

INVITATION TO BID NO. 2026B049

Issue Date	Time and Date of Opening	Buyer	Phone Number
6/9/2026	09:00 A.M. Alaska Time, June 29, 2026	Adam Garrigus	907-343-4590

ITB No. **2026B049** – **Furnish Emulsified Asphalt on As-Needed basis** to the Municipality of Anchorage (MOA), Street Maintenance Department

Cover Sheet	Page	1
Electronic Bidding Information (Bid Express)	Page	2
General Provisions	Pages	3 - 4
Special Provisions	Pages	4 - 5
Bidders Check List	Page	6
Bid Proposal	Pages	7 - 8
Specifications	Consisting of	8 Pages
Sample Contract	Consisting of	5 Pages
Responsible Bidder Questionnaire	Consisting of	3 Pages

To be considered for award bids **will**:

- Be in a sealed envelope or submitted online through BidExpress in accordance with Special Provisions, Paragraph 7; and,
- Be received by the Purchasing Office, 632 W. 6th Avenue, Suite 520, Anchorage, AK 99501, **prior** to the time and date set for the bid opening (time and date of bid receipt will be determined by the time/date stamp in the Purchasing Department);
- Be time and date stamped;
- Acknowledge all ITB addendums; if any (failure to acknowledge Addenda may result in bid being considered non-responsive.)
- **Faxed or emailed bids will NOT be accepted.**

Bids not in compliance with the above requirements may be declared non-responsive and held unopened by the Purchasing Department. The MOA reserves the right to accept or reject any and all bids.

Bid documents are available electronically at the MOA Purchasing Department's webpage at BidExpress.com; https://www.bidexpress.com/businesses/85766/home?agency=true&from_home_page=true. Addenda will be posted within the solicitation at BidExpress.

Bidders interested in participating via teleconference will call 1-907-343-6089 no earlier than **08:55 A.M. Alaska Time, June 29, 2026**. It is respectfully requested bidders participating via teleconference to please use a land line. **FOR AUXILIARY AIDS, LANGUAGE ACCESS FOR ASL AND LANGUAGE OTHER THAN ENGLISH, OR SPECIAL MODIFICATIONS TO PARTICIPATE PLEASE CONTACT THE PURCHASING DEPARTMENT AT 907-343-4590; OR VIA EMAIL AT WWPUR@MUNI.ORG.**

Questions regarding this ITB **will** be submitted in writing via email to wwpur@muni.org. Emailed questions **will** be received no later than **12:00 P.M. Alaska Time, June 22, 2026**. Questions will include the Buyer's name, the ITB number and ITB Title, on the subject line.

The MOA Purchasing Office is open from 8:00am to 5:00pm Monday through Friday, excluding MOA Holidays.

MUNICIPALITY OF ANCHORAGE

Ryan Marquis

Ryan Marquis
Deputy Purchasing Officer



Purchasing

MUNICIPALITY OF ANCHORAGE

The Municipality of Anchorage Purchasing Department is pleased to announce that you can submit your bid electronically through the Bid Express® service at www.bidexpress.com.

Electronic bid submission:

- allows for digitally-signed bids
- eliminates costs for delivery of bid packages
- provides error checking and alerts to omissions before submission
- easily accommodates last-minute changes and price cuts
- automates email notifications to alert vendors of solicitation postings and solicitation changes

If you are not a current user, please register for a free vendor account to review and bid on the Municipality of Anchorage's solicitations.

For more information about the service, please refer to the Bid Express service's Knowledge Center [here](#) to get started.

For technical assistance, please call the service's Customer Success team at 888-352-2439, available Monday - Friday from 7:00 am – 8:00 pm (EST). You can also email them at bidexpress.support@infotechinc.com.

Additional information and notices of solicitation opportunities will be posted on the Purchasing webpage at Muni.org.

GENERAL PROVISIONS

The attached provisions, as modified by any addendum hereto, will become a part of any Purchase Order resulting from this Invitation to Bid. The Vendor by his acceptance of this order agrees thereto:

1. No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of this order will be effective without prior consent of the Purchasing Director.
2. No charges will be allowed for packing, wrapping, bags, containers, reels, etc., unless otherwise specified.
3. Time of delivery is part of the essence of this contract and the **order is subject to cancellation for failure to deliver on time.**
4. For any exception to the delivery date as specified on this purchase order, the Vendor will give prior notification and obtain approval thereto from the Purchasing Director.
5. Shipping Instructions: Unless otherwise specified, please ship prepaid via cheapest common carrier FOB Destination. The MOA cannot accept COD Shipments.
6. Materials purchased are subject to the approval of the MOA and, if rejected, are held subject to the Vendor's risk and expenses incurred for their return as approved by the Purchasing Officer.
7. Purchase Order number *WILL* appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.
8. Memorandum of contents will be enclosed in each box or package.
9. The vendor agrees to protect the MOA against all claims for patent or franchise infringement arising from the purchase, installation, or use of the material ordered on this contract, and to assume all expense and damage arising from such claims.
10. If price is not stated on this order, it is agreed that the goods will be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
11. It is agreed that the waiver or acceptance of any breach of any of the terms of this order will not operate to relieve the Vendor of the responsibility herein under for any prior to subsequent breach.
12. All specifications and plans referred to in this order will form a part of the contract.
13. The Vendor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.
14. Cash discount period on all invoices will commence on the date the shipment is received by the MOA. If an adjustment or damage occurs on a shipment subject to cash discount, the discount period will commence on the date the shipment is finally accepted.
15. The MOA is exempt from Federal Excise and Transportation Taxes. Exemption certificates will be furnished upon request.
16. Liens: Vendor, by accepting this purchase order, warrants and represents that the goods, wares or merchandise ordered herein are free and clear from all claims and liens of whatsoever nature.
17. Upon opening bids, apparent results will be posted within the solicitation at BidExpress.
18. ANTI-DISCRIMINATION: During the performance of this contract the contractor agrees as follows:
 - (A) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action will include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
 - (B) The Contractor will state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or gender identity, marital status, or physical or mental handicap.

GENERAL PROVISIONS (Continued)

- (C) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- (D) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (E) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the owner of any one the owner will designate for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (F) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts.

In accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (G) By submitting a bid, the contractor certifies they are an equal opportunity employer and will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The contractor will comply with all laws concerning the prohibition of discrimination including but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
- (H) The contractor will include the provisions of paragraph 18 (A) through (G) in every subcontract or purchase order unless exempted by rules and regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the owner may direct as a means of enforcing said provisions, including sanctions for noncompliance.

SPECIAL PROVISIONS

1. Any bid not meeting the requirements of this Invitation to Bid may be considered non-responsive.
2. Any bids quoting other than F.O.B. Destination, including freight, will be considered non-responsive.
3. Bids **will not be withdrawn for a period of forty-five (45) days** from date of bid opening.
4. The MOA will not be responsible for any bid preparation costs; including but not limited to costs associated with attending the pre-bid conference.
5. The MOA will not be responsible for any costs, including attorney fees (administrative, judicial or otherwise), associated with any challenge as to the determination of the lowest responsive and responsible bidder and/or award of contract, and/or rejection of bids. By submitting a bid, the bidder agrees to be bound in this respect and waives all claims to such costs and fees.
6. The MOA assumes no responsibility for any interpretations or representations made by any of its officers or agents unless such interpretations or representations are made by Addendum to this Solicitation.
7. **Electronic bids will be accepted through BidExpress.com and is the preferred method for submission. Paper bids will be submitted in a sealed envelope addressed to the MOA Purchasing Department, 632 W. 6th Avenue, Suite 520, Anchorage, AK 99501 and will include the following, clearly and legibly written/typed on the outside of the envelope:**
 - a. **Bidder's Name (as indicated on Business License), Address, City, State, and Zip Code**
 - b. **Invitation to Bid #, Invitation to Bid Title and Buyer's Name**
8. At the above indicated time, bids will be opened publicly and read aloud. Bids received after the scheduled bid opening date and time or bids not containing the Purchasing Office time and date stamp will not be considered and will be held unopened by the Purchasing Department.

SPECIAL PROVISIONS (Continued)

9. **NO RESPONSIBILITY WILL ATTACH TO ANY OFFICER FOR THE PREMATURE OPENING OF, OR THE FAILURE TO OPEN, A BID NOT PROPERLY ADDRESSED AND IDENTIFIED.**
10. A bidder may withdraw, modify, or correct their bid after it has been submitted to the Purchasing Department. Requests for withdrawal, modification, or correction will be in writing and received by an agent of the MOA Purchasing Department. Requests for withdrawal, modification, or correction will be received **before** the time set for bid opening. Modified or corrected bids will be signed by an authorized bidder representative. Facsimile or emailed modifications or corrections **WILL NOT** be accepted. Modified or corrected bids will be received prior to the date and time set for bid opening. No bidder will be permitted to withdraw an offer after the time set for bids to be opened. Changes to electronic bids will be made through BidExpress.
11. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer or vendor name, trade name, catalog number, etc., it is intended merely to establish a standard; unless otherwise specified in the Invitation to Bid. Any material, article, or equipment of other manufacturers and vendors which meet the form, fit, and function imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the MOA, of equal substance in form, fit and function. Any item quoted, as "equal" will be accompanied by complete data and/or brochures to be used in evaluation.
12. Alternate bids are not encouraged unless specifically requested. However, if an alternate bid is submitted, the MOA will have sole discretion in either accepting or rejecting each alternate offered.
13. The Office of the Purchasing Director is located at 632 W. 6th Avenue, Suite 520, Anchorage, Alaska 99501, and is open for business from 8:00am to 5:00pm, Monday – Friday, Excluding MOA Holidays. Acceptance of special delivery mail is not available Saturday or Sunday.
14. The following will be held in the MOA Purchasing Office, 632 W. 6th Ave, Suite 525, Anchorage, AK 99501:

Bids Opened at:

9:00 A.M. Alaska Time,

June 29, 2026

15. If more than one bid is offered by any one party for the same product, by or in the name of his clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the work.
16. The MOA may reject any unbalanced bid if it is in the best interest of the MOA. A bid is considered unbalanced, when in the opinion of the Purchasing Director, the bid allocates a disproportionate share of costs to one or more bid items and reduces the costs of another bid item or items, and if there is a reasonable possibility that the bid will not result in the lowest overall cost to the MOA.
17. When the Bidding Documents contain a basic bid and additive alternates, the low Bidder will be determined by the lowest combination of the basic bid and as many additive alternates as may be chosen in the order listed in the Bid. The Purchasing Director may bypass any additive alternate whose selection would cause the Contract to exceed the funds available.
18. The Purchasing Director will use the list of priorities in the bid schedule to determine the low bidder only. After determining the low bidder, an award may be made on any combination of the bid items provided: (1) it is in the best interest of the MOA; (2) funds are available at the time of award; and (3) the low bidder's price for the combination to be awarded is less than the price offered by any other responsive, responsible bidder.
19. The MOA standard payment terms are NET 30. Bidders may offer discounts for prompt payment. The minimum prompt payment terms acceptable to the MOA is 1% and net 15 days. Prompt payment terms will **NOT** be utilized to determine final net price offered. Any prompt payment terms lower than 1% and net 15 will result in payment terms of NET 30. If bid includes prompt payment terms, bidder will include payment terms on the Bid Proposal Page. **NOTE: The prompt payment period will commence upon receipt and acceptance of the supply/service or receipt of a valid invoice; whichever occurs last.**

BIDDER'S CHECK LIST

I. GENERAL

Bidders are advised, notwithstanding any instructions or implications elsewhere in this Invitation to Bid, only the documents shown and detailed on this sheet need be submitted with and made part of their bid. Other documents may be required to be submitted after bid opening, but prior to award. Bidders are hereby advised failure to submit all required documents shall be justification for rendering the bid non-responsive. Evaluation of bids for responsiveness shall be accomplished in accordance with Anchorage Municipal Code, Title 7.

II. REQUIRED DOCUMENTS FOR BID SUBMISSIONS

- A. BID PROPOSAL: Pages 7-8. **Page 8** shall be signed by an authorized representative of the Bidder. (Electronic bids will be signed digitally through Bid Express.)
- B. ADDENDA: All addenda issued against this Invitation to Bid shall be acknowledged on the solicitation page electronically at Bid Express. If submitting paper bids, any addenda must be acknowledged on the Bid Proposal page or by signing the Addenda sheet(s) and submitting the Addenda sheet(s) to the Municipality Purchasing Office prior to the time and date set for bid opening.

III. RESPONSIBLE BIDDER/CONTRACTOR QUESTIONNAIRE – IF APPLICABLE

Per AMC 7.20.030.B. the required certifications or disclosures must be submitted to the Purchasing Officer within five calendar (5) days of the request of Purchasing. The certifications and disclosures will be utilized by the Purchasing Officer to determine vendor responsibility. The required questionnaire is attached for review.

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BID PROPOSAL

NOTE: If submitting a paper bid, erasures or other changes made on the Bid Proposal page or the signature page shall be initialed by the person signing the bid.

Item	Description	Est. Qty.	Unit	Unit Price	Extended Price
1	CRS-2P Emulsified Asphalt Per attached Specifications	525	TON	\$ _____	\$ _____
2	STE-1 Special Tack Emulsified Asphalt Per attached Specifications	50	TON	\$ _____	\$ _____
Total Lines (1 – 2)				\$ _____	

Prompt Payment Discount - Payment Terms Offered
_____ % Net 15 OR Net 30 (default) 1% is the minimum amount allowed (As referenced in Special Provisions, paragraph 19)

Addendum Acknowledgement
Number(s) _____ is/are hereby acknowledged

BASIS OF AWARD

Award will be made to the lowest responsive and responsible bidder in accordance with Anchorage Municipal Code Sections 7.15.040, 7.20.020, 7.20.030, and 7.20.040, with preference to local bidders applied in accordance with Section 7.20.040. Evaluation for determining the lowest bid will be made in the **aggregate**. **TO BE CONSIDERED FOR AWARD ALL ITEMS MUST BE BID.** All items must be new and come with manufacturer’s warranty, if supplied by the manufacturer. The purchasing Director will have the sole discretion to determine whether the bid submitted meets specifications of the Invitation to Bid, whether a bidder is responsive, and whether a deviation is material.

CONTRACT VOLUME

The MOA does not guarantee any minimum or maximum purchase quantities and/or dollar amounts. The above quantities are for evaluation purposes only. The MOA reserves the right to increase or decrease the quantities listed at the same unit price.

PERIOD OF PERFORMANCE

Period of performance will be on an as-needed basis from June 1, 2026, or upon execution, or whichever is sooner, through May 31, 2027, unless terminated sooner, with an option to renew for three additional one-year periods **at the same unit price(s), upon mutual consent of both parties and lawful appropriation of funds.**

DELIVERY STATEMENT

Delivery will be to 5701 Northwood Dr. Anchorage, AK 99502.

Vendor Name _____

BID PROPOSAL (CONTINUED)

By submitting a bid, the bidder acknowledges receipt, has reviewed and has an understanding of all documents listed on the Invitation to Bid Cover Sheet. For purposes of bid evaluation and contract award, in the event of inconsistency between the unit price and extended amount, the unit price will govern.

Authorized Representative Signature

Date

Printed Name

Title

Printed Vendor Name

Phone Number

Mailing Address

Fax Number

City, State, Zip Code

Company Email Address

Physical Address of Company (if different from above)

City, State, Zip Code

By signing above the bidder certifies they are an equal opportunity employer and will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.

**MUNICIPALITY OF ANCHORAGE
MAINTENANCE & OPERATIONS DEPARTMENT
CRS-2P, and STE-1 EMULSIFIED ASPHALT SPECIFICATIONS**

GENERAL COMMENTS

The Municipality of Anchorage, Maintenance and Operations Department (MOA/M&O) anticipates purchasing approximately 525 tons of CRS-2P, and 50 tons of STE-1 Emulsified Asphalt on an “as required basis” for the 2026 summer construction season. The estimated quantities are based on completion of tentative summer work which is subject to change on a daily basis due to factors including: availability of funding, adverse weather, staffing, program priorities and equipment availability. Material requested under Item 2. CRS-2P, and Item 3. STE-1 will be picked up by the MOA/M&O at the Vendor’s storage facility.

The emulsion product will be picked up at the Vendor’s designated storage facility in the Anchorage Area. The Vendor’s bulk storage facility must provide for circulation of the Emulsion product. The product must be re-circulated prior to loading into the transfer vehicle being used to deliver product to the designated work site(s).

After opening of the invitation to bid, the apparent low bidder shall submit an emulsion sample to an independent laboratory for conformation testing at the Vendor’s expense. Upon the completion of testing, the MOA/M&O shall be provided a copy of the test results within 24 hours of receipt by the Vendor. In the event the sample tested does not meet product specifications, the MOA/M&O reserves the right to declare the bidder non-responsive and pursue award to the next lowest responsive bidder.

Product availability is required by no later than June 1, 2026 or within five calendar days after date of award of a contract, and shall remain available for pickup through September 30, 2026. In the event that emulsified products will not be necessary for the remaining of the particular season under contract, the MOA/M&O will notify the Vendor in writing. The Vendor will produce, store and make available the following daily quantities of emulsified asphalt for pickup and or delivery on or before June 1, 2026 or after date of award: 25 tons of CRS-2P, and 5 tons of STE-1. If the Vendor is unable to provide these daily quantities, The MOA/M&O has the right to terminate this contract and pursue award to second responsive bidder.

MOA/M&O shall be notified within 24 hours of completion of the manufacture of the bulk product by the Vendor. A MOA/M&O designated representative will witness the sampling of two one-gallon containers of emulsion for testing. Samples will be clearly labeled for identification purposes.

One sample will be sent to a certified independent laboratory for testing at the Vendor’s expense. Results of the independent testing shall be provided to the MOA/M&O to confirm conformity of the bulk product to

the Emulsion specifications. The second sample will be sealed and securely stored by the MOA/M&O and held a minimum of 60 days.

In the event that the product tested does not comply with the specifications the second sample will be made available to the Vendor for testing at an independent laboratory at the Vendor's expense. Results of the second independent test shall be provided to the Municipality prior to acceptance of the product.

Failure to comply with the terms, material specifications and conditions of this contract will result in contract termination.

GENERAL PROVISIONS ASPHALT EMULSION

Pick Up

Prior to pickup of the product, the MOA/M&O will coordinate with the Vendor to receive the material on an "as required" basis. The MOA/M&O does not guarantee purchase or pick up of any minimum amount of material for the duration of this agreement. CRS-2P and STE-1 furnished to the MOA/M&O will be picked up at the vendors site by designated staff and equipment as requested.

The MOA/M&O will agree to an Anchorage area location and time frame for receipt of material and furnish the Vendor with the name of the MOA/M&O designated employee who will receive the material. Pickup of material at Vendor's site should be made available at a minimum, Monday through Saturday, 6:00am – 6:00pm. Vendor should have storage capacity for product availability for MOA/M&O pickup of up to a minimum of , 25 tons per day of CRS-2P, and 5 tons per day of STE-1.

The MOA/M&O designated employee will visually inspect the material to be received and annotate the Vendor's delivery ticket with his printed name and signature/initials. The delivery ticket must include a number identifying the batch of each bulk quantity produced. A corresponding disclosure sheet of material properties for each bulk batch produced should be available for review at the MOA/M&O option. One copy of the delivery ticket will be retained and forwarded to Maintenance and Operations Administration for processing.

If the Emulsion Product being delivered does not empirically perform in a manner consistent with historical experience and standards the municipal representative receiving the material will immediately halt the receipt and notify his/her supervisor.

Should this non-compliant behavior be confirmed, the Vendor will be notified and be given an opportunity to witness the MOA/M&O representatives concerns. A sample of the delivered product shall be drawn from the transfer vehicle and made available for testing at an independent laboratory at the Vendor's option and expense. The test results of the product in question shall be provided to the MOA/M&O within 24 hours of receipt by the vendor. The vendor will be reimbursed by the MOA/M&O for any tests performed on material rejected by the MOA/M&O, where the results of the test show the material was in conformance with the specifications as defined within the bid specifications.

Inspection of Material

The Vendor shall be held solely responsible for assuring that the emulsion delivered to the MOA/M&O is in conformance with the specifications. The MOA/M&O reserves the right to inspect the material at any time or place. The Municipality will use generally accepted practices when inspecting the emulsion product.

If the MOA/M&O applies emulsion that is later determined to be out of conformance with the specifications, the Vendor will be responsible for the removal of the material or immediately bring the material into conformance. In addition, the Vendor will be required to reimburse the MOA/M&O for the cost of the initial failed application and subsequent inspection required to determine if the material has been brought into conformance with the specifications.

B. Item 2. CRS-2P Emulsified Asphalt Specification:

<u>Test on Emulsion:</u>	<u>Min.</u>	<u>Max.</u>
Viscosity, Saybolt Furol at 122°F (50°C), sec, AASHTO T72	100	400
Storage Stability, 24 Hours, % Max, T59	-----	1
Demulsibility, 35 ml, 0.8% Sodium dioctylsulfosuccinate, % Min, T59	40	-----
Particle Charge, T59		Positive
pH if Particle charge is inconsistent		6.7
Sieve Test, %, Max, T59		0.10
 Distillation:		
Oil by Volume, Percent of Emulsion, Max, T59		3
Residue, Percent by Weight of Emulsion, Min, T59	65	-----
 Tests on Residue from Distillation Test:		
Penetration, 77°F (25°C), 100 g, 5 s, T49	100	250
Ductility, 12°F (4°C), 5 cm/min, cm, Min, T51	30	-----
Solubility in <i>n</i> -bromopropane, %, Min, T44	97.5	-----
 Toughness & Tenacity (T & T)		
Toughness, inch-lbs, ASTM D5801		50
Tenacity, inch-lbs, ASTM D5801		25
 PAV Aging, 100° C		
Dynamic Shear, 19° C, G*/sinδ, kPa,Max, T315		5000

Creep Stiffness, -18° C, Mpa, Max, T315	300
Creep Stiffness m-value, -18° C, Min	0.300

The asphalt cement shall also meet the State of Alaska DOT/PF'S PG 58-28 Plus Specification.

Product must meet requirements of SOA/Department of Environmental Conservation, ARTICLE 7. Surface Oiling Permit, Section 18 AAC 75.720. Prohibitions. Material will be considered out of specification if the product contains any of the following components in concentrations indicated:

- 5) polychlorinated biphenyls (PCBs) in any detectable concentration;
- 6) total volatile aromatics in 5,000 parts per million by weight or greater;
- 7) total halogenated volatile organics in 100 parts per million by weight or
- 8) lead in 300 parts per million by weight or greater.

C. Item 3, STE-1 Special Tack Emulsified Asphalt Specification:

<u>Test on Emulsion:</u>	<u>Min.</u>	<u>Max.</u>
Viscosity, SSF at (25°C)	-----	30
Storage Stability, 24 Hours, Percent ⁽¹⁾	-----	1
Demulsibility, 35 ml, 0.8% Sodium Dioctyl Sulfosuccinate (SDS), Percent, Min, T59	25	----
Sieve Test, Percent Retained, Max, T59	-----	0.10
Particle Charge Test/pH ⁽²⁾ , T59		Positive

Distillation:

Oil by Volume, Percent of Emulsion, Max, T59	-----	5
Residue, Percent by Weight of Emulsion, Min, T59	45	-----

Tests on Residue from Distillation:

Penetration at 25°C, 100g, 5s, T49	100	200
Ductility at 25°C, 5 cm/min, cm, T51	40	-----
Solubility in <i>n</i> -bromopropane, %, Min, T44	97.5	-----

Product must meet requirements of SOA/Department of Environmental Conservation, ARTICLE 7. Surface Oiling Permit, Section 18 AAC 75.720. Prohibitions. Material will be considered out of specification if the product contains any of the following components in concentrations indicated:

- 9) polychlorinated biphenyls (PCBs) in any detectable concentration;
- 10) total volatile aromatics in 5,000 parts per million by weight or greater;
- 11) total halogenated volatile organics in 100 parts per million by weight or
- 12) lead in 300 parts per million by weight or greater.

- C. Upon manufacture of the bulk product, the Vendor will be required to submit two, one-gallon containers of the proposed product and an analysis of the supplied samples from a certified commercial laboratory within **five** working days of completion of the first bulk batch of manufactured product. Any products purchased in the future will be expected to meet specifications as established in the bid process.
- D. Bids must be accompanied with a comprehensive technical report covering, at a minimum, the products environmental impact, most recent MSDS, handling, storage, and application guidelines.

- E. Product must stay in suspension with little or no recirculation required by the Municipality to prevent product stratification to be acceptable.

*To verify that the delivered product meets this specification the product may be sent to a certified commercial laboratory. The laboratory will use industry standard procedures to verify the percentage of precipitates.

NON-SPECIFICATION PENALTIES FOR ASPHALT EMULSION

Unless specified otherwise, when a product is found to be out of specification the, then one of the following will apply:

- A. When test results determine that an emulsion delivery does not conform to the specifications, the entire shipment may be rejected at the MOA/M&O option.
- B. In the event that a delivered product is entirely or partially used before it is determined to be out of specification, the Vendor will be responsible for the removal of the material or immediately provide replacement emulsion that conforms to specification at no additional cost to the MOA/M&O. The vendor shall not be paid for emulsion that is determined to be out of specification through laboratory testing.
- C. The contractor will be given a total of 15 days of down time during the life of the contract. Down time is defined as periods of time in which the vendor is unable to supply emulsion that conforms to the specification, in the quantity stipulated in the contract documents. Periods of down time shall be accumulative and counted in half day increments. Once the vendor has accumulated a total of 15 days of down time the MOA/M&O may terminate the contract without further notice.

Asphalt Emulsion Invoices

Invoices

The Vendor will provide the MOA/M&O Street Maintenance with a true and correct consolidated invoice. The invoice will list the delivery tickets, arrayed in numerical order and/or have copies of the delivery tickets attached. The invoice will be such that the MOA/M&O Street Maintenance can readily identify each delivery ticket, the amount of material delivered or picked-up, the unit price, and the total for all the delivery tickets. The format of the invoice must be such that it does not hinder processing by the MOA/M&O Street Maintenance. Otherwise, it will be declared a contested invoice.

In addition, the Vendor will supply copies of delivery tickets, on demand by the MOA/M&O Street Maintenance, for audit or comparison purposes.

Contested invoices will not be considered to be true and correct invoices. In the case of a contested invoice, the MOA/M&O Street Maintenance will have the option to pay the invoice under protest, pay the uncontested portion, or return the contested invoice to the Vendor. Any prompt payment discount date will start when the Municipality determines that they have an uncontested, true and correct invoice.

Invoices will have the Purchase Order Number and MOA/M&O, Street Maintenance Contracts & Accounting clearly visible. Invoices shall be mailed or emailed to the below addresses.

**MOA/M&O/Street Maintenance
Contracts & Accounting
4700 Elmore Road, 2nd floor
Anchorage, Alaska 99507**

Email: streetmaintap@anchorageak.gov

CONTRACT SERVICE/SUPPLY

NAME AND ADDRESS OF CONTRACTOR

NAME AND ADDRESS OF DEPARTMENT OR AGENCY OF THE MUNICIPALITY ADMINISTERING THIS CONTRACT:

**MUNICIPALITY OF ANCHORAGE
ANCHORAGE, AK 99510**

THIS CONTRACT, entered into by the MUNICIPALITY OF ANCHORAGE and the Contractor named above, WITNESSETH that the parties hereto mutually agree as follows:

1. **Scope of the Contract**
.....in accordance with the attached Scope of Work or Specifications.

2. **Total Contract Value**
The not to exceed contract amount is _____ Dollars (\$) _____). **Purchase Orders will be issued to fund projects/services applicable to this contract. Contractor shall not begin work authorized under this Contract until a purchase order is issued.** The Municipality of Anchorage does not guarantee any minimum or maximum quantity of material or services to be processed under this contract. The Contractor shall furnish all services described above, for the amount stated, in strict accordance with the Contract Documents.

3. **Period of Performance**
Time Schedule for performance shall be Month X, XXXX through Month X, XXXX, with an option to renew for X (#) additional one (1)-year periods, upon mutual consent of both parties and lawful appropriation of funds.

4. **Contract Documents**
A. All documents, including but not limited to Specifications, Statements of Work, General and Special Provisions, Bid Proposal, Insurance Requirements, and Addendums, of Invitation to Bid # _____ are attached and incorporated by reference.
B. Other _____

5. **Independent Contractor**
The Contractor shall provide services as an independent contractor to the Municipality. Except as this contract provided otherwise, the Municipality shall not supervise or direct the Contractor.

6. Compliance with Laws

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this contract. All actions taken by the Contractor under this contract shall comply with all applicable statutes, ordinances, rules, and regulations. The Contractor shall pay all taxes pertaining to its performance under this contract.

7. Equal Employment Opportunity Contract Compliance

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status or mental or physical handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
- B. The Contractor shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or gender identity, marital status, or physical or mental handicap.
- C. The Contractor shall include the provisions of subsections A and B of this section in every subcontract or purchase order under this contract, so as to be binding upon every subcontractor or vendor of the Contractor under this contract.

8. Assignments

Unless the Municipality provides otherwise in writing, any assignment by the Contractor of its interest of any part of this contract or any delegation of its duties shall be void, and permit the Municipality to terminate this contract without liability for work performed.

9. Ownership, Publications, Reproduction and Use of Material

Unless the Municipality provides otherwise in writing, all data, documents and materials that the Contractor produces shall be the property of the Municipality, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. This exclusive right does not apply to any materials presently in the public domain or not subject to copyright.

10. Nonwaiver

The failure of either party to enforce a provision of this contract does not waive the provision or affect the validity of the contract or a party's rights to enforce any provision of the contract.

11. Jurisdiction and Choice of Law

Any civil action arising from this contract shall be brought in the trial courts for the Third Judicial District of the State of Alaska at Anchorage. The law of the State of Alaska governs this contract.

12. Integration

This document and all documents incorporated in it by reference are the entire agreement of the parties, and supersede all previous communications, representations, or agreements regarding this subject, whether oral or written, between the parties.

13. Termination of the Contractor's Services

The Contractor's services may be terminated in whole or in part:

- A. By mutual consent of the parties.
- B. For the convenience of Anchorage, provided that Anchorage notifies the Contractor, in writing, of its intent to terminate under this paragraph at least 15 days prior to the effective date of the termination.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within fifteen (15) days after receiving the notice.

14. Duties Upon Termination

- A. If Anchorage terminates the Contractor's services for convenience, Anchorage shall pay the Contractor for unpaid services rendered to date of termination. Such payment shall constitute the Contractor's only right to compensation for Anchorage's decision to terminate for convenience.
- B. If the Contractor's services are terminated for cause, Anchorage shall pay the Contractor for all contractual services satisfactorily rendered prior to termination less any damages suffered by Anchorage because of the Contractor's failure to perform satisfactorily. Such payment shall constitute the Contractor's only right to compensation from Anchorage.
- C. If the Contractor receives payment exceeding the amount to which it is entitled under Subsection A or B of this section, he shall remit the excess to the Administrator within thirty (30) days.
- D. If the Contractor's services are terminated, for whatever reason, the Contractor shall receive no compensation under this contract, other than that explicitly allowed under this section.

15. Stop Work Order

The MOA may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the MOA shall either:

- A. Cancel the stop-work order; or
- B. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience, clause of this contract.

If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The MOA shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:

- A. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- B. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the MOA decides the facts justify the action, the MOA may receive and act upon the claim submitted at any time before final payment under this contract.

If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the MOA, the MOA shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

If a stop-work order is not canceled and the work covered by the order is terminated for default, the MOA shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

16. **Indemnity**

The Contractor will indemnify defend, save and hold the Municipality harmless from any claim, lawsuit or liability, including costs and attorney's fees allegedly arising from loss, cause of action, damage, or injury to persons or property occurring in the course of or as a result of the Contractor's performance under this Contract.

17. **Contract Interpretation**

In interpreting this contract, the documents that comprise it shall be given the following order of precedence:

- A. The Contract
- B. All Addenda
- C. The General and Special Provisions as set forth in the Invitation to Bid No. _____
- D. The Specifications
- E. The Contractor's Bid Proposal

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Contract Date entered below.

MUNICIPALITY OF ANCHORAGE

VENDOR NAME

Signature

Signature of Authorized Representative

Printed Name

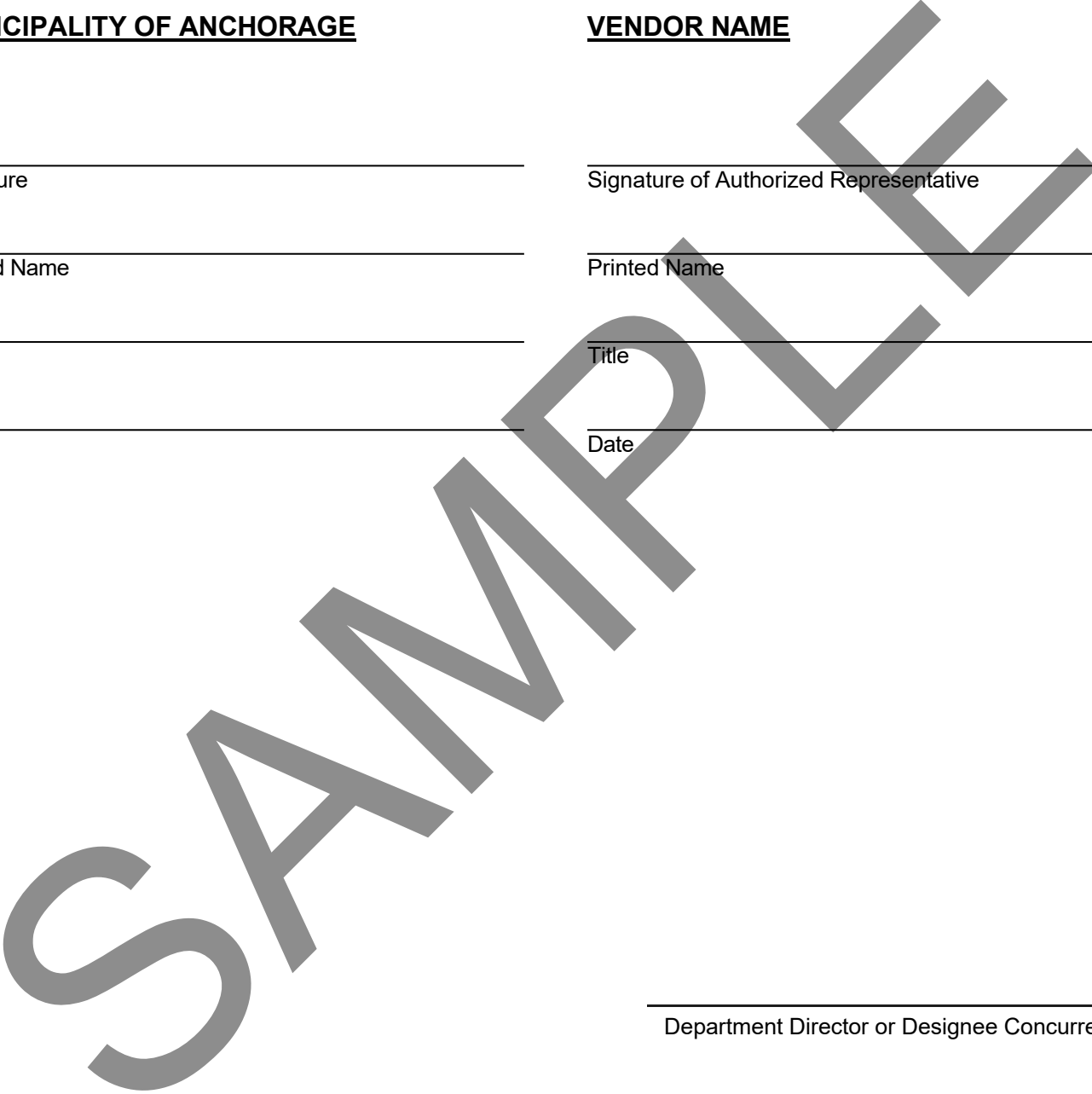
Printed Name

Title

Title

Date

Date



Department Director or Designee Concurrence

Printed Name

Date

Municipality of Anchorage Contractor Questionnaire

Contractors/Vendors wishing to qualify for award of a bid or proposal offered by the Municipality of Anchorage shall submit this completed form and any supplemental information requested by this form within five days following a request by the Purchasing Officer.

Contractor/Vendor Name: _____

Owner(s) of Company (if sole proprietorship or partnership): _____

List all Alaska construction contractor's registration numbers, registration types and expiration dates of the Alaska business licenses held by your company in the past three years:

Has your company changed names, business license number, or contractor registration number in the past three years?

Yes No

If "Yes," explain on a separate signed page, including the reason for the change.

Has any owner, partner or (for corporations) officer of your company operated any business offering similar services outlined in the bid or proposal under any other name in the past three years?

Yes No

If "Yes," explain on a separate signed page, including the reason for the change.

Certifications & Disclosures

For these questions & certifications, "company" includes any entity that shares or has shared majority ownership or control with your company. "Determination of violation" includes any citations, orders or recommendations issued to or against the company.

Debarment

1. In the last three years has your company been debarred from bidding on, or being awarded, a state or federal project?

Yes No

Occupational Safety & Health

Note: Only willful violations of state or federal occupational safety and health laws will result in disqualification; disclosure of other violations does not lead to automatic disqualification.

2. In the last three years has your company been determined to have committed a **willful violation** of state or federal occupational safety and health law? For purposes of this question, a state or federal occupational safety and health law includes laws enforced by

Municipality of Anchorage Contractor Questionnaire

the Occupational Safety and Health Administration (OSHA), Alaska Occupational Safety and Health (AKOSH), or another state's occupational safety and health agency.

Yes No

3. In the last three years, has the federal Occupational Safety and Health Administration (OSHA), Alaska Occupational Safety and Health (AKOSH), or another state's occupational safety and health agency, made a determination of violation against your company?

Note: If you have filed an appeal of a citation and the appropriate appeals board has not yet ruled on your appeal, you need not include information about it.

Yes No

If "Yes," attach a separate signed page describing each citation.

Wage & Hour

Note: Only willful violations of state or federal wage and hour laws will result in disqualification; disclosure of other violations does not lead to automatic disqualification.

4. In the last three years has your company been determined to have committed a **willful violation** of state or federal wage and hour law?

Yes No

5. In the last three years has there been a determination of violation of wage and hour laws against your company? Wage and hour violations include failure to pay minimum wages, overtime, or prevailing wages.

Yes No

If "Yes," attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.

Unemployment Insurance & Workers' Compensation

6. In the last three years has there been a determination of violation of unemployment insurance or workers' compensation requirements against your company?

Yes No

If "Yes," attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.

Licensing & Registration

7. If a license or certificate of fitness is required to perform any services provided by your company, has there been a determination of violation of any certificate of fitness requirements against your company in the last three years?

Municipality of Anchorage
Contractor Questionnaire

Yes No

If "Yes," attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.

Subcontracting

8. I certify that all independent subcontractors engaged by my company meet the definition of an independent contractor under Alaska Statute 23.30.230.

Yes No

9. I understand that my company is responsible for ensuring that each subcontractor my company uses on the project completes this form and associated documentation. I will submit any disclosures required by Anchorage Municipal Code.

I understand

10. I understand that my company is responsible for providing this form and any associated documentation for each subcontractor hired after award within 30 days of hire, and that the subcontractor may not begin work on the project until such information is provided.

I understand

11. I understand that my company is responsible for ensuring that if any event, such as a violation or loss of coverage, causes the information submitted by the subcontractor to change, the subcontractor shall submit updated certifications or disclosures within 30 days of occurrence to the department contract administrator.

I understand

I declare under penalty of perjury that the foregoing is true and correct.

Dated: _____
_____ (Signature)

(Printed name and title)

Right to Appeal: Anchorage Municipal Code provides that any person adversely affected in connection with the award of a municipal contract, including the Municipality's determination on responsibility, may request that the mayor or assembly refer the matter to the bidding review board.