

# STATE OF ALASKA

## INVITATION TO BID (ITB)



### HOT MIX - CENTRAL REGION

ITB 2525C064

ISSUED 3/12/2025

THE DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, CENTRAL REGION PROCUREMENT, SUPPLY & SERVICES IS SOLICITING BIDS FROM QUALIFIED VENDORS TO PROVIDE HOT MIX FOR MULTIPLE LOCATIONS.

**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 if you desire to receive notification of subsequent amendments to the solicitation.

**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 must be submitted with the bid:
  - a canceled check for the business license fee;
  - a copy of the business license application with a receipt date stamp from the State's business license office;
  - a receipt from the State's business license office for the license fee;
  - a copy of the bidder's valid business license;
  - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, 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.

<p><b>JOEL BALZER</b> <b>PROCUREMENT OFFICER</b></p> <p>Phone: 907-269-0867</p> <p>Email: <a href="mailto:joel.balzer@alaska.gov">joel.balzer@alaska.gov</a></p>	<p>_____ COMPANY SUBMITTING BID</p> <p>_____ AUTHORIZED SIGNATURE</p> <p>_____ PRINTED NAME</p> <p>_____ DATE</p>	<p>Note: An Alaska Business License will be required prior to award. Out-of-State bidders must also comply with all corporate laws of the State of Alaska regarding performing business in the State.</p> <p>_____ E-MAIL ADDRESS</p> <p>_____ ALASKA BUSINESS LICENSE NUMBER</p> <p>_____ VENDOR TAX ID NUMBER</p>
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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

This Invitation to Bid (ITB) is intended to result in the purchase of Hot Mix for various locations located in the Central Region, to be picked-up by State trucks at the contractor's plant throughout the summer on an **As-Needed** basis for the Alaska Department of Transportation & Public Facilities, Maintenance & Operation.

### SEC. 1.02 BUDGET

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **3/24/2024**, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 REQUIRED 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 deadline for receipt of bids. 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 RETURN INSTRUCTIONS

Bidders must submit one hard copy of their entire 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,  
Central Region Procurement Supplies & Services  
Attention: **Joel Balzer**  
Invitation to Bid (ITB) Number: **2525C064**  
ITB Title: **Hot Mix – Central Region**  
2200 East 42nd Ave. Room 110  
Anchorage, Alaska 99508

**ELECTRONIC BID SUBMISSION:** If sending electronically; bids must be emailed to [dotcrprocurement@alaska.gov](mailto:dotcrprocurement@alaska.gov) no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the maximum size of a single email (including all text and attachments) that can be received by the state is **10mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple

emails that are each less than **10 megabytes** and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments.

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

It is the bidder's responsibility to contact the issuing office at **(907) 269-0811** to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

### **SEC. 1.07 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. 1.08 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. 1.09 AMENDMENTS TO THE ITB**

If an amendment is issued before the deadline for receipt of bids, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment 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 OPN.

### **SEC. 1.10 ITB SCHEDULE**

The ITB schedule below 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		3/12/2025
<b>Deadline for Receipt of Bids / Bid Due Date</b>	<b>2:00 PM AKST</b>	<b>3/24/2025</b>
Bid Evaluations Complete		3/25/2025
Notice of Intent to Award		3/25/2025
Contract Award / Purchase Order (PO)		4/7/2025
Contract Start Date		4/8/2025

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 & Public Facilities (DOT&PF), or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

**SEC. 1.11 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. 1.12 SUPPORTING INFORMATION**

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, may cause the state to consider the offer non-responsive and reject the bid.

**SEC. 1.13 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 must be complied with at risk of bid rejection for non-responsiveness.

## SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION

### SEC. 2.01 SCOPE OF WORK

- Product must be available for pick up from 8 AM to 4 PM, Monday through Friday.
- Minimum amount per pick up will be TWO TONS (4000 lbs.)
- Contractor's plant must be able to produce 100 tons of Hot Mix per hour.
- Contractor's plant must be accessible for both end dump trucks and/or belly dump trucks to navigate through facility.

#### SPECIFICATIONS:

##### Hot Mix MOA Class D and Class E

Reference attached SECTION 40.06 ASPHALT CONCRETE PAVEMENT, Article 6.3 Composition of Mixes Class D Class E.

##### Hot Mix Asphalt PG52-28

Reference attached SECTION 702 ASPHALT MATERIALS. Asphalt Cement shall conform to the requirements of Section 702-2.01 "Alaska Standard Specifications for Highway Construction **MOST RECENT REVISION**".

Aggregate Gradation shall conform to Section 703-4 and **Table 703-3 Type II or III or IV, Class B**. Alaska Standard Specifications for Highway Construction website can be found at the following link:

<https://dot.alaska.gov/stwddes/dcsspecs/>

### SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award through **10/31/2025**.

### SEC. 2.03 CONTRACT TYPE

This contract is a fixed firm price contract.

### SEC. 2.04 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. 2.05 ELECTRONIC PAYMENTS

The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). Bidders may review information concerning the EFT process and access the [Electronic Payment Agreement Form for Vendors](https://doa.alaska.gov/dof/vendor.html) at the following link: <https://doa.alaska.gov/dof/vendor.html>. Method of payment is not a factor in the State's determination for award.

**SEC. 2.06     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. 2.07     CONTRACT ADMINISTRATION**

The administration of this contract is the responsibility of the procurement officer of record.

**SEC. 2.08     CONTRACT PRICE ADJUSTMENTS**

Prices are to remain firm through the duration of the contract.

**SEC. 2.09     CONTRACT PERFORMANCE LOCATION**

The location(s) the work is to be performed, completed, and managed is at the **CONTRACTORS PLANT**.

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. 2.10     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.

**SEC. 2.11     SUBCONTRACTORS**

Subcontractors will not be allowed.

**SEC. 2.12     JOINT VENTURES**

Joint ventures will not be allowed.

**SEC. 2.13     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. 2.14 F.O.B. POINT**

The F.O.B. point for this ITB will be Contractor's Plant. Hot mix will be picked up by State of Alaska trucks. Contractor's plant must be accessible for both end dump trucks and/or belly dump trucks to navigate through facility. See individual lot for F.O.B. locations.

**SEC. 2.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for providing 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. 2.16 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 and issued a written contract amendment.

**SEC. 2.17 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. 2.18 BILLING INSTRUCTIONS**

Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order. The ordering agency will only make payment after it receives the services and the invoice. Question concerning payment must be addressed to the ordering agency.

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

**SEC. 2.19 ESTIMATED QUANTITIES**

The estimated annual use quantities referenced in this ITB are only estimates and may vary more or less from the quantities actually purchased. The state will use the estimated annual use numbers for the evaluation and award of the ITB, but the state does not guarantee any minimum purchase. Orders will be issued throughout the contract period by various state agencies on an **as-needed** basis.

**SEC. 2.20 NONDISCLOSURE AND CONFIDENTIALITY**

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. “Reasonable care” means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor’s receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

**SEC. 2.21 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. 2.22 INSURANCE**

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

Certificates of Insurance must be furnished to the procurement officer prior to contract approval and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

**Proof of insurance is required for the following:**

- Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.
- Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

## **SECTION 3. BID FORMAT AND CONTENT**

### **SEC. 3.01 BID FORMS**

Bidders shall use the front page of this ITB, the Bid Submission Cover Sheet, 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 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. 3.02 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.

## SECTION 4. EVALUATION AND CONTRACTOR SELECTION

### SEC. 4.01 EVALUATION OF BIDS

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

### SEC. 4.02 APPLICATION OF PREFERENCES

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

<https://oppm.doa.alaska.gov/policy-oversight/policy-resources/user-guide-matrixes/>

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

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

### SEC. 4.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all

members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

#### **Alaska Bidder Preference Certification Form**

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

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

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

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

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

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

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

### **SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE**

An Alaska Military Skills Program Preference of 2%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and:

- a) Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- b) has an active partnership with an entity that employs an apprentice through a program described above.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

#### **Alaska Military Skills Program Preference Certification**

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

In addition, proof of graduation of the qualifying employee from an eligible program as described in AS 36.30.321(l) must be provided to the Procurement Officer at time of bid submission. Bidders must provide clarification or additional information requested by the Procurement Officer related to the preference not later than 5:00 PM Alaska Time one (1) business day following the date of the request. Failure to provide sufficient documentation will result in the bidder not receiving the Military Skills Program Preference.

#### **SEC. 4.06 USE OF LOCAL FOREST PRODUCTS**

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

#### **SEC. 4.07 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE**

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

#### **SEC. 4.08 ALASKA PRODUCT PREFERENCE**

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

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

Products are classified in one of three categories:

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

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

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

#### **Brand Offered**

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

**Brand of Product Changes**

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

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

**SEC. 4.09 EMPLOYMENT PROGRAM PREFERENCE**

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

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

**SEC. 4.10 ALASKANS WITH DISABILITIES PREFERENCE**

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

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

**SEC. 4.11 PREFERENCE QUALIFICATION LETTER**

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the state to disallow the preference.

**SEC. 4.12 EXTENSION OF PRICES**

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

**SEC. 4.13 METHOD OF AWARD**

Award will be made by Lot to the lowest responsive and responsible bidder. There are **five (5) Lots**. In order to be considered responsive for a Lot, bidders must bid on all items within the Lot.

**SEC. 4.14 CONTRACTOR SELECTION PROCESS**

Once the contracts are established this selection process will be used. When the state needs to order the product or service, the lowest priced contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the needed service, the state will contact the next lowest priced contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For example, if there was a need to transport a person from Anchorage to Fairbanks and then guard the person for two days in Fairbanks, the agency would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

**SEC. 4.15 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 sent to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement officer does so without a contract and at their own risk.

## SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

### SEC. 5.02 AUTHORITY

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

### SEC. 5.03 COMPLIANCE

In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

### SEC. 5.04 SUITABLE MATERIALS, ETC.

Unless otherwise specified in this ITB, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model, or crop and of recent manufacture.



**SEC. 5.05 SPECIFICATIONS**

Unless otherwise specified in this ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

**SEC. 5.06 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 service, maintenance, and inspections. Service, maintenance, and inspections that are improperly done will be redone, by the contractor, at the contractor's risk and expense.

**SEC. 5.07 CONTRACTOR SITE INSPECTION**

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

**SEC. 5.08 ORDER DOCUMENTS**

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

**SEC. 5.09 HUMAN TRAFFICKING**

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

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

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

**SEC. 5.10 RIGHT OF REJECTION**

Bidders must comply with all 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 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 counteroffer 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 bidders,
- 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 is determined to be in the state's best interest. A bid from a debarred or suspended bidder shall be rejected.

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

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

### **SEC. 5.12 DISCLOSURE OF BID CONTENTS**

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

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information a bidder 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 a bidder submits with its bid as CBI, the bidder must do the following when submitting their bid: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the bidder asserts make the information CBI. If the bidder does not do these things, the information will become public after the Notice of Intent to Award is issued. If the bidder does these things, OPPM or their designee will evaluate the bidder'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 bidder an opportunity to object to the disclosure of the information.

### **SEC. 5.13 ASSIGNMENTS**

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

**SEC. 5.14 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)**

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

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

**SEC. 5.15 DEFAULT**

In case of default by the contractor, for any reason whatsoever, the state may 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. 5.16 DISPUTES**

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

**SEC. 5.17 SEVERABILITY**

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

**SEC. 5.18 CONTRACT CANCELLATION**

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

**SEC. 5.19 GOVERNING LAW; FORUM SELECTION**

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by Section 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**SEC. 5.20 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 to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

## SEC. 5.21 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. 5.22 PROTEST

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

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or bidder 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 to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

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

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

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

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

## **SECTION 6. ATTACHMENTS**

### **SEC. 6.01 ATTACHMENTS**

**Attachments:**

- 1) Attachment A Bid Schedule
- 2) Attachment B Bid Submission Cover Sheet and AK bidder form
- 3) Attachment C SECTION 40.06 ASPHALT CONCRETE PAVEMENT Class D and E Specs
- 4) Attachment D SECTION 702 ASPHALT MATERIALS

<b>BID SCHEDULE</b>
---------------------

**Lot No. 1:** Hot Mix MOA Class D and Class E

TSAIA Airfield Maintenance Station: 5740 Dehavilland Dr., Anchorage, AK 99502

<u>ITEMS</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u> Est Qty x Unit Price
1	Hot Mix <b>MOA Class D</b> Per specification	1000	Ton	\$	\$
1	Hot Mix <b>MOA Class E</b> Per specification	1000	Ton	\$	\$

**Loaded into State Trucks**

You must answer all the following questions, or your quote may be found non-responsive and rejected.

Are you able to perform according to SEC. 2.01 Scope of Work and the terms &amp; conditions in this ITB?

☐ Yes ☐ No**F.O.B.:** Contractors Plant; plant must be located within a **20-mile radius** of the Ted Stevens Anchorage International Airport.**Contractor's Plant Location:** \_\_\_\_\_

\_\_\_\_\_

**Guaranteed Availability:** \_\_\_\_\_/hours after receipt of order.

Failure to make an entry in the space provided will be construed as an offer to have available within **twenty-four (24) hours** after the receipt of an order. Bids that specify availability more than twenty-four (24) hours after the receipt of an order may be considered non-responsive and the bids may be rejected.

Alaska Products Preference in accordance with 3 AAC 92.

**If claiming the Alaska Product Preference, make sure to reference/read the Alaska Product Preference section (pg.11).**

I certify that the product offered is entitled to a:

CLASS I @ 3%     [   ]

CLASS II @ 5%     [   ]

CLASS III @ 7%     [   ]

**BID SCHEDULE cont.****Lot No. 2:** Hot Mix PG 52-28 **Type III** Class B

Anchorage Maintenance Station: 5300 Tudor Rd, Anchorage, AK 99507

<u>ITEMS</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u> Est Qty x Unit Price
1	Hot Mix PG52-28 <b>Type III</b> , Class B Per specification	200	Ton	\$	\$

**Loaded into State Trucks****You must answer all the following questions, or your quote may be found non-responsive and rejected.**

Are you able to perform according to SEC. 2.01 Scope of Work and the terms &amp; conditions in this ITB?

☐ Yes ☐ No**F.O.B.:** Contractors Plant; plant must be located within a **15-mile radius** of the Anchorage Maintenance Station.

**Contractor's Plant Location:** \_\_\_\_\_

\_\_\_\_\_

**Guaranteed Availability:** \_\_\_\_\_/hours after receipt of order.

Failure to make an entry in the space provided will be construed as an offer to have available within **twenty-four (24) hours** after the receipt of an order. Bids that specify availability more than twenty-four (24) hours after the receipt of an order may be considered non-responsive and the bids may be rejected.

Alaska Products Preference in accordance with 3 AAC 92.

**If claiming the Alaska Product Preference, make sure to reference/read the Alaska Product Preference section (pg.11).**

I certify that the product offered is entitled to a:

CLASS I @ 3% [ ]

CLASS II @ 5% [ ]

CLASS III @ 7% [ ]



**BID SCHEDULE cont.****Lot No. 3:** Hot Mix PG 52-28 **Type II & IV** Class B

Soldotna Maintenance Station: 46445 Sterling Hwy, Soldotna, AK 99669

<u>ITEMS</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u> Est Qty x Unit Price
1	Hot Mix PG52-28 <b>Type II</b> , Class B Per specification	200	Ton	\$	\$
2	Hot Mix PG52-28 <b>Type IV</b> , Class B Per specification	400	Ton	\$	\$
<b>LOT 3 BID TOTAL Items 1 &amp; 2</b>					<b>\$</b>

**Loaded into State Trucks****You must answer all the following questions, or your quote may be found non-responsive and rejected.**

Are you able to perform according to SEC. 2.01 Scope of Work and the terms &amp; conditions in this ITB?

☐ Yes ☐ No**F.O.B.:** Contractors Plant; plant must be located within a **25-mile radius** of the Soldotna Maintenance Station.**Contractor's Plant Location:** \_\_\_\_\_

\_\_\_\_\_

**Guaranteed Availability:** \_\_\_\_\_/hours after receipt of order.

Failure to make an entry in the space provided will be construed as an offer to have available within **twenty-four (24) hours** after the receipt of an order. Bids that specify availability more than twenty-four (24) hours after the receipt of an order may be considered non-responsive and the bids may be rejected.

Alaska Products Preference in accordance with 3 AAC 92.

**If claiming the Alaska Product Preference, make sure to reference/read the Alaska Product Preference section (pg.11).**

I certify that the product offered is entitled to a:

CLASS I @ 3% [ ]

CLASS II @ 5% [ ]

CLASS III @ 7% [ ]

**BID SCHEDULE cont.****Lot No. 4:** Hot Mix PG 52-28 **Type II & IV** Class B

Homer Maintenance Station: MP 169 Sterling Hwy, Homer, AK 99603

<u>ITEMS</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u> Est Qty x Unit Price
1	Hot Mix PG52-28 <b>Type II</b> , Class B Per specification	200	Ton	\$	\$
2	Hot Mix PG52-28 <b>Type IV</b> , Class B Per specification	400	Ton	\$	\$
<b>LOT 4 BID TOTAL Items 1 &amp; 2</b>					<b>\$</b>

**Loaded into State Trucks****You must answer all the following questions, or your quote may be found non-responsive and rejected.**

Are you able to perform according to SEC. 2.01 Scope of Work and the terms &amp; conditions in this ITB?

☐ Yes ☐ No**F.O.B.:** Contractors Plant; plant must be located within a **25-mile radius** of the Homer Maintenance Station.**Contractor's Plant Location:** \_\_\_\_\_

\_\_\_\_\_

**Guaranteed Availability:** \_\_\_\_\_/hours after receipt of order.

Failure to make an entry in the space provided will be construed as an offer to have available within **twenty-four (24) hours** after the receipt of an order. Bids that specify availability more than twenty-four (24) hours after the receipt of an order may be considered non-responsive and the bids may be rejected.

Alaska Products Preference in accordance with 3 AAC 92.

**If claiming the Alaska Product Preference, make sure to reference/read the Alaska Product Preference section (pg.11).**

I certify that the product offered is entitled to a:

CLASS I @ 3% [ ]

CLASS II @ 5% [ ]

CLASS III @ 7% [ ]

**BID SCHEDULE cont.****Lot No. 5:** Hot Mix PG 52-28 **Type II** Class B

Palmer Maintenance Station: 289 Inner Springs Loop, Palmer, AK 99645

<u>ITEMS</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u> Est Qty x Unit Price
1	Hot Mix PG52-28 <b>Type II</b> , Class B Per specification	475	Ton	\$	\$

**Loaded into State Trucks****You must answer all the following questions, or your quote may be found non-responsive and rejected.**

Are you able to perform according to SEC. 2.01 Scope of Work and the terms &amp; conditions in this ITB?

☐ Yes ☐ No**F.O.B.:** Contractors Plant; plant must be located within a **10-mile radius** of the Palmer Maintenance Station.**Contractor's Plant Location:** \_\_\_\_\_

\_\_\_\_\_

**Guaranteed Availability:** \_\_\_\_\_/hours after receipt of order.

Failure to make an entry in the space provided will be construed as an offer to have available within **twenty-four (24) hours** after the receipt of an order. Bids that specify availability more than twenty-four (24) hours after the receipt of an order may be considered non-responsive and the bids may be rejected.

Alaska Products Preference in accordance with 3 AAC 92.

**If claiming the Alaska Product Preference, make sure to reference/read the Alaska Product Preference section (pg.11).**

I certify that the product offered is entitled to a:

CLASS I @ 3% [ ]

CLASS II @ 5% [ ]

CLASS III @ 7% [ ]

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

---

Company Name

---

Contact

---

Mailing Address

---

Phone Number

---

City, State, Zip**DOCUMENTS REQUIRED AT TIME OF BID OPENING:**

- Complete and submit Page 1 of the ITB
- Attachment A Complete and submit Bid Schedule
- Attachment B Bid Submission Cover Sheet and AK bidder form
- All Mandatory Return Amendments (if applicable)

**DOCUMENTS REQUIRED UPON CONTRACT AWARD:**

- Alaska Business License
- Proof Of Insurance

**Bid Submission Cover Sheet****PROJECT INFORMATION**

ITB NUMBER: 2525C064

PROJECT NAME: Hot Mix – Central Region

**BIDDER INFORMATION**

Company Name: \_\_\_\_\_

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

Tax ID: \_\_\_\_\_

Alaska Business \_\_\_\_\_

License #: \_\_\_\_\_

**CONTACT INFORMATION**

Provide contact information for the individual that can be contacted for clarification regarding this bid:

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Telephone \_\_\_\_\_

**ADDENDA ACKNOWLEDGEMENT**

The bidder acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into their bid. Failure to identify and sign for all amendments may subject the bidder to disqualification. The bidder must list all amendments (by number), then initial and date to confirm that you have received and incorporated them into your bid (add more rows as necessary).

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

## ATTACHMENT B

**CERTIFICATIONS**

No	Criteria	Response*
1	The bidder is presently engaged in the business of providing the products and/or services required in this ITB.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	The bidder confirms that it has the financial strength to provide and/or perform and maintain the services required under this ITB.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	The bidder accepts the terms and conditions set out in the ITB and agrees not to restrict the rights of the state.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	The bidder confirms that they can obtain and maintain all necessary insurance as required on this project.	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	The bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	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.	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	The bidder complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	The bidder complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	The bidder complies with the applicable portion of the Federal Civil Rights Act of 1964.	<input type="checkbox"/> YES <input type="checkbox"/> NO
10	The bidder can provide (if requested) financial records for the organization for the past three years.	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	The bidder has not had any contracts terminated by the State of Alaska (within the past five years).	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	The bidder certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	<input type="checkbox"/> YES <input type="checkbox"/> NO
13	The offeror certifies that they will not support or participate in a boycott of Israel. Failure to comply with this requirement may cause the state to reject the proposal as non-responsive or cancel the contract.	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	The bidder certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide products and/or services to the State.	<input type="checkbox"/> YES <input type="checkbox"/> NO
15	The bidder certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	The bidder does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	<input type="checkbox"/> YES <input type="checkbox"/> NO
17	The bidder is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	<input type="checkbox"/> YES <input type="checkbox"/> NO
18	The bidder certifies they comply with the laws of the State of Alaska.	<input type="checkbox"/> YES <input type="checkbox"/> NO
19	The bidder confirms their bid will remain valid and open for at least 90 days.	<input type="checkbox"/> YES <input type="checkbox"/> NO

\* Failure to answer or answering "False" may be grounds for disqualification. For any "False" responses, provide clarification (up to 250 word maximum for each "False" clarification) below **(add rows as necessary)**.

Number	Clarification

## ATTACHMENT B

**CONFLICT OF INTEREST STATEMENT**

Indicate below whether or not the firm or any individuals that will work 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 services to be provided by the bidder.

Does the bidder, or any individuals that will work on this contract, have a possible conflict of interest?

☐ YES ☐ NO

*\* Failure to answer may be grounds for disqualification.*

If “Yes”, please provide additional information regarding the nature of that conflict:

**FEDERAL REQUIREMENTS**

Indicate below all known federal requirements that apply to the bid, it's evaluation, or the resulting contract:

**ALASKA PREFERENCES**

If you wish to claim any Alaska Preferences, please complete the Alaska Bidder Preference Certification Form that follows the below signature section.

**SIGNATURE**

This bid must be signed by a company officer empowered to bind the company.

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

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

## ALASKA BIDDER PREFERENCE CERTIFICATION FORM

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

<b>Solicitation Number</b>	<b>2525C055</b>
<b>Project Description</b>	<b>Janitorial Service - Aviation Building</b>
<b>Business Name</b>	
<b>Alaska Business License Number</b>	

A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

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

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

#### SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of the above entity and all information on this form is true and correct to the best of my knowledge.

<b>Printed Name:</b>	
<b>Title:</b>	
<b>Date:</b>	
<b>Signature:</b>	

<b>Alaska Bidder Preference:</b> Do you believe your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Alaska Veterans Preference:</b> Do you believe your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Alaska Military Skills Program Preference:</b> Do you believe your firm qualifies for the Alaska Military Skills Program Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No

To qualify for and claim the **Alaska Bidder Preference** you must answer **YES** to all questions in the Alaska Bidder Preference Question section below:

#### Alaska Bidder Preference Questions

1	Does your business hold a current Alaska business license per AS 36.30.990(2)(A)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business submitting a bid or proposal under the name appearing on the Alaska Business license identified above? Per AS36.30.990 (2)(B)?	<input type="checkbox"/> Yes <input type="checkbox"/> No



## ATTACHMENT B

3	Has your business maintained a place of business within the state staffed by the bidder or offeror or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per AS 36.30.990 (2)(C)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--	--

If the answer to question 3 is YES, complete the following:

<b>Physical Place of Business Address</b>	
<b>City</b>	
<b>Zip Code</b>	

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

Do you certify the Place of Business identified above meets this definition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

**Per AS 16.05.415(a) per 2AAC 12.990(b)(7), the bidder or offeror, or at least one employee of the bidder or offeror must be a resident of the state?**

1	Do you certify the bidder or offeror, or, at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per AS 16.05.415(a)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Do you certify the resident(s) used to meet this requirement has maintained a domicile in Alaska for the 12 months immediately preceding the deadline set for receipt of bids or proposals per AS 16.05.415(a)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Do you certify the resident(s) used to meet this requirement is only claiming residency in Alaska per AS 16.05.415(a)(3)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Do you certify the resident used to meet this requirement is not obtaining benefits under a claim of residency in another state, territory, or country per AS 16.05.415 (a)(4)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Per AS 36.30.990(2)(D), is your business:**

1	Incorporated or qualified to do business under the laws of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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**If yes, enter the current Alaska Corporate Entity Number:**

**Indicate below how your business is organized:**

1	Is your business a Sole Proprietorship and the Proprietor is a resident of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business a Limited Liability Corporation organized under AS 10.50 and <b>ALL</b> members are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**If the answer to question 2 above is YES, please identify each member by name:**

3	Is your business a partnership under former AS32.05, AS32.06, or AS32.11 and all partners are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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**If the answer to question 3 above is YES, please identify each partner by name:**

### Alaska Veterans Preference Questions:

To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section above.

**Per AS36.30.321(F), is your business:**

1	A sole proprietorship owned by an Alaska veteran?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	A partnership under AS32.06 or AS32.11 and a majority of the members are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	A limited liability company organized under AS10.50 and a majority of the members are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	A corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Per AS36.30.321(F)(3), an “Alaska veteran” is defined as an individual who:**

- A. Served in the:
  - a. Armed forces of the United States, including a reserve unit of the United States armed forces ; or
  - b. Alaska Territorial Guard, The Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and,
- B. Was separated from services under a condition that was not dishonorable.

4	Do you certify the individual(s) indicated in items 1-4 above meet this definition and can provide documentation of their service and discharge in necessary?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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### Alaska Military Skills Program Preference Questions

To qualify for and claim the Alaska Military Skills Program Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Bidder Preference section above.

**Per 36.30.321(I), does your business:**

1	Employ at least one person who is enrolled in, or within the past two years, graduated from, a United States Department of Defense SkillBridge or United States Army career skills program that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Have an active partnership with an entity that employs an apprentice through a program described in item 1 above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Have proof of an employee’s graduation or enrollment in a qualified program as described in 1. above?	<input type="checkbox"/> Yes <input type="checkbox"/> No

## **SECTION 40.06 ASPHALT CONCRETE PAVEMENT**

### **Article 6.1 Description**

The Work under this Section consists of the performance of all Work required for the construction of asphalt concrete pavement on a prepared base.

### **Article 6.2 Material and Testing**

#### **A. Asphalt:**

The Contractor shall submit a certified analysis of the asphalt from the refinery laboratory to the Engineer for review and approval. A copy of the certified analysis shall accompany each shipment of asphalt to the asphalt mixing plant. The Engineer may make check acceptance tests of the asphalt binder, and, if the asphalt binder is not in accordance with the certified analysis, it shall be rejected.

1. For Class A asphalt concrete, the asphalt cement or binder required by this specification shall conform to the following AASHTO designations.

Meets AASHTO M-320 and the following:

Performance Grade of Asphalt binder	PG 64-28
Softening Point, minimum (AASHTO T-53)	125° F
Toughness, minimum (ASTM D-5801)	110 in-lbs
Tenacity, minimum (ASTM D-5801)	75 in-lbs

2. For other classes of asphalt concrete, the asphalt cement or binder required by these Specifications shall conform to the requirements of AASHTO M-320 and Certified Performance Grade Asphalt Binder PG 52-28.

#### **B. Aggregates**

1. Class A asphalt concrete

Coarse aggregate is all mineral retained on the No. 4 sieve.

The aggregate retained on the No. 4 sieve shall contain at least ninety percent (90%) by weight of particles having a minimum of two mechanically fractured surfaces.

Coarse Aggregate: Particles retained on the No. 4 sieve. Remove all natural fines passing the No. 4 sieve before crushing coarse aggregates for the asphalt concrete grading. The grain-size distribution for the asphalt concrete shall consist entirely of aggregate produced from an aggregate crushing process. Crush only aggregate that is free from clay conglomerates, vegetative matter or other deleterious material. Crush only aggregate which consists of sound, tough, durable rock of uniform quality and is not coated with silt or clay. Aggregates shall meet the following requirements;

Property	Test Method	Requirement
Percent Sodium Sulfate Loss (5 cycles)	ASTM C-88	9% maximum
Percent Fracture (Two Surfaces)	ASTM D-5821	90% minimum
Flat & Elongated Particles	ASTM D-4791	
3 to 1	-----	15% max.
5 to 1	-----	5% max.
Nordic Abrasion	ADOT&PF Alaska Test Method 312	12% maximum
Absorption	AASHTO T-85	2% maximum

Fine Aggregate: Particles passing the No. 4 sieve. Remove all natural fines retained on the No. 4 sieve before crushing fine aggregate for the asphalt concrete grading. Crush only aggregate that is free from clay conglomerates, vegetative matter or other deleterious material and that consists of sound, tough, durable rock of uniform quality not coated with silt or clay.

The grain-size distribution for the asphalt concrete shall consist entirely of aggregate produced from an aggregate crushing process and be non-plastic as determined in accordance with AASHTO T-90 (Determining the Plastic Limit and Plasticity Index of Soils). Meet the quality requirements of AASHTO M-29, including S1.1, Sulfate Soundness and the following:

Property	Test Method	Requirement
Uncompacted Void Content of Fine Aggregate (Fine Aggregate Angularity)	AASHTO T-304	45% minimum

## 2. Class D and E asphalt concrete

Coarse aggregate for Class D and E asphalt concrete is all mineral retained on the No. 4 sieve. The aggregate retained on a No. 4 sieve shall contain at least eighty percent (80%) by weight of crushed pieces having two or more mechanically fractured surfaces.

All coarse aggregate shall be free from coatings of clay, silt, or other objectionable matter and shall not contain clay balls or other aggregation of fine material. Coarse aggregate shall be tested for soundness in accordance with the requirements of ASTM C-88, or will have proven sound through adequate record of service.

When aggregate grading is such that the material will tend to segregate in stockpile or handling, it shall be supplied in 2 or more sizes. Each size of aggregate required to produce the combined gradation specified shall be

placed in individual stockpile at the plant site and separated by bulkheads or other means. When it is necessary to blend 2 or more aggregate sizes, the blending shall be done through separate bins at the cold elevator feeders, and not in the stockpile.

Fine aggregate is composed of all mineral matter passing the No. 4 sieve. It shall consist of natural and/or manufactured material derived by crushing gravel.

The aggregate particles shall be clean, tough, durable, moderately sharp, and free from coating of clay, silt, or other objectionable matter and shall not contain clay balls or other aggregations of fine material. Fine aggregate shall be tested for soundness in accordance with the requirements of ASTM C-88, or shall have a satisfactory soundness record. When tested for soundness, the number of cycles shall be five (5), the solution shall be sodium sulphate; the maximum loss shall be nine percent (9%) by weight. Fine aggregates shall be maintained in individual stockpiles, suitably separated to prevent intermingling.

#### C. Mineral Filler

Mineral Filler shall conform to the requirements of ASTM D-242.

### Article 6.3 Composition of Mixes

#### A. General Requirements

Paving mixtures prepared under these Specifications shall be composed of aggregate and paving asphalt within the limits set forth in the following table:

Asphalt paving mixtures prepared under these Specifications shall be composed of aggregate and asphalt cement within the limits set forth in the following table:

Percentages by Weight Passing Sieves - Wearing Course

Sieve Size	Class A	Class D	Class E
1"	-----	-----	-----
3/4"	100	-----	100
1/2"	68 – 82	100	78 – 96
3/8"	52 – 64	75 – 92	66 – 86
#4	36 – 46	50 – 68	46 – 66
#8	26 – 36	32 – 50	34 – 52
#16	16 – 28	20 – 38	24 – 42
#30	10 – 20	14 – 30	16 – 32
#50	6 – 16	10 – 24	10 – 24
#100	4 – 12	7 – 16	7 – 16
#200	3 – 8	3 – 9	3 – 9
Asphalt Cement *	5.0 – 7.0	5.0 – 7.0	5.0 – 7.0

\*By weight of total mix

Target values for the gradation of the Job Mix Design shall be within the Broad Band Limits depicted in the table above.

**B. Additive Materials**

A "non-stripping" additive shall be added to the asphalt in the amount determined by ATM T-414 or one-fourth percent (0.25%) by weight of the asphalt, if approved by the Engineer. Such additive material shall be of quality and grade acceptable to the Engineer.

**C. Job Mix**

The Contractor, at his expense, shall submit to the Engineer for approval, a job mix formula within the limits specified above, for each class of mix designated by the Contract. Within each mix design the Contractor shall provide correction factor ignition points generated in accordance with AASHTO T-308. The aggregate gradation of the job-mix formula, when plotted upon an aggregate grading chart, shall closely approximate the shape of average gradations for the limits specified. For that portion of the aggregate passing No. 4 sieve, gradings which range from at or near the maximum of one (1) sieve to at or near the minimum of the next sieve will not be permitted. The Engineer may require increased asphalt content up to one-half percent (0.5%) above that indicated by Marshall Design Criteria. Upon requiring increased asphalt content, the lower limit of percent voids and the upper limit of percent voids filled shall be waived.

**D. Maximum Permissible Variations**

Tolerances to the approved Job Mix Formula shall not exceed the permissible variations presented in the following table. The Job Mix Formula band shall mean the approved Job Mix Formula plus-or-minus ( $\pm$ ) the numeric values for the maximum permissible variations.

Maximum Permissible Variation (Percent by Weight of Total Aggregate)		
Sieve Size	Class A Asphalt	Class D & E Asphalt
3/8" and Larger	$\pm 6.0$	$\pm 5.0$
#4	$\pm 5.0$	$\pm 5.0$
#8	$\pm 5.0$	$\pm 4.0$
#s 16, 30 & 50	$\pm 4.0$	$\pm 4.0$
#100	$\pm 3.0$	$\pm 3.0$
#200	$\pm 2.0$	$\pm 2.0$
Asphalt	$\pm 0.4$	$\pm 0.4$

When these permissible variations are applied to the "Class A Asphalt Concrete" Job Mix formula, the broad band limits in Subsection A, above, may be exceeded only as follows:

1. The three-quarter inch (3/4") and No. 200 sieves shall not exceed the broad band limits in SubArticle 6.3.A - General Requirements;

2. All other sieves may exceed the broad band limits in SubArticle 6.3.A - General Requirements for the respective sieve sizes in the above table provided that the Job Mix Formula band is not exceeded.

When these permissible variations are applied to the “Class D or Class E Asphalt Concrete” Job Mix formulas, the individual sieve shall not exceed the Broad Band limits in SubArticle 6.3.A – General Requirements, above.

Maximum temperature shall not vary more than twenty-five degrees (25°) Fahrenheit from the approved Job Mix Formula design.

#### E. Test Methods

The job-mix shall be determined according to the Marshall Method, as set forth in The Asphalt Institute Manual series no. 2 (M5-2), Fourth Edition.

Upon compaction and testing of the job-mix specimens, the mixture shall conform to the aforementioned specifications within the following limits:

	<u>Class A Asphalt</u>	<u>Class D/E Asphalt</u>
Stability (Marshall) Pounds Minimum	1200	1200
Flow (Marshall) Maximum	8 to 16	8 to 16
Percent Voids	2.5 to 4.5	3 to 5
Percent Voids Filled with Asphalt	70 to 80	75 to 85

## SECTION 703 AGGREGATES

**703-2.01 FINE AGGREGATE FOR CONCRETE.** Meet AASHTO M 6, Class A, except as follows:

Delete paragraph 8.2 of AASHTO M 6.

Delete the following methods of sampling and testing:

AASHTO T 11	Amount of Material Finer than No. 200 Sieve
AASHTO T 27	Sieve Analysis
AASHTO T 103	Soundness (freezing and thawing)

And substitute the following:

ATM 304 (Method A)	Sieve Analysis of Fine and Coarse Aggregates and Material Finer Than No. 200 Sieve in Mineral Aggregates by Washing
--------------------	---

Add the following: Meet AASHTO T 104 using sodium sulfate solution.

In AASHTO M 6, Section 7.1, table entitled "Deleterious Substances Limits", change the maximum percent of material by mass finer than No. 200 Sieve in a. (concrete subject to surface abrasion), from 2.0 to 3.0.

**703-2.02 COARSE AGGREGATE FOR CONCRETE.** AASHTO M 80, Class B, except as follows:

Delete the following methods of sampling and testing:

AASHTO T 11	Amount of Material Finer than No. 200 Sieve
AASHTO T 27	Sieve Analysis

And substitute the following:

ATM 304 (Method A)	Sieve Analysis of Fine and Coarse Aggregates and Material Finer Than No. 200 Sieve in Mineral Aggregates by Washing
--------------------	---

Add the following: Meet AASHTO T 104 using sodium sulfate solution.

**703-2.03 AGGREGATE FOR BASE AND SURFACE COURSE.** Crushed stone or crushed gravel, consisting of sound, tough, durable pebbles or rock fragments of uniform quality. Free from clay balls, vegetable matter, or other deleterious matters. Meet Table 703-1:

**TABLE 703-1  
AGGREGATE QUALITY PROPERTIES FOR BASE AND SURFACE COURSE**

PROPERTY	BASE COURSE	SURFACE COURSE	TEST METHOD
L.A. Wear,%	50, max.	45, max.	AASHTO T 96
Degradation Value	45, min.	45, min.	ATM 313
Fracture,%	70, min.	70, min., 1 Face	ATM 305
Liquid Limit	---	35, max.	ATM 204
Plastic Index	6, max.	10, max.	ATM 205
Sodium Sulfate Loss,%	9, max. (5 cycles)	9, max. (5 cycles)	AASHTO T 104

Meet Table 703-2 aggregate gradation requirements, as determined by ATM 304:



**TABLE 703-2**  
**AGGREGATE GRADATION FOR BASE AND SURFACE COURSE**  
 Percent Passing by Weight

SIEVE	GRADATION			
	BASE COURSE		SURFACE COURSE	
	C-1	D-1	E-1	F-1
1-1/2 in.	100			
1 in.	70-100	100	100	100
3/4 in.	60-90	70-100	70-100	85-100
3/8 in.	45-75	50-80	50-85	60-100
No. 4	30-60	35-65	35-65	50-85
No. 8	22-52	20-50	20-50	40-70
No. 50	6-30	6-30	15-30	25-45
No. 200	0-6	0-6	8-15	8-20

**703-2.04 AGGREGATE FOR HOT MIX ASPHALT.** Process and crush aggregate that is free from clay balls, organic matter, other deleterious material, and not coated with dirt or other finely divided mineral matter. Aggregate used must consist of sound, tough, durable rock of uniform quality.

Remove all natural fines passing a No. 4 sieve before crushing aggregates for Type IV mixes.

Coarse Aggregate. Aggregate retained on the No. 4 Sieve.

Meet Table 703-3 requirements:

**TABLE 703-3**  
**COARSE AGGREGATE QUALITY FOR HMA**

Description	Specification	Type II, Class A	Type I, Type II Class B, Type III	Type IV	Type V	Type SP
LA Wear, % max.	AASHTO T 96	45	45	45	45	45
Degradation Value, min.	ATM 313	30	30	30	30	30
Sodium Sulfate Loss % max. (5 cycles)	AASHTO T 104	9	9	9	9	9
Fracture, % min.	ATM 305	90, 2 face	80, 1 face	90, 2 face	98, 2 face	90, 2 face
Flat-Elongated Pieces, % max. 1:5	ATM 306	8	8	8	8	8
Absorption, % max.	ATM 308	2.0	2.0	2.0	2.0	2.0
Nordic Abrasion, % max.	ATM 312	-	-	-	8.0	8.0

Fine Aggregate. Aggregate passing the No. 4 sieve. Fine aggregate shall meet the quality requirements of AASHTO M 29, including S1.1, Sulfate Soundness.

Fine aggregate for Type II, Class A mix shall not contain more than 20 percent natural fines (blend sand and mineral filler) added to the crushed aggregate, and shall not exhibit rut depth larger than 6.0 mm, as determined by ATM 419.

Fine aggregate for Type IV mixes:

1. do not blend back natural sand
2. shall be non-plastic as determined by ATM 205
3. shall have a minimum uncompacted void content (Fine Aggregate Angularity) determined by AASHTO T 304, Method A, of 45 percent

**TABLE 703-4**  
**BROAD BAND GRADATIONS FOR HOT MIX ASPHALT AGGREGATE**  
 Percent Passing by Weight

Sieve	Gradation					
	Type I	Type II	Type III	Type IV	Type V	Type SP
<b>1 inch</b>	100	-	-	-	-	-
<b>3/4 inch</b>	80-90	100	-	-	100	100
<b>1/2 inch</b>	60-84	75-90	100	100	65-90	90-100
<b>3/8 inch</b>	48-78	60-84	80-90	80-95	55-80	74-90
<b>No. 4</b>	28-63	33-70	44-81	55-70	40-60	42-54
<b>No. 8</b>	14-55	19-56	26-70	35-50	≤ 45	25-35
<b>No. 16</b>	9-44	10-44	16-59	20-40	≤ 35	-
<b>No. 30</b>	6-34	7-34	9-49	15-30	≤ 25	-
<b>No. 50</b>	5-24	5-24	6-36	10-24	≤ 20	-
<b>No. 100</b>	4-16	4-16	4-22	5-15	≤ 12	-
<b>No. 200</b>	4-7	4-7	4-7	4-7	4-7	2-10