gov](mailto:chris.hunt@alaska.gov)

3) \_\_\_\_\_  
PRINTED NAME

7) \_\_\_\_\_  
FEDERAL TAX ID NUMBER

4) \_\_\_\_\_  
DATE

8) \_\_\_\_\_  
E-MAIL ADDRESS

This procurement is being processed and administered under the DOT&PF delegation of procurement authority in accordance with AS 36.30.270 and COB #03-006.

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

This Invitation to Bid (ITB) is intended to result in a mandatory, multi-term contract for the purchase and delivery of highway deicer, sodium chloride in bulk form, to various locations within Alaska for the Department of Transportation & Public Facilities. The resultant contract will provide a firm quantity purchase price with an as-needed price for deliveries made after September 30 of each year.

### SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS & BID OPENING

Bids must be received no later than 2:00 PM Alaska Time on April 12, 2024, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.03 PRIOR EXPERIENCE

No specific minimums have been set for this ITB.

### SEC. 1.04 INVITATION TO BID (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten 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.

### SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be submitted in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

PROCUREMENT OFFICER:	Chris Hunt	PHONE:	907-465-8448
EMAIL:	chris.hunt@alaska.gov	FAX:	907-465-3124

### SEC. 1.06 SUBMITTING BIDS

Bidders must submit one hard copy of their bid, in writing, to the procurement officer in a sealed package. The sealed bid package must be addressed as follows:

Emailed, Faxed or oral bids **will not be accepted**.

The sealed bids package(s) must be addressed and mailed as follows:

Department of Transportation & Public Facilities  
Statewide Contracting and Procurement  
Attention: Chris Hunt  
Invitation to Bid (ITB) Number: 2524H040  
ITB Title: Bulk Sodium Chloride  
  
PO Box 112500  
3132 Channel Drive, Room 350  
Juneau, Alaska 99811-2500

If using a **delivery service**, please use the following address:

Department of Transportation & Public Facilities  
Attention: Chris Hunt  
3132 Channel Drive, Room 350  
Juneau, Alaska 99801

An offeror's failure to submit its bid prior to the deadline will cause the bid to be disqualified. Late bids or amendments will not be opened or accepted for evaluation.

**Please take into consideration that due to weather, scheduling, and location there is no overnight delivery service to Juneau, Alaska.**

## SEC. 1.07 BID FORMS

Bidders shall use the front page of this ITB and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

### BIDDER'S CERTIFICATION

By signature on the bid, ITB page 1. The bidder certifies that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

If any bidder fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the bid, terminate the contract, or consider the contractor in default.

### CONFLICT OF INTEREST

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

## SEC. 1.08 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.

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

### **SEC. 1.09 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.

### **SEC. 1.10 PRE-BID CONFERENCE**

No pre-bid conference will be held for this solicitation.

### **SEC. 1.11 ASSISTANCE TO BIDDERS WITH A DISABILITY**

Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of bids.

### **SEC. 1.12 AMENDMENTS TO BIDS**

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

### **SEC. 1.13 AMENDMENTS TO THE ITB**

If an amendment is issued, it will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the State of Alaska Online Public Notice website.

### **SEC. 1.14 ITB SCHEDULE**

The ITB schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / ITB Released		March 20, 2024
Deadline for Receipt of Bids / Bid Opening	2:00 PM Alaska Time	April 12, 2024
Bid Evaluations Complete		April 15, 2024
Notice of Intent to Award		April 15, 2024
Contract Issued		April 26, 2024

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Transportation & Public Facilities (DOT&PF), or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

**SEC. 1.15 ALTERNATE BIDS**

Bidders may only submit one bid for evaluation. In accordance with 2 AAC 12.830 alternate bids (bids that offer something different than what is asked for) will be rejected.

**SEC. 1.16 ANNOTATED LITERATURE**

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

**SEC. 1.17 SUPPORTING INFORMATION**

Bidders shall 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 or services 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.

**SEC. 1.18 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 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.



## SECTION 2. CONTRACT INFORMATION

### SEC. 2.01 CONTRACT PERIOD

The length of the contract will be from the date of award, approximately April 26, 2024 through February 28, 2025, with the option to renew for four (4) additional one-year terms under the same terms and conditions as the original contract. Renewals to be exercised solely by the State.

### SEC. 2.02 CONTRACT PRICES

Prices are to remain firm through December 15, 2025.

- A.) Bid prices for “Annual Firm Quantities” in Lots 1(A) through 1(D) must include delivery and off-loading at the final destination.
- B.) Bid prices for “Future Years Estimated Quantities” for Northern Region in Lot 1(E) must include delivery and off-loading at the final destination.
- C.) Bid prices for “As-Needed Quantities” items in Lot 1(F) will only apply to orders received by the Contractor after September 30 of each contract year. Orders received prior to September 30 of each year shall be priced at the fixed price for Lots 1(A) through 1(E). Prices in Lot 1(F) must include delivery to the Contract Designated Pricing Points (CDPP): Anchorage, Fairbanks, Valdez and dockside Seattle and off-loading at the final destination identified in the State’s Purchase Order.

The CDPP’s are further defined as:

1. The CDPP of Anchorage, Alaska is defined as prepared for further shipment or short-term outside storage and delivered at the DOT/PF facility (5300 Tudor Road), or the receiving yard of the State’s specified carrier (water, surface or air carrier) in Anchorage, Alaska.
2. The CDPP of Fairbanks, Alaska is defined as prepared for further shipment or short-term outside storage and delivered at the DOT/PF maintenance station yard at 2301 Peger Road, Fairbanks, Alaska, or the receiving yard of the State’s specified carrier (water, surface or air carrier) in Fairbanks, Alaska.
3. The CDPP of Valdez is defined as prepared for further shipment or short-term outside storage and delivered at the DOT/PF maintenance station yard at 1/2 Mile Richardson Highway, Valdez, Alaska, or the receiving yard of the State’s specified carrier (water, surface or air carrier) in Valdez, Alaska.<sup>65</sup>
4. The CDPP of dockside Seattle, Washington is defined as prepared for further shipment or short-term outside storage and delivered to the receiving yard of the State’s specified water carrier in Seattle, Washington.
5. Some “As-Needed Quantity” orders may require additional shipping by the Contractor, from the CDPP’s to other locations within the State of Alaska. In such cases, the Contractor will ship to the final destination and prepay any additional shipping from the designated CDPP. **The Contractor will invoice the State for any additional shipping costs from the CDPP as a separate line item. Actual cost receipts must be provided with the invoice.** In all instances where additional

shipping occurs, the State reserves the right to determine the method of shipment based on need. Following are examples of shipping and delivery to the final destination beyond the CDPP's:

- a) For an order with a final destination of Palmer, Alaska, the Contractor will ship to the CDPP of Anchorage, Alaska and then provide further delivery transportation and off-loading of the product to the Palmer DOT/PF facility noted on the order. The State will be invoiced the price of the items listed for the CDPP of Anchorage, Alaska, plus the additional shipping from Anchorage to the Palmer DOT/PF facility as a separate item. **The Contractor must provide with their invoice, actual cost receipts for any additional shipping charges beyond the CDPP.**
- b) For an order with a final destination of Tok, Alaska, the Contractor will ship to the CDPP of Fairbanks, Alaska and then provide further delivery transportation and off-loading of the product to the Tok DOT/PF facility noted on the order. The State will be invoiced the price of the items listed for the CDPP of Fairbanks, Alaska, plus the shipping from  
  
Fairbanks to the Tok DOT/PF facility as a separate item. **The Contractor must provide with their invoice, actual cost receipts for any additional shipping charges beyond the CDPP.**
- c) For an order with a final destination of Nome, Alaska, the Contractor will ship to the CDPP of Dockside Seattle Washington and then provide further delivery transportation and off-loading of product to the Nome DOT/PF facility noted on the order. The State will be invoiced for the price of the items listed for the CDPP of Dockside Seattle, Washington, plus the shipping from Dockside Seattle to the Nome DOT/PF facility as a separate item. **The Contractor must provide with their invoice, actual cost receipts for any additional shipping charges beyond the CDPP.**
- d) For an order with a final destination of Kodiak, Alaska shall indicate from which CDPP, Anchorage OR Dockside Seattle that the State wishes. The Contractor will deliver the items to the final destination (Kodiak DOT/PF facility) noted on the order and invoice for the price of the items listed for that CDPP location. **The additional shipping costs from the designated CDPP to the final destination shall be invoiced as a separate item. The Contractor must provide with their invoice, actual cost receipts for any additional shipping charges beyond the CDPP.**

## SEC. 2.03 CONTRACT PRICE ADJUSTMENTS

Effective December 15, 2025, the contractor may request an annual price adjustment in writing. For budget and ordering purposes, requests for a price adjustment must be received no later than January 15 of the contract renewal year. If a contractor fails to request a price increase adjustment within the time allowed, the adjustment becomes effective thirty (30) days after the State receives their written request.

The contractor may request an adjustment by one or both of the following methods:

**Method 1:** The contractor may request an adjustment solely for the cost of the commodity, sodium chloride. With proof of the increase in the form of a current invoice from the supplier, a price adjustment may be requested to offset the cost of sodium chloride.

In order to request the adjustment, the contractor must submit evidence of their cost at the time of bid, in the form of the supplier's certified invoice, within ten (10) business days following the State's request. **The bidder's failure to submit the requested information within the time allotted shall result in denial of any adjustments for the supply of sodium chloride.**

**Method 2:** A price adjustment may be requested as a result of other increased costs related to the shipping, transportation and distribution of the commodity. The price adjustment may not, under any circumstances, exceed 10 percent of the contract price per ton for the preceding 12 months. No retroactive contract price adjustments will be allowed.

In order to receive a price adjustment, the contractor must provide the procurement officer with a statement of the percentage of increase requested, a brief comparison outlining the specific cost as it applies to both the current and previous year and clear and convincing evidence of the increase, satisfactory to the state, that all of the following conditions exist:

1. the increase is the result of increased costs at the supplier's level and not costs under the contractor's control, and that;
2. the increase will not produce a higher overhead and profit margin for the contractor than that on the original contract, and that;
3. the increase affects only certain items that are clearly identified by the contractor.

Some acceptable forms of the evidence referred to above may take the form of a certified invoice from the supplier. The price increase evidence provided by the contractor shall be independently verified and approved by the procurement officer or contract administrator prior to the effective date of the price increase.

#### **SEC. 2.04 CONTRACT ADMINISTRATION**

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

#### **SEC. 2.05 CONTRACT FUNDING**

Approval or continuation of a contract resulting from this ITB is contingent upon legislative appropriation.

#### **SEC. 2.06 CONTRACT EXTENSION**

Unless otherwise provided in this ITB, the state and the successful bidder/contractor agree: (1) that any extension 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) the procurement officer will provide written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

#### **SEC. 2.07 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the state will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured required state approvals necessary for the amendment and issued a written contract amendment.

## **SEC. 2.08 SUBCONTRACTORS**

Subcontractors may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must identify in the bids the names of the subcontractors and the portions of the work the subcontractors will perform.

If a bid with subcontractors is selected, the bidder must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A bidder's failure to provide this information, within the time set, may cause the state to consider their bid non-responsive and reject it.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

## **SEC. 2.09 JOINT VENTURES**

Joint ventures will not be allowed.

## **SEC. 2.10 CONTRACT PERFORMANCE LOCATION**

The location(s) the work is to be performed, completed and managed is the contractor's place of business.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

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.

## **SEC. 2.11 PRODUCT AND PACKAGING SPECIFICATIONS**

### **Specification 1:**

#### **SODIUM CHLORIDE; TYPE 1, GRADE 1**

Must meet the requirements of the most current revision of ASTM D632 Type 1, Grade 1 and shall be obtained from **natural deposits or man produced**. Minimum 95% NaCl chemical composition. Maximum water content at delivery to the F.O.B. Point shall not exceed 3% based on dry weight. **Delivered in "bulk" form. No deviation if specified.**

**Per ASTM D632:****7. Condition:**

**7.01** The sodium chloride shall arrive at the purchaser's delivery point in a free-flowing and usable condition.

<u>Sieve Size</u>	<u>Percent Passing (by weight)</u>
12.5mm (1/2")	100
9.5mm (3/8")	95 to 100
4.75mm (No. 4)	20 to 90
2.36mm (No. 8)	10 to 60
0.600mm (No. 30)	0 to 15

**SEC. 2.12 EVIDENCE OF COMPLIANCE****EVIDENCE OF COMPLIANCE FOR:**

- **SPECIFICATION 1 SODIUM CHLORIDE; TYPE 1, GRADE 1;**

Bidders must submit written confirmation with their bid that the product offered meets the specifications set forth in this ITB. Bidders must submit the following with their bid:

1. Safety Data Sheets (SDS);
2. The most recent certified independent laboratory test results. Test results must demonstrate clear indication that the offered chemical conforms to each specification set forth in this ITB; and
3. Acceptance test from your most recent lot produced

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.

Throughout the contract term, the Contractor must submit proof of certified lab results within thirty (30) days of the State's written request.

**SEC. 2.13 SAMPLING AND TESTING**

The State may require sampling and testing of product throughout the contract period. Samples shall be collected by the State or independent lab. Testing will be at the State's expense using test methods required by the most current version of ASTM D632 for Type 1, Grade 1. The contractor will be allowed to observe the sampling if requested in writing. The State shall provide 48-hour advance notice to the contractor of the name, location and contact information of the independent lab performing the tests.

Sample containers will clearly be labeled and indicate the following:

- Contractor name and address,
- ITB number
- Lot number, F.O.B. Point and "Mark For"
- Contents of the container

Sample sizes:

Sodium Chloride; Type 1: 3-lb. minimum, sampled in accordance with the requirements of the most current version of ASTM D632 and collected in air-tight container.

**SEC. 2.14 PRODUCT FREE OF CONTAMINATION**

The Sodium Chloride provided under the resulting contract shall be free of contamination and visibly free aggregations, and foreign matter and is free flowing. Contaminated product will not be accepted by the State.

The return shipment of refused product will be solely at the Contractor's expense with no additional cost to the State.

## **SEC. 2.15 PRODUCT REJECTION OR PAYMENT ADJUSTMENT**

A Product may be rejected if it fails to conform to specifications. If at any time 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 of defective product received. The return shipment of refused product will be solely at the Contractor's expense with no additional cost to the State.

The State also reserves the option to consider a cost adjustment in lieu of replacement product. The cost reduction shall be based on the State's assessment of damages as a result from sampling and testing. If the product's sodium chloride content purity level fails to meet specifications and falls below 95 percent, the State may adjust payment in accordance with the following table:

Percent of Sodium Chloride	Percent Payment of Unit Bid Price
95.0% to 100%	100%
93.0% to 94.9%	95%
91.0% to 92.9%	90%
90.9% and Below	75%

## **SEC. 2.16 F.O.B. POINT**

The F.O.B. points are various locations within the State of Alaska as specified on the "Bid Schedule". Specific address, contact name and phone number for each DOT/PF Maintenance Station are identified by Region and attached. 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. **The cost of all shipping and delivery must be included in the bid price.**

## **SEC. 2.17 WARRANTY**

This section does not apply to this ITB.

## **SEC. 2.18 WORKMANSHIP & MATERIALS**

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

## **SEC. 2.19 ALTERATIONS**

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

**SEC. 2.20 DELIVERY**

Due to brining equipment used in various locations Solar Produced Sodium Chloride is required for Lot 1A and Lot 1C locations Klawock, Kodiak, Juneau and Sitka. For all other Lots, there are no other special product requirements.

All bulk deliveries must be protected from weather and securely covered during shipment. Uncovered or unprotected deliveries exposed to the elements may be rejected at the contractor's expense. Exception: Shipments to the Anchorage F.O.B. Point (Lot 1A & Lot 1B) may be delivered uncovered only following prior approval from the destination's designated contact.

To avoid contamination of the product at delivery, The State requires delivery to all locations under the resulting contract to be made with end dump, dump trucks only. Deliveries made with side or belly dump trucks will be rejected. The return shipment of refused product will be solely at the Contractor's expense with no additional cost to the State.

All maintenance stations will be available to receive product during normal State business hours; 8am – 4:30pm, Monday through Friday, excluding State holidays. Outside normal business hours, most State maintenance yards are unattended, yet secured and inaccessible. Deliveries outside normal business hours will not be accepted unless other prior arrangements are made with the destination's designated contact. 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 approved deliveries made outside normal business hours will be solely at the contractor's expense. Note: Overtime wages and minimum call out requirements are subject to the State Office of Personnel and union bargaining agreements. The approximate amount of additional cost may be acquired from the station's designated contact at the time the arrangement is made. Upon the State's request, the contractor shall submit written acceptance of responsibility for all additional costs and their intended delivery schedule.

- A.) Delivery of the "Firm Quantity" orders must be made within the timeframe specified in the "Bid Schedule" with no exceptions. The Bid Schedule identifies two dates for each location. These dates represent a "no sooner than" and "no later than" delivery requirements. By signature on page one of the ITB, the bidder guarantees delivery to each location within the timeframe set forth in the "Bid Schedule".
- B.) Delivery of as-needed quantity orders in Lot 1(F) is required no later than thirty (30) days after receipt of order. Orders for "as-needed" deliveries shall be placed by Purchase Order from the Regional Procurement Office.

**SEC. 2.21 PROOF OF DELIVERY OR WEIGHT TICKETS**

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.alaska.gov/mscve/>.

For all bagged product deliveries, a Proof of Delivery (POD) must be presented to the receiving on-site DOT/PF representative at the time of delivery. Weight tickets and POD are required to identify the receiver's signature and printed name. The contractor's delivering agent is responsible to insure the printed name is legible. Shipments will be refused if POD or weight tickets are not presented at time of delivery.

**SEC. 2.22 DELIVERY TIME**

The elapsed time between the time the state places an order and the time that order is actually shipped from the contractor's place of business must be entered in space provided under "BID SCHEDULE". This processing time is to remain constant throughout the life of the contract(s).

**SEC. 2.23 DELIVERY CONFIRMATION**

Bidders must obtain a written confirmation from both the supplier and the shipper that the items offered are scheduled for production and transport in sufficient time to meet scheduled delivery dates. A copy of the supplier's and shipper's confirmation may be included with the bid or submitted within 30 calendar days of State's request. The bidder's failure to provide these confirmation documents as required will cause the State to consider the bid non-responsive and reject the bid.

**SEC. 2.24 ADVANCED NOTICE OF DELIVERY**

The contractor must provide the State 48 hours advance notice of each delivery. Failure to provide advance notice may delay the State's ability to accept the shipment. The contact information for each destination may be found in the Attachment A that will be attached to Delivery order and contract.

After normal business hours, most State maintenance yards are unattended, yet secured and therefore inaccessible. Therefore, deliveries will only be accepted at the final destination during normal State business hours; Monday through Friday, excluding State holidays, 8am to 4:30pm unless other prior arrangements are made with the State's designated contact as instructed above. All stations must be available for deliveries with no penalty to the contractor during those designated normal business hours. All after normal business hour deliveries 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. Note: Overtime wages and minimum call out requirements are subject to the State Office of Personnel and union bargaining agreements. Disclosure of the approximate amount of additional costs may be acquired upon request from the State's designated contact at the time the arrangement is made. Upon the State's request, the contractor shall submit in writing, their acceptance of responsibility for any additional costs and their intended delivery schedule.

**SEC. 2.25 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 in the ITB.

**SEC. 2.26 BID GUARANTEE**

Bids must be accompanied by a bid guarantee in the form of a Certified or Cashier's check in the amount of **\$5,000.00** made payable to the State of Alaska. Bid Bonds will not be accepted. The bid guarantee of each successful bidder will be retained until that bidder has furnished a satisfactory Performance Bond or Individual Surety. If the successful bidder fails to deliver the required Performance Bond or Individual Surety within the time required, the bid guarantee will be forfeited to the State of Alaska. The bid guarantee of each unsuccessful bidder will be returned as soon as practical after award has been made. The Bid Guarantee shall be submitted under the name appearing on the bidder's current Alaska business license.

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



**SEC. 2.27 PERFORMANCE BOND**

Any posted performance bond will ensure performance over the entire term of the contract. In the event it becomes necessary for the State to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly perform and complete all obligations and work under said contract in accordance with the terms of the performance bond. The performance bond is to be in the amount of the total contract value. Performance Bonds shall be submitted under the name appearing on the bidder's current Alaska business license.

**SEC. 2.28 PAYMENT BOND**

In accordance with AS 36.30.01, a posted payment bond guarantees the successful payment to all subcontractors and suppliers during the performance of this contract over the entire term of the contract. If the contractor fails to provide payment for labor performed and materials and supplies furnished during the performance of this contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly complete all payment obligations under said contract in accordance with the terms of the payment bond. A payment bond is also required and shall be in the amount of the total contract value. Payment Bonds shall be submitted under the name appearing on the bidder's current Alaska business license.

**SEC. 2.29 INDIVIDUAL SURETY**

In lieu of a performance and payment bond, a successful bidder may post an individual surety to ensure performance over the entire term of the contract. In the event it becomes necessary for the State to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the individual surety will be declared as liquidated damages and become due and payable to the State. By signature on this ITB, the bidder acknowledges this condition and voluntarily relinquishes any and all claims to the entire individual surety. The individual surety shall be submitted under the name appearing on the bidder's current Alaska business license. The individual surety may be in any of the following forms:

- \* CERTIFIED OR CASHIER'S CHECK: A certified or cashier's check, made payable to the State of Alaska in the amount of the total contract value.

**OR**

- \* SPECIAL NOTICE ACCOUNT OR CERTIFICATE OF DEPOSIT: A special notice account book or certificate of deposit, made payable to the State of Alaska in the amount of the total contract value.

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

**SEC. 2.30 ORDERS**

The State intends to issue the initial order no later than April 26, 2024 and each February 28 following renewal of the contract term. All orders will be placed by the regional procurement offices using the State of Alaska's.

Due to brining equipment used in various locations Solar Produced Sodium Chloride is required for Lot 1A and Lot 1C locations Klawock, Kodiak, Juneau and Sitka. For all other Lots, there are no other special product requirements. For all other Lots, there are no other special product requirements.

### **SEC. 2.31 FIRM QUANTITIES**

The firm quantities referenced in this ITB represent the State's firm quantity purchase.

### **SEC. 2.32 AS-NEEDED QUANTITIES**

The as-needed quantities referenced in this ITB are sample representative and are only for the purpose of evaluation. The state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis. The State guarantees no minimum or maximum orders.

### **SEC. 2.33 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.

### **SEC. 2.34 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for proving all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

### **SEC. 2.35 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.

### **SEC. 2.36 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.

### **SEC. 2.37 INFORMAL DEBRIEFING**

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the contractor.

### **SEC. 2.38 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.

## **SEC. 2.39 INSURANCE**

Without limiting the contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to contract approval 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.

## **SEC. 2.40 MANDATORY VOLUME REPORTING**

Within thirty (30) calendar days prior to the expiration date of each one-year term of the contract, the Contractor must furnish a volume report of the past year's use by F.O.B. destination. The report must identify each item found on the Bid Schedule and accurately state the number of each item purchased by F.O.B. destination. The report must be submitted electronically in MS Excel format and emailed to the procurement Officer of record. The Contractor's failure to provide this information in a timely manner may cause the State to cancel the contract.

## **SECTION 3. CONTRACT INVOICING AND PAYMENTS**

### **SEC. 3.01 BILLING INSTRUCTIONS - INVOICES**

Invoices shall be sent directly to the ordering Regional Office as identified below. Questions concerning payment must be addressed to the ordering agency. Invoices for partial deliveries will not be accepted. Partial payments will not be made. The ordering agency will only make payment after receipt of product and the itemized invoice with corresponding weight tickets.

Invoices must be submitted as follows:

1. One invoice per “Marked For” location
2. Invoice must clearly identify the Contract No. 2524H040, quantity, unit price, and extended price
3. Certified weight tickets authorized with DOT receiving signatures must accompany invoices –
  - Delivery agents for the Contractor must insure identification of the DOT personnel accepting the shipment is legible
  - Certified weight tickets must clearly identify the truck and driver, the gross weight, tare weight and net weight of each vehicle used in each delivery, date delivered, quantity, and “Marked For” destination

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

- A. Central Region: DOT/PF  
Central Region Procurement Office  
P.O. Box 196900  
Anchorage AK 99519  
Phone: (907) 269-0858  
Or by email to: [dot.cr.accountspayable@alaska.gov](mailto:dot.cr.accountspayable@alaska.gov)
- B. Northern Region: DOT/PF  
Northern Region Procurement Office  
2301 Peger Rd  
Fairbanks AK 99709-5316  
Phone: (907) 451-5102  
Or by email to: [dot.nr.accountspayable@alaska.gov](mailto:dot.nr.accountspayable@alaska.gov)
- C. Southcoast Region: DOT/PF  
Southcoast Region Finance Office  
P.O. Box 112506  
Juneau AK 99811-2506  
Phone: (907) 465-4484  
Or by email to: [dot.sr.accounting@alaska.gov](mailto:dot.sr.accounting@alaska.gov)

### **SEC. 3.02 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.

Any single contract payments of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

**SEC. 3.03    THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED**

Because of the additional administrative and accounting time required of the state when third party financing agreements are permitted, they will not be allowed under this contract.

## SECTION 4. EVALUATION AND CONTRACTOR SELECTION

### SEC. 4.01 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 the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

### SEC. 4.02 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder and Alaska Veteran preferences are the most common preferences involved in the ITB process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of bids. Bidders must attach a copy of their certification letter to the bid. **A bidder's failure to provide this certification letter with their bid will cause the state to disallow the preference.**

### SEC. 4.03 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the total bid price. The preference will be given to a bidder who:

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid 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 Certification Form**

In order to receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

### **SEC. 4.04 ALASKA VETERAN PREFERENCE**

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the total bid price. The preference will be given to a bidder who qualifies under AS 36.30.990(2) as an Alaska Bidder and is a:

- a) sole proprietorship owned by an Alaska veteran;
- b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), 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 government, or the general public.

#### **Alaska Veteran Preference Certification**

In order to receive the Alaska Veteran Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

### **SEC. 4.05 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.

### **SEC. 4.06 ALASKA PRODUCT PREFERENCE**

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development (DCCED) may receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

When the bids are evaluated, the preference percentage will be deducted from the product price. If a bidder fails to specify the brand being offered, no preference will be given. For more information on the Alaska Product Preference and to see the list of products currently on the Alaska Product Preference List, use the following web link:

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx>

#### **Brand Offered**

If offering a product that qualifies for the Alaska Product Preference, the bidder must indicate the brand of product they intent to provide. If a bidder is not offering a product that qualifies for the Alaska Product Preference, the bidder does not need to indicate a product brand.

#### **Brand of Product Changes**

During the course of the contract including all renewal options, a contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

If a bidder offers a product brand in the original bid that does not qualify for the Alaska Product Preference, a change in the product brand may be made at any time during the course of the contract, including all renewals, as long as the product band continues to meet the required specifications. A contract amendment is not required if the product brand originally offered did not qualify for the Alaska Product Preference.

### **SEC. 4.07 LOCAL AGRICULTURE AND FISHERIES PRODUCT 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.

### **SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE**

If a bidder qualifies for the Alaska Bidder Preference and is offering goods or services through an employment program as defined under AS 36.30.990(12), an Employment Program Preference of 15% will be applied to the total bid price.

In accordance with AS 36.30.321(i), 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 government, or the general public.

### **SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE**

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price.

In accordance with AS 36.30.321(i), 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 government, or the general public.



#### **SEC. 4.10 PREFERENCE QUALIFICATION LETTER**

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder 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.

#### **SEC. 4.11 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.

#### **SEC. 4.12 METHOD OF AWARD**

Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items within all lots. There are 6 lots.

#### **SEC. 4.13 NOTICE OF INTENT TO AWARD**

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

## **SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION**

### **SEC. 5.01 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 Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- 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.

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

### **SEC. 5.02 AUTHORITY**

This ITB is written in accordance with AS 36.30 and 2 AAC 12.

### **SEC. 5.03 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.

### **SEC. 5.04 SUITABLE MATERIALS, ETC.**

Unless otherwise specified in this ITB, 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.

**SEC. 5.05 SPECIFICATIONS**

Unless otherwise specified in this 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.

**SEC. 5.06 BRAND AND MODEL OFFERED**

When brand names and model numbers are used to specify the type and quality of the goods desired (“or equivalent”), bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered may cause the state to consider the offer non-responsive and reject the bid.

**SEC. 5.07 CONTRACTOR SITE INSPECTION**

The state may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

**SEC. 5.08 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. Unless otherwise specified in 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.

**SEC. 5.09 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/j/tip/>

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

**SEC. 5.10 RIGHT OF REJECTION**

Bidders must comply with all of the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the ITB.

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counter-offer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;

- do not change the meaning or scope of the ITB;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

**A bid from a debarred or suspended bidder shall be rejected.**

## **SEC. 5.11 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid.

## **SEC. 5.12 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.

## **SEC. 5.13 ASSIGNMENTS**

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Bids that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

## **SEC. 5.14 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.

## **SEC. 5.15 DEFAULT**

In case of default by the contractor, for any reason whatsoever, the state may procurement 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.

## **SEC. 5.16 DISPUTES**

If the contractor has a claim arising in connection with the contract that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632.

## **SEC. 5.17 SEVERABILITY**

If any provision of the contract or agreement is found to be invalid or 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.

## **SEC. 5.18 CONTRACT CANCELLATION**

- 1) The state reserves the right to cancel the contract at its convenience upon thirty (30) calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.
- 2) By signature on their bid, the bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to reject the bid as non-responsive or cancel the contract.

## **SEC. 5.19 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 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

## **SEC. 5.20 SOLICITATION ADVERTISING**

Public notice has been provided in accordance with 2 AAC 12.220.

## **SEC. 5.21 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.

## **SEC. 5.22 PROTEST**

AS 36.30.560 provides that an interested party may protest the content of the ITB.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of bids.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If a bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a bid in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All bidders will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

## **SECTION 6. ATTACHMENTS**

### **SEC. 6.01 ATTACHMENTS**

**Attachments:**

- 1) Bid Schedule
- 2) Preference Certifications Form
- 3) Bid Response Deliverables Checklist
- 4) DOT/PF Maintenance Station Locations

Lot No. 1: Sodium Chloride; Type 1 (Bulk)						
<u>Only Solar Produced Sodium Chloride for LOT 1(A) All Locations</u>						
<u>Lot 1(A): Central Region</u>		Quantity	Total Extended		Deliver Not	Deliver No
<u>F.O.B. Point</u>	<u>Mark For</u>	<u>(Tons)</u>	<u>Price/Tn</u>	<u>Price</u>	<u>Before</u>	<u>Later Than</u>
Anchorage	Anchorage M&O	2000	\$	\$	July 7, 2024	August 12, 2024
Birchwood	Birchwood M&O	400	\$	\$	July 7, 2024	August 19, 2024
Girdwood	Girdwood M&O	800	\$	\$	July 7, 2024	August 19, 2024
Homer Shop / MP 169	Homer Hwys	300	\$	\$	July 1, 2024	August 15, 2024
Ninilchik	Ninilchik	360	\$	\$	July 1, 2024	August 15, 2024
Quartz Creek	Quartz Creek	360	\$	\$	July 1, 2024	August 15, 2024
Seward	Seward 5th & B	360	\$	\$	July 1, 2024	August 15, 2024
Soldotna	Soldotna	900	\$	\$	July 1, 2024	August 15, 2024
<b>Lot 1(A) Totals:</b>	<b>Total Tonnage:</b>	<b>5480</b>				
			Total Extended Price Lot 1(A): \$			
<u>Lot 1(B): Central Region</u>		Quantity	Total Extended		Deliver Not	Deliver No
<u>F.O.B. Point</u>	<u>Mark For</u>	<u>(Tons)</u>	<u>Price/Tn</u>	<u>Price</u>	<u>Before</u>	<u>Later Than</u>
Anchorage Int'l Airport	AIA	300	\$	\$	July 1, 2024	September 16, 2024
Cascade	Cascade	600	\$	\$	July 1, 2024	August 3, 2024
Chulitna	Chulitna	900	\$	\$	July 1, 2024	August 31, 2024
Homer Shop / MP 169	Homer Hwys	975	\$	\$	July 1, 2024	August 15, 2024
Homer McNeil Canyon Pit / MP 160	Homer Hwys	180	\$	\$	July 1, 2024	August 15, 2024
Homer Pit #3 / MP #160	Homer Hwys	150	\$	\$	July 1, 2024	August 15, 2024
Kasilof	Ninilchik	150	\$	\$	July 1, 2024	August 15, 2024
King River	King River	200	\$	\$	July 1, 2024	August 3, 2024
Ninilchik	Ninilchik	450	\$	\$	July 1, 2024	August 15, 2024
North Kenai	North Kenai	420	\$	\$	July 1, 2024	August 15, 2024
Palmer	Palmer	3338	\$	\$	July 1, 2024	July 27, 2024
Quartz Creek	Quartz Creek	975	\$	\$	July 1, 2024	August 15, 2024
Seward	Seward Remote MP 4.5	200	\$	\$	July 1, 2024	August 15, 2024
Seward Crown Point	Seward Crown Pt.	650	\$	\$	July 1, 2024	August 15, 2024
Silvertip	Silvertip	850	\$	\$	July 1, 2024	August 15, 2024
Soldotna	Soldotna	1650	\$	\$	July 1, 2024	August 15, 2024
Sterling Remote / MP 77	Quartz Creek	300	\$	\$	July 1, 2024	August 15, 2024
Talkeetna	Talkeetna	250	\$	\$	July 1, 2024	August 17, 2024
Wasilla	Wasilla	600	\$	\$	July 1, 2024	July 27, 2024
Willow	Willow	1200	\$	\$	July 1, 2024	August 17, 2024
<b>Lot 1(B) Totals:</b>	<b>Total Tonnage:</b>	<b>14338</b>				
			Total Extended Price Lot 1(B): \$			



**Lot No. 1: Sodium Chloride; Type 1 (Bulk) (Continued)**

**Lot 1(C): Southcoast Region**

**Only Solar Produced Sodium Chloride for LOT 1C Locations Juneau, Sitka, Klawock and Kodiak**

<u>F.O.B. Point</u>	<u>Mark For</u>	<u>(Tons)</u>	<u>Price/Tn</u>	<u>Price</u>	<u>Before</u>	<u>Later Than</u>
Juneau	Juneau	700	\$	\$	July 1, 2024	September 17, 2024
Sitka	Sitka	75	\$	\$	July 1, 2024	October 1, 2024
Ketchikan	Ketchikan	60	\$	\$	July 1, 2024	October 1, 2024
Klawock	Klawock	80	\$	\$	July 1, 2024	October 1, 2024
Kodiak	Kodiak	160	\$	\$	July 1, 2024	October 1, 2024
Skagway	Skagway	120	\$	\$	July 1, 2024	October 15, 2024

**Lot 1(C) Totals:** Total Tonnage: **1195**

Total Extended Price Lot 1(C): \$

**Lot No. 1: Sodium Chloride; Type 1 (Bulk) (Continued)**

**Lot 1(D): Northern Region:**

<u>F.O.B. Point</u>	<u>Mark For</u>	<u>(Tons)</u>	<u>Quantity</u> <u>Price/Tn</u>	<u>Price</u>	<u>Total Extended</u> <u>Before</u>	<u>Deliver Not</u> <u>Later Than</u>
Birch Lake	Birch Lake	100	\$	\$	July 5, 2024	September 15, 2024
5 Mile Edgerton Pit	Chitina	30	\$	\$	July 5, 2024	September 1, 2024
Cantwell	Cantwell	100	\$	\$	July 5, 2024	September 15, 2024
Cantwell (new location)	Cantwell Antimony sai	300	\$	\$	July 5, 2024	September 15, 2024
Cordova	Cordova	75	\$	\$	July 5, 2024	September 14, 2024
Delta	Delta	100	\$	\$	July 5, 2024	August 31, 2024
Ernestine	Ernestine	90	\$	\$	July 5, 2024	September 1, 2024
Fairbanks	Fairbanks	1230	\$	\$	July 5, 2024	September 14, 2024
Healy	Healy	400	\$	\$	July 5, 2024	September 14, 2024
Nelchina	Nelchina	30	\$	\$	July 5, 2024	September 1, 2024
Nenana	Nenana	100	\$	\$	July 5, 2024	September 14, 2024
Northway	Northway	60	\$	\$	July 5, 2024	August 31, 2024
MP 184 Richardson	Paxson	90	\$	\$	July 5, 2024	September 1, 2024
Slana	Slana	30	\$	\$	July 5, 2024	September 1, 2024
Tazlina	Tazlina	120	\$	\$	July 5, 2024	September 1, 2024
Thompson Pass	Thompson Pass	100	\$	\$	July 5, 2024	September 14, 2024
Tok	Tok	100	\$	\$	July 5, 2024	August 31, 2024
Trims	Trims	120	\$	\$	July 5, 2024	August 31, 2024
Valdez	Valdez	250	\$	\$	July 5, 2024	September 14, 2024

**Lot 1(D) Totals:** Total Tonnage: **3425**

Total Extended Price Lot 1(D): \$

**Lot No. 1: Sodium Chloride; Type 1 (Bulk) (Continued)**

**Lot 1(E): Northern Region - Future Years Estimated Quantities:**

<u>F.O.B. Point</u>	<u>Mark For</u>	<u>Estimated Quantity (Tons)</u>	<u>Price/Tn</u>	<u>Total Extended Price</u>
Birch Lake	Birch Lake	100	\$	\$
Chitina	Chitina	100	\$	\$
<b>Lot 1(E) Totals:</b>		<b>Total Tonnage: 200</b>		
				<b>Total Extended Price Lot 1(E): \$</b>

**Lot No. 1: Sodium Chloride; Type 1 (Bulk) (Continued)**

**Lot 1(F) As-Needed Quantities:**

<u>*CDPP</u>	<u>Minimum Order</u>	<u>Total Extended Price/Tn</u>	<u>Price</u>	<u>Deliver:</u>
Anchorage:	30 tons	\$	\$	30 days ARO
Fairbanks:	30 tons	\$	\$	30 days ARO
Valdez:	30 tons	\$	\$	30 days ARO
Seattle:	30 tons	\$	\$	30 days ARO
				<b>Total Extended Price Lot 1(F): \$</b>

\* CDPP = the Contract Designated Pricing Point as defined in Section 2.02 Contract Prices of the ITB

Delivery of "as-needed quantity" orders is required no later than thirty (30) days after receipt of order. By signature on page one of the ITB, the bidder .  
 guarantees delivery of these auxiliary orders within 30 days after receipt of order.

**GRAND TOTAL EXTENDED PRICE- LOT NO. 1 (A+B+C+D+E+F):**

**Manufacturer/Supplier:** \_\_\_\_\_

**Product/Brand Name:** \_\_\_\_\_

*Failure to provide the above information may cause the bid to be rejected as non-responsive.*



# ALASKA BIDDER PREFERENCE CERTIFICATION

## AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: \_\_\_\_\_

<b>Alaska Bidder Preference:</b> Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Alaska Veteran Preference:</b> Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1. _____	2. _____
3. _____	4. _____
5. _____	6. _____

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid no later than the deadline set for receipt of bids.

If you are submitting a bid as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids. [AS 36.30.990\(2\)\(E\)](#)

**If the procuring agency is unable to verify a response, the preference may not be applied.** Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

### Alaska Bidder Preference Questions:

- 1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?  
☐ YES ☐ NO  
 If YES, enter your current **Alaska business license number**: [Click or tap here to enter text.](#)
- 2) Is your business submitting a bid under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?  
☐ YES ☐ NO
- 3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid per [AS 36.30.990\(2\)\(C\)](#)?  
☐ YES ☐ NO  
 If YES, please complete the following information:

**A. Place of Business**

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

ZIP: \_\_\_\_\_

“**Place of business**” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

☐ **YES**                      ☐ **NO**

**B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).**

1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?

☐ **YES**                      ☐ **NO**

2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids per [AS 16.05.415\(a\)\(2\)](#)?

☐ **YES**                      ☐ **NO**

3) Do you certify that the resident(s) used to meet this requirement is claiming residency **ONLY** in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

☐ **YES**                      ☐ **NO**

4) Do you certify that the resident(s) used to meet this requirement is **NOT** obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

☐ **YES**                      ☐ **NO**

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. **Incorporated or qualified to do business under the laws of the state?**

☐ **YES**                      ☐ **NO**

If **YES**, enter your current **Alaska corporate entity number**: \_\_\_\_\_

B. **A sole proprietorship AND the proprietor is a resident of the state?**

☐ **YES**                      ☐ **NO**

C. **A limited liability company organized under AS 10.50 AND all members are residents of the state?**

☐ **YES**                      ☐ **NO**

Please identify each member by name: \_\_\_\_\_

D. **A partnership under former AS 32.05, AS 32.06, or AS 32.11 AND all partners are residents of the state?**

☐ **YES**                      ☐ **NO**

Please identify each partner by name: \_\_\_\_\_, \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**Alaska Veteran Preference Questions:**

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

- A. A **sole proprietorship** owned by an Alaska veteran?  
☐ YES ☐ NO
- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?  
☐ YES ☐ NO
- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?  
☐ YES ☐ NO
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?  
☐ YES ☐ NO

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

☐ YES ☐ NO

**SIGNATURE**

By signature below, I certify under penalty of law that I am an authorized representative of \_\_\_\_\_  
and all information on this form is true and correct to the best of my knowledge. (Business Name)

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

**BID RESPONSE DELIVERABLES CHECKLIST:**

This checklist is not intended to be an all-inclusive list for all requirements of the ITB. It is the offerors responsibility to ensure all required items and information are addressed in their Bid.

**BID RESPONSE CHECKLIST ITEMS:**

- Completed ITB -Page 1
- Bid Guarantee -Page 16
- Conflict of Interest Statement –Page 6 & 38
- Evidence of Compliance – Page 12
- Completed Bid Schedule Pages 32 – 34
- Alaska Preference Certification Form (if applicable) –Pages 35-37
- All mandatory return Amendments

**\*Note:** Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items within all lots. There are 6 lots.

**Conflict of Interest Statement:**

Does the company or any individual working on the contract have a possible conflict of interest No ☐ Yes ☐

If yes, please explain the nature of that conflict.

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CENTRAL REGION			
F.O.B. POINT	Contact Name:	Contact Phone:	Cell:
Anch. Int'l Airport: Field Maint. 5740 Dehavilland Dr, Anch, AK 99502	Nick Ebell	266-2425	223-9465
Anchorage: 5300 Tudor Rd., Anchorage, AK 99507	Kayce Eliason	338-1466	440-8451
Aniak: Aniak Airport, 1 Airport Way Aniak, AK 99557	Roxanne Evan	676-4345	676-0505
Bethel: 3517 Eddie Hoffman Dr., Bethel AK 99559	Jane Burris-Cofsky	543-2495	545-4670
Birchwood Airport: 20651 Birchwood Loop Chugiak, AK	Terry Quantrille	338-1466	440-8451
Cascade: MP 93.5 Glenn Hwy., Palmer AK 99645	Marcus Ricker	745-2159	907-355-5116
Chulitna: Mile 121.1 Parks Hwy., Trapper Creek, AK 99683	JP Glenka	733-2246	355-2350
Dillingham: Dillingham City Dock., Dillingham, AK 99576	Jon Taylor	842-5511	843-0915
Girdwood: 338 Toad Stool Dr, Girdwood, AK 99587	Paul Bertholl	783-2232	440-8456
Homer Airport: 2320 Kachemak Dr., Homer, AK 99603	Kevin Jones	235-5217	399-4069
Homer Hwys (Shop): 3450 Sterling Highway, Homer, AK 99603	David Talbot	235-5218	299-0892
Homer Hwys (Pit): MP 160 Sterling Highway, Homer, AK 99603	David Talbot	235-5218	299-0892
Kasilof: Kasilof, AK 99610	Brandon Sorrels	907-567-3463	907-398-4560
King River: MP 66, King River, AK 99645	Marcus Ricker	745-2136	907-355-5116
McGrath: 21 DNR Drive, McGrath, AK 99627	Steffen Strick	524-3241	574-0391
Ninilchik: MP 134.5 Sterling Hwy Ninilchik, AK 99639	Brandon Sorrels	907-567-3463	907-398-4560
North Kenai: Mile 3.2 Island Lake Rd., North Kenai, AK 99611	Lance McCaughey	776-8757	398-8738
Palmer: 289 Inner Springer Loop, Palmer, AK 99645	David Byers	745-2136	907-795-2993
Quartz Creek: Mile 1 Quartz Creek Road, Cooper Landing, AK 99572	Adam Sullivan	595-1262	616-808-6379
Seldovia: 331 Water Supply Rd., Seldovia, AK 99663	Tyler Tucker	234-7818	202-6710
Seward: 5th & B Street, Seward, AK 99664	Adam Sullivan	907-288-2428	616-808-6379
Seward Crown Point: 30049 Seward Hwy, MP 23.9, Seward, AK 99664	Adam Sullivan	907-288-2428	616-808-6379
Silvertip: 57 Seward Hwy., Hope, AK 99605	Jeffrey Mahan	907-269-5672	907-252-5798
Soldotna 46445 Sterling Hwy., Soldotna, AK 99669	Salty Bock	907-262-2199	907-398-8586
Sterling: MP 76.3 Sterling Hwy., Sterling, AK 99	Adam Sullivan	595-1262	616-808-6379
Talkeetna: Mile 14.3 Talkeetna Spur Rd., Talkeetna, AK 99676	Chris Drews	733-2278	907-795-6094
Wasilla: MP 2.4 Knik Goose Bay Rd., Wasilla, AK 99654	David Byers	745-2136	907-795-2993
Willow: MP 71.1 Parks Hwy, Willow, AK 99688	Ray Adams	495-6286	355-6286
<b>Kenai Peninsula District Billing Address: PO Box 1327, Soldotna, AK 99669</b>			



<b>SOUTHCOAST REGION</b>	<b>* Denotes remote location serviced by limited barge</b>		
	<b>** Denotes remote location serviced by air freight only</b>		
F.O.B. POINT	Contact Name:	Contact Phone:	Cell:
*Adak: 27044 Terminal Road, Adak, AK. 99546	Innocent Dushkin	592-8026	572-9900
Akhiok: (In vicinity of zip code 99615)	Phillip Smith	487-4952	539-7073
**Akutan Airport on Akun Island: (In the vicinity of Zip Code 99692)	Dale Ruckman	581-1786	359-1786
Atka Airport: Atka, AK 99547	Dale Ruckman	581-1786	359-1786
Chignik Bay: #101 Airport Way, Chignik, AK. 99565	Floyd Wilson	246-3325	469-0400
Chignik Lagoon Airport: 99565	Floyd Wilson	246-3325	469-0400
Chignik Lake Airport: 99548	Floyd Wilson	246-3325	469-0400
Cold Bay: 100 St Louis Road, Cold Bay, AK. 99571	Hap Kremer	532-5000	532-7071
Gustavus: Gustavus Airport, Gustavus, AK 99826	Jeff Jarvis	697-2251	723-8954
False Pass Airport: 99583	Hap Kremer	532-5000	532-7071
Haines: 720 Main St., Haines, AK 99827	Matt Boron	766-2340	314-0642
Hoonah: 700 Airport Way, Hoonah, AK 99829	Ken Meserve	945-3426	723-2375
Igiugig Airport: 99613	Clint Anelson	571-1261	571-7171
*Iliamna: 101 Airport Road, Iliamna, AK. 99606	Clint Anelson	571-1261	571-7171
Juneau: 6860 Glacier Hwy., Juneau, AK 99801	Isaiah Campos	465-1787	723-7028
Kalsin Bay: 32829 Chiniak Hwy, Kodiak, AK 99615	Phillip Smith	487-4952	539-7073
Karluk Airport: 99608	Phillip Smith	487-4952	539-7073
Ketchikan: 5148 N. Tongass Hwy. Ketchikan, AK 99901	James Stickel	225-2513	617-7400
King Cove Airport: 99612	Hap Kremer	532-5000	532-7071
*King Salmon: MP12 AK Peninsula Hwy, King Salmon, AK. 99613	Floyd Wilson	246-3325	469-0400
Klawock: 1/4 Mile Airport Rd., Klawock, AK 99921	Tim Lacour	755-2229	401-0240
Kodiak: 1500 Anton Larson Bay Rd., Kodiak, AK. 99615	Phillip Smith	487-4952	539-7073
Kodiak Airport: 500 Taxi Way D St. Criterm, Kodiak, AK 99615	Phillip Smith	487-4952	539-7073
Kokhanok Airport: 99606	Clint Anelson	571-1261	571-7171
Larsen Bay Airport: 99624	Phillip Smith	487-4952	539-7073
Levelock: #101 Airport Way, Levelock, AK. 99625	Floyd Wilson	246-3325	469-0400
Nelson Lagoon Airport: 99571	Hap Kremer	532-5000	532-7071



Nondalton Airport: 99640	Clint Anelon	571-1261	571-7171
Old Harbor Airport: 99643	Phillip Smith	487-4952	539-7073
Ouzinkie Airport: 99644	Phillip Smith	487-4952	539-7073
Pedro Bay Airport: 99647	Clint Anelon	571-1261	571-7171
Perryville Airport: 99648	Floyd Wilson	246-3325	469-0400
Petersburg: 288 Mitkof Hwy., Petersburg, AK 99833	Barry Youngberg	772-4624	518-9013
Pilot Point Airport: 99649	Floyd Wilson	246-3325	469-0400
Port Heiden: #101 Airport Way, Port Heiden, AK 99549	Floyd Wilson	246-3325	469-0400
Port Lions Airport: 99550	Phillip Smith	487-4952	539-7073
Sitka: 605 Airport Rd., Sitka, AK 99835	Steve Bell	966-2960	752-0033
Skagway: 2.5 Mile Klondike Hwy., Skagway, AK 99840	Shaun McKnight	983-2323	612-0201
*Sand Point: 268 Airport Road, Sandpoint, AK 99661	Hap Kremer	532-5000	532-7071
Naknek: Mile 1 Alaska Peninsula Hwy., Naknek, AK 99633	Floyd Wilson	246-3325	469-0400
South Naknek Airport, NHN Airport Rd, South Naknek AK 99670	Floyd Wilson	246-3325	469-0400
St. George Airport: 99591	Dale Ruckman	581-1786	359-1786
St. Paul Airport: 99660	Dale Ruckman	581-1786	359-1786
Ugashik Airport: 99649	Floyd Wilson	246-3325	469-0400
Unalaska: 110 Ballyhoo Road, Dutch Harbor, AK 99692	Dale Ruckman	581-1786	359-1786
Wrangell: Airport Rd., Wrangell, AK 99929	William Bloom	874-3107	305-0450
Yakutat: Yakutat Airport, Yakutat, AK 99689	Robert Lekanof	784-3476	410-7359
<b>NORTHERN REGION</b>			
F.O.B. POINT	Contact Name:	Contact Phone:	Cell:
Alakanuk Airport: 99554	John Wilson	451-5205	687-8628
Allakaket Airport: 99720	Fred Ned, Sr.	968-2206	n/a
Ambler Airport: 99785	Alvin Williams	445-5053	n/a
Anvik Airport: 99558	Floyd Huntington	538-4473	n/a
Barrow: 1733 Ahhovak, Barrow, AK 99723	John Olsen	852-6199	n/a
Beaver Airport: 99724	Francis Law	451-5205	687-8628
Bettles Airport: 99726	Francis Law	451-5205	687-8628
Birch Creek: Birch Creek Village, VIA Ft. Yukon, AK 99740	Francis Law	451-5205	687-8628
Brevig Mission Airport: 99785	Terrence Southall Jr.	643/2430	n/a

Buckland Airport: 99727	Ernest Thomas	494-2604	n/a
Chalkyitsik Airport: 99788	Francis Law	451-5205	687-8628
Cantwell: MP 135 Denali Hwy., Cantwell, AK	Rick Lee	768-2355	388-5411
Central Airport: Central, AK 99730	Francis Law	451-5205	687-8628
Chandalar: MP 239.4 Dalton Hwy	David Hocken	328-7120	328-7120
Chitina: MP 28.5 Edgerton Hwy.	Mark Hopper	823-2218	259-2218
Clear Airport: Anderson, AK 99744	Francis Law	451-5205	687-8628
Coldfoot: MP 175 Dalton Hwy	Jason Carson	328-7115	n/a
*Cordova: MP 13 Copper River Hwy.	Robert Mattson	424-3202	429-3202
Deadhorse: MP 419.1 Dalton Hwy.	Tim Parault	328-7130	590-3274
Delta: MP 266 Richardson Hwy.	Robert Hanson	895-4893	388-8153
Deering Airport: 99736	Alvin Iyatunguk Sr.	948-2215	n/a
Eagle: MP 161 Taylor Hwy	Daniel Helmer	547-2215	505-0434
Elim Airport: 99739	City of Elim	890-3441	880-1092
Emmonak Airport: 99581	Ronald Trader	949-6270	n/a
***Ernestine: MP 62 Richardson Highway	Jason Breivogel	822-3312	259-3312
Fairbanks Int'l Airport: 6450 Airport Way, Fairbanks AK 99709	Jasson Jacobs	474-2506	347-6554
Fairbanks: 2301 Peger Road, Fairbanks, AK	Ron Davis	451-2359	388-8206
Fort Yukon Airport:	Francis Law	451-5205	687-8628
Galena Airport: 99741	Marvin Thurmond	656-1236	656-7126
Gamble Airport: 99782	Richard Koozaata	985-2000	n/a
Golovin Airport: 99762	Curt Oliver	360-5433	n/a
Grayling Airport: 99590	David Maillelle	453-5260	n/a
Healy: 1/8 mile Healy Spur Road, Healy, Alaska	Richard Irish	683-2257	388-0526
Holy Cross Airport: 99602	John Aloysius Jr.	312-9737	312-9737
Hughes Airport: Hughes, AK 99745	Francis Law	451-5205	687-8628
Huslia Airport: 99746	Francis Law	451-5205	687-8628
Jim River: MP 138.1 Dalton Hwy	Chris Hollett	328-7110	n/a
Kaltag Airport: 99748	Francis Law	451-5205	687-8628
Kiana Airport: 99749	Brad Reich	475-2108	n/a
Kivalina Airport: 99750	Caleb Wesley	645-2150	n/a
Kobuk Airport: 99751	Elmer Ward	948-2214	n/a
Kotlik Airport: 99620	Marvin Okitkun	899-2233	n/a

Kotzebue Airport: 99752	Alvin Wemeke Jr.	442-3147	n/a
Koyukuk Airport: 99753	Francis Law	451-5205	687-8628
Lake Minchumina Airport: 99757	Francis Law	451-5205	687-8628
Livengood: MP 71 Elliot Hwy.	Andrew Weiland	328-7100	n/a
Manley: MP 149.5 Elliott Hwy.	Shawn Kittle	328-7135	n/a
Marshall Airport: 99585	Donald Hunter	679-6527	n/a
Mountain Village Airport: 99632	Anthony Sheppard	591-6360	n/a
***Nelchina: MP 141 Glenn Highway	James Sparks	822-3714	259-3714
Nenana: 6th and D Street, Nenana, AK 99760	Eric Nelson	832-5463	388-0522
Noatak Airport: 99761	Joseph Johnson	485-2126	485-5005
Nome: MP 4 Nome-Teller Hwy. Nome, AK 99762	Calvin Schaefer	443-3411	304-1297
Northway: MP 1256.3 Alaska Hwy.	Glen Marunde	778-2206	338-8720
Noorvik Airport: 99763	Gary Gallahorn	412-2225	n/a
Nulato Airport: 99765	Rick Kruger	347-1998	898-2355
Numan Iqua Airport: 99666	Daryl Manumik	498-2128	n/a
***Paxson: gravel pit at MP 185 Richardson Highway	David Hoffmeister	822-3357	259-3357
Pilot Station Airport: 99650	Erik Weingarh*	438-2416	n/a
Point Hope Airport: 99766	Gordon Omnik	864-6150	n/a
Rampart Airport 99767	Village Council	358-3312	460-2520
Ruby Airport 99768	Francis Law	451-5205	687-8628
Russion Mission Airport: 99657	Erik Weingarh	438-2416	438-6050
Sag River: MP 305.7 Dalton Hwy	Cliff Ford	328-7125	n/a
St. Mary Airport: 99658	Erik Weingarh	438-2416	438-6050
St. Michael Airport: 99659	John Wilson	624-3261	625-1025
***Slana: Mile 0.25 Nebesna Road	Bill Walsh	822-3301	259-3301
Savoonga Airport: 99769	George Kost	443-2500	304-1301
Selawik Airport: 99770	Alvin Wemeke	442-3147	412-1948
Seven Mile: MP 61.5 Dalton Hwy.	Anthony Coumbe	328-7105	n/a
Shaktoolik Airport: 99771	John Wilson	624-3261	625-1025
Shishmaref Airport: 99772	George Kost	443-2500	304-1301
Shungnak Airport: 99773	Alvin Wemeke	441-3147	412-1948
South Fork: MP 74 Taylor Hwy	Daniel Heineck	866-748-0090	727-8400
Stebbins Airport: 99671	John Wilson	624-3261	625-1025

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