INVITATION TO BID

PURCHASE OF CALCIUM CHLORIDE – SUMMER 2016

The Kenai Peninsula Borough Road Service Area hereby invites qualified vendors to submit a firm price for acceptance by the Borough to purchase the following for dust control on gravel roads:

*** Estimated 1,000,000 pounds of Anhydrous Calcium Chloride, 94-97% mini pellets, industrial grade. Delivery must be made in no less than 2,000 pound bags and no more than 2,700 pound bags.

*** The product must be palletized and delivered via flatbed trailers.

*** All prices quoted must be delivered F.O.B. Kenai Peninsula no earlier than May 1, 2016 and no later than May 31, 2016. Estimated quantities to KPB locations are as follows: Soldotna 615,000 pounds; Kenai 200,000 pounds; Homer 150,000 pounds; Seward 35,000 pounds.

Bid documents may be obtained beginning September 18, 2015 at the Kenai Peninsula Borough Road Service Area office, 47140 East Poppy Lane, Soldotna, Alaska 99669 (907) 262-4427. Bid documents may also be downloaded from the web at: http://purchasing.borough.kenai.ak.us/Opportunities.aspx

One (1) complete set of the bid package is to be submitted to the Kenai Peninsula Borough, Purchasing and Contracting Department, 144 N. Binkley Street, Soldotna, Alaska 99669. These forms must be enclosed in a sealed envelope with the bidder's name on the outside and clearly marked:

BID: Purchase of Calcium Chloride – Summer 2016
DUE DATE: October 1, 2015, no later than 2:00 PM

Kenai Peninsula Borough

Publish:
Peninsula Clarion September 18, 21 & 23, 2015
Alaska Dispatch September 21 & 23, 2015
KENAI PENINSULA BOROUGH
PURCHASE OF CALCIUM CHLORIDE – SUMMER 2016

INSTRUCTIONS TO BIDDERS

1.0 COMPLIANCE OR DEVIATION TO SPECIFICATIONS

Bidder hereby agrees that the material offered will meet all the requirements of the specifications in this solicitation unless deviations have been deemed acceptable by owner. Request for exceptions must be submitted during the question and answer period of this Invitation to Bid (see Section 6.0). An explanation must be made for each item in which the exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement may be considered non-responsive. The Kenai Peninsula Borough will be the sole judge of whether an alternative product is equivalent or superior to the listed product.

2.0 FEDERAL EXCISE TAXES

The Kenai Peninsula Borough is exempt from Federal Excise Taxes.

3.0 PRICING

All prices quoted shall be net, and must be F.O.B. Soldotna, Kenai, Homer & Seward, Alaska.

4.0 GENERAL REQUIREMENTS/SPECIFICATIONS

- Bids shall be for delivery of approximately 1,000,000 pounds of calcium chloride, described as Anhydrous Calcium Chloride 94-97% mini pellets, industrial grade, and must be in no less than 2,000 pound bags and no more than 2,700 pound bags. The mini pellets must meet the classification of Anhydrous Calcium Chloride Type S, Grade 3, Class B according to the ASTM D-98 and AASHTO M 144 requirement for calcium chloride purity. Please submit with bid a Material Safety Data Sheet and Manufacturer Product Information including General Product Description, Chemical Properties, Physical Properties, Applications and Safety and Handling. Calcium Chloride must be delivered on palletized 4” boards, minimum 3 ½”, for purpose of unloading utilizing fork lifts.

- It is imperative the quality of the calcium chloride be of the highest quality. Delivered product must be free of all foreign material. Calcium Chloride must be protected from the elements (i.e. weather). In an effort to minimize friction of the product in shipment the Borough requests slip sheets be utilized between the pallet and bags of Calcium Chloride.

- To the extent the product is found to be damaged and/or a substandard product the Borough reserves the right to assess damages.

Delivery of material must be F.O.B. (freight on board) Kenai Peninsula Borough at these locations: Soldotna, Kenai, Homer, and Seward.

Estimated quantities to be delivered to these staging locations are as follows:
<table>
<thead>
<tr>
<th>F.O.B. POINT</th>
<th>ESTIMATED POUNDS</th>
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<tbody>
<tr>
<td>Soldotna, Alaska, 99669</td>
<td>615,000</td>
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<tr>
<td>Kenai, Alaska, 99611</td>
<td>200,000</td>
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</tr>
<tr>
<td>Seward, Alaska, 99664</td>
<td>35,000</td>
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</tbody>
</table>

Complete delivery of material will be required no earlier than May 1, 2016 and no later than May 31, 2016. Small percentage of quantities may vary on a per location basis at the Owner’s discretion. Point of delivery locations will be available no later than January 5, 2016.

5.0 LOCAL PREFERENCE

A 5% local preference policy has been established and may be applied to all purchases under $50,000. A local business is defined as any business or company having a physical presence in the borough, registered in the borough to collect sales tax, and locally provides the products and services sought.

6.0 INTERPRETATION OF BID DOCUMENTS

Bidders shall notify the Purchasing and Contracting Director promptly of any error, omission, or inconsistency that may be discovered during examination of the Bid Documents and the proposed work site. Requests from Bidders for interpretation or clarification of the Bid Documents shall be made in writing to the Purchasing and Contracting Director and shall arrive no later than close of business September 23, 2015. Questions may be faxed to (907) 714-2373 or emailed to purchasing@kpb.us. The subject line of the email should read, “Questions: Purchase of Calcium Chloride – Summer 2016.”

Oral questions may be presented at a pre-bid conference if one is provided for in the Bid Documents. Interpretations, corrections, or changes, if any, to the Bid Documents shall be made by Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the pre-bid conference. Interpretations, corrections, and changes shall not be binding unless included in an Addendum. All Addenda issued during the time of bidding shall become part of the Agreement Documents. Questions or requests for clarifications shall be directed to the Borough’s Purchasing and Contracting Director. Questions or requests for clarification directed to any other member of the Borough staff may be grounds for rejection of bid as being irregular. Only written interpretations or corrections by addendum shall be binding, and no other forms of interpretation or correction will be binding on the Borough.

It is the Bidder’s sole responsibility to ascertain that they have received all Addenda issued by the Purchasing and Contracting Director. Addenda will be issued electronically and/or by facsimile. All Addenda must be acknowledged in the space provided on the Bid Form. If no Addendum has been issued, leave blank or write or type "N/A" on the Bid Form in the space provided.
7.0 PREPARATION AND SUBMISSION OF BIDS

- Bids must be received by no later than the time and at the place stated in the Invitation to Bid (144 N Binkley Street, Soldotna, Alaska 99669).

- Bids must be submitted on bid form furnished. Bids must be completed in ink or by typewriter, and must be manually signed by an authorized person. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change in ink.

- Bids shall specify a unit or lump sum price, typed or written in ink in figures, for each bid item called for. In case of error in the extension of prices, the unit price will govern. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, qualified bids, or irregularities of any kind.

- It is expressly agreed that the quantities show in the Bid For, whether for a “Unit Price Bid: or in connection with a “Lump Sum Bid” given under the heading “Bid Form” are approximate only for use as a basis for comparison of Bids and are not to be taken to be either representation or warranties.

- One (1) complete set of the bid package (which shall include the Bid Form, completed Tax Compliance Certificate, Material Safety Data Sheet, and any other required documentation) shall be completely sealed in an envelope clearly marked with the Bidder’s company name and the following:

  Bids for:  Purchase of Calcium Chloride – Summer 2016
  Due Date:  October 1, 2015, no later than 2:00 p.m.

- Bids received without all the required documents may be considered non-responsive. Bids received after the closing time will be considered non-responsive and will not be opened.

- No responsibility shall be attached to the owner for the premature opening of, or the failure to open a bid not properly addressed and identified.

- Please note that overnight delivery from the lower 48 states is generally not available. Bidders should anticipate a minimum of two to three days delivery time for express, priority or expedited delivery services.

8.0 MODIFICATION OF BIDS

Bid modifications will be accepted by the Purchaser, and binding upon the Bidder, where the modification:

- Is received by the Purchaser at the place designated for submission of bids prior to the deadline.

- Is sealed in an envelope clearly stating "Bid Modification", the name of the project, and
the Bidder's company name.

- Is signed by the same individual who signed the original bid.

Should there be more than one bid modification from a Bidder, the last modification received prior to the deadline shall be opened and applied to the bid. All earlier modifications shall be returned to the Bidder unopened.

Any modification, which fails to meet any requirement of this section, shall be rejected and the bid shall be considered as if no modification had been attempted.

9.0 WITHDRAWAL OF BID

At any time prior to the scheduled closing time for receipt of bids, any bidder may withdraw his bid, either personally or by written request.

After the scheduled closing time for receipt of bids, no bidder will be permitted to withdraw their bid unless Notice of Award is delayed for a period exceeding thirty (30) days.

A bid may not be withdrawn after opening without the written consent of the Borough.

10.0 ACCEPTANCE - REJECTION OF BIDS

The Borough reserves the right to reject any or all bids, to waive minor irregularities in any bids or in the bidding procedure, and to accept any bid presented which meets or exceeds these specifications and which is deemed to be in the best interest of the Borough. However, the requirements for timeliness and manual signatures shall not be waived. The Purchaser is not obligated to accept the lowest bid and is not responsible for bid preparation costs.

11.0 AWARD OF BID

It is the intent of the Borough to award to the lowest, qualified, responsive and responsible bidder. The award will be made based on the total extended price per pound of the commodity being sought.

If any Bidder has interest in more than one (1) bid, all bids in which such Bidder has interest shall be rejected.

12.0 CONTRACTS

The Borough shall provide a purchase order to the successful bidder. The completed bid including all documents that are included by reference (which shall include the instruction to bidders, the specifications, and the bid proposal) shall be considered as part of the issued purchase order.

13.0 PAYMENTS

The successful bidder shall invoice the Borough after the product is delivered to the designated areas. Payment shall be made within 30 calendar days from receipt of an approved invoice. Invoices must be submitted to:
14.0. CHOICE OF LAW AND JURISDICTION

This contract shall be governed by the laws of the State of Alaska, and any lawsuit brought thereon shall be filed and prosecuted in the Third Judicial District at Kenai, Alaska.

15.0 CONFLICTS OF INTERESTS

No member of the governing body of the Kenai Peninsula Borough or other officer, employee or agent of the Borough who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interests, direct or indirect, in any ensuing contract as a result of this Invitation to Bid, **without first disclosing his/her potential conflict, by submitting a letter to the Borough Clerk’s Office establishing their “intent to do business with the Borough” (KPB 2.58.050).** The contractor for itself and its principal employees, officers, agents, directors or shareholders covenants that neither the contractor nor any of the listed classes of individuals has nor shall acquire any interest, direct or indirect, in the project, direct or indirect, to which the contract pertains which would conflict in any manner or degree with the performance of its work hereunder. The selected bidder further covenants that in its performance of the contract no person having such interest shall be employed, **without first disclosing his/her potential conflict.**

16.0 APPEALS PROCESS

A bidder adversely affected by the provisions of Chapter 5.28 of the KPB Code, or regulations promulgated hereunder, or by any acts of the Borough in connection with the award of this contract may file a bid protest personally received at the office of the Borough Purchasing and Contracting Director within three (3) business days after the notice of Intent to Award is provided. This appeal must comply with the requirements of KPB 5.28.320 of the borough code and may be hand delivered, delivered by mail, or by facsimile at (907) 714-2373. A fee of $300 shall be paid to the borough and must be received by the deadline for filing the written appeal. This fee shall be refundable if the appellant prevails in the appeal to the mayor or assembly.
In submitting this bid, we certify that we have examined the bid and specification documents, have received Addenda No.___________, and have included their provisions in our bid. If awarded a contract, we hereby agree to the terms set forth in the bid and specification documents and all addenda identified on this Request for Bid.

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<tr>
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**TOTAL EXTENDED PRICE**

NOTE: The above quantities must be delivered in no less than 2,000 pound bags and no more than 2,700 pound bags. Complete delivery of material will be required no earlier than May 1, 2016 and no later than May 31, 2016. Material Safety Data Sheet and Manufacturer Product Information are required with bid.

Award will be made based on the total extended price per pound of the commodity being sought.

Firm Name

Address

City    State    Zip

Telephone    Fax

Representative    Title

E-mail Address

Signature    Date
**TAX COMPLIANCE CERTIFICATION**

FILL IN ALL INFORMATION REQUESTED, SIGN AND DATE, AND SUBMIT WITH BID OR PROPOSAL

Reason for Certificate: ____________________________ For Dept.: ____________________________

Date Rec’d by Finance: __________ Business Name: ________________________________________

Owner Name(s): ____________________________________________ a. Individual __________________

Business Mailing Address: ____________________________ Fax: ____________________________

Telephone: ____________________________ b. Corporation ____________________________

E-mail: ______________________________________ c. Partnership ____________________________

d. Other ____________________________

As a business or individual, have you ever conducted business or owned real or personal property within the Kenai Peninsula Borough? Yes ____ No ____ (If yes, please supply the following account numbers and sign below. If no, please sign below.)

Kenai Peninsula Borough Code of Ordinances, Chapter 5.28.140, requires that businesses/individuals contracting to do business with the Kenai Peninsula Borough be in compliance with Borough tax provisions. No contract will be awarded to any individual or business who is found to be in violation of the Borough Code of Ordinances in the several areas of taxation.

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<tr>
<th>REAL/PERS/P/PROPERTY ACCOUNTS</th>
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IN COMPLIANCE ____________________________

Kenai Peninsula Borough Finance Dept (Signature Required) ____________________________ Date ____________________________

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<th>SALES TAX ACCOUNTS</th>
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IN COMPLIANCE ____________________________

Kenai Peninsula Borough Sales Tax (Signature Required) ____________________________ Date ____________________________

I, ____________________________, the ____________________________, hereby certify that, to the best of my knowledge, the above information is correct as of ____________________________. ____________________________ (Signature of Applicant - Required)

*** IF ANY BUSINESS IS CONDUCTED OR IS AWARDED A BID WITHIN THE KENAI PENINSULA BOROUGH YOU MUST BE REGISTERED TO COLLECT SALES TAX. THE SALES TAX DEPARTMENT CAN BE REACHED AT (907) 714-2175.***

Revised 1/4/11