

**REQUEST FOR MATERIAL BID ("RFMB")
AVCP TRANSPORTATION DEPARTMENT 2020 MATERIAL ORDER
RFMB CLOSES 4:00 P.M. AKDT ON MARCH 25, 2020**

THE ASSOCIATION OF VILLAGE COUNCIL PRESIDENTS ("AVCP") is soliciting proposals for its Transportation Department for materials for the 2020 Construction and Maintenance Operations.

IMPORTANT DATES TO REMEMBER:

Deadline for Questions:	March 11, 2020
Bid Closing Date/Time Bids must be received by:	4:00 P.M. AKDT on March 25, 2020

GENERAL INFORMATION:

AVCP is soliciting Bids for obtaining materials for AVCP's upcoming Transportation Department Construction and Maintenance Projects.

A. Primary Contacts

All questions, comments, must be directed and mailed/faxed/email to:

AVCP
ATTN: ROBERT HUNTER - Procurement Coordinator
PO Box 219
Bethel, AK 99559-0219
Phone: (907) 543-7322
rhunter@avcp.org

All bids must be sent to:

AVCP
ATTN: ROBERT HUNTER - Procurement Coordinator
PO Box 219
Bethel, AK 99559-0219
Phone: (907) 543-7322
rhunter@avcp.org

B. Bid Documents

Bid Documents shall include all information contained in this Request for Proposal, any additional information supplied by AVCP, and any addenda issued prior to bid closure.

Addenda are written or graphic instruments issued by AVCP prior to the bid closure which modify or interpret the Services Bid Documents by additions, deletions, clarification of Respondents' question or corrections.

C. Respondent's Representation

The Respondent, by submitting a bid, represents that the Respondent is familiar with the services requested and all requirements of this RFP, including all appendices.

D. Solicitation Review

Respondents should carefully review this solicitation, without delay, for omitted information or ambiguity. Part, or all, of any bid may become an integral part of any contract arising from this solicitation. Furthermore, any contract arising from this solicitation shall not be limited by any matter stated in this solicitation or the successful proposal. The contract formed after receipt of a bid may include additional terms and conditions. AVCP reserves the right to make use of any idea or matter made a part of any bid submitted in response to this solicitation. The right to use any idea or matter made a part of any proposal

shall not be limited by AVCP acceptance or rejection of the bid containing such idea or matter.

E. Reply to Questions or Comments regarding this Solicitation

At its discretion, AVCP shall choose whether or not to respond to particular questions or comments about this solicitation from Respondents. Additionally, AVCP may at its discretion provide responses to questions or comments to all Respondents or may reply only to the Respondent who submitted the question or comment. All questions must be received in writing ten (10) business days prior to the bid closing to be considered.

F. Amendments to this Solicitation

In the event it becomes necessary to revise any part of this solicitation, a copy of the revision shall be sent to each Respondent who shall timely acknowledge receipt of the original solicitation and advise AVCP of their intention to submit a proposal.

G. Submission Date

To be considered, the Respondent's bid must be received by the primary contact identified above no later than **4:00 P.M. AKDT on March 25 2020**. Email proposals are accepted in PDF format. Bids may be modified until **4:00 P.M. AKDT on March 25, 2020**, by email or in person.

H. Right of Rejection

AVCP reserves the right to reject any and all bids and to waive any and all stated requirements relative to bids and/or cancellation of this solicitation.

I. Respondent Costs

Any and all costs incurred by each Respondent in connection with the preparation and submission of a bid, including but not limited to travel expenses, shall be the sole responsibility of the Respondent and will not be reimbursed by AVCP.

J. Disclosure of Proposal Contents

AVCP will review bids submitted in such a manner as to avoid disclosure of content to competing Respondents. Nevertheless, all proposals and other material submitted in support of any bid shall become, upon receipt by AVCP, property of AVCP, and AVCP reserves the right to use any idea or any other matter contained in any proposal or any material accompanying the bids regardless of whether or not the proposal is accepted by AVCP.

K. Respondent's Certificate

By submission of a bid, a Respondent is certifying to AVCP that it is not colluding with any other Respondent. AVCP will be privileged upon discovery that such certificate is false to reject the bid or terminate any contract to which it is a party arising from the proposal.

L. Information about the Association of Village Council Presidents

AVCP is a Native non-profit corporation operating under the pertinent laws and regulations of the State of Alaska and the United States. AVCP provides governmental programs to its 56 member Tribes, which are located throughout southwest Alaska. AVCP is located in Bethel, Alaska.

M. Minimum Respondent Qualifications

1. No Joint Ventures

AVCP will not enter into a contract with a joint venture for the services made a subject of this solicitation. Nor will AVCP enter into more than one contract to obtain all of the services made a subject of this solicitation.

2. Financial Condition

AVCP will not contract with any Respondent whose financial condition is not satisfactory to AVCP.

3. Business and Insurance License

AVCP will not enter into any contract with any Respondent who is not the holder of a current business license.

4. EEO Policy

AVCP will not enter into any contract with any Respondent who has been debarred from Government contracts pursuant to Executive Order 11246. AVCP will not enter into any contract with any Respondent who will not expressly, in writing, undertake to abide by every applicable law governing equal employment opportunity. Any contract arising from any bid made in response to this request, and any subcontract, will include any term(s) respecting the same matters as is prescribed by such law(s).

5. Minimum Privacy and Confidentiality Standards

AVCP will not contract with any Respondent who will not expressly, in writing, agree to adhere to AVCP standards in connection with privacy of AVCP confidential information and the information of its participating employers.

N. Standard Contract Information

1. Written Contract

To be enforceable, any contract arising from this solicitation must be stated in writing, signed by the parties. It will expressly provide that it is, and is intended to be, a complete statement of the entire agreement of the parties and shall include a description of duties, obligations and responsibilities of the parties providing assurances of performance, reliability, security, confidentiality, drug screening policy, and reporting requirements. If any Respondent will require that a written contract with AVCP be in a particular form, or that such a contract contain a particular written provision, such writing should be included as part of the Respondent's bid.

Any or all of any bid may become an integral part of any contract arising from this solicitation. Furthermore, any contract arising from this solicitation shall not be limited by any matter stated in this solicitation or the successful bid. The contract formed after receipt of a proposal may include additional terms and conditions.

2. Indemnification

The successful Respondent will, as a part of any contract arising from this solicitation, be required to expressly, in writing, indemnify, save harmless and defend AVCP, its officers, agents and participants from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages (including, without limitation, solely economic damages), sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the successful Respondent, a sub-contractor, or anyone directly or indirectly employed by them in the performance of any portion of any contract arising from this solicitation. Any proposal submitted, to be considered by AVCP must be accompanied by evidence satisfactory to AVCP of Respondent's ability to perform such an undertaking.

3. Payment

AVCP will pay by check for services performed under any contract arising from this bid. The supplier will submit invoices, detailing materials accepted. AVCP shall pay an approved invoice within twenty (20) working days of approval. AVCP will not undertake to pay any tax arising from the transaction whatsoever.

4. Prime Contractor Responsibilities

As part of any contract arising from this solicitation, the successful Respondent will be required to assume responsibility for all services to be furnished whether they are furnished by the successful Respondent or a subcontractor. Furthermore, the successful Respondent will be the only party other than AVCP that is a party to the contract; the only one with whom AVCP will engage in communication respecting

matters related to performance under the contract; and the only one to whom any payment required of AVCP under the contract will be made.

5. **No Assignment**

Any contract arising from this solicitation will expressly bar the successful Respondent's assignment of the contract or any of such Respondent's rights under the contract, without the prior written consent of AVCP; and expressly provide, in substance, that any purported assignment or transfer without such prior written consent will be void and without force or effect. However, Respondent understands that AVCP shall be permitted to assign the contract or any AVCP rights under the contract.
6. **Contract Term**

The term of the proposed contract shall commence on or after acceptance of bid and terminate based on material acceptance. Further extensions will be at the discretion of AVCP.
7. **Material Delivery**

All Materials shall be delivered to the designated locations in each of the respective communities. It is the intent of AVCP that the materials will be delivered in accordance with AVCP's delivery schedule. AVCP will accept the conforming materials based on completion of the joint inspection as described in 10 Inspection. All materials are to be delivered in the 2020 barging season.
8. **Liquidated Damages**

Liquidated damages in the amount of three thousand five hundred dollars and zero cents (\$3,500.00) per calendar day for delay will be assessed for missing the material delivery schedule, barring any weather delays and/or other events of force majeure (as defined in the final contract). Extensions may be granted at AVCP's sole discretion; AVCP may deny requests for extensions for any reason.
9. **Inspection**

Respondent shall provide an authorized representative at the Delivery Site to meet with an AVCP representative. Representatives from both parties shall inventory and assess the Materials for damage prior to AVCP's acceptance.
- O. Minority Owned Business Enterprise/Women Owned Business Enterprise**

If Respondent is asserting Minority Owned Business Enterprise/Women Owned Business Enterprise eligibility or claiming an Alaska Native/American Indian owned business status, provide documentation. AVCP, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- P. AVCP Furnished Items**

AVCP will provide a contact person to coordinate these services.
- Q. Respondent Furnished Items**

Respondent shall provide materials as set forth in the Scope of Work outlined in Appendix B. "Partial bids" (i.e. bids for some, but not all, of the materials set forth in Appendix B will be accepted. However, bids/respondents who can provide all materials in the Scope of Work will be considered most advantageous to AVCP.
- R. Preparation of Bid.**

Bids shall only be submitted on the forms or legible copies of the Association of Village Council Presidents' forms (Appendix A). All entries shall be legible and in ink or type. Respondents are required to provide an email address on the bid form.

The bid must be signed in ink by the person or persons authorized to sign the Contract for the bidder. If a bidder is a corporation, the bid must be signed by a corporate officer with authority to bind the corporation. If a bidder is a partnership, a partner must sign. Each person signing the bid must initial any changes made to entries on the bid forms.

S. Non-Responsive Bids

A bid shall be rejected as nonresponsive if it:

1. Does not conform to the requirements of Paragraph 'R' above;
2. Is not properly signed by an authorized representative of the bidder in ink and in a legally binding manner;
3. Contains unauthorized additions, conditional or alternative bids, or other irregularities that make the bid incomplete, indefinite, or ambiguous;
4. Includes a reservation of the right to accept or reject any award, or to enter into a contract pursuant to an award;
5. Fails to include shipping in the bid cost for each bid category;
6. Fails to meet any other material requirement of the Request for Material Bid;
7. Is materially unbalanced; or
8. A bid may be rejected as nonresponsive, in the Association of Village Council Presidents' discretion, if it:
 - a. Is not typed or completed in ink;
 - b. Fails to include an acknowledgement of receipt of each addendum by assigned number and date of issue; or
 - c. Is missing a bid price for any pay item, except when alternate pay items are authorized.

T. Draft Contract

Respondent's form of proposal may be accompanied by a proposed form of written contract. Respondent's proposal should be accompanied by a complete written statement of any contract term that, according to Respondent, must be a term of any contract it makes with AVCP arising from this solicitation.

U. Confidentiality of the Association of Village Council Presidents Information

Information supplied by AVCP to Respondent in connection with this request for proposal is the confidential information of AVCP. Respondent and its employees and agents shall protect the confidentiality of AVCP furnished information and prevent its use and disclosure.

V. Or equal review

Respondents that intend to submit product(s) that are equal to those specified in the RFMB shall submit them for review prior to submitting a bid. A Respondent shall provide all or equal information for review 10 business days prior to bidding, March 11, 2020, for whether a product is considered an equal.

W. Receipt and Opening of Bids

AVCP will only consider bids, revisions, and withdrawals received before the scheduled time of bid receipt.

AVCP is not responsible for prematurely opening or failing to open bids that are improperly addressed or identified.

Unofficial results shall be provided within four (4) days of opening.

X. Compliance with 23 CFR 635.410 – Buy America Act

Bidders shall complete and submit Appendix "C" – Buy America Certification, with all submitted bids, if applicable. Those bids that fail to include this certification will be deemed as nonresponsive in accordance with paragraph "S."

- Y. Davis Bacon Wage Rates:** Contractor shall comply with and shall require its subcontractors to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7), as supplemented by Department of Labor regulations (29 CFR part 5). AVCP requires the use of Form WH-347 for mandatory Davis Bacon reporting.
- Z. Federal Aid-Construction Contract Requirements:** Contractor shall comply with all applicable required contract provisions for federal-aid construction contracts found at: <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>.
- AA. Evaluation**
AVCP will evaluate bids based on cost as well as a scheduling. AVCP will select the Respondent(s) that best meet the needs of AVCP.
- BB. Withdrawal or Revision of Bids**
Bidders may withdraw a bid in writing delivered by mail, by email in PDF format, or in person, provided that the designated office receives the withdrawal or revision before the time set for opening of bids. All revisions must be received by the bid closing date and time.

APPENDIX A
AVCP TRANSPORTATION DEPARTMENT BID SHEET
AVCP TRANSPORTATION DEPARTMENT 2020 MATERIAL ORDER

Description of Materials: _____

To: The Association of Village Council Presidents ("Owner"):

The undersigned, having familiarized him/herself with the local conditions and federal, state, or local requirements affecting the cost of the work, and with the Specifications including information present in the Request for Materials Bid, this Bid, the Form of Contract, the Scope of Work, the attached Exhibits, and Addenda, in any thereto, hereby proposes to furnish all materials as described in the following:

Description of Materials

All in accordance therewith, for the lump sum of:

BID: _____ Dollars (\$ _____)

The work shall commence at the time stipulated in the Notice to Proceed and shall be substantially complete as defined in the Contract.

In submitting this bid, it is understood that the right is reserved by AVCP to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within forty five (45) days after the opening of this bid, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form to the undersigned for signature.

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither s/he or the firm, association, or corporation of which s/he is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

The undersigned further acknowledges receipt of the following Addenda:

ADDENDUM NO. _____ DATED _____, 2020

COMPANY: _____

ADDRESS: _____

FAX: _____ EMAIL: _____

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

BOARDROAD MAINTENANCE MATERIALS:

TABLE A TO APPENDIX A

The respondent shall supply and deliver a maintenance package to each of the Tribes listed in Table A. Maintenance package shall consist of materials listed in the following Table. Specifications for the lumber are provided in the specification section.

Maintenance Package Quantities,		
Lumber	Unit	Quantity Per Maintenance Package
3" x 12" x 12'	Unit	6
2" x 6" x 12'	Unit	1
2" x 8" x 12'	Each	20

Maintenance Package Delivery Locations:

The respondent shall deliver one maintenance package as described in the proceeding to each of the locations listed in the following table. Delivery shall be FOB the local barge landing. Lumber units shall not be stacked.

Table A: Maintenance Packages

Maintenance Package Delivery Location	Bid Unit Cost	Total Bid
Native Village of Chevak		
Native Village of Eek		
Native Village of Nunam Iqua		

Initials _____

**KIPNUK BOARDROAD PROJECT BID SHEET:
TABLE B TO APPENDIX A**

The respondent shall supply and deliver material to Kipnuk, as listed in the Table B.

Delivery Schedule:

All materials shall be delivered to Kipnuk, to the location shown on the following Figure 1. Respondent shall deliver materials in accordance with the delivery schedule as shown in Table B. Respondent shall provide storage of materials as needed. Respondent shall provide AVCP an inventory list per flat or conex; furthermore, Respondent shall include the cost of use of the conex (s) and/or flat (s) by AVCP for a period of two calendar years. AVCP will provide a written notice to the Respondent when the flat or conex is available for pickup.

Table B: Kipnuk Materials

Description		Bid Quantity	Delivery	Delivery	Bid Unit Cost	Total Bid
			1	2		
			First Barge	Last Barge		
Steel						
W8x10x12'	Each	1,660		1,650		
W6x9x10'	Each	3,550	2,000	1,550		
MC6x12x10'	Each	75	75			
L4"x4"x5/16"x 20'	Each	920	500	420		
L2"x2"x3/16"x 20'	Each	1,130	600	530		
4"x1/Flat Bar 20'	Each	100	100			
3 1/2"x 20' Seamless ASTM A500	Each	50	50			
Wood						
3"x6"x12'	Unit	19	9	9		
3"x12"x12'	Unit	350	150	182		
3"x12"x10'	Unit	20	10	9		
2"x8"x12'	Unit	46	22	22		
2"x8"x16'	Unit	242	40	43		
2"x6"x16'	Unit	4	1	2		

KIPNUK BOARDROAD PROJECT BID SHEET:
 TABLE B TO APPENDIX A
 PAGE 2 OF 3

Description		Bid Quantity	Delivery	Delivery	Bid Unit Cost	Total Bid
			1	2		
			First Barge	Last Barge		
Fasteners						
1/4"-28 x 4" Hex Epoxy Finish #5 Point Steel Self-Drilling Screw (Fastenal SKU 110163769)	Each	100,000	100,000			
12-24 x 2-1/2" Hilti S-WW Wood Drill Screws - Wood to Steel (Wing & Reamers) PFH4	Each	24,000	24,000			
Grabber XT-II GTXT 10x5	Each	15,000	15,000	-		
Piers						
Helical Anchor Drives	Each	1,000		1,000		
Helical Anchor Extensions	Each	1,000		1,000		
Chance Anchor Extensions		253	253			
Wire Rope						
3/16" 7-19 Galvanized Steel Rope (500')	Each	1	0			
3/16" Galvanized Wire Rope Sleeve	Each	250	250			
Dura Base Mats						
Dura Base Mats	Each	60	60			
Lock Pins (8 per)	Each	480	480			
Alignment Tool	Each	2	2			
T Wrench Tool	Each	2	2			
Pin Excavator Tool	Each	2	2			
Welding Wire						
Fabshield 21B HOB5222108-020, 33 Pound Spools	Pound	2,376	2,376			
Signage						
2 1/4"x2 1/4"x10' Perforated Steel Post	Each	4	4			

Initials _____

KIPNUK BOARDROAD PROJECT BID SHEET:
 TABLE B TO APPENDIX A
 PAGE 3 OF 3

Description		Bid Quantity	Delivery 1	Delivery 2	Bid Unit Cost	Total Bid
			First Barge	Last Barge		
Electrical						
2" Rigid Steel Conduct (RGS)	Linear Feet	100.00	100.00			
2" Weather head	Each	8.00	8.00			
Service Mast Guy Kit	Each	8.00	8.00			
Roof Plate	Each	7.00	7.00			
2" Insulator Service Mast Bracket	Each	11.00	11.00			
2" Roof Flashing Kit	Each	7.00	7.00			
100A, 120/240V Meter/Main	Each	8.00	8.00			
#4 AWG Cooper XHHW-2	Linear Feet	360.00	360.00			
#6 AWG bare cooper	Linear Feet	150.00	150.00			
3/4"x 10-Foot Copper clad steel ground rod	Each	16.00	16.00			
#4 awg2-barrel connectors	Each	24.00	24.00			
Ground Rod Connectors	Each	16.00	16.00			
35' Class 4 Pole	Each	10.00	10.00			
#2-2-2 AL XLP Service Drop Cable	Linear Feet	500.00	500.00			
Dead-end Insulator Clevis Assembly	Each	4.00	4.00			
Spool Insulator Assembly	Each	5.00	5.00			
Plastic Wire Guards	Each	8.00	8.00			
3/8 Galvanized Steel 3- Strand Guy Cable.	Linear Feet	500.00	500.00			
Guy Attachment Assembly	Each	10.00	10.00			
Guy Dead-end Connectors	Each	24.00	24.00			
Guy Markers	Each	7.00	7.00			
Guy Anchors	Each	7.00	7.00			

Initials _____

FIGURE 1: KIPNUK MATERIAL DELIVERY LOCATION



OSCARVILLE BOARDROAD PROJECT BID SHEET

TABLE C TO APPENDIX A

The respondent shall supply and deliver material to Oscarville or Bethel, as listed in the following Table C.

Delivery Schedule:

Respondent shall deliver materials in accordance with the delivery schedule shown in Table C. Materials to be delivered to Oscarville, shall be offloaded at the location shown on Figure 2. Materials delivered to Bethel will be delivered to the location shown on Figure 3. Respondent shall provide AVCP an inventory list per flat or conex; furthermore, Respondent shall include the cost of use of the conex (s) and/or flat (s) by AVCP for a period of two calendar years. AVCP will provide a written notice to Respondent when the flat or conex is available for pickup.

Table C: Oscarville Materials

Description	Unit	Bid Quantity	Delivery 1	Delivery 2	Delivery 3	Bid Unit Cost	Total Bid
			Oscarville	Oscarville August 15	Bethel Last Barge		
Steel							
W8x10x12'	Each	950			950		
W6x9x10'	Each	1,300			1,300		
L4"x4"x5/16" x 20'	Each	240			240		
L2"x2"x3/16" x 20'	Each	240			240		
4"x1/4" Flat Bar 20'	Each	60			60		
MC 6"x12"x10'	Each	10			10		
3 1/2"x 20' Seamless ASTM A500	Each	20			20		
Wood							
6"x6"x 8'	Unit	8		8			
6"x6"x 14'	Unit	5		5			
3"x6"x12'	Unit	7			7		
3"x12"x12'	Unit	180		60	120		
2"x8"x12'	Unit	17		2	15		

Initials _____

OSCARVILLE BOARDROAD PROJECT BID SHEET:
 TABLE C TO APPENDIX A
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Description	Unit	Bid Quantity	Delivery 1	Delivery 2	Delivery 3	Bid Unit Cost	Total Bid
			Oscarville	Oscarville August 15	Bethel		
Fasteners							
1/4"-28 x 4" Hex Epoxy Finish #5 Point Steel Self-Drilling Screw (Fastenal SKU 110163769)	Each	38,000			38,000		
12-24 x 2-1/2" Hilti S-WW Wood Drill Screws - Wood to Steel (Wing & Reamers) PFH4	Each	10,000			10,000		
Grabber XT-II GTXT 10x5"	Each	11,000		5,000	6,000		
3/8" Galvanized Lags 4 1/2"	Each	17,600		12,600			
3/8" Galvanized Flat Washer	Each	17,600		28,500			
Piers							
Helical Anchor Drive Section	Each	785			785		
Extensions 7'	Each	785			785		
Wire Rope							
3/16" 7-19 Galvanized Steel Rope (1000')	Each	1		1			
3/16" Galvanized Wire Rope Sleeve	Each	680		680			
3/8" 7-19 Galvanized Steel Rope (50')	Each	1	1				
3/8" Galvanized Steel Rope Sleeve	Each	20	20				

Initials _____

OSCARVILLE BOARDROAD PROJECT BID SHEET:
 TABLE C TO APPENDIX A
 PAGE 3 OF 3

Description	Unit	Bid Quantity	Delivery 1	Delivery 2	Delivery 3	Bid Unit Cost	Total Bid
			Oscarville	Oscarville August 15	Bethel		
Work Platform Mats							
Work Platform Mats	Each	200	200				
Lock Pins (8 per)	Each	1,600	1,600				
Alignment Tool	Each	4	4				
T Wrench Tool	Each	4	4				
Pin Excavator Tool	Each	2	2				
Welding Wire							
Fabshield 21B HOB5222108-020, 33 Pound Spools	Pounds	2,376		2,376			
Signage							
2 1/4"x2 1/4"x10' Perforated Steel Post	Each	4			4		

Initials _____

FIGURE 2: OSCARVILLE MATERIAL DELIVERY LOCATION



FIGURE 3: BETHEL MATERIAL DELIVERY LOCATION



**PITKA'S POINT ROAD PROJECT:
TABLE D TO APPENDIX A**

The respondent shall supply and deliver material to Pitka's Point, as listed in the following Table D.

Delivery Schedule:

All materials shall be delivered and inventoried at the barge landing in Saint Mary's. Respondent shall provide AVCP an inventory list per flat or conex; furthermore, Respondent shall include the cost of use of the conex (s) and/or flat (s) by AVCP for a period of two calendar years. AVCP will provide written notice to Respondent when flat or conex is available for pickup.

Table D: Pitkas Point

Description	Unit	Bid Quantity	Bid Unit Cost	Total Bid
Guardrail Buffered End Guard	Each			6
W-Beam Rail-Straight 12'6" length	Each			46
Steel Posts	Each			92
Composite Block	Each			92
Silt Fence: Roll size 3ft x 100ft	Each			5
Earth Savers, Wheat Straw Wattles	Each			10
North American Green: SC250 Roll size 6.5ft x 55ft	Each			26
R1-1 (Stop Sign) (36"x36")	Each			4
2 1/4"x2 1/4"x10' Perforated Steel Post	Each			4
Safety Fence - Standard, 4 x 100', Orange	Each			2
12" x 20' High Density Polyethylene	Each			20
18" x 20' High Density Polyethylene	Each			24
24" x 20' High Density Polyethylene	Each			1
36" x 20' High Density Polyethylene	Each			4

Initials _____

**APPENDIX B
MATERIAL SPECIFICATIONS**

Material Specifications:

Submittal:

Submittals for all materials shall be approved by the AVCP's Engineer of Record prior to shipping. Respondent shall provide to AVCP a submittal list within 5 business days of award for review and approval. Materials shipped prior to submittal approval will be at respondents' risk.

Wood:

All wood shall be Douglas Fir, Grade #1 or better nominal size surfaced two side (S4S), and treated in accordance with AWPAs specifications, ACQ-B for a minimum retention of 0.4 pounds per cubic foot, or equal. All sampling, testing, and handling of treated wood shall also be in accordance with AWPAs specifications. Each piece of treated lumber shall bear a brand as listed in AWPAs M6.

Wood Unit Quantities:

2"x6"	128
2"x8"	96
3"x6"	72
3"x12"	36
6"x6"	36

Steel:

All structural steel sections, unless otherwise stated shall be A588, Grade 50 weathering steel, meeting the specifications of the American Institute of Steel Construction (AISC). A588 is a high strength, low alloy, steel that forms a protective coating to prevent further deterioration unless otherwise noted. Steel Cross-section and straightness tolerance shall meet ASTM A6-5. Beam length tolerance shall be 1/16".

Pipe:

3 1/2" Pipe shall meet ASTM A500, Grade C

Piers:

Preapproved pier manufactures are Hubbell Power System Inc. and Ideal Manufacturing all other pier manufactures require a or equal review prior to the bid deadline. Piers leads shall meet either of the following or equal:

Hubbell :(CRSLCABCF07), RS3500.300, 8/10/12 x 7ft.

Ideal: 31230012TH78101212G

Extensions shall match the pier lead. Extensions shall include nuts, bolts and washers in accordance with manufactures specifications.

Signage

Signs shall meet the requirements of the Alaska Department of Transportation and Public Facilities Standard Specification for Highway Construction, 2017 Edition Section 730. Sign post shall comply with Alaska Department of Transportation and Public Facilities Standard Specification for Highway Construction, 2017 Edition 730-2.04.2. Steel perforated posts shall include sign mounting hardware, nuts and bolts, and 4' steel post sleeve.

**APPENDIX B
MATERIAL SPECIFICATION**

PAGE 2 OF 2

Culverts:

Pipe and fitting shall be ADS N-12 ST IB pipe (per AASHTO) for use in gravity-flow drainage applications or equal and shall meet AASHTO M294, Type S or ASTM F2306

Pipe shall be joined using a bell & spigot joint meeting AASHTO M252, AASHTO M294, or ASTM F2306. The joint shall be soil-tight and gaskets, when applicable, shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

Fittings shall conform to AASHTO M252, AASHTO M294 or ASTM F2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the soil-tight joint performance requirements of AASHTO M252, AASHTO M294 or ASTM F2306

Guardrails:

W-Beam guardrails, steel posts, composite blocks, and guardrail hardware shall meet the requirements of the Alaska Department of Transportation and Public Facilities Standard Specification for Highway Construction, 2017 Edition, Section 710. Bid for posts and blocks shall include all nuts, bolts and mounting hardware.

End Guards:

Buffered End Guards shall include all hardware to install the terminal including an object marker with each installation

Fabric Filter Fabric:

Geotextile Separation: Separation: Winfab 315W or equal meeting the requirements of AASHTO M288 Class 2 Separation that is woven to form a dimensionally stable network, which allows the yarns to maintain their relative position.

Silt Fence:

Silt Fence: Preassembled silt fence the woven geotextile meeting AASHTO M288 for Temporary Silt Fence Silt fence is preassembled with wood stakes securely attached at 5-foot intervals.

Jute Fabric:

Jute fabric shall be North American Green SC250 or equal. Ten 6" biostakes shall be provided with each roll.

Wattles:

Straw wattles shall be Earth Saver or equal and shall be cylinders of recycled, compressed, wattles are wrapped in tubular, UV-stabilized black synthetic netting. Each wattle shall be supplied with 10- 12"x12"x24" wood stakes.

Work Platform Mats:

Work platform mats shall be Dura-Base mats or equal, manufactured by Newpark Resources, Inc.

APPENDIX C
BUY AMERICA CERTIFICATION

Project Name: AVCP Transportation Department 2020 Material Order

The undersigned Bidder hereby certifies on behalf of itself and all contractors (at all tiers) that it will meet Buy America requirements in 23 CFR 635.410, using one of the following provisions:

- The product contains no steel or iron products manufactured outside the United States.** To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. The Buy America process does not apply to this project. If there is ANY foreign steel or iron in your product you may not check this box.

- The product has minimal use of steel or iron products manufactured outside the United States.** The Buy America regulation does “not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project. If this minimal use clause applies to your project, then please provide documentation indicating that this requirement is being met. The Buy America process does not apply to your project.

- The product meets the standards for the FHWA Manufactured Products waiver.** FHWA policy provides for a Buy America waiver for certain manufactured products. To be eligible for the Manufactured Products waiver, the product must consist of less than 90% steel or iron content when it is delivered to the job site for installation. If your product meets this manufactured products definition, please provide documentation of how the product is a manufactured product and submit for approval.

- The product has foreign steel or iron; a Buy America waiver is required.** Bidder certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Department. The waiver process can take time and the project may not move forward until a waiver is completed.

A false certification is a criminal act in violation of 18 USC 1001. Should this Agreement be investigated, Proposer has the burden of proof to establish that it is in compliance.

Proposer

Signature of Authorized Official

Name of Authorized Official

Title

Date

APPENDIX D
INSURANCE AND FINANCIAL RESPONSIBILITY REQUIREMENTS

The Respondent shall provide proof and maintain, at its own expense, acceptable evidence of financial responsibility (insurance, fully funded self-insurance, financial guarantee bond, cash bond, or letter of credit) with the following terms and conditions:

I. Commercial General Liability:

Coverage shall be at least as broad as ISO form CG 00 01 (Edition 12 04)

Limits: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per Occurrence
\$2,000,000 Combined Single Limit for Bodily Injury and Property Damage Aggregate General
aggregate limits shall apply separately to each project and will cover liability for:

Per Project Aggregate

- a. Premises/Operations;
- b. Products/Completed Operations;
- c. Primary & Noncontributory with respect to Contractor's work;
- d. Contractual Liability (liability assumed under an insured contract);
- e. Independent Contractors;
- f. Explosion, collapse and underground hazards.

General liability insurance shall be maintained in effect until final acceptance of the completed construction and, for products liability and completed operations liability at least two years thereafter.

If the general liability insurance is written on a claims-made form, the Contractor shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date no later than the effective date of this contract.

If the Contractor utilizes a subcontractor(s) to perform any part of the work under this contract, the general liability insurance shall not contain any endorsements that exclude the work of the subcontractor(s).

II. Automobile Liability, to include the following coverages:

- a. Owned auto liability;
- b. Non-owned auto liability;
- c. Hired auto liability (when applicable);
- d. Limit: Not less than \$1,000,000 bodily injury and property damage combined single limit.

III. Workers' Compensation and Employer's Liability:

Limits: Workers' Compensation -Statutory coverage in the state work is being performed.

Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident
Bodily Injury by Disease - \$1,000,000 each employee Bodily Injury by Disease -
\$1,000,000 policy limit
Organizations using volunteer labor will provide evidence of coverage for
volunteers.

If the work is being performed on or about navigable water, the policy will be endorsed to include, if applicable:

- United States Longshoreman and Harbor Workers Compensation Act Endorsement
- Outer Continental Shelf Act Endorsement;
- Maritime Employers' Liability Coverage Endorsement including coverage for transportation, wages, maintenance and cure;
- Maritime Voluntary Compensation Endorsement Borrowed Servant or Alternate Employer Endorsement In Rem Endorsement.

APPENDIX D
INSURANCE AND FINANCIAL RESPONSIBILITY REQUIREMENTS
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IV. Crime/Employee Dishonesty Liability:
STRONGLY RECOMMENDED (however not required)
Limit: Not less than \$500,000 per incident.

V. Umbrella/Excess Liability:
STRONGLY RECOMMENDED
Limit: Not less than \$5,000,000 per occurrence.

MINIMUM REQUIRED
Limit: Not less than \$2,000,000 per occurrence.

VI. Marine Comprehensive General Liability:

For any work involving maritime or offshore work, Contractor must carry Marine Comprehensive General Liability to include coverage for:

Contractual liability Independent Contractors Products/Completed Operations
Explosion, collapse and underground hazards

Limit: \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage Per Occurrence
\$3,000,000 Combined Single Limit for Bodily & Property Damage Aggregate

VII. Cargo Marine Liability:
All Materials products will be insured for property coverage for the determined value at the time of the waterborne shipment.

Additional Insured Endorsements

The Respondent's insurer(s) will endorse all policies (except Workers' Compensation) to name The Association of Village Council Presidents as an Additional Insured.

Waiver of Subrogation Endorsements

The Respondent's insurer(s) will endorse all policies with a waiver of subrogation in favor of The Association of Village Council Presidents.

General Requirements

- a) All policies (except Workers' Compensation/Employer's Liability) must be endorsed to reflect that this coverage is primary and non-contributory as respects AVCP.
- b) No required coverage may be cancelled, materially changed, or non-renewed, without 30 days prior written notification to AVCP.
- c) Any sub-Contractor(s) will provide coverages at least equal to those required of the Respondent.
- d) Insurer(s) must be filed with the State of Alaska to write insurance business on an admitted basis.
- e) Insurer(s) must be rated at least "A-, VII" or better by A.M. Best.
- f) All coverages shall remain in effect until the completion of the contract.
- g) The Respondent shall provide a certificate or copies of documents evidencing all required coverages, prior to beginning work under any contract resulting from this Request for Proposals.

The Respondent shall file with the contract administrator within five days after date of contract, all financial responsibility to documentation previously mentioned.

VIII. Performance, Payment and Bid Bond Requirements.

The Contractor shall furnish separate performance and payment bonds. The Performance bond shall be for faithful performance of the contract.

The payment bond shall be for security for the payment of all persons for furnishing materials, provisions, or other supplies, or items used in, upon, for, or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind.

The Contractor shall promptly furnish additional security required to protect the authority and persons supplying labor or materials under this contract if any surety upon any bond furnished with this contract becomes unacceptable to AVCP.

Payment Bond:	amount of contract
Performance Bond:	amount of contract
Bid Bond:	A Certified Check or bank draft, payable to AVCP, U.S. Government bonds, or a satisfactory bid bond executed by the bidder shall be submitted with each bid. Bid securities or bonds shall be no less than five percent (5%) of the bid amount.

IX. Respondent Fidelity

Respondent shall be responsible for the conduct of their employees at any and all times. Should any of Respondent's employees steal any property owned by AVCP, property owned by others but in the care, custody and control of AVCP, or any negotiable instrument, Contractor shall be responsible to AVCP for the value of the stolen property.

X. Contingency Plan Documentation

The Respondent shall provide proof and maintain, at its own expense, a Contingency Plan/Emergency Preparedness Plan. This plan should encompass any and all situations that may adversely affect the contracting company's ability to continue to supply service to AVCP.