

STATE OF ALASKA

INVITATION TO BID (ITB)



Traffic Marking Paint, Solvent and Paint Beads – Federally Funded

ITB NUMBER: **2525C066-F**

ISSUE DATE: **March 7, 2025**

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.

Joel Balzer	Company Submitting Bid:	
Procurement Specialist	Printed Name:	
907-269-0867	Authorized Signature:	
joel.balzer@alaska.gov	Date:	
	Federal Tax ID Number:	
	Telephone Number:	
	Email Address:	
	Alaska Business License #:	

SECTION 1 INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Transportation and Public Facilities, Procurement Office, is soliciting bids for Federally Funded Traffic Marking Paint and Reflective beads to be delivered to various locations throughout Alaska.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00pm Alaska Time on March 17, 2025**, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

Late bids are bids received after the time and date set for receipt of bids. Late bids will not be accepted.

SEC. 1.03 PRIOR EXPERIENCE

In order for a bid to be considered responsive the bidder must have:

1. Sold traffic marking paint and reflective beads for at least three years.

BIDDERS RESPONSE: Bidders must submit a short narrative statement that defines and describes specifically how the bidder meets or exceeds the above minimum prior experience requirement.

A bidder's failure to meet these minimum prior experience requirements will cause their bid to be considered non-responsive and rejected.

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 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.

SEC. 1.06 SITE INSPECTION

N/A

SEC. 1.07 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:

Department of Transportation & Public Facilities
Attention: **Joel Balzer**
Invitation to Bid (ITB) Number: **2525C066-F**
ITB Title: **Traffic Marking Paint,
Solvent and Paint Beads – Federally Funded**
2200 E. 42nd Avenue, Room 110
Anchorage, Alaska 99508

If submitting a bid via email, the bid may be emailed to dotcrprocurement@alaska.gov and must contain the ITB number in the subject line of the email. The **maximum** size of a single email (including all text and attachments) that can be received by the state is **10mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than **10 megabytes** and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy bid, if you are emailing your bid, the state recommends sending enough ahead of time to ensure the email is delivered by the deadline for receipt of bid.

It is the bidder's responsibility to contact the issuing agency at **907-269-0811** to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 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, 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. 1.09 PRICES

The bidder shall state prices in the units of issue on this ITB. 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.

SEC. 1.10 PRE-BID CONFERENCE

N/A

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		3/7/2025
Deadline for Receipt of Bids / Bid Due Date	2:00PM	3/17/2025
Bid Evaluations Complete		3/18/2025
Notice of Intent to Award		3/18/2025
Contract Award/PO		3/31/2025

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 and Public Facilities, 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 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. 1.17 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 INTENT

This Invitation to Bid (ITB) is intended to result in a fixed price contract for the purchase of FHWA Funded traffic paint, paint solvent, and reflective beads to be delivered to various locations for the Alaska Department of Transportation & Public Facilities.

SEC. 2.02 CONTRACT PROVISIONS

(I) FEDERAL CONTRACT PROVISIONS: THE FOLLOWING PROVISIONS APPLY.

REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS:

Form Fed-Aid (09/11) pages 1 through 13 is attached to this document. This contract incorporates the provisions by reference, with the same force and effect as if they were given in full text. The contractor must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

CONTRACT FUNDING: The funding of the resultant contract will be provided by the U.S. Federal Highways Administration (FHWA). Federal funds are identified and appropriated for the term of the contract. Payment and performance obligations for additional terms of the contract are subject to the availability and appropriation of funds.

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

FEDERAL FUNDS OR ASSISTANCE: Per AS36.30.890, if a procurement involves the expenditure of federal funds or federal assistance and there is a conflict between a provision of this chapter or a regulation adopted under a provision of this chapter and a federal statute, regulation, policy, or requirement, the federal statute, regulation, policy, or requirement shall prevail.

FEDERAL FUNDS OR ASSISTANCE: Per 2 AAC 12.730, if a procurement involves the expenditure of federal funds or requires federal assistance and there is a conflict between a provision of this chapter and federal statute, regulation, policy, or requirement, the procurement officer shall comply with the federal statute, regulation, policy, or requirement. Authority: AS 36.30.040; AS 36.30.890.

NOTE: In order to be responsive, bidders must complete, sign, date and return the following forms with their bid:

(1) Certificate of Buy America Act Compliance Form 25D-62

(2) Material Origin Certificate, Form 25D-60

Failure to return the completed forms with your bid may cause the bid to be deemed non-responsive and rejected.

(II) SECTION 106 – CONTROL OF MATERIAL, SECTION 106.101 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

BUY AMERICA PROVISION: On projects using federal funds, the Contractor shall comply with the requirements of 23 CFR 635.410, Buy America requirements, and shall submit a completed Material Origin Certificate, Form 25D-60, prior to award of the contract. When the Contractor becomes aware of a change from or error in a previously submitted Material Origin Certificate (Form 25D-60), the Contractor shall submit an updated Material Origin Certificate (Form 25D-60). All steel and iron products which are incorporated into the work, shall be manufactured in the United States except that minor amounts of steel and iron products of foreign manufacture may be used, provided the aggregate cost of such does not exceed one tenth of one percent (0.001) of the total contract amount, or \$2,500, whichever is greater. For the purposes of this paragraph, the cost is the value of the products as they are delivered to the project including freight.

(III) IF THE PRODUCT CONTAINS A PORTION OF IRON OR STEEL AND MEETS THIS CRITERIA, THE BIDDER'S COMPLETION AND RETURN OF FORMS 25D-60 AND 25D-62 (ABOVE) IS REQUIRED. BIDDERS MUST EXPLAIN ON THE FORMS (OR AS AN ATTACHMENT) HOW THEIR PRODUCT MEETS 23 CFR 635.410, SIGN AND DATE THE FORMS AND SUBMIT WITH THEIR BID.

"Manufactured in the United States" means all manufacturing processes starting with the initial mixing and melting through the final shaping, welding, and coating processes must be undertaken in the United States.

The definition of "manufacturing process" is smelting or any subsequent process that alters the material's physical form, shape or chemical composition. These processes include rolling, extruding, machining, bending, grinding, drilling, etc. The application of coatings, such as epoxy coating, galvanizing, painting or any other coating that protects or enhances the value of steel or iron materials shall also be considered a manufacturing process subject to the requirements of Section 106-1.01, Buy America Provision and of the Buy America Act.

Buy America does not apply to raw materials (iron ore), pig iron, and processed, pelletized and reduced iron ore. It also does not apply to temporary steel items (e.g., temporary sheet piling, temporary bridges, steel scaffolding, and falsework). Further, it does not apply to materials which remain in place at the Contractor's convenience (e.g., sheet pilings, and forms).

The United States- Mexico- Canada Trade Agreement (USMCA) does not apply to the Buy America requirement. There is a specific exemption within USMCA (USMCA Chapter 13) for grant programs such as the Federal-aid highway program.

When steel and iron products manufactured in the United States are shipped to a foreign country where non steel or iron products are installed on or in them (e.g., electronic components in a steel cabinet), the steel and iron is considered to meet the requirements of this subsection.

The Contractor shall ensure that all manufacturing processes for each covered product comply with this provision. Non-conforming products shall be replaced at no expense to the State. Failure to comply may also subject the Contractor to default and debarment.

Provide a Certificate of Buy America Act Compliance Form 25D-62 from the supplier for each steel or iron product and each component that is manufactured predominantly of steel or iron, prior to incorporating any steel or iron products or any components manufactured predominantly of steel or iron into the project. The supplier certifying Form 25D-62 may be the original manufacturer, fabricator, vendor, or subcontractor; provided the supplier has sufficient control and knowledge of the manufacturing process to accept responsibility and certify full and complete conformance with 23 CFR 635.410. Provide mill certificates when required by the Engineer. False statements may result in criminal penalties prescribed under AS 36.30.687 and Title 18 US Code Section 1001 and 1020.

END OF FEDERAL SPECIFIC CONTRACT PROVISIONS

SEC. 2.03 CONTRACT TERM

The length of the contract will be from the date of award through **February 28, 2026**.

SEC. 2.04 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Transportation and Public Facilities, Statewide Contracting and Procurement.

SEC. 2.05 CONTRACT FUNDING

Payment for the contract is subject to funds already appropriated and identified.

SEC. 2.06 CONTRACT PRICING

The total product price per gallon or pound, as appropriate, plus the total shipping cost per gallon or pound, as appropriate, shall be added together to equal the total price per gallon or pound offered in response to this ITB for Traffic Paint, Solvent, Airport Beads, and Highway Beads shall remain firm through the end of the contract.

SEC. 2.07 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. 2.08 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. 2.09 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.11 CONTRACT PERFORMANCE LOCATION

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

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

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

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

SEC. 2.12 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 2.13 WORKMANSHIP AND 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. 2.14 ORDER PLACEMENT

The states traffic paint, solvent, highway and airport bead quantities as seen on **Attachment A; Bid Schedule** are the states firm order quantities for this contract. Upon contract award, a purchase order will be issued to the contractor by each regional procurement office, for each location. It is the Department's intent to place orders within seven working days following the award of the contract. Some purchase orders may be issued out of the states' procurement systems, IRIS.

SEC. 2.15 AS NEEDED ORDERS

In the event the state requires additional products, the state reserves the right to place "As Needed" orders at the price per gallon or pound, as appropriate, offered in response to this ITB.

SEC. 2.16 AS NEEDED ORDER SHIPPING COSTS

The state shall pay actual shipping costs for all As Needed Orders placed during the term of this contract.

SEC. 2.17 ALTERATIONS

The contractor must obtain the written approval from the procurement officer of record 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 via a contract amendment.

SEC. 2.18 F.O.B. POINT

The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska as stated on Attachment A or Purchase 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. All orders shall be F.O.B. Destination.

SEC. 2.19 PACKAGING

The cost of all packaging must be included in the price bid. All packaging must meet specifications and be suitable for shipment and warehouse storage.

SEC. 2.20 SHIPPING CHARGES

Shipments to all locations for all product types shall be F.O.B. Destination. Shipping is considered a pass-through cost and as such, the state shall only pay actual shipping costs. For the firm order quantities and locations seen on **Attachment A, Bid Schedule**, the state shall pay the shipping cost per gallon, or pound (as appropriate) offered in response to this ITB for each lot and location.

SEC. 2.21 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. 2.22 ADVANCE NOTICE OF DELIVERY

The contractor must notify and inform the delivering freight company of the state's advance notice of delivery requirement to ensure the freight company is fully aware that each state facility receiving an order requires 48 hours advance notice of delivery.

SEC. 2.23 DELIVERY

The following applies to deliveries under the contract intended to result from this ITB. Attachment A, "Bid Schedule", identifies a delivery date for each F.O.B. Destination delivery location. In most cases, this date represents a "no sooner than" or "no later than" date for delivery. However, the "Bid Schedule" may also simply identify a targeted barge sailing for some of the more remote areas of Alaska. Deliveries shall be made by the date specified on the Bid Schedule for each specific location. Please see Attachment C for ship to addresses and points of contact for each lot and location.

By signature on page one of this ITB, the bidder guarantees delivery to each location within the timeframe set forth in the Bid Schedule.

SEC. 2.24 DELIVERY REQUIREMENTS

Deliveries shall comply with the following:

- Deliveries will only be accepted at the final destination during normal State working hours (8am – 4:30pm), Monday through Friday.
- Deliveries shall be made to the State’s maintenance yards on open flat-bed trailers only. **Deliveries made in enclosed vans shall be refused.**
- Drums of paint and palletized beads shall be loaded on open flat-bed trailers in a single tier ONLY. There shall be no double stacking of product.
- Any additional costs to re-deliver products to meet the above requirements shall be the sole responsibility of the contractor.

SEC. 2.25 DETAILED SHIPPING MANIFEST REQUIRED PRIOR TO DELIVERY

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

The manifests must include a header with the contract number and manifest submission date and have separate columns for each of the following items for each returnable bulk container:

1. F.O.B. Point(s)
2. Region (Central)
3. State Purchase Order Number
4. Container ID Number
5. Color of Paint
6. Size of Container
7. Sailing date (or indicate if shipment is pending)

Weekly, starting within 15 days of contract award and until all orders have been scheduled for shipment, the contractor must update the manifests and submit electronically to the Procurement Specialist at:

daniel.trubiano@alaska.gov

(a) EXAMPLE OF SHIPPING MANIFESTS:

Contract Number: 2525C066-F

Date Submitted: 4/23/25

F.O.B. Point	Region	State PO #	Container # or PS=Pending Shipment	Paint Color	Container Size	Sailing Date or PS=Pending Shipment
Anchorage	Central	1600005506	5555	Yellow	345 gal.	4/17/2025
Anchorage	Central	1600005503	29305	White	345 gal	4/29/2025
Anchorage	Central	1600005510	PS	Black	345 gal	PS
Palmer	Central	1600005462	85621	White	345 gal	4/15/2025
Soldotna	Central	1600004989	PS	Yellow	345 gal	PS

SEC. 2.26 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. 2.27 REPORTING, TRACKING, AND INVENTORY OF RETURNABLE BULK CONTAINERS

This section applies to returnable containers only. Reporting, tracking and inventory of bulk steel containers is required for northbound and southbound shipments for the purpose of ensuring each container is returned to the contractor per the terms of the contract.

The following containers shall be returnable:

Specification	Product Description	Packaging Identifier Number	Packaging Definition
One	Solvent Based Paint	2	250 or 345-Gallon Steel Reusable and Returnable Bulk Container
One	Solvent Based Paint	3	345-Gallon Steel <u>Round</u> Reusable and Returnable Bulk Container
One	Solvent Based Paint	4	345-Gallon Steel <u>Square</u> Reusable and Returnable Bulk Container
Three	Waterborne Paint	2	250-Gallon Stainless Steel Reusable and Returnable Bulk Container

All other types of containers shall be non-returnable and disposable.

SEC. 2.28 RELOCATION OF BULK CONTAINERS

If the State exercises its right to relocate a bulk container from the original ship F.O.B. to destination, the location of the container must be reported to the contractor on a Container Relocation Form. The contractor and the Procurement Specialist shall develop the form cooperatively.

SEC. 2.29 RETURN OF BULK CONTAINERS

The return of bulk containers shall proceed as follows:

1. State maintenance station personnel will provide notice to the contractor and identify the container number(s) for return; and,
2. The contractor shall provide instructions and a written Return Authorization (RA) number that identifies all containers being returned under that RA.

SEC. 2.30 CONTAINER INVENTORY

The contractor must maintain a current inventory of all bulk containers shipped and returned by the State under this contract. Upon the State's written request, the contractor must submit the most current inventory within 20 business days.

(I) EXAMPLE OF CONTRACTOR'S INVENTORY:

CA 2525C066-F**Central Region:****Date: 12/1/25**

F.O.B	State PO #	Container # or PS=Pending Shipment	Paint Color	Container Size	Sailing Date or PS=Pending Shipment	Relocate to City/RA#	Return to FOB/RA	RA#	Date Rcvd
Anchorage	1600005842	55852	White	345 gal	5/1/2024	Palmer/175	187	175	6/5/2025
Anchorage	1600005843	25652	Yellow	345 gal	4/15/2024	Palmer /175	190	175	7/1/2025
Anchorage	1600005895	15584	Black	345 gal	5/29/2024	Palmer /164	160	164	5/25/2025
Palmer	1600006952	PS	Blue	345 gal	PS	Anchorage/174	170	174	5/15/2025
Soldotna	1600009052	14852	Yellow	250 gal	PS	Anchorage /184	180	184	6/20/2025

All correspondence related to the tracking of returned containers must be directed through the following:

Central Region: Joel Balzer

joel.balzer@alaska.gov

907 269-0867

SEC. 2.31 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. 2.32 BID GUARANTEE

Bids must be accompanied by a bid guarantee in the form of a Certified or Cashier's check in the amount of

\$10,000 made payable to the State of Alaska. Bonds will not be accepted as a bid guarantee. The bid guarantee of each successful bidder will be retained until that bidder has furnished a satisfactory Performance Bond or Individual Surety. If the successful bidder fails to deliver the required Performance Bond or Individual Surety within the time required, the bid guarantee will be forfeited to the State of Alaska. The bid guarantee of each unsuccessful bidder will be returned as soon as practical after award has been made.

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

SEC. 2.33 PERFORMANCE BOND

A 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 100 percent (100%) of the total bid amount (applicable only to bids in excess of \$250,000.00).

SEC. 2.34 INDIVIDUAL SURETY

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

- **CERTIFIED OR CASHIER'S CHECK:** A certified or cashier's check, made payable to the State of Alaska in the amount of one hundred percent (100%) of the total bid amount (applicable only to bids in excess of \$250,000).

OR

- **SPECIAL NOTICE ACCOUNT OR CERTIFICATE OF DEPOSIT:** A special notice account book or certificate of deposit, made payable to the State of Alaska in the amount of one hundred percent (100%) of the total bid amount (applicable only to bids in excess of \$250,000).

Failure to provide the Performance Bond or Individual Surety within the time required will cause the State to declare the bidder non-responsible and reject the bid.

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 ESTIMATED QUANTITIES

The quantities referenced in this ITB are firm for the initial term of the contract. As seen on **Attachment A, Bid Schedule**, the following firm quantities are required during the initial term of the contract for the following product categories by Lot:

Product	Lot One Central Region
Solvent Based Traffic Paint (gallons)	56,925
Paint Solvent (gallons)	385
Highway Beads (pounds)	290,400

SEC. 2.37 CONTRACT PRICE ADJUSTMENTS

Does not apply to this project.

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.

(I) 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 AS23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.
- **Commercial General Liability Insurance:** covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- **Commercial Automobile Liability Insurance:** covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

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

SECTION 3. SPECIFICATIONS

SEC. 3.01 POINTS OF CONTACT

Please see **Attachment C, Contact Information by Lot**, for detailed Point of Contact information for each lot and location.

SEC. 3.02 BRAND AND MODEL OFFERED

Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, 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 will cause the state to consider the offer non-responsive and reject the bid.

SEC. 3.03 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. 3.04 GENERAL PRODUCT STANDARDS

HIGHWAY STANDARDS: The following sections of the Alaska DOT&PF Standard Specifications for Highways 2020.

- Section 643-2.01-8: Traffic Maintenance – Materials – Interim Pavement Markings;
- Section 670: Traffic Markings;
- Section 708-2.03: Paints – Paint for Traffic Marking;
- Section 712: Miscellaneous, as cited herein;
- Section 712.08: Glass Beads; and,
- Section 106-1.05: Certificates of Compliance.

SECTION 643-2.01, TRAFFIC MAINTENANCE - MATERIALS: In accordance with this section, the contractor shall provide materials for traffic control devices conforming to the following requirements:

- **Per section 643.2.01.8, Traffic Maintenance – Materials - Interim Pavement Markings**, the contractor shall apply markings according to **Section 670** and the manufacturer's recommendations. Use:

- a) Paint meeting **Subsection 708-2.03** with glass beads meeting **Subsection 712-2.08**

SECTION 708-2.03, PAINTS - PAINT FOR TRAFFIC MARKING: In accordance with this section, the contractor shall use the following:

- **Per section 708-2.03.3, Paint for Traffic Marking**, the contractor shall use a product that meets “The current State of Alaska DOT&PF maintenance specification for pavement marking paint”.

SECTION 712-2.08, GLASS BEADS: In accordance with this section, **bidders must** submit certifications of compliance as specified in Section 106-1.05 for each lot of glass beads used on the contract.

- **Per section 106-1.05, Certificates of Compliance**, the contractor shall submit with the bid certifications of compliance that verifies the glass beads contain no more than 200 ppm of lead or

200 ppm of arsenic when tested in accordance with EPA testing methods 3062, 6010B, or 6010C. Glass Beads shall meet AASHTO M 247, Type 1, with a moisture resistant coating when tested in accordance with AASHTO T346.

The Alaska DOT&PF Standard Specifications for Apt & Highways, 2020 edition may be found at the following link: <http://www.dot.state.ak.us/stwddes/dcspsecs/index.shtml>

Please see the specification sections of this ITB sections for information regarding specifications for each type of product.

AIRPORT STANDARDS: The following sections of the Alaska DOT&PF Standard Specifications for Highways, apply to this project.

- Section P-620: Runway and Taxiway Painting as cited herein.

SECTION 620-2.2 MATERIALS – PAINT: In accordance with this section, the paint provided by the contractor shall be:

1. Waterborne or solvent base according to the requirements of Subsection 620-2.2, a. or b.
 - a. **Waterborne:** Paint shall meet the requirements of Federal Specification TT-P1952F, Type II.
 - b. **Solvent Base:** Paint shall meet the requirements of Federal Specification A-A-2886B, Type II, or the State of Alaska DOT&PF maintenance specification for "Traffic Paint - No-Heat Instant Dry Pavement Marking Material".
2. Paint shall be furnished in white (37925), yellow (33538 or 33655), red (31136) and black (37038) according to Federal Standard No 595.
3. Paint shall be furnished in Type II (fast drying time for no-pick-up) when tested according to ASTM D 711.

SECTION 620-2.3 REFLECTIVE MEDIA: In accordance with this section, all glass beads provided by the contractor shall meet the requirements of Fed. Spec. TT-B-1325D, Type I, gradation A. Glass beads shall be treated with adhesion promoting and/or flotation coatings as specified by the manufacturer of the paint. The Alaska DOT&PF Standard Specifications for Airports may be found at the following link:

<http://www.dot.state.ak.us/stwddes/dcspsecs/index.shtml>

SEC. 3.05 INDEPENDENT LAB TEST RESULTS

Bidders must submit with their bid, certified test results performed by independent lab certifying that all products offered are in compliance with the State's paint and reflective glass bead specifications. The test results submitted must be signed by the independent lab and the testing must have been performed and certified no more than 180 days prior to the bid opening date.

Certified test results for each type and color of paint must be submitted. In addition, both airport and highway reflective glass beads must be tested individually. Failure to submit the required certified test results with the bid may cause the State to determine the bid non-responsive and reject the bid.

The contractor shall bear all costs associated with the independent laboratory acceptance testing of the material and such testing costs shall be considered subsidiary to the product's unit price.

SEC. 3.06 PRODUCT SAMPLES

The contractor is required to submit samples of the products offered for inspection and evaluation to the department or its designated agent, as specified under Product Testing. The contractor's failure to submit the samples may cause the State to consider the contractor in default.

SEC. 3.07 PRE-SHIPPING PRODUCT TESTING

After award, but prior to shipping, the Department, or its designated agent, will be given safe access to the plant to inspect and randomly sample all products being offered for shipment. Samples obtained for Quality Assurance purposes will be tested by an independent laboratory for compliance with the State's paint and reflective glass bead specifications.

Product testing shall be arranged by the contractor in cooperation with the states Welding and Coatings Inspection Consultant as identified below.

Testing will be performed by the Alaska DOT&PF's, Welding and Coatings Inspection Consultant Mayes Testing Engineers Inc. Mayes Testing Engineers, Inc. will act as DOT&PF's Agent to randomly select bulk paint containers for sampling, witness the sampling by the paint manufacturer, secure the sample(s) and ensure delivery to a qualified paint testing laboratory for the performance of DOT&PF selected test procedures.

The contractor shall bear all costs associated with quality assurance and independent laboratory acceptance testing of the material and such testing costs shall be considered subsidiary to the product's unit price.

The Department will reject materials when the samples do not meet product quality specifications. If the product does not pass the acceptance testing, the contractor will have 72 hours to correct the product before shipment.

Process to Arrange Product Testing:

1. Upon award, the contractor shall contact Mayes Testing Engineers, Inc. by phone to inform them of the contract award and to provide anticipated testing windows. The state Procurement Officer of Record and the DOT&PF Materials Lab must be notified via email that contact has been made with Mayes Testing Engineers, Inc. **This contact must occur within 14 days of contract award.**

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

2. Once testing windows are determined, the contractor shall notify the Procurement Officer of Record via email of the testing window when sampling will be witnessed by Mayes Testing Engineers, Inc. If testing windows change, the state must be notified of the new testing window.
3. Upon the collection of samples, the contractor shall notify the Procurement Officer of Record via email that samples taken were witnessed by Mayes Testing Engineers, Inc. The samples shall be shipped by the contractor to the paint testing laboratory for testing.
4. Upon completion of the testing, the independent lab will email copies of the final test results to:
joel.balzer@alaska.gov

SEC. 3.08 GENERAL REQUIREMENTS

By signature of the bid, the bidder certifies that they comply or shall comply with the following general requirements:

- A. **FEDERAL COMPLIANCE:** Throughout the execution of this contract, the contractor must adhere to the Code of Federal Regulations, Title 49, Part 180.605
- B. **SILENCE OF SPECIFICATION:** The apparent silence of this specification and supplemental specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only materials and workmanship of first quality are to be used. **ANY** exception to this specification may be cause for rejection of the bid.
- C. **MANUFACTURE:** The ingredient materials shall be mixed and ground to produce a homogeneous paint free of foreign material, which will not thicken, liver, gel, curdle, or settle during storage of up to six months. The paint must dry to an elastic adherent finish and show no appreciable discoloration when a thin section is exposed to sunlight. The contractor shall replace any paint which has become unfit for use, either due to leakage of containers or any other reason not due to handling by user.
- D. **FORMULATION:** The manufacturer who furnishes paint under this specification **must supply the formulation of their product with their bid** and no deviation from this formulation will be permitted without authorization from the State of Alaska. Samples of ingredient materials may be required at any time. The manufacturer's formulation will be treated as a confidential matter and will not be divulged without their consent.
- E. **TEST RESULTS:** All State decisions related to product acceptability shall be considered final.
- F. **FRESH PAINT ONLY:** All paint supplied under this contract must be fresh. The paint may not be re-manufactured, reconditioned or made in part using any components extracted from previous batches. Paint must be clean, bright and mixed no more than 60 days prior to shipment. All paint containers shall clearly show the date of manufacture on the outside of the drum. Paint received in non-compliance will be refused at the contractor's expense.

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

- G. **PROCESS:** The manufacturer shall assume all costs arising from the use of patented materials, equipment, devices or processes used on, or incorporated in the work, and agrees to indemnify and save harmless the Department and its duly authorized agents from suits of law, or actions of any nature for, or on account of the use of any patented materials equipment, devices, or processes.
- H. **SUITABILITY:** All paints supplied under this contract must be suitable for application using standard or airless traffic painting equipment. All paints supplied shall provide durable pavement markings, primarily on asphalt concrete surfaces but must also be suitable for Portland cement concrete applications. All paints supplied shall be of the fast-dry type, suitable for lowest temperature and highest humidity applications.

Bidders must submit any and all paint limitations, recommended storage, as well as recommended equipment and methods of application with the Compliance with Specifications section included under each specification below.

- I. **PRODUCT SUPPORT:** The contractor must email and telephonic support for users to contact with any questions or comments about the use and storage of the materials provided herein. The contractor agrees to respond to all email and telephone inquiries from Alaska DOT&PF personnel within 1 business day. If at all possible, to help ensure a timely response to DOT&PF inquiries, the contractor should provide personnel living in Alaska for product support inquiries.

SEC. 3.09 PRODUCT SPECIFICATIONS

Please see Attachment B-Product Specifications

SECTION 4. CONTRACT INVOICING AND PAYMENTS

SEC. 4.01 INVOICING

Upon completion of delivery to each location, the contractor shall issue a single invoice per lot. The invoice submitted for each lot must:

1. Clearly identify the Purchase Order number, Lot, Location, product description(s), quantity(s), price per gallon or pound, and the extended price; and,
2. Include a Proof of Delivery (POD) receipt signed by a state employee to include a legible printed name for the state employee accepting the delivery.
3. The invoice must also include a copy of the actual freight bill for the specific location to allow for shipping cost validation.

SEC. 4.02 INVOICE SUBMISSION

Invoices must be submitted to the regional office based on the regional location of each lot as identified on the Bid Schedule. All invoices and any questions regarding payment should be directed to the appropriate region as seen below.

Central Region
DOT&PF
Central Region Procurement Office
2200 E. 42 nd Ave.
Anchorage, AK 99508
907-269-0867
joel.balzer@alaska.gov

Invoices may be submitted to the regional office as described above upon the complete delivery and acceptance at each specific location.

Each invoice must have individual lines for each product type and shipping. Shipping costs shall be reimbursed at the actual cost and a shipping invoice shall be included as verification of the shipping cost as seen on the invoice.

Invoices for partial deliveries to a location will not be accepted. Partial payments for individual locations will not be made. Regions will not make payment until after the receipt of the products and the proper submission of an invoice for each individual location.

SEC. 4.03 PROOF OF DELIVERY RECEIPT

When shipments are delivered to their final destination, a Proof of Delivery (POD) receipt must be signed by a state employee on site at the time of delivery. Each POD must include the following:

- Signature and printed name of the state employee on site at the time of delivery.

- Date of Delivery, description of item to include paint color, container number(s), and total quantity.
- The Contractor's Delivery agent is responsible for ensuring the printed name is legible on the POD.

Under certain circumstances, it is possible that a state employee may not be available at some remote site to sign for a delivery. Per **Section 2.22, Advanced Notice of Delivery**, the Contractor's Delivery Agent shall provide advance notification of delivery. If, state personnel are not going to be present at the time of delivery, the Contractor's Delivery Agency must record the name of the state employee on the POD who indicated there would be no one be available during the Advance Notice of Delivery process to sign for the delivery.

SEC. 4.04 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. 4.05 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a **5%** discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 4.06 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 5. EVALUATION AND CONTRACTOR SELECTION

SEC. 5.01 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. 5.02 APPLICATION OF PREFERENCES

Preferences do not apply. Federally funded.

SEC. 5.03 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. 5.04 METHOD OF AWARD

Award will be made by total bid price to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

Lot One: Central Region paint requirements for locations in the CR as seen in the table below:

Lot	Location	Region	Required Delivery Window
1A	Anchorage Maintenance Station	Central	No later than 5/1/2025
1B	Palmer Maintenance Station	Central	No later than 5/1/2025
1C	Soldotna Maintenance Station	Central	No later than 5/1/2025

SEC. 5.05 BID SCHEDULE

In order to be considered responsive, Bidders must complete and submit **Attachment A, Bid Schedule**.

Attachment A is a Microsoft Excel Spreadsheet. The spreadsheet consists of one individual tab as seen below:

- Tab 1: This tab contains Central Region requirements.

SEC. 5.06 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 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 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.

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.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>

Phone: (907) 465-2550

Email: license@alaska.gov

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

- 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. 6.02 AUTHORITY

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

SEC. 6.03 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. 6.04 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. 6.05 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. 6.06 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. 6.07 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. 6.08 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. 6.09 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. 6.10 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. 6.11 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.,* article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 6.12 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. 6.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 6.14 DEFAULT

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

SEC. 6.15 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. 6.16 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. 6.17 CONTRACT CANCELLATION

- 1) The state reserves the right to cancel the contract at its convenience upon **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 provided before the effective date of 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. 6.18 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. 6.19 SOLICITATION ADVERTISING

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

SEC. 6.20 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. 6.21 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 6.22 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 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

- | | |
|-----------------|--|
| 1) Attachment A | Bid Schedule |
| 2) Attachment B | Product Specifications |
| 3) Attachment C | Point of Contact and Ship to Information by Location/Lot |
| 4) Attachment D | Bidder Questionnaire |
| 5) Attachment E | Material Origin Certificate Form 25D-60 |
| 6) Attachment F | Certificate of Buy American Act Compliance Form 25D-62 |
| 7) Attachment G | Federal Aid Contract Provisions (FHWA) |
| 8) Attachment H | Bid Response Checklist |

LOT ONE---FHWA FUNDED TRAFFIC MARKING PAINT FOR THE CENTRAL REGION---Bid Schedule**Instructions**

- 1 For each item in each lot, enter the offered product price per gallon or pound (as appropriate) in the gray shaded cells
- 2 For each item in each lot, enter the offered freight price per gallon or pound (as appropriate) in the gray shaded cells
- 3 The prices offered should contain no more than 2 digits to the right of the decimal point (Example: \$1.25 and not \$1.2498)
- 4 Enter Vendor name in the space provided

Vendor Name:**Central Region Paint Requirements**

Lot #1	Item	Location	Description	Spec #	Container Size	# of Containers	Qty in Gallons or Pounds	Product Price per Gallon or Pound	Freight Cost per Gallon or Pound	Total Extended Price	Required Delivery Date
1A	1	Anchorage Maintenance Station	White Solvent Based Traffic Paint	One	345 Gallon Steel ROUND Reusable and Returnable Bulk Container with a 48" x 48" Square Bottom	20	6,900			\$ -	No later than 5/1/25
1A	2	Anchorage Maintenance Station	Yellow Solvent Based Traffic Paint	One	345 Gallon Steel ROUND Reusable and Returnable Bulk Container with a 48" x 48" Square Bottom	17	5,865			\$ -	No later than 5/1/25
1A	3	Anchorage Maintenance Station	Solvent	Two	55-Gallon Non-Returnable and Disposable Steel Drum	6	330			\$ -	No later than 5/1/25
1A	4	Anchorage Maintenance Station	Highway Beads	Four	Bulk Container Bag with 2,400 pounds	34	81,600			\$ -	No later than 5/1/25
						Total Extended Price				\$ -	
1B	1	Palmer Maintenance Station	White Solvent Based Traffic Paint	One	345 Gallon Steel SQUARE Reusable and Returnable Bulk Container	42	14,490			\$ -	No later than 5/1/25
1B	2	Palmer Maintenance Station	Yellow Solvent Based Traffic Paint	One	345 Gallon Steel SQUARE Reusable and Returnable Bulk Container	40	13,800			\$ -	No later than 5/1/25
1B	3	Palmer Maintenance Station	Highway Beads	Four	Bulk Container Bag with 2,400 pounds	47	112,800			\$ -	No later than 5/1/25
						Total Extended Price				\$ -	
1C	1	Soldotna Maintenance Station	White Solvent Based Traffic Paint	One	345 Gallon Steel SQUARE Reusable and Returnable Bulk Container	32	11,040			\$ -	No later than 5/1/25
1C	2	Soldotna Maintenance Station	Yellow Solvent Based Traffic Paint	One	345 Gallon Steel SQUARE Reusable and Returnable Bulk Container	25	8,625			\$ -	No later than 5/1/25
1C	3	Soldotna Maintenance Station	Solvent	Two	55-Gallon Non-Returnable and Disposable Steel Drum	4	220			\$ -	No later than 5/1/25
1C	4	Soldotna Maintenance Station	Highway Beads	Four	Bulk Container Bag with 2,400 pounds	46	110,400			\$ -	No later than 5/1/25
						Total Extended Price				\$ -	
1D	1	Dillingham Maintenance Station	White Acrylic Waterborne Traffic Paint	Three	250 Gallon Poly Non-Returnable and Disposable Bulk Container	3	750			\$ -	No later than 5/1/25
1D	2	Dillingham Maintenance Station	Yellow Acrylic Waterborne Traffic Paint	Three	250 Gallon Poly Non-Returnable and Disposable Bulk Container	3	750			\$ -	No later than 5/1/25
1D	3	Dillingham Maintenance Station	Highway Beads	Four	Full Pallet of 48, 50 Pound Bags	6	14,400			\$ -	No later than 5/1/25
						Total Extended Price				\$ -	
1E	1	Bethel Maintenance Station	White Acrylic Waterborne Traffic Paint	Three	250 Gallon Poly Non-Returnable and Disposable Bulk Container	1	250			\$ -	No later than 5/1/25
1E	2	Bethel Maintenance Station	Yellow Acrylic Waterborne Traffic Paint	Three	250 Gallon Poly Non-Returnable and Disposable Bulk Container	1	250			\$ -	No later than 5/1/25
						Total Extended Price				\$ -	

Summary

Lot	Location	Total Extended Price
1A	Anchorage Maintenance Station	\$ -
1B	Palmer Maintenance Station	\$ -
1C	Soldotna Maintenance Station	\$ -
1D	Dillingham Maintenance Station	\$ -
1E	Bethel Maintenance Station	\$ -

TOTAL BID PRICE FOR LOTS 1A-1E \$ _____

ATTACHMENT B - PRODUCT SPECIFICATIONS**SPECIFICATION NUMBER ONE:**

DESCRIPTION: LOW VOC SOLVENT BASED TRAFFIC MARKING PAINT IN WHITE, YELLOW, BLACK, BLUE, AND RED

SPECIFICATION: All paint provided under this specification must meet the requirements of Federal Specification AA-2886B, Type II, and be formulated with a minimum of 70% Acrylic Copolymer resins.

SOLVENT PAINT TESTING REQUIREMENTS: The following solvent paint testing requirements shall apply to all paint delivered under Specification Number One.

- The contractor shall submit with the bid testing results for Federal Specification AA-2886B, Type II tests on solvent paint formulated within the two years preceding the Invitation to Bid (ITB) issuance date.
- The contractor shall submit with the bid, test results for the reduced suite of tests as seen in Table 1 for paint formulated within the 180 days prior to the bid opening date.

All costs associated with independent laboratory testing are the sole responsibility of the bidder awarded the contract, including the cost of Quality Assurance “Fingerprint” testing on two samples of the paint randomly selected from the Alaska order by the Alaska DOT&PF’s Quality Assurance Consultant.

Alaska DOT&PF will pay for the consultant, acting as DOT&PF’s Agent, to randomly select two bulk paint containers for sampling, witness the sampling by the paint manufacturer, secure the sample(s) and ensure delivery to a qualified independent paint testing laboratory, for the performance of the following three selected test procedures:

QUALITY ASSURANCE TESTING FOR SOLVENT PAINT: The following tests must be performed.

1. ASTM D562 Consistency (Viscosity)
2. ASTM E1347 (or E1349) Directional Reflectance of white and yellow paint with 45:0 or 0:45 Geometry
3. ASTM D2369 (or D2832) Total Solids, % by Weight

Test results shall be reported by email to the following DOT&PF Staff:

Procurement Specialist

Joel Balzer

joel.balzer@alaska.gov

Statewide Materials

Richard Giessel

richard.giessel@alaska.gov

COMPOSITIONAL REQUIREMENTS:

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

TABLE 1 SOLVENT PAINT PRIMARY QUANTITATIVE REQUIREMENTS

CHARACTERISTIC	MINIMUM	MAXIMUM	TEST METHOD
Viscosity @ 77°F (25°C), Krebs units	75	90	ASTM D562
Weight (lb) per Gallon at 77°F (25°C)	11.0		ASTM D1475
Fineness of Grind, Hegman	2		ASTM D1210
Drying time for no-pick-up, Minutes	---	5	ASTM D711
Contrast Ratio @ 5 mils DFT, White and Colors (Black)	0.95 (1.0)	---	See "H" below
Colors: Yellow 33538; White: 37925; Blue 35180; Red 31136; Black 37038 or approved equals	Pass		FED-STD-595C
Directional reflectance of white paint applied at 15 mils wet film, percent (Measured with 45°:0° or 0°:45° geometry)	85	---	ASTM E1347
Directional reflectance of yellow paint applied at 15 mils wet film, percent (Measured with 45°:0° or 0°:45° geometry)	45	---	ASTM E1347
Volatile Organic Compounds (VOC), grams/liter (lbs./gallon)		150 (1.25)	EPA 40, CFR Part 59, ASTM D3960
Total Solids, % by Weight	70		ASTM D2369
Total Solids, % by Volume	43		ASTM D2697

- C. **Prohibited Materials:** The manufacturer must submit documentation certifying the product does not contain mercury, lead, hexavalent chromium, halogenated solvents (such as Methylene Chloride), or any carcinogen, as defined in 29 CFR 1910.1200.
- D. **Application and Storage:** Follow Manufacturer's recommended equipment, temperatures, humidity and any other limits for safe and proper application, use, as well as storage of these materials and containers.

- E. **Condition in Container:** For a minimum of one year from the date of manufacture, the paint must meet each of the following conditions:

- (1) Not show excessive settling in a freshly opened full can
- (2) Show no curdling, livering, caking, lumps, skins, or color separation
- (3) Be easily re-dispersed when mixed with a paddle
- (4) Be easily re-dispersed after 5 minutes of mechanical shaking using a standard commercial paint shaker
- (5) Water Resistance: Guaranteed water resistant when applied properly.

- F. **Weathering:** Guaranteed against cracking and weathering under extreme conditions when applied properly.

- G. **Storage Stability:**

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

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

- I. **Dry opacity for both Solvent and Waterborne Paints:** (Note: This procedure is derived from Section 4121 of Federal Standard 141.) On a black/white Leneta chart, Form 2A Opacity, draw down a film of the sample covering both black and white portions of the chart. Use an appropriate gap draw-down blade that will produce a 5 mil Dry Film Thickness (DFT).

Dry the specimen 24 hours at 25°C. Use a suitably calibrated filter photometer, conforming to ASTM Designation: E 1347, to measure alternately the 45°/0° daylight luminous directional reflectance (Y) of the specimen over the white and black portions of the chart. Calculate dry opacity as follows:

Dry Opacity = Reflectance over black / Reflectance over white. (Example: Dry Opacity = 82% ÷ 85% = 0.965).

ASTM D2805 is an acceptable alternative for the specified Dry Opacity test in Section H. When ASTM D2805 is used the Contrast Ratio required must be a minimum of 0.95 for White and Yellow. The thickness requirement is changed to 5 mils Dry Film thickness (DFT).

SOLVENT BASE PAINT PACKAGING: Solvent based paint shall be shipped in containers constructed of Carbon Steel or Stainless Steel. Where specified, solvent based materials shall be supplied in either:

1. **55-GALLON NON-RETURNABLE AND DISPOSABLE STEEL DRUM**

When specified on the bid schedule, the Solvent Based Paint shall be supplied in new or reconditioned 55-gallon, pressure-tested, removable-lid carbon steel drums that conform to all applicable DOT, EPA OSHA or other Federal requirements. The following applies:

1. All paint furnished shall be shipped in clean, open head drums. One end of the drum shall have a completely detachable head. "Clean" is defined as drums that are free of any debris or paint remnants from previous shipments.
2. The heads shall be of uniform size and type, so that the recessed part of the head will make contact with the top edge of drum over the entire circumference.
3. The head shall be securely fastened to the top of the drum by means of a lever ring lock or by ring lock with bolt fastener.
4. The hardware shall be galvanized or of non-corrosive metal. The assembly shall be coated with a lubricant to further protect from corrosion and facilitate easy removal.
5. Drums must have new gaskets to ensure an airtight seal.
6. The head and a portion on the side of each drum shall be painted the same color as the traffic paint contained therein.
7. Each barrel shall be filled to four inches from the top edge of the barrel rim.

Drums of paint are to be shipped single tier only on open bed trailers (enclosed containers to Unalaska only).

2. **250 or 345 GALLON STEEL REUSABLE AND RETURNABLE BULK CONTAINER**

When specified on the bid schedule, the Solvent Based Paint shall be supplied in new or clean reconditioned, 250 or 345-gallon reusable and returnable bulk carbon steel containers that comply with all applicable DOT, EPA OSHA or other Federal and State requirements. The following applies:

1. All paint furnished shall be shipped in containers that are clean and free of debris. "Clean" is defined as containers that are free of any debris or paint remnants from previous shipments.
2. The containers shall be sized to safely contain for transport and use in Alaska, 250 or 345 gallons of solvent-based paint.
3. The containers shall be provided with 2" male cam-lock fittings on top and bottom and a top opening with a new gasket of at least 16 inches in diameter.
4. The container shall have vents designed to prevent rain-water from entering the vents and seeping inside the containers.
5. The bottom of the containers shall be fitted for forklift pickup from all four sides.

Any paint or container received with debris or obvious contamination will be returned to the contractor for replacement. The contractor's failure to provide replacement containers in the time specified will result in forfeiture of the contractor's bond.

In order to ensure the containers' fit existing DOT&PF equipment, the contractor must supply the specific sized reusable and returnable steel containers as noted in the Bid Schedule.

3. **345-GALLON STEEL ROUND REUSABLE AND RETURNABLE BULK CONTAINER WITH A 48" X 48" SQUARE PALLET BASE**

When specified on the bid schedule, the Solvent Based Paint shall be supplied in new or clean reconditioned, 345-gallon round reusable and returnable bulk steel containers with a 48" x 48" square pallet that comply with all applicable DOT, EPA OSHA or other Federal and State requirements. The following applies:

1. All paint furnished shall be shipped in containers that clean and free of debris. "Clean" is defined as containers that are free of any debris or paint remnants from previous shipments.
2. The containers shall be sized to safely contain for transport and use in Alaska 345 gallons of solvent-based paint.
3. The containers shall be provided with 2" male cam-lock fittings on top and bottom and a top opening with a new gasket of at least 16 inches in diameter.
4. A liquid capacity of 355 gallons
5. Lifting lugs that are attached to the container may extend no more than 1 inch beyond the actual diameter of the tank.
6. The container shall have vents designed to prevent rain-water from entering the vents and seeping inside the containers.
7. The bottom of the containers shall be fitted for forklift pickup from all four sides.
8. The bottom of the shipping pallet shall measure a minimum of 44 inches by 47 inches and a maximum 48 inches by 48 inches.
9. The combined height of the tote feet and the forklift holes shall be a minimum of 6 inches and a maximum of 7.75 inches.

Any paint or container received with debris or obvious contamination will be returned to the contractor for replacement. The contractor's failure to provide replacement containers in the time specified will result in forfeiture of the contractor's bond.

In order to ensure the container fits existing DOT&PF equipment, the contractor must supply the specific sized and shape of returnable steel containers as noted in the Bid Schedule. Specific requirements include a specific sized round shaped container with a square bottom pallet dimension in compliance with item 8 above.

4. **345-GALLON STEEL SQUARE REUSABLE AND RETURNABLE BULK CONTAINER**

When specified on the bid schedule, the Solvent Based Paint shall be supplied in new or clean reconditioned, 345-gallon square bulk steel containers that comply with all applicable DOT, EPA OSHA or other Federal and State requirements. The following applies:

1. All paint furnished shall be shipped in containers that clean and free of debris. "Clean" is defined as containers that are free of any debris or paint remnants from previous shipments.
2. The containers shall be sized to safely contain for transport and use in Alaska 345 gallons of paint.
3. The containers shall be provided with 2" male cam-lock fittings on top and bottom and a top opening with a new gasket of at least 16 inches in diameter.

4. The container shall have vents designed to prevent rain-water from entering the vents and seeping inside the containers.
5. The bottom of the containers shall be fitted for forklift pickup from all four sides.

Any paint or container received with debris or obvious contamination will be returned to the contractor for replacement. The contractor's failure to provide replacement containers in the time specified will result in forfeiture of the contractor's bond.

In order to ensure the container fits existing DOT&PF equipment, the contractor will supply the specific sized returnable steel containers as noted in the Bid Schedule. Specific requirements include a specific sized square shaped container.

SOLVENT BASE PAINT PACKAGE MARKING: Each container shall be labeled or stenciled to show the following information (abbreviations may be used):

1. Specification Number One
2. Color (letters minimum 3" high on 55 gallon and larger containers)
3. Batch Number
4. Date of Manufacture
5. Quantity in Container
6. Container ID number (letters minimum 3" high on 55 gallon and larger containers)
7. Manufacturer's Name and Address
8. Information and Warnings as may be required by Federal and State Laws
9. Tare Weight of Empty Container

In addition to the above, each container or barrel must be labeled or stenciled to clearly identify the contents and have a paint patch on the side of each barrel. **Example:** SOLVENT BASED PAINT

RETURN OF SOLVENT BASE PAINT BULK CONTAINERS: The bid price submitted must include the cost to return the "returnable" solvent-based paint containers from the final destination. The following applies:

1. The State will ship returnable containers, freight collect, per instructions provided by the contractor.
2. Partial to full containers may be held by the State for up to 27 months with no additional cost to the State.
3. The State reserves the right to relocate the bulk containers for use at other regional destinations. However, any additional charges related to relocation shall be the State's responsibility.
4. The State may request a container be shipped from a location other than the containers original destination only after the State has negotiated additional shipping costs, if any, with the contractor.
5. If a container is lost or damaged beyond repair while in the possession of the State, the State shall reimburse the contractor the replacement cost.

Bidders shall indicate on **Attachment D, Bidder Questionnaire** the State's cost to replace lost or damaged containers. A Bidders failure to identify the replacement cost on **Attachment D, Bidder Questionnaire**, will be construed by the State as there is "no cost" to the state for the replacement

container.

COMPLIANCE TO SPECIFICATIONS NUMBER ONE:

To ensure compliance for Specification Number One, Bidders must submit the following documentation with their bid in order to be considered responsive:

For ease of review, the following should be provided in a single standalone set of documents.

- (1) Cover sheet indicating the Bidder, ITB number, and the Specification Number;
- (2) Testing results for Federal Specification AA-2886B, Type II tests on solvent paint formulated within the two years preceding the Invitation to Bid (ITB) issuance date.
- (3) Certified test reports for all colors of solvent-based paint from an independent laboratory. Testing must have been performed within 180 days prior to the bid opening date and must confirm compliance with bid specifications as seen in Table 1;
- (4) Manufacturer's recommended coating for solvent-based marking paint adhesion to glass beads;
- (5) Material Safety Data Sheets for each formulation;
- (6) Notarized Affidavits of Compliance signed by the authorized representative of both the manufacturer and the bidder, indicating all paint product(s) submitted for bid are compliant with these specifications.
- (7) Notarized Affidavits of Compliance signed by the authorized representative of both the manufacturer and the bidder, indicating all drums and containers submitted for bid are compliant with these specifications.
- (8) Manufacturer's recommended equipment, temperatures, humidity and any other limits for safe and proper application, use, as well as storage of these materials and containers.
- (9) Product Support Contact: name, address, email and telephone number(s).

END OF SPECIFICATION ONE

SPECIFICATION NUMBER TWO

DESCRIPTION: TRAFFIC PAINT SOLVENT

SPECIFICATION: All Traffic Paint Solvent shall be the traffic paint manufacturers recommended solvent for use in cleaning State painting equipment to ensure total compatibility between the solvent and paint and shall provide total paint performance per the paint specifications.

TRAFFIC PAINT SOLVENT PACKAGING: All solvent packaging must be suitable for the contents and must meet all applicable safety and transportation requirements. **When specified on the bid schedule,** solvent materials shall be supplied in either:

1. **5-GALLON NON-RETURNABLE AND DISPOSABLE DRUM**

When specified on the bid schedule, the product must be supplied in 5-gallon sealed drums with an integrated handle.

2. **55-GALLON NON-RETURNABLE AND DISPOSABLE STEEL DRUM**

When specified on the bid schedule, the solvent shall be supplied in new or reconditioned 55-gallon, pressure-tested, removable-lid steel drums that conform to all applicable DOT, EPA OSHA or other Federal requirements. The following applies:

1. All paint furnished shall be shipped in clean, open head drums. One end of the drum shall have a completely detachable head. "Clean" is defined as drums that are free of any debris or paint remnants from previous shipments.
2. The heads shall be of uniform size and type, so that the recessed part of the head will make contact with the top edge of drum over the entire circumference.
3. The head shall be securely fastened to the top of the drum by means of a lever ring lock or by ring lock with bolt fastener.
4. The hardware shall be galvanized or of non-corrosive metal. The assembly shall be coated with a lubricant to further protect from corrosion and facilitate easy removal.
5. Drums must have new gaskets to ensure an airtight seal.
6. The head and a portion on the side of each drum shall be painted the same color as the traffic paint contained therein.
7. Each barrel shall be filled to four inches from the top edge of the barrel rim.

Drums of paint are to be shipped single tier only on open bed trailers (enclose trailers to Unalaska only).

TRAFFIC PAINT SOLVENT PACKAGE MARKING: Each container shall be labeled or stenciled to show the following information (abbreviations may be used):

1. Specification Number Two
2. Color (letters minimum 3" high on 55-gallon drums)
3. Batch Number
4. Date of Manufacture
5. Quantity in Container
6. Container ID number (letters minimum 3" high on 55 gallon and larger containers)

-
7. Manufacturer's Name and Address
 8. Information and Warnings as may be required by Federal and State Laws
 9. Tare Weight of Empty Container

In addition to the above, each container must be labeled or stenciled to clearly identify the contents and have a paint patch on the side of each barrel. **Example:** PAINT SOLVENT

PROHIBITED MATERIALS: The manufacturer must certify that the Traffic Paint Solvent does not contain mercury, lead, hexavalent chromium, halogenated solvents (such as Methylene Chloride), or any carcinogen, as defined in 29 CFR 1910.1200.

END OF SPECIFICATION TWO

SPECIFICATION NUMBER THREE

DESCRIPTION: LOW VOC ACRYLIC WATERBORNE TRAFFIC MARKING PAINT IN WHITE, BLACK, YELLOW, AND RED

SPECIFICATION: All paint provided under this specification must meet the requirements of Federal Specification TT-P1952F, Type II.

WATERBORNE PAINT TESTING REQUIREMENT: The following waterborne paint testing procedures shall apply to all paint delivered under Specification Number Three.

- The contractor shall submit Federal Specification TT-P-1952F, Type III tests on waterborne paint formulated within the two years preceding the Invitation to Bid (ITB).
- The contractor shall submit with the bid, test results for the reduced suite of tests as seen in Table 2 for paint formulated within the 180 days prior to the bid opening date.

All costs associated with laboratory testing are the sole responsibility of the supplier awarded the contract, including the cost of Quality Assurance “Fingerprint” testing on two samples of the paint randomly selected from the Alaska order by Alaska DOT&PF’s Quality Assurance Consultant.

Alaska DOT&PF will pay for the consultant, acting as DOT&PF’s Agent, to randomly select two bulk paint containers for sampling, witness the sampling by the paint manufacturer, secure the sample(s) and ensure delivery to a qualified independent paint testing laboratory, for the performance of the following selected test procedures:

QUALITY ASSURANCE TESTING FOR WATERBORNE PAINT:

1. ASTM D562 Consistency (Viscosity)
2. ASTM E1347 or E1349 Directional Reflectance of white or yellow paint with 45:0 or 0:45 Geometry
3. ASTM D711 Drying time for no-pick-up
4. ASTM D522 Cold Flexibility (Section F, below)
5. ASTM D2621 Infrared Identification (Section G, below)

Test results shall be reported by email to the following DOT&PF Staff:

Procurement Specialist

Tom Mayer

tom.mayer@alaska.gov

Statewide Materials

Rich Giessel

richard.giessel@alaska.gov

COMPOSITIONAL REQUIREMENTS:

- A. **Low VOC:** Paint offered must be a low VOC, ready-mixed, one-component 100% acrylic waterborne airfield and traffic marking paint, of either polymer grade FASTRACK 5408A or FASTRACK HD21A, meeting the requirements of Federal Specification TT-P-1952F, Type II made for fast drying, and Federal Specification TT-P-1952F, Table 1 tests except that Dry Opacity required for White and colors must meet or exceed 0.95 when tested as specified in section H under Table 2 “Waterborne Paint Primary Quantitative Requirements” (below). These paints must have a no-pick-up time of no more than 10 minutes when tested in accordance with ASTM D711. The product must not promote asphalt cracking. Product must have the ability to be applied hot or cold with waterborne compatible striping equipment. Product must be available in bulk containers of no less than 250 gallons or 55 gallon drums or, where specified, 5 gallon containers.

TABLE 2 WATERBORNE PAINT PRIMARY QUANTITATIVE REQUIREMENTS

CHARACTERISTIC	MINIMUM	MAXIMUM	TEST METHOD
Consistency (Krebs units)	80	90	ASTM D562
Freeze-Thaw Stability (3 cycles, <10KU increase in consistency)	Pass		ASTM D2243
Solids by volume			ASTM D2697
Yellow or white	60	---	
Other Colors	58	---	
Pigment, percent by weight	60	62	ASTM D3723
Dry opacity - White and colors	0.95	---	See "H" below
Black	1.00		
Colors: Yellow 33538; White: 37925; Blue 35180; Red 31136; Black 37038 or approved equals	Pass		FED-STD-595C
Directional reflectance of white paint applied at 13 mils wet film, percent (Measured with 45°:0° or 0°:45° geometry)	85	---	ASTM E1347
Directional reflectance of yellow paint applied at 13 mils wet film, percent (Measured with 45°:0° or 0°:45° geometry)	45	---	ASTM E1347
Drying time for no-pick-up, Minutes	---	10	ASTM D711
Mandrel Bend Test, Method B, Pass 1/2" diameter mandrel bend at 40°F	Pass		ASTM D522
Fineness of dispersion, Hegman	3.0	---	ASTM D1210
Accelerated Package Stability (<5KU increase)		5 KU	ASTM D1849
Heat-shear stability, consistency, KU ¹	68	105	TT-P-1952F
FTIR	Match		See "G"

¹ Mandrel bend at 40°F and fluorescent marker test are not required when polymer grade is FASTRACK HD21A.

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

3.2.8 Heat-shear stability. When tested as specified in 4.3.13, the sample must not show signs of gelling or other instability. The consistency must comply with Table 2.

B. **Colors:** Per Federal Standard 595C: White - 37925; Black – 37038; Yellow - 33538 and; Red – 31136.

-
- C. **Application Temperature:** The manufacturer's recommended minimum application temperature (air, surface and material) must be 40° Fahrenheit or lower.
- D. **Water Resistant:** Guaranteed water resistant and resistant to weathering or cracking under extreme conditions, when applied properly.
- E. **Prohibited Materials:** The manufacturer must certify that the product does not contain mercury, lead, hexavalent chromium, toluene, chlorinated solvents, hydrolysable chlorine derivatives, ethylene-based glycol ethers and their acetates, or any carcinogen, as defined in 29 CFR 1910.1200. Test for lead and chromium to show that the paint meets the requirements of Federal Specification TT-P-1952F.
- F. **Cold Flexibility:** Apply the paint to an aluminum Q panel at a wet film thickness of 15 mils and allow to dry at room temperature (65-80F) and ambient humidity (40-70% RH) for 24 hours. Place a cylindrical mandrel apparatus (per ASTM D522 method B) in a 40 F refrigerator when the paint is drawn down. After 24 hours, put the aluminum panel with dry paint in the 40 F refrigerator with the mandrel apparatus for 2 hours. After 2 hours remove the panel and test apparatus and immediately test according to ASTM D522 to evaluate cold flexibility. Paint must show no evidence of cracking, chipping or flaking when bent 180 degrees over a 12.7mm (0.5 inch) mandrel. It is important that neither the paint nor apparatus warm up, owing to handling or exposure to warm air, any more than necessary.
- G. **Polymer Identity:** Use 100% of either FASTRACK 5408A or FASTRACK HD21A as the sole binder material. Polymer identity must also be confirmed by Fourier Transform Infrared Spectroscopy (FTIR) match in the polymeric fingerprint region to a known reference polymer sample. A variation of ASTM D2372 may be followed to extract the resin and a variation of ASTM D2621 may be followed in running the FTIR scan. FASTRACK 5408A (only) must also be confirmed using the fluorescent marker test provided by the polymer manufacturer.
- H. **Dry opacity for both Solvent and Waterborne Paints:** (Note: This procedure is derived from Section 4121 of Federal Standard 141.) On a black/white Leneta chart, Form 2A Opacity, draw down a film of the sample covering both black and white portions of the chart. Use an appropriate gap draw-down blade that will produce a 5 mil Dry Film Thickness (DFT). Dry the specimen 24 hours at 25°C. Use a suitably calibrated filter photometer, conforming to ASTM Designation: E 1347, to measure alternately the 45°/0° daylight luminous directional reflectance (Y) of the specimen over the white and black portions of the chart. Calculate dry opacity as follows: Dry Opacity = Reflectance over black / Reflectance over white. (Example: Dry Opacity = $82\% \div 85\% = 0.965$).

ASTM D2805 is an acceptable alternative for the specified Dry Opacity test in Section H. When ASTM D2805 is used the Contrast Ratio required must be a minimum of 0.95 for White and Yellow. The thickness requirement is changed to 5 mils Dry Film thickness (DFT).

ACRYLIC WATERBORNE TRAFFIC PAINT PACKAGING: When specified on the bid schedule, acrylic waterborne materials shall be supplied in either:

1. **55-GALLON POLYMER COATED INTERIOR NON-RETURNABLE AND DISPOSABLE DRUM**

When specified on the bid schedule, the Acrylic Waterborne Paint shall be supplied in new or reconditioned 55-gallon, polymer coated interior, pressure-tested, removable-lid steel drums that conform to all applicable DOT, EPA OSHA or other Federal requirements. The following applies:

1. All paint furnished shall be shipped in clean, open head drums. One end of the drum shall have a completely detachable head. "Clean" is defined as drums that are free of any debris or paint remnants from previous shipments.
2. The heads shall be of uniform size and type, so that the recessed part of the head will make contact with the top edge of drum over the entire circumference.
3. The head shall be securely fastened to the top of the drum by means of a lever ring lock or by ring lock with bolt fastener.
4. The hardware shall be galvanized or of non-corrosive metal. The assembly shall be coated with a lubricant to further protect from corrosion and facilitate easy removal.
5. Drums must have new gaskets to ensure an airtight seal.
6. The head and a portion on the side of each drum shall be painted the same color as the traffic paint contained therein.
7. Each barrel shall be filled to four inches from the top edge of the barrel rim.

Drums of paint are to be shipped single tier only on open bed trailers (enclosed containers to Unalaska only).

2. 250-GALLON STAINLESS STEEL REUSABLE AND RETURNABLE BULK CONTAINER

When specified on the bid schedule, the Acrylic Waterborne Paint shall be supplied in new or clean reconditioned, reusable and returnable bulk stainless steel containers that comply with all applicable DOT, EPA OSHA or other Federal and State requirements. The following applies:

1. All paint furnished shall be shipped in containers that are clean and free of debris. "Clean" is defined as containers that are free of any debris or paint remnants from previous shipments.
2. The containers shall be sized to safely contain for transport and use in Alaska 250 gallons of Acrylic Waterborne Paint.
3. The containers shall be provided with 2" male cam-lock fittings on top and bottom and a top opening with new gasket of at least 16 inches in diameter.
4. The container shall have vents that prevent rain water entering the vents and seeping inside.
5. The bottom of containers shall be fitted for forklift pickup from all four sides.

Any paint or container received with debris or obvious contamination will be returned to the contractor for replacement. The contractor's failure to provide replacement containers in the time specified will result in forfeiture of the contractor's bond.

In order to ensure containers to fit existing DOT&PF equipment, the contractor must supply the specific sized reusable and returnable containers as noted in the Bid Schedule.

3. 250-GALLON POLY NON-RETURNABLE AND DISPOSABLE BULK CONTAINER

When specified on the bid schedule, the Acrylic Waterborne paint shall be supplied in non-returnable, new or clean recycled intermediate bulk containers that comply with all applicable DOT, EPA OSHA or other Federal and State requirements. The following applies:

1. Containers shall be built to safely contain acrylic waterborne traffic paints for transport and use in Alaska.
2. The bottom of containers shall be fitted for forklift pickup from all four sides and will have a 2" male cam-lock fitting on top and bottom.
3. The **Outer Container** construction shall consist of a rectangular grid box made of tubular steel material for protection of the polyethylene inner tank.
4. The **Inner Container** construction shall consist of a rectangular blow molded tank of high-density polyethylene (HDPE) with filling opening in the middle of the top section.
5. The discharge opening shall be at the bottom of the front side.

Example:



ACRYLIC WATERBORNE TRAFFIC PAINT CONTAINER MARKING: Each container shall be labeled or stenciled to show the following (abbreviations may be used):

1. Name: Paint, Traffic and Airfield Marking, Waterborne
2. Specification Number Three and TT-P-1952F, Type II
3. Color (letters minimum 3" high on 55 gallon and larger containers)
4. Batch Number
5. Date of Manufacture
6. Quantity Paint in Container
7. Container ID number (letters minimum 3" high on 55 gallon and larger containers)
8. Information and Warnings as may be required by Federal and State Laws
9. Manufacturer's Name and Address
10. Tare weight of empty container

In addition, a paint patch on the side of each paint container or barrel is required to facilitate identification of contents. **Example:** WATERBORNE TRAFFIC PAINT

RETURN OF ACRYLIC WATERBORNE PAINT BULK CONTAINERS:

The bid price submitted must include the cost to return the "returnable" solvent-based paint containers from the final destination. The following applies:

1. The State will ship returnable containers, freight collect, per instructions provided by the contractor.
2. Partial to full containers may be held by the State for up to 27 months with no additional cost to the State.
3. The State reserves the right to relocate the bulk containers for use at other regional destinations. However, any additional charges related to relocation shall be the State's responsibility.

4. The State may request a container be shipped from a location other than the containers original destination only after the State has negotiated additional shipping costs, if any, with the contractor.
5. If a container is lost or damaged beyond repair while in the possession of the State, the State shall reimburse the contractor the replacement cost.

Bidders shall indicate on the **Attachment D, Bidder Questionnaire** the State's cost to replace lost or damaged containers. A Bidders failure to identify the replacement cost on **Attachment D, Bidder Questionnaire** will be construed by the State as there is "no cost" to the state for the replacement container.

COMPLIANCE TO SPECIFICATION NUMBER THREE:

To ensure compliance for Specification Number Three, Bidders must submit the following documentation with their bid in order to be considered responsive:

For ease of review, the following should be provided as a single standalone set of documents.

1. Cover sheet indicating the bidder, ITB number, and the Specification Number;
2. Testing results for Federal Specification TT-P-1952F, Type III tests on waterborne paint formulated within the two years preceding the Invitation to Bid (ITB).
3. Certified test reports of all colors of waterborne paint from an independent laboratory. Testing must have been performed within 180 days prior to the bid opening date and must confirm compliance with bid specifications as seen in Table 2;
4. Manufacturer's recommended coating for waterborne paint adhesion to glass beads
5. Material Safety Data Sheets for each formulation
6. Notarized Affidavits of Compliance signed by the authorized representative of both the manufacturer and the bidder, indicating all product(s) submitted for bid are compliant with these specifications.
7. Notarized Affidavits of Compliance signed by the authorized representative of both the manufacturer and the bidder, indicating all drums and containers submitted for bid are compliant with these specifications.
8. Manufacturer's recommended equipment, temperatures, humidity and any other limits for safe and proper application, use, as well as storage of these materials and containers.
9. Product Support Contact name, address, email and telephone number(s).

END OF SPECIFICATION THREE

SPECIFICATION NUMBER FOUR

DESCRIPTION: REFLECTIVE GLASS BEADS FOR HIGHWAYS OR AIRPORTS

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

A. HIGHWAY BEADS: Meet AASHTO M 247, Type I

B. AIRPORT BEADS: Meet Federal Specification TT-B-1325D, Type I, Gradation A

REFLECTIVE GLASS BEAD FOR HIGHWAYS OR AIRPORT PACKAGING: When specified on the bid schedule, beads reflective glass beads shall be supplied in either:

1. FULL PALLET-48, 50LB BAGS

When specified on the bid schedule, airport or highway reflective glass beads shall be supplied in moisture resistant, clean, leak proof multi-wall bags of pinch bottom construction (glued top and bottom, not stitched) suitable for the extreme circumstances presented during transportation to remote areas of Alaska. The following applies:

1. The State will order full pallets only;
2. A full pallet is defined as 48, 50-pound bags;
3. Bag construction shall consist of four, 50 lb. natural kraft layers and one, 8 mil HDPE layer.
4. Bags shall be palletized and shrink wrapped with plastic of minimum thickness of 5 mils to prevent water seepage and bursting during shipment;
5. All 50 lb. bags supplied by this contract must be new and delivered dry and undamaged;
6. Open, torn or ripped bags shall be rejected; and,
7. Rejected bags and replacement product shall be at the contractor's expense.

All bags shall be non-returnable and become the property of the State upon receipt and acceptance at the final destination.

All orders placed by the **Anchorage or Fairbanks International Airports** shall be delivered on a plastic pallet, sample below:



2. BULK CONTAINER BAGS 2400 LBS

When specified on the bid schedule, airport or highway reflective glass beads will be shipped in new or reconditioned 34" x 34" x 36" "chase type polypropylene bags. The following applies:

1. The bags shall be made of 6 oz. weave material;
2. The bags shall have a fully opening closure skirt on top;
3. The bags shall have a 20" discharge chute on bottom with block on spout – 2 cm wide with a PolyPropylene woven tie;
4. The bags shall have 4 top-lift loops of adequate length to allow lifting by a control hook when the bags are full;
5. The bags must have a 40" X 40" X 88" – 2.5 mil. polyethylene inner liner assembled to prevent the liner from slipping and clogging the discharge chute during discharge;
6. The bags shall be secured to standard wooden 42" x 42" non-returnable type pallets; full coverage with pallet jack accessible bottom
7. The pallets must a 2" maximum gap and be of appropriate strength to prevent bags from sagging through the top deck;
8. After loading, the pallets shall be shrink wrapped with plastic of minimum thickness of 5 mils for protection and to prevent water seepage; and,
9. At time of delivery, all pallet loads must be straight and stable, suitable for reshipping without further adjustments.

All bulk 2,400 lb. bags supplied by this contract must be new and be delivered dry and undamaged. Open, torn or ripped bags shall be rejected. Rejected bags and replacement product shall be at the contractor's expense. All bags shall be non-returnable and become the property of the State upon receipt and acceptance at the final destination.

REFLECTIVE GLASS BEAD BAG MARKING: Each bag shall be labeled to show the following (abbreviations may be used):

- 1) Reflective Glass Beads, Highway or Airport
- 2) Specification Number Four and AASHTO M 247, Type I or F.S. TT-B-1325D, Type IA
- 3) Batch Number
- 4) Date of Manufacturer;
- 5) Net Quantity in Container(s)
- 6) MSDS and any other information and/or warnings as may be required by Federal and State Laws
- 7) Manufacturer's Name and Address

COMPLIANCE TO SPECIFICATION NUMBER FOUR:

To ensure compliance for Specification Number Four, Bidders must submit the following documentation with their bid in order to be considered responsive:

For ease of review, the following should be provided as a single standalone set of documents.

- (1) Cover sheet indicating the bidder, ITB number, and the Specification Number;
- (2) Certified test reports for each type of (highway/airport runway) reflective glass beads

from an independent laboratory (performed within 180 days of bid opening) confirming compliance with bid specifications for each type of glass bead;

- (3) Material Safety Data Sheets for each type of glass bead
- (4) Statement of Compliance signed by authorized representative of the firm verifying that bead coatings used for the solvent based and waterborne traffic paints meet the paint manufacturer's recommendations.
- (5) Notarized Affidavits of Compliance signed by the authorized representative of both the manufacturer and the bidder indicating all products submitted for bid are compliant with these specifications
- (6) Notarized Affidavit of Compliance signed by authorized representative of both the manufacturer and the bidder, indicating all containers submitted for bid are compliant with these specifications
- (7) Manufacturer's recommended equipment and any other limits for safe and proper application, use, as well as storage of these materials and containers
- (8) Product Support point of contact to include the contact name, address, email and telephone number(s)

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

END OF SPECIFICATION FOUR

ITB 2525C066-F - CONTACT AND SHIP TO INFORMATION

The following Points of Contact and shipping addresses are provided to ensure proper delivery and efficient communications between the vendor and state delivery locations.

Lot	Location	Ship to Address	Contact	Phone	Email
1A	Anchorage Maintenance Station	5300 East Tudor Road, Anchorage AK 99507	Tim Hanley	907-440-8452	timothy.hanley@alaska.gov
1B	Palmer Maintenance Station	289 Inner Springer Loop, Palmer AK 99645	Harry Hensel	907-745-2159	harry.hensel@alaska.gov
1C	Soldotna Maintenance Station	46445 Sterling Highway, Soldotna, AK 99669	Jeffrey Mahan	907-262-2199	jeffrey.mahan@alaska.gov
1D	Dillingham Maintenance Station	803 Airport Road, Dillingham, AK 99576	Kevin Hardin	907-842-5511	kevin.hardin@alaska.gov
1E	Bethel Maintenance Station	3517 Chief Eddy Hoffman Hwy, AK 99559	Logan Tetoff	907-543-2495	logan.tetoff@alaska.gov

ATTACHMENT D - BIDDER QUESTIONAIRRE

BIDDER:	
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INSTRUCTIONS

1	Enter the Bidders name in the space provided above.
2	Please provide a complete response to the following items:

Item	Question	Vendor Response
1	May other State of Alaska political subdivisions such as cities, towns, boroughs, and school districts at their option purchase from this contract at the same price per gallon or pound as applicable? Note: The bidder's response to this question shall not affect the evaluation of the bid nor award of a contract.	Yes or No
2	To facilitate the return of bulk steel containers, indicate in the space provided below the contractor designated point of contact the State shall use to request and receive the required return authorization number and return instructions from the contractor. Note: Failure to provide the contact information may cause the State to declare the bid non-responsive and reject the bid.	
	Name:	
	Email:	
	Phone:	
3	In the space provided, enter the cost to the State to replace a lost or damaged container. Note: Failure to provide this information shall be construed by the State as "no cost".	\$ -
4	Enter your Alaska Business License Number in the space provided	
5	In the space provided, enter the ordering address	
6	In the space provided, enter the name and contact information for the individual responsible for this contract	
	Name:	
	Phone:	
	Email:	
7	Enter the Solvent based Paint Manufacturer, Supplier, and Brand	
	Manufacturer:	
	Supplier:	
	Brand:	
8	Enter the Solvent Manufacturer, Supplier, and Brand	
	Manufacturer:	
	Supplier:	
	Brand:	
9	Enter the Waterborne Paint Manufacturer, Supplier, and Brand	
	Manufacturer:	
	Supplier:	
	Brand:	
10	Enter the Highway Bead Manufacturer, Supplier, and Brand	
	Manufacturer:	
	Supplier:	
	Brand:	



Non-Domestic Minimal Use & De Minimis Register

Federal-Aid Highway Contracts

Project Name and Number¹ _____

NON-DOMESTIC PRODUCTS AND CONSTRUCTION MATERIALS ²	COST AGAINST IRON & STEEL MINIMAL USE ³	COST AGAINST DE MINIMIS AMOUNT ⁴
Total to Date		
Contract Allowance ^{3,4}		

Estimated Total Project Materials Cost⁶

As Contractor's authorized representative, I certify that, as of the date of my signature below: (1) I have identified on this form and any included attachments⁵, all non-domestic: iron and steel products; predominantly iron or steel manufactured products; and all construction materials incorporated into the Work that are to the Iron & Steel Minimal Use at [23 CFR §635.410\(b\)\(4\)](#) or the De Minimis Amount at [88 FR 55817](#); (2) that the total sum of all products are less than the total contract allowance; and (3) that if I become aware of an error or change in the foregoing information, I will promptly submit a revised form to the Department.

I acknowledge that submission of false or misleading statement information may result in civil and criminal penalties.

Authorized Contractor Signature

Date

Printed Name

Contractor's Company Name

Position Title

Form 25D-60 Instructions:

1. Enter the project name, state number, and federal number as they appear on the contract.
2. Match the description from the related Form 25D-62. Enter "NONE" on the first line if there are no non-domestic products or construction materials to declare.
3. The invoice cost as delivered to the project, including freight, of materials subject to 23 CFR 635.410. The contract allowance is one-tenth of one percent (0.1 percent) of the total contract amount, or \$2,500, whichever is greater, per 23 CFR 635.410(b)(4).
4. The contract allowance is no more than the lesser of \$1,000,000 or 5% of the total applicable costs for the project, per the USDOT Waiver of Buy America Requirements for De Minimis Costs and Small Grants 88 FR 55817.
5. Attach additional form sheets if necessary to include more than one page of products and materials.
6. Enter the total cost of all predominantly steel and iron products and construction materials to be permanently incorporated into the project.



Certificate of Buy America Act Compliance

Federal-Aid Highway Contracts

Project Name and Number¹

Pay Item No. / Pay Item Description²

Does 25D-60 need to be updated?

☐ Yes

☐ No

PRODUCT OR CONSTRUCTION MATERIAL ³	QUANTITY ⁴	NON-DOMESTIC OR UNKNOWN ORIGIN ⁵	DOMESTIC ⁵	PREDOMINANTLY IRON OR STEEL OR BOTH ⁶	CONSTRUCTION MATERIAL ⁷	MANUFACTURED PRODUCT ⁸	PROJECT SPECIFIC WAIVER ⁹	COST OF NON-DOMESTIC ORIGIN ¹⁰
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

As the Supplier's authorized representative, I certify that, as of the date of my signature below, all iron or steel products, all products predominantly of iron or steel or a combination of both, all manufactured products, and all construction materials listed and classified above as domestic meet the domestic requirements of 23 CFR §635.410 and 2 CFR Part 184. If an iron or steel product, a product predominantly of iron or steel or a combination of both, a manufactured product, or construction materials are non-domestic, then I further certify that the cost shown above is a true and accurate value of the product and/or material including shipping to the project location.

As the Contractor's authorized representative, I certify that the above products and/or materials will be incorporated into the project, and I further certify that the cumulative amount of all non-domestic iron or steel products, products predominantly of iron or steel or a combination of both, manufactured products, and construction materials do not exceed, as appropriate, the minimal use allowance under 23 C.F.R. §635.410(b)(4) or the de minimis allowance under the USDOT's "Waiver of Buy America Requirements for De Minimis Costs and Small Grants" published in the Federal Register at 88 FR 55817.

I acknowledge that submission of false or misleading statement information may result in civil and criminal penalties.

Supplier's Authorized Representative Signature

Date

Printed Name

Position

Prime Contractor's Authorized Representative Signature

Date

Printed Name

Position

Form 25D-62 Instructions:

1. Enter the project name, state number, and federal number as they appear on the contract.
2. Enter the pay item number and description as they appear on the bid schedule.
3. Use a description that allows identification of the product of material in the retained documentation and at the project site.
4. Do not enter a generic description like “all required”. Use a quantity that matches the retained documentation used to certify cost on Form 25D-60.
5. Choose either domestic or non-domestic as required by Section 106-1.01, Buy America Provision
6. Check this column if product is a Manufactured Product as defined in Section 106-1.01, Buy America Provision
7. Check this column if product is a Construction Materials as defined in Section 106-1.01, Buy America Provision
8. Enter the cost of the non-domestic product(s) for the associated quantity. Provide an updated Form 25D-60 when the non-domestic material counts towards the contract allowance.
9. Keep a copy of the waiver with the retained documentation when the non-domestic material is subject to an applicable waiver.
10. Enter the total cost of the products/materials that are non-domestic.
11. Attach additional form sheets if necessary to include more than one page of products and materials.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
REQUIRED CONTRACT PROVISIONS
for
FEDERAL-AID (FHWA) CONTRACTS

FHWA-1273 -- Revised May 1, 2012
Supplement , Cargo Preference Act – Effective February 15, 2016

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27)

and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

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

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

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

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

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

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

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

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

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of

employees by means of meetings, employee handbooks, or other appropriate means.

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should

represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for

determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that

the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed,

as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity

requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

Shall be fined under this title or imprisoned not more than 5 years or both."

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SUPPLEMENT to Form FHWA -1273
CARGO PREFERENCE ACT REQUIREMENTS

This provision requires compliance with the Cargo Preference Act (CPA) and its implementing regulations in 46 CFR 381 for all Federal Aid Projects awarded after February 15, 2016.

In accordance with 46 CFR 381.7, the following language must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of 46 CFR 381.7 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

(a) Agreement Clauses. Use of United States-flag vessels:

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) Contractor and Subcontractor Clauses. Use of United States-flag vessels: The contractor agrees—

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

ATTACHMENT H **BID RESPONSE CHECKLIST**

BID RESPONSE DELIVERABLES

1. Signed Page One
2. All mandatory return amendments
3. Bid Guarantee in the form of a Cashiers or Certified Check made out to the State of Alaska in the amount of \$10,000 (see section 2.32)
4. Completed Attachment A - Bid Schedule
5. Completed copy of Attachment D-Bidder Questionnaire
6. Completed copy of Attachment E-Certificate of Buy American Act Compliance Form 25D-60
7. Completed copy of Attachment F-Certificate of Buy American Act Compliance Form 25D-62
8. Certificates of Compliance for glass beads (see section 3.04)
9. Certified Independent Lab Tests as required (see section 3.05)
10. Paint Formulation in accordance with General Requirement item (D) (see section 3.08)
11. Prohibited Materials Certification for Specification Number One-Solvent Based Paint (See Attachment B, Product Specifications)
12. Prohibited Materials Certification for Specification Number Two-Paint Solvent (See Attachment B, Product Specifications)
13. Prohibited Materials Certification for Specification Number Three-Waterborne Paint
14. Documentation as required to verify compliance to Specifications Number One (See Attachment B, Product Specifications)
15. Documentation as required to verify compliance to Specifications Number Three (See Attachment B, Product Specifications)
16. Documentation as required to verify compliance to Specifications Number Four (See Attachment B, Product Specifications)
17. Prior Experience (see section 1.03)
18. Conflict of Interest (see section 1.08)