



## **Anchorage School District**

*Educating All Students for Success in Life*

Purchasing Department, 4919 Van Buren Street, Anchorage, AK 99517-3137

### **INVITATION TO BID**

**THIS IS NOT AN ORDER**

Show the following on the outside of the sealed bid envelope:

**ITB 2025-519 Winter Aggregate & Road Salt**

DATE ISSUED:  
May 16, 2025

DUE: **Prior to 10:00 a.m., Local Time**  
DATE: **May 29, 2025**

The Anchorage School District (referred to as the “District”) invites sealed bids from qualified vendors to provide Winter Aggregate & Road Salt, in accordance with the following documents that are a part of this ITB 2025-519:

<b>Section</b>	<b>Title</b>	<b>Pages</b>
<b>Cover Page</b>	Invitation to Bid	Consisting of 1 page
<b>Section I</b>	Instructions to Bidders	Consisting of 6 pages
<b>Section II</b>	Additional Provisions	Consisting of 5 pages
<b>Section III</b>	Specifications	Consisting of 2 pages
<b>Attachment A</b>	Signature Page	Consisting of 1 page
<b>Attachment B</b>	Bidder’s Checklist	Consisting of 1 page
<b>Attachment C</b>	Bid Form	Consisting of 1 page

#### **AVAILABILITY OF ITB:**

This Invitation to Bid (.pdf) is available electronically at the District’s Purchasing website: [www.asdk12.org/purchasing/](http://www.asdk12.org/purchasing/).

#### **AWARD:**

Award(s) will be made to the lowest responsive, responsible bidder(s) in accordance with Board Policy 3311, Administrative Regulation 3311.1(a).1, with preference to local bidders applied. Evaluation for determining the lowest bid(s) shall be made by line item.

#### **PLAN HOLDER’S LIST:**

A copy of the current plan holder’s list can be viewed at:

[http://apps.asdk12.org/depts/purchasing/meeting/Plan\\_Holders/2025/2025-519.xlsx](http://apps.asdk12.org/depts/purchasing/meeting/Plan_Holders/2025/2025-519.xlsx)

**SECTION I**  
**INSTRUCTIONS TO BIDDERS**

**A. GENERAL REQUIREMENTS**

This solicitation is an INVITATION TO BID (referred to as “ITB”) governed by applicable Anchorage School Board Policies, including Section 3311 of said Policies. School Board Policies are available at [www.asdk12.org/School\\_Board/policy](http://www.asdk12.org/School_Board/policy). Bidders should read this ITB and review all instructions contained herein. Incomplete or incorrect bids may be rejected as not conforming to the essential requirements of this ITB. Bids submitted on other than the prescribed forms contained in this ITB will be rejected. Bidders may copy the forms contained in the ITB for use in their bids; however, substitute forms or formats are unacceptable.

**B. EXAMINATION OF CONTRACT DOCUMENTS**

Bidders should read this ITB and review all instructions contained herein. The submission of a bid shall constitute acknowledgement that the bidder has thoroughly examined and is familiar with the solicitation documents.

**C. DEBARMENT AND SUSPENSION**

Bidders must fully comply with the requirements regarding debarment and suspension in Subpart C of 2 CFR Part 180, as adopted by the Department of Education at 2 CFR Part 3485.12. Bidders are responsible for ensuring lower tier covered transactions include a term or condition requiring compliance with Subpart C of 2 CFR Part 180 and 2 CFR Part 3485, entitled Responsibilities of Participants Regarding Transactions. Contractors, subcontractors, or suppliers that appear on the Excluded Parties List System are not eligible for award of contracts that are a covered transaction under Subpart B of 2 CFR Part 180 and 2 CFR Part 3485. Bidders may access the Excluded Parties List System at [www.sam.gov](http://www.sam.gov).

**D. CONFLICT OF INTEREST**

1. The Contractor agrees to certify that District employees, School Board members, or a member of their household are not in conflict of interest with the contract and Board Policy 3311, Administrative Regulation 3311.1(e).1.
2. Board Members, District employees, and their household and/or immediate family members are required to comply with Board Policy 3311, Administrative Regulation 3311.1(e).1 and the Municipal Ethics Code by disclosing conflicts of interest. The responsibility for complete and timely filing rests solely with the Board Member or District employee.

Note: *Notice of Intent to Respond to Public Solicitation* shall be filed with the Municipal Clerk’s office in advance to allow a minimum of seven (7) calendar days to elapse between electronic publication by the clerk and the final date for submitting a response to the solicitation. The form may be obtained from the Municipality of Anchorage website, [www.muni.org/](http://www.muni.org/).

District *Disclosure* and *Request for Waiver* forms and instructions may be obtained from the District’s Purchasing Department webpages, <https://www.asdk12.org/Page/8014>.

**E. FIRM BID**

Bids made in response to this ITB must be good and firm for a period of 120 calendar days from the date specified for submittal of bids.

**F. WITHDRAWAL OF BIDS**

Bids may be withdrawn on written request delivered to the District Purchasing Senior Director (email is acceptable) only prior to the time specified for submittal.

**G. MODIFICATION OF BIDS**

Bid modifications requested in person, via fax, or via email for bids already submitted will be considered if received prior to the due date and time as indicated on the Notice/Cover Page of this ITB. Hand delivered, faxed, or emailed bid modifications shall not reveal the amount of the original or revised bid unit price(s) and/or total price(s), but rather should indicate only the dollar amount of increase or decrease of the unit price(s) and or total prices(s). Bid modifications must be signed by an authorized representative of the bidder. It is the responsibility of the bidder to ensure delivery of any bid modifications prior to the due date and time for bid submission. Bid modifications received after the due date and time for submissions will NOT be considered. Bidders are encouraged to ensure that the District has received any bid modifications prior to the bid opening.

**H. AVAILABILITY OF FUNDS**

Awards are contingent upon the availability of funds.

**I. FEDERAL EXCISE TAXES**

The District is exempt from Federal Excise Taxes. An Exemption Certificate will be furnished when required.

**J. QUESTIONS; METHOD FOR CLARIFICATION**

Any bidder in doubt as to the true meaning of any part of this ITB may submit to the District a written request for an interpretation thereof. Questions must be received by the District's Purchasing Department no later than seven (7) calendar days prior to the date set for the submission of bids. Oral questions cannot be answered and are not binding for this ITB. Questions can be submitted as follows:

Reference: ITB 2025-519 Winter Aggregate & Road Salt  
Email: [purchasing@asdk12.org](mailto:purchasing@asdk12.org)  
[OR Fax: Anchorage School District Purchasing Department, 907-243-6293]  
Attn: Lisa Young, Purchasing Agent

Two types of questions generally arise. One may be answered by directing the bidder to a specific section of the ITB. These questions may be answered by direct communication to the bidder submitting the question. Questions which, in the opinion of the Purchasing Senior Director, require a more detailed or complex reply, or require an answer that may affect responses to this ITB or may be prejudicial to other prospective bidders, will be answered by issuing an addendum prior to the bid opening.

**K. SUBMISSION OF BIDS**

1. Complete sealed bids MUST be in the office of the Purchasing Department, Anchorage School District, 4919 Van Buren Street, Anchorage, Alaska prior to the time and date stated on the Cover Page of this ITB.

At the submittal deadline, the bids may be opened and publicly read in the conference room of the District's Purchasing Department. It is the responsibility of the bidder to ensure that their complete bid and acknowledgement of subsequent addenda, if any, are in the office of the Purchasing Department prior to the time of the scheduled bid opening.

2. Bidders are cautioned that bids which arrive after the time of the scheduled bid opening will not be considered and will be returned unopened.
3. Bidders should be aware addenda could be issued after the pre-bid conference is held. It is the bidder's responsibility to ascertain if addenda have been issued by checking the District's Purchasing website: [www.asdk12.org/depts/purchasing/](http://www.asdk12.org/depts/purchasing/).
4. No oral change or interpretation of the provisions contained in this ITB is valid. Written addenda may be issued when changes, clarifications, or amendments to bid document are deemed necessary by the District.
5. If mailed, bids shall be addressed as follows:

Anchorage School District  
Purchasing Department  
4919 Van Buren Street  
Anchorage, AK 99517-3137

6. Bids **MUST** be in **SEALED** envelopes with the outside of the envelope clearly marked with bidder's name, address, and phone number and as follows:

BID: **ITB 2025-519 Winter Aggregate & Road Salt**  
DUE: **Prior to 10:00 a.m., Local Time, May 29, 2025**

7. **The District will not accept bid responses via fax or email.** Email and faxes are available for informational inquiries only. ITB responses received via fax or email will be considered non-responsive; however, modifications to original bids and addenda, (including signature) may be emailed, faxed, or delivered in person.
8. The District reserves the right to make awards within 120 calendar days from the date bids are due.
9. All bids shall be submitted on the attached Signature Page (Attachment A) and Bid Form (Attachment C) in the spaces indicated and must comply with these instructions.
10. The Signature Page (Attachment A) and Bid Form (Attachment C) must be completed and signed by an authorized representative of the firm submitting the bid. Additional information requested in this ITB shall be submitted as indicated on the Bidder's Checklist.
11. The District reserves the right to accept or reject any and all bids and to waive irregularities.

#### **L. BID CONSIDERATION**

Factors that may be considered in evaluating bids in addition to price will include:

1. The ability, capacity and skill of the bidder to perform the contract;
2. Whether the bidder can perform the contract within the time specified without delay or interference;

3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
4. The quality of performance by the bidder on previous contracts;
5. Previous compliance by the bidder with laws and regulations relating to the contract.

**M. RIGHT OF REJECTION, CLARIFICATION, AND CANCELLATION**

The District reserves the right to reject any and all bids, to request clarification of information from any bidder and to waive irregularities in the bid procedures. The District is not obligated to enter into a contract on the basis of any bid submitted in response to this ITB. The District reserves the right, at its sole discretion, to cancel this ITB or any part thereof, at any time, prior to the award of contract under this ITB.

**N. REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final selection, bidders may be required to submit additional information, which the District may deem necessary to further evaluate the bidder's submission. Responses are due within three (3) calendar days of request by the District.

**O. DISTRICT NOT RESPONSIBLE FOR PREPARATION COSTS**

The District will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid. The District shall not be liable for any cost incurred by a bidder in responding to this solicitation or incurred for any work done, even in good faith, prior to execution of a contract and issuance of a notice to proceed, including but not limited to: bid preparation costs and other costs, including attorney fees associated with any challenge (administrative, judicial or otherwise) to the determination of the lowest responsive, responsible bidder and/or award of contract and/or rejection of bids. By submitting a bid, each bidder agrees to be bound in this respect and waives all claims to such costs and fees.

**P. PROTEST AND APPEAL PROCESS FOR AGGRIEVED BIDDERS/PROPOSERS**

1. Protest
  - a. An interested party may protest a solicitation or a proposed award of a contract.
    - i) A protest as to the specifications and/or terms and conditions of a solicitation must be received by the Purchasing Senior Director at least five (5) calendar days prior to the due date of the bid or proposal; failure to protest as provided herein constitutes a waiver of any objection to the solicitation.
    - ii) For construction projects and architectural/engineering design services, the protest of a proposed award of a contract must be received by the Purchasing Senior Director within ten (10) calendar days after issuance of the notice of intent to award, except that for purchases under one hundred thousand dollars (\$100,000), the protest must be received within three (3) business days.
    - iii) For goods or services, the protest of a proposed award of a contract must be received by the Purchasing Senior Director within seven (7) calendar days after issuance of the notice of intent to award, except that for purchases under one hundred thousand dollars (\$100,000), the protest must be received within three (3) business days.
    - iv) The protest must include the name of the person submitting the protest, the name of the bidder/proposer represented by that person, the specific action or bid/request for proposal

contract award which is being protested, a detailed explanation of the reasons for the protest, and the relief requested.

- v) The aggrieved person must serve all other interested parties with its protest.
- b. The Purchasing Senior Director shall stay the intended award of a contract unless the Purchasing Senior Director determines the award of the contract without further delay is necessary to protect the District's best interest. The Purchasing Senior Director may, in his/her sole discretion, hold a hearing.
- c. The rights and remedies granted by this section are not available for informal small purchases with an actual or potential value of less than twenty-five thousand dollars (\$25,000). Failure to protest as provided herein constitutes a waiver of any objection to the solicitation and contract award.

## 2. Appeal

- a. A decision by the Purchasing Senior Director may be appealed to the Anchorage School Board. Any appeal shall be filed with the Superintendent within five (5) days after the decision is received by the protester and must include the name of the person submitting the appeal, the name of the bidder/proposer represented by that person, and a detailed explanation of the basis for the appeal. The aggrieved bidder/proposer must serve all other interested parties with its appeal. Emergency Contract Awards are not appealable.
- b. The Superintendent may obtain an independent review of the appeal issues if the Superintendent determines such review will assist consideration of the appeal. The independent review shall be conducted by a not directly involved District employee or an experienced but disinterested third party from outside the District.
- c. Failure to appeal to the Anchorage School Board as provided herein constitutes a waiver of any objections to the solicitation and the contract award.

## 3. Consideration of Appeal

- a. The decision being appealed and the findings from the independent review, if any, will be reported to the Board. Upon consideration of the appeal and allowing interested parties an opportunity to address the issues on appeal, the Board may:
  - i) Award the contract as recommended, if applicable, indicating its reasons for rejecting the appeal;
  - ii) Grant the appeal, indicating its reasons for granting the appeal, and determine an appropriate remedy consistent with Board policy. The Board may award the contract at that meeting to some other bidder/proposer if it finds that a delay in making the award would adversely affect the District;
  - iii) Stay any award of the contract to permit further consideration of the appeal, with action to be scheduled as soon as practicable, but in no event more than twenty (20) days after the stay as initiated;
  - iv) Reject all bids/proposals in accordance with Board Policy 3311, Administrative Regulation 3311.1(a).13;
  - v) Take such other action as appears appropriate and in the best interest of the District under the circumstances, in accordance with Board policy.

4. Frivolous Protests

- a. The signature of an attorney or party on a request for review, protest, motion, or other document constitutes a certificate by the signer that the signer has read the document, to the best of his/her knowledge, information, and belief formed after reasonable inquiry it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for an improper purpose, such as to harass, limit competition, or to cause unnecessary delay or needless increase in the cost of the procurement or of the litigation.
- b. If a request for review, protest, pleading, motion, or other document filed with the Purchasing Senior Director is signed in violation of the paragraph above, the Board, may impose upon the person who signed it, a represented party, or both, an appropriate sanction, that may include an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the protest, pleading, motion, or other paper, including a reasonable attorney's fee.

**Q. PUBLIC RECORDS CLAUSE**

This ITB and the resulting bids received, together with copies of all documents pertaining to the award of a contract, will be kept by the Purchasing Department and made part of the record which will be open to public inspection. If a bid contains any information which is proprietary or confidential, each page of the bid containing such information must be clearly marked. Cost or price information will be open to public inspection.

**R. CONTRACT**

The contract(s) between the District and the successful bidder shall consist of (1) the Purchase Order, (2) the ITB and any addenda thereto, and (3) the bid submitted by the bidder in response to the ITB. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the ITB shall govern; however, the District reserves the right to clarify any contractual relationship in writing with the concurrence of the bidder, and such written clarification shall govern in case of conflict with the applicable requirements stated in the ITB or the bidder's bid. In all other matters not affected by the written clarification, if any, the ITB shall govern.

**END OF SECTION I**

**SECTION II**  
**ADDITIONAL PROVISIONS**

- A. SEX OFFENDER/CHILD KIDNAPPER CERTIFICATION - NOT APPLICABLE TO SOLICITATION/CONTRACT**
- B. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT - NOT APPLICABLE TO SOLICITATION/CONTRACT**
- C. CERTIFICATION OF RESTRICTIONS ON LOBBYING - NOT APPLICABLE TO SOLICITATION**
- D. NONDISCRIMINATION**

1. No bidder on any District contract shall illegally discriminate on the basis of race; color; gender; sex (including pregnancy); national origin; age; marital status; political or religious beliefs; physical or mental disabilities; genetic information; family, social, or cultural background; sexual orientation; veteran status; or any other classification set forth in federal, state, or municipality of Anchorage law relating to equal employment opportunity.
2. The submission of a bid or proposal constitutes certification that if awarded a contract with the District, the bidder or bidders shall fully comply with the requirements of paragraph 1. above. This section of the Additional Provisions shall be deemed a part of the contract entered into by the successful bidder.
3. The successful Bidder shall post in conspicuous places at its business operations a copy of this section, or notice setting forth the contents of this section, so that employees and job applicants are made aware of the protections against discrimination that this section provides.
4. Minority Business Enterprises:

The District requires adherence to the Anchorage Municipal Code, relating to Minority Business Enterprises and will monitor and implement these policies through the District's Equal Employment Opportunity Director (EEO).

- a. It is the policy of the District that socially and economically disadvantaged minority businesses located within the Municipality of Anchorage be afforded an equitable opportunity to participate in District contracts.
- b. Any appeal from a decision of the Equal Employment Opportunity Director shall be to the Superintendent and, if not satisfied, to the Board.

**E. INDEMNIFICATION**

The contractor shall indemnify, defend, and hold harmless the District from and against any and all claims of, or liability for, error, omission or negligent act of the contractor under the contract or in any way arising from the contractor's performance of the work under the contract, breach of warranties set forth in the contract, or from any defect in equipment furnished by the contractor. The contractor shall not be required to indemnify the District for a claim of, or liability for, the independent negligence of the District. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the District, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "District," as used within this Section, including the board members, officers, employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent

negligence" is negligence other than in the District's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

**F. HOLD HARMLESS**

Bidders shall defend and hold the District, its officers, employees, agents and insurers harmless from any and all claims arising from the use or consumption of product provided by bidder unless bidder can establish that such claims arise from the District's improper handling, storage, or use of the product.

**G. PROTECTION OF PROPERTY**

The contractor assumes full responsibility for and shall indemnify the District for any loss or damage to any District property, resulting in whole or in part from the negligent acts or omissions of the contractor, or any employee, agent or representative of the contractor.

**H. ALASKA BUSINESS LICENSE**

The selected bidder must provide the District with the bidder's Alaska business license number prior to award. Bidders should contact the State of Alaska; Department of Commerce, Community and Economic Development; Division of Corporations, Business & Professional Licensing, for information regarding business licensing. Contact information, information regarding business licensing, and business licenses, is available at <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx>.

**I. LOCAL PREFERENCE**

Contracts shall be awarded by written notice issued by the Purchasing Director to the lowest responsive, responsible bidder; however, some preferences may be given to local bidders using the sliding scale in Board Policy 3311, Administrative Regulation 3311.1(a).1, when funds are available and such preference is not prohibited by the funding source. Local preference may be applied to any District procurement which utilizes cost as an evaluation criteria.

**J. BRAND - NOT APPLICABLE TO SOLICITATION/CONTRACT**

**K. QUANTITIES; CONTRACT VOLUME**

The items and quantities shown are in no way indicative of the actual items or quantities the District may purchase. The items and quantities listed are for evaluation purposes only. The District expects, but does not guarantee to purchase the quantities listed. The estimated quantities are based on historical data and are subject to change due to several factors, including availability of funding and District priorities.

**L. PRICING AND PAYMENT**

1. All prices shall be net and FOB Destination. In the case of discrepancy in the extended price calculation(s), the unit price(s) will prevail.
2. Payment will be made within 30 days after acceptance by the District. The District reserves the right to exercise a 10 day inspection period upon receipt, prior to acceptance. The District will provide notification(s), in writing, of any product not meeting the specifications contained herein. Any product determined to not meet the required specifications will be returned to the successful bidder, at no additional cost to the District and/or replaced with a product which meets or exceeds the required specifications. A successful bidder's failure to furnish a product that does not meet or exceed the required specification may

be found in default, and their award may be cancelled in part or in whole, as determined by the District. Official acceptance shall be determined after an inspection of the product.

3. All prices shall be stated in U.S. dollars.

**M. PROMPT PAYMENT DISCOUNTS - NOT APPLICABLE TO SOLICITATION/CONTRACT**

**N. PROCUREMENT CARD PAYMENT - NOT APPLICABLE TO SOLICITATION/CONTRACT**

**O. REBATES - NOT APPLICABLE TO SOLICITATION/CONTRACT**

**P. DELIVERY REQUIREMENTS**

1. Delivery of all items shall be according to the delivery time as stated by the bidder on the Bid Form. Any undelivered item(s) may be cancelled. Bidders shall state in their bid the anticipated delivery time after receipt of order. The time of anticipated delivery must be stated in definite terms.
2. All deliveries shall be FOB Destination – Maintenance/Operations, 1301 Labar Street, Anchorage AK 99515 and labeled as follows:

Shipper's Name: \_\_\_\_\_  
Purchase Order Number: \_\_\_\_\_  
Carton Number: \_\_\_\_\_ of \_\_\_\_\_

**Cartons not conforming to the above labeling requirement may delay receiving and payment by the District.**

3. Orders must be shipped as available until complete.
4. All shipments shall be packaged to safeguard the property from damage. Any shipments delivered in a van/container must be clearly marked with the appropriate District purchase order number and palletized and wrapped/banded. Material must be stacked with not less than one (1) foot of space between the top of the cartons and the ceiling of the van/container.
5. It is the responsibility of the vendor to ensure that all drop shipments from any and all manufacturers, distributors, and others, are clearly marked with the appropriate District purchase order number, vendor's name and cart number(s) (for example, 1 of 4).
6. Shipments not conforming to the above requirements may, at the sole discretion of the District, result in delay of receipt and payment.

**Q. WARRANTY - NOT APPLICABLE TO SOLICITATION/CONTRACT**

**R. COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, and local laws, rules, and regulations."

**S. OCCUPATIONAL SAFETY AND HEALTH WARRANTY**

Bidder, if awarded a contract, warrants that the products sold or services rendered to the District shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational

Safety and Health Act of 1970 (29 U.S.C. 651, pl 91-596). In the event the product sold does not conform to the OSHA standards and/or regulations, the buyer may return the product for correction or replacement at seller's option and at the seller's expense. Services performed by the seller which do not conform to the OSHA standards and/or regulations must be corrected by seller at seller's expense or by buyer at seller's expense in the event seller fails to make the appropriate correction within a reasonable time.

**T. ASSIGNMENT**

The successful bidder(s) shall not sell, assign, transfer or convey any contract resulting from this ITB, in whole or in part, without the prior written consent of the District.

**U. CONTRACT TERM - NOT APPLICABLE TO SOLICITATION/CONTRACT**

**V. TERMINATION FOR CONVENIENCE**

The District, by written notice to contractor, may terminate this contract, in whole or in part, when it is in the District's interest. If this contract is terminated, the District shall be liable only for payment for acceptable services and performance rendered before the effective date of termination, and the contract total price will be adjusted accordingly.

**W. TERMINATION FOR DEFAULT**

1. The District may, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:
  - a. If the contractor fails to make delivery of the work products or to perform the services within the time specified herein or any extension thereof; or
  - b. If the contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within the period specified by the District after receipt of notice from the District specifying such failure.
2. In the event District terminates this contract in whole or in part as provided in subsection 1.a. of this provision, the District may procure, upon such terms and in such manner as the District may deem appropriate, work products or services similar to those so terminated, and the contractor shall be liable to the District for any excess costs for such similar work products or services; provided, that the contractor shall continue the performance of this contract to the extent not terminated under this provision.
3. If this contract is terminated as provided in subsection 1.a. of this provision, the District, in addition to any other rights provided in this provision, may require the contractor to transfer title and deliver to the District, in the manner and to the extent directed by the District, such completed and partially completed reports, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights and any other work product as the contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the contractor shall, upon direction of the District, protect and preserve the property in possession of the contractor in which the District has an interest. Payment for completed work and work products delivered to and accepted by the District shall be at the contract price. Payment for partially completed work and work products delivered to and accepted by the District shall be in an amount agreed upon by the contractor and the District, and failure to agree to such amount shall be a dispute which shall be resolved under the Disputes clause of this contract.

4. The rights and remedies of the District provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
5. If after termination for failure of the contractor to fulfill its contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, or that such failure was excusable under criteria set forth herein, the termination shall be deemed to have been for the convenience of the District. In such event, settlement costs and the contract price may be adjusted as provided in the Termination for Convenience provision of this contract.

## **X. DISPUTES**

The contract and any disputes arising out of the contract shall be governed by the laws of the State of Alaska. The parties agree that any appeal of an administrative decision or any original action to enforce any provision of the contract, or to obtain relief from or remedy in connection with the contract, may be brought only in the federal district court for the District of Alaska or the state courts for the Third Judicial District, State of Alaska, at Anchorage.

**END OF SECTION II**

**SECTION III**  
**SPECIFICATIONS**

**A. WINTER AGGREGATE**

Road Aggregate Specified as Follows: Aggregate shall consist of washed sand and gravel and shall be sound, durable, free of adherent coatings of clay, dirt, dust, and any other objectionable matter and shall have a percentage of wear not-to-exceed 30 after 500 revolutions, as determined by ASTM C-131.

Aggregate graduation shall conform to the following grading limits:

<u>Sieve Size</u>	<u>Cumulative Percent Passing by Weight</u>
3/8"	100
No. 4	70-100
No. 8	0-35
No. 16	0-10
No. 30	0-5
No. 200	0-1

**B. ROAD SALT**

Road salt, Sodium Chloride (NaCl), type 1, bulk 95% minimum NaCl composition, includes anti-caking agent Yellow Prussiate of Soda (YPS), maximum moisture content not to exceed 3% total weight based on dry weight at time of delivery. To include delivery to Anchorage School District site by side dump or end dump with pups.

**C. DELIVERY REQUIREMENTS**

1. The Contractor shall be required to deliver as specified and ordered F.O.B. Destination quantities to the following addresses:

Winter Aggregate:

- a) 1,500 tons to be delivered to Anchorage School District, Maintenance/Operations Department, 1301 Labar Street, Anchorage, AK 99515.
- b) 1,200 tons to be delivered to Chugiak High School, 16525 S. Birchwood Loop Road, Chugiak, AK 99567.

Road Salt:

- a) 95 tons to be delivered to Anchorage School District, Maintenance/Operations Department, 1301 Labar Street, Anchorage, AK 99515.
- b) 60 tons to be delivered to Chugiak High School, 16525 S. Birchwood Loop Road, Chugiak, AK 99567.

Delivery of Road Salt to be completed no later than September 25, 2025.

Delivery of Winter Aggregate to be delivered between October 6-10, 2025

Coordinate deliveries in advance with Brad Theisen, Supervisor/Maintenance, Email [theisen\\_bradley@asdk12.org](mailto:theisen_bradley@asdk12.org) or phone 907-301-4775.

2. Sample inspection will be necessary from the apparent low offeror.

3. This is a one-time purchase for furnish and delivery.
4. Items shall be delivered with end dumps with pups or side dumps.
5. In case of discrepancy between the unit price and the extended price calculation, the unit price shall prevail.

**END OF SECTION III**

**ATTACHMENT A**  
**SIGNATURE PAGE**

**This form must be returned with the submission/bid.**

---

We the undersigned, in accordance with ITB 2025-519 Winter Aggregate & Road Salt, hereby submit our bid.

---

Addendum Number(s) \_\_\_\_\_ is/are hereby acknowledged.

---

FOR BIDDERS USE ONLY  
PLEASE COMPLETE ALL APPROPRIATE INFORMATION

---

Date: \_\_\_\_\_

Bidder: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Physical Business Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

Federal Tax ID No.: \_\_\_\_\_ Alaska Business License No.: \_\_\_\_\_

Bidder Signature: \_\_\_\_\_

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

Printed Title: \_\_\_\_\_

**ATTACHMENT B**  
**BIDDER'S CHECKLIST**

**INSTRUCTIONS**

**A. GENERAL**

Bidders are advised that, notwithstanding any instructions or implications elsewhere in this ITB, only the documents shown and detailed on this Checklist need to 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 that failure to submit the documents shown and detailed on this Checklist may be justification for rendering the bid non-responsive.

**B. REQUIRED DOCUMENTS FOR BID SUBMISSION**

1. Attachment A, Signature Page (consisting of 1 page) must be signed with either manual or electronic signature.
2. Attachment C, Bid Form (consisting of 1 pages).
3. Erasures and/or other corrections made to the Bid Form must be initialed by the person signing the bid.
4. All addenda issued shall be acknowledged by manually or electronically signing each addendum and submitting prior to the bid opening, or by indicating acknowledgement in the space provided on the Signature Page - Attachment A.

**C. REQUIRED DOCUMENTS FROM APPARENT LOW BIDDER TO BE SUBMITTED WITHIN THREE (3) CALENDAR DAYS FROM NOTIFICATION BY THE PURCHASING DEPARTMENT**

\_\_\_Any other information deemed necessary by the Purchasing Senior Director or their designee.

**ATTACHMENT C**  
**BID FORM**

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	2,700	Tons	Winter Aggregate Consisting of Washed Sand and Gravel, and shall be sound, durable, free of adherent coatings of clay, dirt, dust, and any other objectionable matter. Delivered between October 6-10, 2025.	\$_____	\$_____
2	155	Tons	Road Salt, Sodium Chloride (NaCl) which includes anti-caking agent Yellow Prussiate of Soda (YPS). Delivered by September 25, 2025.	\$_____	\$_____

Vendor\_\_\_\_\_