

SECTION 60 CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The Contractor shall furnish all materials required to complete the work except those specified to be furnished by the Department. The Contractor shall supply materials that are new and that meet Contract requirements. All manufactured materials shall be delivered and stored in their original containers and shall show the manufacturer's name, brand, and identifying number.

The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited materials specifications. In addition, where an FAA specification for airport lighting equipment is cited in the Plans or Specifications, the Contractor shall furnish such equipment that is certified and listed under AC 150/5345-53, *Airport Lighting Equipment Certification Program*.

The Contractor shall notify the Engineer of proposed sources of materials at least 30 days before shipment, and shall submit to the Engineer and to the Department's State Materials Engineer a complete list of materials to be purchased from suppliers sufficiently in advance of fabrication or shipment to permit the Department to inspect the materials.

The Department's inspectors may inspect any materials, including those originating outside Alaska, at the supply source or other locations. Materials may be conditionally approved at the supply source or other location, but are subject to field inspection and may be ordered removed under Subsection 50-11 if they do not conform to Contract requirements. Inspectors are authorized to reject materials that do not conform to specifications until any issues can be referred to and decided by the Engineer. Inspectors will report their actions to the Engineer.

The Contractor shall submit a manufacturer's certificate of compliance for each item listed on the Material Certification List. The Engineer may authorize the use of materials based on a manufacturer's certificate of compliance, see Subsection 60-05. Materials incorporated into the project on the basis of a manufacturer's certificate of compliance may be tested at any time, whether in place or not, and, if they do not conform to Contract specifications, they may be rejected and ordered removed under Subsection 50-11.

The Engineer may authorize the use of materials listed in the Department's *Qualified Products List*. Materials incorporated into the project on the basis of the *Qualified Products List* may be tested at any time, whether in place or not, and, if they do not conform to Contract specifications, they may be rejected and ordered removed under Subsection 50-11.

The Contractor may request substitution of specified materials with equivalent materials. Requests for substitution shall be submitted to the Engineer, and shall include a manufacturer's statement that certifies, for each lot delivered:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and
- b. Suitability for the use intended in the Contract work.

The Engineer will determine the acceptability of a proposed substitute for use in the project. If a substitute is approved, a Change Order will be executed. The Department is never required to accept substitution. The Contractor shall not incorporate substitute materials into the project without written approval from the Engineer. The Engineer may test substitute materials at any time, whether in place or not, and, if the substitute materials do not meet Contract specifications, they may be rejected and ordered removed under Subsection 50-11.

PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. On projects using federal funds, the Contractor shall comply with the requirements of 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, including any future amendments thereto that are applicable to the project.

By submitting a bid or by execution of the contract, the Contractor certifies that it has not entered into a contract nor extended or renewed a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by:

- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Any entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Contractor further certifies that it has complied with the requirements of 2 CFR 200.216 and that it will continue to do so throughout the term of the Contract.

60-02 MATERIAL SOURCES.

a. General. The Contractor shall:

- (1) Utilize Useable Excavation according to Subsection 40-04 before using material sources listed in Subsection 60-02.d. When there is insufficient useable excavation furnish additional required materials from sources of the Contractor's choice, except that the Contractor shall use a mandatory source when identified in the Contract;
- (2) Produce a sufficient quantity of materials meeting the specifications to complete the project;
- (3) As a subsidiary cost: clear and grub, strip, drill and blast, excavate, crush, sort, blend, screen, wash, stockpile, haul, and rehandle material as needed to produce and deliver the specified product;
- (4) Determine the type of equipment and methods to be used;
- (5) Expect variations in material quality within the deposits, and procure material only from acceptable portions of the deposit, regardless of source ownership; and
- (6) Prevent erosion, sedimentation, and pollution within a materials source.

The Contractor agrees that:

- (7) The costs to explore and develop material sources, including all production effort, are subsidiary to the cost of providing the specified material;
- (8) The Engineer may order the Contractor to procure material only from certain portions of the source and may reject material from other portions of the source that does not conform to the specifications; and
- (9) All material required may not be procurable from any one source and the Contractor may need to change between sources. That contingency is to be factored into the unit bid price for the Contract Item.

b. Inspection and Acceptance. The Contractor shall perform sampling and testing during materials processing and placement according to its Quality Control Plan (Subsection 60-03.a.) and shall obtain acceptable material samples from locations designated within the source.

The Department will sample and test materials to determine the quality of the source, at its expense, as part of its Acceptance Testing (Subsection 60-03.b.). The Department will reject materials when

the samples do not meet specifications. The Department may reject a proposed materials site when samples do not meet specifications.

- c. Awareness Training.** The operator of the Contractor's sand and gravel surface mine or other similar materials source shall provide Site-Specific Hazard Awareness Training in compliance with 30 CFR 46.11 for all the Engineer's personnel before beginning operations. All other workers shall be given training in compliance with 30 CFR 46 before exposure to mine hazards. The training must be offered at each surface mine that will be used to supply processed aggregates. A qualified person must provide the training. The training shall be according to the operator's written training plan approved by the Mine Safety and Health Administration, covering the following items:

- (1) Site-specific health and safety risks;
- (2) Recognition and avoidance of hazards;
- (3) Restricted areas;
- (4) Warning and evacuation signals;
- (5) Evacuation and emergency procedures;
- (6) Other special safety procedures; and
- (7) A site tour.

The Contractor shall require the Engineer's personnel to sign the *Visitor's Log Book* upon completion of the training to indicate that training was provided. Training is a subsidiary cost.

d. Type of Sources.

When there is insufficient Useable Excavation, as defined in Subsection 40-04, the Contractor shall supply additional required material from one or more of the following sources:

- (1) **Contractor-Furnished Sources.** For a material source that is a commercial plant as defined in Subsection 80-01.d.(1) the Contractor shall:
- (a) Acquire the necessary rights and permits to obtain material from a commercial plant;
 - (b) Pay as subsidiary costs all related costs to obtain and use material from the source; and
 - (c) Be solely responsible for the quality and quantity of materials.

For all Contractor-Furnished sources that are not a commercial plant, the Contractor shall:

- (d) Acquire the necessary rights and permits to take materials from the sources including state-owned sources that are not under the Department's control;
- (e) Pay as subsidiary:
 1. all related costs to obtain, develop, and use the sources, including but not limited to permit costs and mineral royalties;
 2. the material costs identified in the Material Sales Agreement you obtain for State owned sources where an existing or draft Material Sales Agreement is not included in the contract; and
 3. the material costs identified in the Material Sales Agreement for material obtained from State owned sources for which an existing or draft Material Sales Agreement is included in the contract;

- (f) Be solely responsible for quality and quantity of materials; and
- (g) Obtain all necessary rights, permits, and plan approvals before clearing or disturbing the ground in the material source. The contractor shall certify in writing to the Engineer that all permits and clearances relating to the use of the material source have been obtained prior to any clearing or ground disturbance in the materials source.

No equitable adjustment or other compensation will be made for any additional costs, including increased length of haul, if the Contractor:

- (h) Chooses to change material sources for any reason;
 - (i) Is unable to produce a sufficient quantity or quality of materials from Contractor-Furnished sources; or
 - (j) Encounters unexpected, unforeseen, or unusual conditions within Contractor-Furnished sources.
- (2) **Mandatory Sources.** The Department may identify material sources in the Contract from which the Contractor is required to take a specified quantity of material. No other source will be permitted for that portion of material unless prior approval is obtained from the Engineer. The Contract will specifically define these sources as Mandatory Sources and define rights and stipulations for each site. The Department will provide a materials report for these sources.

The Contractor acknowledges that samples from within a source may not be representative of the entire source. The Contractor must expect variations of quality and quantity within the source and shall factor that contingency into the unit bid price for the material. No equitable adjustment will be paid for variations encountered within the source.

When using a Mandatory Source, if it is found that the quality or quantity of material producible from the Mandatory Source does not meet project requirements and a change of source is necessary for that reason alone, a Change Order with equitable adjustment will be made.

- (3) **Designated Sources.** The Department may identify material sources in the Contract which are available to the Contractor but which the Contractor is not required to use. The Contract will specifically define these sources as Designated Sources and define rights and stipulations for each site. The Department will provide a materials report for these sources.

The Contractor acknowledges that samples from within a source may not be representative of the entire source. The Contractor must expect variations of quality and quantity within the source and shall factor that contingency into the unit bid price for the material. No equitable adjustment will be paid for variations encountered within the source.

If the Contractor elects to use a Designated Source, and it is found that the quality or quantity of material producible from the Designated Source does not meet project requirements and a change of source is necessary for that reason alone, a Change Order with equitable adjustment will be made. If the Contractor chooses to change between or among sources for any other reason than quantity or quality of material, no equitable adjustment will be paid.

- (4) **Available Sources.** The Department may identify other material sources that are available for use for the project by the Contractor. The Contract will specifically define these sources as Available Sources. The Department makes no guarantee as to quality or quantity of material in Available Sources. The Contractor is responsible for determining the quality and quantity of material, and if additional sources are needed. The Contractor shall be responsible for identifying the rights and stipulations for each site with the owner of the site.

When the Department furnishes copies of existing boring logs, test results, or other data in its possession concerning Available Sources, the Contractor is responsible for determining the

accuracy and completeness of this data, for any assumptions the Contractor makes based on this data, and for exploring all Available Sources to the Contractors satisfaction.

The Department makes no representation, guarantees, or warranty whatsoever, expressed or implied, as to:

- (a) The quality or quantity of materials producible from an Available Source, even if such information is indicated in a Materials Report or Soils Investigation Report;
- (b) Whether boring logs, test results or data reliably represent current existing subsurface conditions;
- (c) Whether interpretations of the boring logs, test results, or other data are correct;
- (d) Whether moisture conditions and indicated water tables vary from those found at the time borings were made;
- (e) Whether the ground at the location of the borings was physically disturbed or altered after the boring was made; and
- (f) The condition, materials, or proportions of the materials between borings, regardless of any subsurface information the Department may make available.

The availability of subsurface information from the Department shall not relieve the Contractor from any risks, or of any duty to make on-site examinations and investigations, or of any other responsibility under the Contract or as may be required by law.

No equitable adjustment will be made if the quality and quantity of material available from an Available Source is not as represented in any information provided by the Department, nor if a change of source is necessary for any other reason whatsoever. The use of Available Sources is entirely at the Contractor's option and the Contractor bears all risk associated with their decision to use an Available Source.

- (5) Excluded Material Sources.** Department owned, managed, or permitted material sources not identified in the Contract are excluded from use for the project. This exclusion does not prevent the Contractor from considering material sources as provided for under Subsection 60-02.d.(1) Contractor-Furnished Sources, nor does it prevent post-award consideration of other material sources as provided under Subsection 40-08.

- e. Rights, Permits and Plan Approvals for Material Sources.** Before disturbing the site of a material source, the Contractor shall acquire and pay for all necessary rights, permits and plan approvals indicated in this subsection and in subsection 70-02. For each material site the Contractor shall:

- (1)** Acquire approval for a Mining and Reclamation Plan (MRP) or receive an exemption, according to AS 27.19. The MRP shall include:
 - (a) Plan and cross-sectional views of the site;
 - (b) Applicable boundaries or property lines;
 - (c) Areas and depths to be developed;
 - (d) Locations of access roads, stripping, sorting, and waste piles, crushing and plant sites, stockpile sites, drainage features, erosion and pollution control features; and
 - (e) Condition the Contractor will leave the site after the materials extraction is completed, including reseeded.

(2) Submit a SWPPP as required by Item P-641.

- f. **Reclamation.** After completing work in a materials source, the Contractor shall finish and grade work areas to a neat, acceptable condition according to the approved MRP. Reclamation of a Contractor-furnished source will be in accord with the Contractor's MRP.

60-03 TESTING AND ACCEPTANCE. Materials are subject to inspection and testing by the Department at any time before, during, or after they are incorporated into the project. Use of untested materials is at the Contractor's risk. The Contractor shall remove and replace unacceptable material according to Subsection 50-11.

- a. **QUALITY CONTROL.** The Contractor is responsible for the quality of construction and materials used in the work. Quality control is process control, and includes all activities that ensure that a product meets Contract specifications. Contractor quality control is subsidiary to the applicable items unless a contract item for Quality Control is established on the bid schedule.

The Contractor shall implement a Quality Control Program in conformance with Section 100, Contractor Quality Control Program.

- b. **ACCEPTANCE TESTING.** The Department has the exclusive right and responsibility for determining the acceptability of the construction and incorporated materials.

The Department will sample materials and perform acceptance tests at its expense. Copies of tests will be furnished to the Contractor upon request. When material is sampled by other than DOT&PF personnel or their agent(s), the sampling must be witnessed by, and possession of the sample immediately transferred to, DOT&PF personnel or their agent(s).

The Contractor shall not rely on the Department's acceptance testing for its quality control. The Department's acceptance testing is not a substitute for the Contractor's quality control. The Engineer may retest materials that have failed the Department's acceptance test, but is not required to do so.

Acceptance sampling and testing frequencies may be located in the Appendix to these Specifications, and are incorporated into the Contract.

60-04 PLANT INSPECTION. The Department may periodically inspect manufacturing methods, manufactured lots and materials at the source of production. The Department may approve, conditionally approve, or reject them.

The Contractor shall:

- a. Notify the Department of the production and fabrication schedule at least 30 days before beginning work on any item requiring inspection, and notify the Department 48 hours before beginning production or fabrication;
- b. Give the inspector full and safe access to all parts of the plant used to manufacture or produce materials; and
- c. Cooperate fully and assist the inspector during the inspection.

Materials may be rejected if the Department requests a plant inspection and the materials are produced or fabricated without a plant inspection. The materials may be tested at any time before final acceptance, whether in place or not and whether approved at a plant inspection or not. If the materials do not meet Contract specifications, they may be rejected and ordered removed under Subsection 50-11. If rejected materials are incorporated into the project, the Department may require those materials to be removed and replaced at the Contractor's expense under Subsection 50-11.

60-05 CERTIFICATES OF COMPLIANCE. The submittal requirements of this subsection are in addition to the submittal requirements of Subsection 60-09 Buy American Steel and Manufactured Products.

The Engineer may authorize the use of certain materials or assemblies based on either a manufacturer's certificate of compliance or based on a Contractor's summary sheet with applicable documentation attached.

- a. If by manufacturer's certification, the certificate must include the project name and number, the signature of the manufacturer, and must include information that clearly demonstrates the material or assembly fully complies with the Contract requirements.
- b. If by Contractor's summary sheet, the summary sheet must include the project name and number, the signature of the contractor, and must include attached documentation that clearly demonstrates the material or assembly fully complies with the Contract requirements.

Electronic submittals that are submitted by email from the Contractor's email account are considered signed.

The Contractor shall submit additional certificates of compliance or test data if required by the Contract or by the Engineer. The Engineer may refuse permission to incorporate materials or products into the project based on a certificate of compliance that does not meet the Contract requirements.

60-06 STORAGE OF MATERIALS. Materials shall be stored to preserve their quality and fitness for the work, and so they can be readily inspected. Materials inspected before storage may be inspected again, before or after being incorporated into the project. The Contractor shall:

- a. Use only approved portions of the project site for storage of materials and equipment or plant operations;
- b. Provide any additional space needed for such purposes without extra compensation;
- c. Restore Department-owned or controlled storage and plant sites to their original condition without extra compensation;
- d. Obtain the landowner's or lessee's written permission before storing material on private property, and furnish copies of the permission to the Engineer, if requested; and
- e. Restore privately owned or leased storage sites, without extra compensation from the Department, to their original condition or as agreed to between the Contractor and the private owner.

60-07 DEPARTMENT-FURNISHED MATERIAL. Material furnished by the Department will be made available to the Contractor at a state yard or delivered at the locations specified in the Special Provisions.

The Contractor shall include the cost of handling and placing all materials after they are delivered in the Contract price for the item in connection with which they are used. The Contractor is responsible for all material delivered to the Contractor. Deductions will be made from any monies due the Contractor to make good shortages and deficiencies from any cause whatsoever, for any damage that may occur after delivery, and for demurrage charges.

60-08 SUBMITTAL PROCEDURE. The Contractor shall complete a Submittal Register, and shall submit it to the Engineer on forms provided by the Department or similar forms of the Contractor's choice as approved by the Engineer. The intent of the Submittal Register is to provide a blueprint for the smooth flow of specified project documents. The Contractor shall fill it out sequentially by bid item and allow at least three spaces between bid items. The Submittal Register shall list all working drawings, schedules of work, and other items required to be submitted to the Department by the Contractor including but not limited to: Progress Schedule, anticipated dates of material procurement, SPCD, TCP, SWPPP, Quality Control Program, Utility Progress Schedule, Blasting Plan, Mining Plan, annual EEO reports, DBE payment documentation and subcontracts.

The Contractor shall submit materials (product) information to the Engineer for review, as required by the Contract.

Unless otherwise specified, provide all submittals in an electronic format acceptable to the Engineer.

If the Contract has a duration of 180 days or less, the Contractor shall, within fifteen days after the date of the Notice to Proceed, submit to the Department for review all submittals and the submittal register. If the Contract has a duration greater than 180 days, the Contractor shall, within fifteen days after the date of the Notice to Proceed, submit to the Department for review, an anticipated schedule for transmitting submittals.

Each submittal shall include a Submittal Summary sheet. The Contractor shall sign submittals and submit them to the Engineer. Electronic submittals that are submitted by email from the Contractor's email account are considered signed. The Department will return submittals to the Contractor as either: approved, conditionally approved with the conditions listed, or rejected with the reasons listed. The Contractor may resubmit a rejected submittal to the Engineer with more information or corrections. The Department's approval of a submittal in no way relieves the Contractor of its responsibility for the means, methods, techniques, sequence, and procedures of construction, safety, and quality control.

The Contractor shall be responsible for timely submittals. Failure by the Department to review submittals within 30 days or as otherwise provided in the applicable subsection may be the basis for a request for extension of Contract time but not for additional compensation.

Payment for a specific contract item will not be made until the Department has received the Submittal Register for all items and approved all required submittals for that specific contract item.

When material invoices, freight bills, and mill certificates are submitted, they shall provide sufficient information for the Engineer to identify: the date, supplier and origin of invoice (bill, certificate); project name and number where material will be incorporated; manufacturer, product number, quantity, cost and bid item.

60-09 BUY AMERICAN PREFERENCE.

- a. **GENERAL.** Except on wholly state-funded projects, the Contractor shall comply with 49 USC Section 50101. The Contractor shall ensure that all steel and manufactured goods used on federally funded projects are wholly produced in the United States and are of 100% U.S. Materials, unless:
 - (1) The FAA has issued a waiver for the product;
 - (2) The product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation subpart 25.108; or
 - (3) The product is included in the FAA Nationwide Buy American Waivers Issued list.
- b. **BID PROPOSAL.** The bidder must complete and submit with their bid the Certificate of Buy American Compliance (Form 25D-151 or Form 25D-152) provided in the bid documents. The Department will reject as nonresponsive any bid that does not include a completed Certificate of Buy American Compliance.
- c. **WAIVER SUBMITTAL.** The apparent low bidder who indicates they will request a Type 3 waiver on the Certificate of Buy American Compliance, must complete Form 25D-153 and associated documentation including Form 25D-155 and Form 25D-156. Submit Form 25D-153 and associated documentation within 5 working days after date of notification of apparent low bidder.

An apparent low bidder who fails to submit a completed Type 3 waiver form within the time allowed, must agree to perform the work without a waiver, or they may be declared nonresponsive and may be required to forfeit the bid guaranty. The Department will then consider the next lowest bidder for award of the Contract.

The bidder agrees to refrain from seeking a waiver request after award of the contract, unless extenuating circumstances emerge that the FAA determines justified.

If FAA approves a waiver request, the bidder agrees to provide products in accordance with the waiver. If FAA will not approve a waiver, the bidder agrees to furnish U.S. domestic product for products listed on the waiver request that the FAA rejects.

A successful bidder's refusal to sign the Contract due to denial of a waiver request, will be considered nonresponsible, and will be addressed in accordance with subsection 30-03 Award of Contract.

- d. **MATERIAL SUBMITTALS.** During performance of the Contract, the Contractor must provide a Material Submittal for Buy American Compliance (Form 25D-154), from the supplier for each steel or manufactured good, prior to incorporating any steel or manufactured good into the project. The supplier certifying Form 25D-154 may be the original manufacturer, fabricator, vendor, or subcontractor; provided the supplier has sufficient control and knowledge of the manufacturing process to accept responsibility and certify full and complete conformance with 49 USC Section 50101. Provide mill certificates or other material documentation when required by the Engineer. False statements may result in criminal penalties prescribed under AS 36.30.687 and Title 18 USC Section 1001.

60-10 OPERATION AND MAINTENANCE MANUALS. The Contractor shall provide operation and maintenance manuals for equipment and systems incorporated in the work. The Contractor shall submit one set of all manuals 60 days prior to substantial completion for review by the Department. The Contractor shall make corrections noted by the Department, and submit 5 complete sets of manuals 14 days prior to substantial completion.

The Contractor shall submit the manuals in neatly bound hard cover loose-leaf three ring binders. Include project name, Contractor's/Subcontractor's name, address and telephone number on each cover. Prepare data in the form of an instruction manual with a table of contents and a tabbed fly leaf for each section.

The Contractor shall provide a separate section for each product or system installed which includes the following:

- a. Description of each unit or system and the component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests. Systems shall include:
- (1) Heating System
 - (2) Fuel Oil Storage and Supply System
 - (3) Runway Lighting System
- b. Product data with each sheet marked to clearly identify the specific products, component parts, and data applicable to installation. Delete inapplicable information. Product data shall include:
- (1) Lighting Fixtures
 - (2) Wiring Devices
 - (3) Electric Power Distribution Components
 - (4) Runway Lighting System Components
 - (5) Thaw Wire and Heat Trace System Components

- c. Include drawings to supplement product data and illustrate relations of component parts of equipment and systems. Show control and flow diagrams. Provide copies of all approved shop drawings. Drawings shall include:
 - (1) Equipment Storage Building Plans
 - (2) Electrical Equipment Enclosure Plans
 - (3) Runway Lighting One-line Control and Power Diagrams
 - (4) Electric Power One-line Diagrams
 - (5) Electric Power Panel Directories
 - (6) Thaw Wire and Heat Trace Systems
- d. Type text as required to supplement product data and show logical sequence of operations for each procedure, incorporating the manufacturer's instructions.
- e. Operating procedures to include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include any special operating instructions. Include reprogramming instructions for all programmable equipment. Systems shall include:
 - (1) Runway Lighting System
 - (2) Heating System
 - (3) Fuel Oil Storage and Distribution System
- f. Maintenance requirements and repair data. Include routine procedures. Provide a guide for troubleshooting, disassembly, repair, and reassembly. Provide alignment, adjusting, and checking instructions. Maintenance and repair data shall include:
 - (1) Heating System
 - (2) Fuel Oil Storage and Distribution System
- g. Supplies and replacement parts. For each item of equipment and each system list names, addresses, and telephone numbers of subcontractors and suppliers. Provide local source of supplies and replacement parts with complete nomenclature and commercial number of replacement parts. Provide a copy of manufacturer's recommended spare parts list for applicable equipment. Provide data for:
 - (1) Lamps for Runway Lighting System
 - (2) Lamps for Lighting Fixtures
 - (3) Fuel Oil System
- h. Warranties. Include copies of warranties.
- i. Tests. Include logs of all tests performed.

60-11 ALASKA AGRICULTURAL/WOOD PRODUCTS. On wholly state-funded projects, agricultural/wood products harvested in Alaska shall be used pursuant to AS 36.15.050 and AS 36.30.322 whenever they are priced no more than seven percent above agricultural/wood products harvested outside the state and are of a like quality as compared with agricultural/wood products harvested outside the state.

The Contractor shall maintain records which establish the type and extent of agricultural/wood products utilized. When such products are not utilized, the Contractor shall document the efforts he made towards obtaining agricultural/wood products harvested in Alaska and include in this documentation a written statement that he contacted the manufacturers and suppliers identified on the Department of Commerce and Economic Development's list of suppliers of Alaska forest products concerning the availability of agricultural/wood products harvested in Alaska and, if available, the product prices. The Contractor shall complete this documentation at a time determined by the Contracting Officer.

The Contractor's use of agricultural/wood products that fail to meet the requirements of this Subsection shall be removed and replaced in accordance with Subsection 50-03, Conformity with Plans and Specifications.