

Project Manual For:

**KASAAN BULK FUEL TANK FABRICATION  
PROJECT NO. 20074**



**ALASKA ENERGY  
AUTHORITY**

**State of Alaska  
Alaska Energy Authority  
813 W Northern Lights Blvd, Anchorage, Alaska 99503**

**Advertising Date: June 1, 2020**

ALASKA ENERGY AUTHORITY

**INVITATION TO BID**

For Goods

Date June 1, 2020

**Kasaan Bulk Fuel Tank Fabrication  
Project No. 20074**

Location of Project: Kasaan, Alaska

Contracting Officer: Lois Lemus

Issuing Office: ALASKA ENERGY AUTHORITY (AUTHORITY)

State Funded  ]

Federal Aid  ]

Description of Work: This State funded contract is for fabrication of one (1) new three thousand (3,000) gallon nominal volume, UL-2085 listed, double wall, horizontal, skid mounted, protected, aboveground storage tank for diesel service, and one (1) new, five thousand (5,000 ) gallon, double wall, dual product, UL-2085 protected dispensing tank with integral dispensing system for diesel and gasoline service. Work required in 'Section 01 11 13 Summary of Work'.

The Engineer's Estimate is between **\$100,000 - \$150,000**

Final Completion: **90 days from date of award.**

Bidders are invited to submit sealed bids, in single copy, for furnishing all labor, equipment, and materials and for performing all work for the project described above. Bids will be opened publicly at **2:00 pm local time**, in the Redoubt conference room, 813 West Northern Lights Blvd., Anchorage, Alaska on **June 16, 2020**. **Due to the COVID-19 Pandemic, and in coordination with the Governor's Mandate(s), the AIDEA/AEA offices are not open to the public. Therefore, bids may be hand delivered to the designated lock box at the front entrance of the building located at 813 W. Northern Lights Blvd prior to schedule bid opening. It will be the responsibility of the Bidder to contact Lois Lemus phone: 771-3909 or email: [lemus@aidea.org](mailto:lemus@aidea.org) that they have submitted a bid. Bidders may attend by calling 1-888-585-9008 when prompted enter 508-917-314#. Emailed bid amendments must be addressed to Lois Lemus, Email: [lemus@aidea.org](mailto:lemus@aidea.org)**

**SUBMISSION OF BIDS**

ALL BIDS INCLUDING ANY AMENDMENTS OR WITHDRAWALS MUST BE RECEIVED PRIOR TO BID OPENING. BIDS SHALL BE SUBMITTED ON THE FORMS FURNISHED AND MUST BE IN A SEALED ENVELOPE MARKED AS FOLLOWS:

<b>Bid for Project:</b> <b>Kasaan Bulk Fuel Tank Fabrication</b> <b>Project Number: 20074</b>	<b>ATTN: Lois Lemus Contracting Officer</b> <b>Alaska Energy Authority</b> <b>813 West Northern Lights Blvd.</b> <b>Anchorage, AK 99503</b>
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Bids, amendments or withdrawals transmitted by mail must be received at the above address no later than 1 hours prior to the scheduled time of bid opening

**ADDENDA REQUIREMENTS**

The bid documents provide for acknowledgment individually of all addenda to the drawings and/or specifications on the signature page of the Proposal. All addenda shall be acknowledged on the Proposal or by telegram prior to the scheduled time of bid opening. If the bidder received no addenda, the word "None" should be shown as specified.

If you downloaded this solicitation from the AEA's Website, you must register on the online planholders list to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to ensure that they have received all addenda affecting this ITB. To register, go to [www.AIDEA.org](http://www.AIDEA.org) and provide the project name & number, company name & contact person, address, phone number & fax number.

It is the bidder's responsibility to insure that he/she has received all addenda affecting the Invitation To Bid. No claim or protest will be allowed based on the bidder's allegation that he/she did not receive all of the addenda for an Invitation To Bid.

All questions must be received 72 hours before the bid opening. Questions submitted after the deadline may be rejected by the Authority.

## NOTICE TO BIDDERS

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Electronic Plans and Specifications can be downloaded from the following website: [www.aidea.org](http://www.aidea.org).

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<sup>3</sup> All questions relating to design features, quantities, or other technical aspects of the project and questions concerning bidding procedures should be directed to:

**Lois Lemus**  
**Contracting Officer**  
**813 West Northern Lights Blvd.**  
**Anchorage, AK 99503**

Phone: (907) 771-3909 Email: [llemus@aidea.org](mailto:llemus@aidea.org)

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**The Bid Calendar, Plan holder lists, and Bid Results information are available on the Internet at: [www.aidea.org](http://www.aidea.org) under Procurement Opportunities.**

**Reminder: 3 AAC 109.220 requires all Bidders to have a valid Alaska Business License prior to award.**

### **PRE-BID**

A non-mandatory pre-bid meeting is scheduled for **June 10, 2020 10:00 am. Do to the COVID-19 the pre-bid meeting will be conducted telephonically.** Potential bidders may attend telephonically by calling **1-888-585-9008**, when prompted enter **508-917-314#**. Please note the call-in is limited to participants so if more than one person from companies are attending telephonically, we respectfully request you call in from a conference room speaker phone and have all people together. If calling in, please be respectful of other callers and call from a phone that can be muted so as to cancel out background noise and the possibility of feedback. Contact the Contracting Officer, Lois Lemus, at (907) 771-3909 for more information.

This is not a mandatory meeting, and there will not be a scheduled site visit prior to the bid opening.

**INSTRUCTIONS TO BIDDERS**

**1. INVITATION TO BID (ITB) REVIEW:** Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least 72 hours before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

**2. PREPARATION OF BIDS:**

(a) Bids shall be submitted on the forms furnished, and must be manually signed in ink. The person signing the proposal must initial any erasures or changes made to the bid.

(b) The bid schedule will provide for quotation of a price or prices for one or more pay items which may include unit price or lump sum items and alternative, optional or supplemental price schedules or a combination thereof which will result in a total bid amount for the proposed construction.

Where required on the bid form, bidders must quote on all items and **THEY ARE WARNED** that failure to do so will disqualify them. When quotations on all items are not required, bidders should insert the words "no bid" in the space provided for any item not requiring a quotation and for which no quotation is made.

(c) The bidder shall specify the price or prices bid in figures. On unit price contracts the bidder shall also show the products of the respective unit prices and quantities written in figures in the column provided for the purpose and the total amount of the proposal obtained by adding the amounts of the several items. All the figures shall be in ink or typed.

(d) Neither conditional nor alternative bids will be considered unless called for.

(e) Bid Schedule form should be enclosed in a separate sealed envelope and enclosed with all other bidding forms required at the opening.

**3. MINIMUM QUALIFICATIONS:** The Authority may require the following prior to award:

a) Bidders must provide in writing that they have 3-years prior experience producing the commodity described herein.

b) Bidders must provide in writing that they have staff with **five years** of experience in fabricating tanks. Bidder must provide examples of 3-projects similar to the one described herein.

c) Bidders must provide in writing that they have a fabrication facility with space and equipment as required to perform the work. The Authority may inspect the bidders shop after the bid opening and prior to award in order to verify Bidder qualifications.

A Bidder's inability to provide the requested documentation related to proof of their ability to meet the vendor requirements may result in their bid being declared non-responsive.

**4. F.O.B. POINT:** The F.O.B. point for this ITB will be City Shop Building, **Kasaan, Alaska**. The contractor will be required to prepare the items for shipping and to ship it to the F.O.B. destination specified in the Authority's order.

5. **LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
6. **MODIFICATION AND WITHDRAWAL OF BIDS:** A bidder may, without prejudice, modify or withdraw its bid by written request provided that such request is received by the Authority prior to the bid opening date and time.
7. **FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
8. **PRICES:** The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The Authority is exempt from Federal Excise Tax except the following:
- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
  - "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
  - Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
  - Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
  - Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.
9. **EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern.
10. **BID PREPARATION COSTS:** The Authority is not liable for any costs incurred by the bidder in bid preparation.
11. **FEDERALLY IMPOSED TARIFFS**  
Changes in price (increase or decrease) resulting directly from a new or updated Federal Tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.
- **Notification of Changes:** The Contractor must promptly notify the Contracting Officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the Procurement Officer.
  - **After-imposed or Increased Taxes and Duties:** Any Federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

- a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
- b) The contractor warrants, in writing, that no amount of the newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.

- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in Federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.
- **State's Ability to Make Changes:** The State reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

**12. VENDOR TAX ID NUMBER:** If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

**13. SPECIFICATIONS:** Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

**14. BRAND AND MODEL OFFERED:** Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the Authority to consider the offer non-responsive and reject the bid.

**15. ANNOTATED LITERATURE:** Bidders must annotate their product literature to identify for the Authority the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the Authority, will cause the Authority to consider the offer non-responsive and reject the bid.

**16. SUPPORTING INFORMATION:** The Authority strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the contracting officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

- 17. FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER:** Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.
- 18. CONTRACT INTENT:** This Invitation to Bid (ITB) is for fabrication of one (1) new three thousand (3,000) gallon nominal volume, UL-2085 listed, double wall, horizontal, skid mounted, protected, aboveground storage tank for diesel service, and one (1) new, five thousand (5,000 ) gallon, double wall, dual product, UL-2085 protected dispensing tank with integral dispensing system for diesel and gasoline service. Work required in 'Section 01 11 13 Summary of Work'.
- 19. NOTICE OF INTENT TO AWARD:** After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the Authority's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be provided to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.
- 20. FILING A PROTEST:** A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with AEA Regulations 3 AAC 109.570. A Protest based on alleged improprieties or ambiguities in a solicitation must be filed at least 10 days before the bid date of the bid or proposal, unless a later bid protest due date is specifically allowed in the solicitation. A Protest based upon alleged improprieties in an award of a contract or a proposed award of a contract must be filed within 10 days after a notice.
- 21. BID SECURITY:** The bid bond and other security bonds are not required for this invitation to bid.

**PREFERENCES:**

- 1. ALASKA BIDDER PREFERENCE:** Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)
- 2. ALASKA VETERAN PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public - AS 36.30.321(i). In order to receive the Veteran preference, the bid must also include a statement certifying that the bidder is eligible to receive the Preference.
- 3. USE OF LOCAL FOREST PRODUCTS:** In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.
- 4. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE:** When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.
- 5. ALASKA PRODUCT PREFERENCE:** A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010. In order to receive the preference, the bid must also include a statement of the product and vendor that will be used for the Product Preference.
- 6. EMPLOYMENT PROGRAM PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).



**7. ALASKANS WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

**8. PREFERENCE QUALIFICATION LETTER:** Regarding preferences 6 and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 6 or 7 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened, and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the State to disallow the preference.

**TERMS AND CONDITIONS:**

1. **AUTHORITY:** This ITB is written in accordance with 3 AAC 109.
2. **COMPLIANCE:** In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
3. **SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
4. **CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the Authority, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in “*INSTRUCTION TO BIDDERS*”, “*FILING A PROTEST*” above.
5. **CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
6. **CONFLICT OF INTEREST:** An officer or employee of the Authority may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
7. **ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State’s approval of an assignment will be rejected as nonresponsive.
8. **SUBCONTRACTOR(S):** Within five (5) working days of notice from the Authority, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.
9. **FORCE MAJEURE (Impossibility to perform):** The right of the CONTRACTOR to proceed shall not be terminated nor the CONTRACTOR charged with liquidated or actual damages because of delays to the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to the following: acts of God or of the public enemy, acts of the AUTHORITY in its contractual capacity, acts of another contractor in the performance of a contract with the AUTHORITY, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities, and delays of Subcontractors or Suppliers due to such causes. Any delay in receipt of materials on the site, caused by other than one of the specifically mentioned occurrences above, does not of itself justify a time extension, provided that the CONTRACTOR shall within twenty four (24) hours from the beginning of any such delay (unless the Contracting Officer shall grant a further period of the

time prior to the date of final settlement of the Contract), notify the Project Manager in writing of the cause of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when the findings of fact justify such an extension.

- 10. CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the Authority and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- 11. DEFAULT:** In case of default by the contractor, for any reason whatsoever, the Authority may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 12. DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the Authority by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of 3 AAC 109.570.
- 13. SEVERABILITY:** If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 14. GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.
- 15. ORDER DOCUMENTS:** Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The Authority is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the Authority under this ITB. The Authority Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.
- 16. BILLING INSTRUCTIONS:** Invoices will be addressed Alaska Energy Authority (AEA) 813 West Northern Lights Boulevard, Anchorage, AK 99503-2495; or emailed to [aeapayables@aidea.org](mailto:aeapayables@aidea.org). Vendor will reference the contract number on all invoices and correspondence. It is customary for AEA to make payment within 30-days of receipt of the merchandise or service, and the Vendor's invoice. Direct all billing questions to the Contracting Officer.
- 17. CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
- 18. ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:** Prior to the award of a contract, a bidder must hold a valid Alaska business license. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing for information on these licenses.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>  
Phone: (907) 465-2550

Email: [license@alaska.gov](mailto:license@alaska.gov)

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

#### **19. COMPLIANCE WITH ADA**

Services or activities furnished to the general-public on behalf of the Authority must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

The Authority complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact Enterprise Technology Services at one of the following numbers to make any necessary arrangements.

**Telephone: 907-465-5758**  
**Fax: 907-465-3450**  
**TDD: 907-465-5745**

**20. CONTRACT PERFORMANCE LOCATION:** By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive, or cancel the contract.

**21. HUMAN TRAFFICKING:** By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>

Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract.

**22. PAYMENT FOR AUTHORITY PURCHASES:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

**23. CONTRACT ADMINISTRATION:** The administration of this contract is the responsibility of Lois Lemus, contracting officer.

**24. SHIPPING DAMAGE:** The Authority will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The Authority will provide the contractor with written notice when damaged goods are received. The Authority will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

**25. INDEMNIFICATION:** The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

**26. INSURANCE:** Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the Authority shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

**Proof of insurance is required for the following:**

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.

Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

Insurance Certificate: shall name the Authority as certificate holder and reference the contract number.

- 27. CONTRACT PERIOD:** 90 calendar days from date of award.
- 28. PRICE DECREASES:** During the period of the contract all price decreases experienced by the contractor must be passed on to the state. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.
- 29. NEW EQUIPMENT:** Equipment offered in response to this ITB must be new equipment other than the equipment supplied by the owner. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the Authority. The Authority will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the state complies with this requirement. A contractor's failure to comply with this requirement will cause the Authority to seek remedies under breach of contract.
- 30. ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the Authority that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the Authority will cause the Authority to consider the bid non-responsive and reject the bid.
- 31. BRAND SPECIFIC:** Certain items may be designated brand specific. When an item is so designated no substitutions for the brand and model specified will be allowed.
- 32. ALTERATIONS:** The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The Authority will not pay for alterations that are not approved in advance and in writing by the contracting officer.
- 33. LIQUIDATED DAMAGES:** It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Authority, to furnish

materials and the doing and performance of the work before the date(s) stipulated in the bid schedule, the Authority shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Authority shall have the right to recover the amount stipulated below, such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages. The amount of liquidated damages shall be **Five Hundred dollars (\$500.00) per day**, for each calendar day elapsing between the time stipulated for delivery and the actual date of delivery in accordance with the terms hereof. The total of all liquidated damages shall **not exceed \$15,000.00 for the order**.

**34. DISCONTINUED ITEMS:** In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the contracting officer makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

**35. ITEM UPGRADES:** The Authority reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

**36. CONTRACT CHANGES – UNANTICIPATED AMENDMENTS:** During the course of this contract, the contractor may be required to perform additional work. The work will be within the general scope of the initial contract. When additional work is required, the Authority's representative will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments. The contractor will not commence additional work until the Authority's representative has secured any required approvals necessary for the amendment and issued a written contract amendment, approved by the Contracting Officer.

**37. PROGRESS PAYMENTS:** There will be two payments allowed, one progress and final.

a. Progress payment may be applied for upon receipt of construction materials at bidder's fabrication site, and upon verification through inspection by AEA representatives. Receipts for all materials must accompany invoice. Payment will be for direct cost of goods only.

b. Final payment upon final acceptance of work and satisfactory delivery to F.O.B point.

Payments are NET30 on receipt of an invoice.

**38. CONTINUING OBLIGATION OF CONTRACTOR:** Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the bid schedule of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

**39. WORKMANSHIP & MATERIALS:** All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item. The Authority will reject any item that does not meet the specifications of the ITB. Rejected items will be at the contractor's risk and expense.

**40. CONTRACT CANCELLATION:** The Authority reserves the right to cancel the contract at its convenience upon 30-calendar day's written notice to the contractor. The Authority is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

**41. METHOD OF AWARD:** Award will be made to the lowest responsive and responsible bidder.



## **SPECIFICATIONS AND DRAWINGS**

Kasaan BFU – Tank Procurement Drawings	3 Pages
Kasaan BFU – Tank Procurement Specifications	9 Pages

## **SUMMARY OF WORK**

- 1. SCOPE:** Contract is for fabrication of one (1) new three thousand (3,000) gallon nominal volume, UL-2085 listed, double wall, horizontal, skid mounted, protected, aboveground storage tank for diesel service, and one (1) new, five thousand (5,000 ) gallon, double wall, dual product, UL-2085 protected dispensing tank with integral dispensing system for diesel and gasoline service. Work required in ‘Section 01 11 13 Summary of Work’.
- 2. SUBMITTALS:** See Section 01 11 13 Summary of Work
- 3. DELIVERY:** See Section 01 11 13 Summary of Work.
- 4. PREPARATION FOR SHIPPING:** After inspection at the fabrication site, the tanks shall be prepared and packaged for delivery to the F.O.B. point. See Section 01 11 13 Summary of Work.
- 5. INSPECTION:** The work may be inspected by the Authority’s representative at the Bidder’s fabrication facility during the fabrication process. A final inspection may be performed and approval issued at the F.O.B. point. The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Authority’s representative. AEA may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Authority’s representative may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract’s intent. The contractor will not unreasonably withhold such changes.

The Contractor shall provide a minimum seventy two hours’ notice prior to the following critical progress inspections:

- After final coat of tank paint is applied
- Before tanks are shipped from fabrication shop

- 6. PROGRESS REPORTS:** Upon commencement of fabrication work, progress reports shall be provided to the Authority once a week. Reports shall include a brief written description and a minimum of 5 digital photographs of work completed. Adequate photographs shall be provided to document each step in the fabrication process. Each report shall be submitted via e-mail to David Lockard at [dlockard@akenergyauthority.org](mailto:dlockard@akenergyauthority.org).

**BID SCHEDULE**

Bidders Please Note: Before preparing this bid schedule, read carefully, "Information to Bidders", and the following:

The Bidder shall insert a fixed price in figures opposite each pay item that appears on the bid schedule to furnish all labor, material, equipment, supervision and provide all work for each item listed. No price is to be entered or tendered for any item not appearing in the bid schedule. In case of error in the extension of prices in the bid, the unit prices will govern.

Contract award shall be made on the basis of the Total Bid.

Bidders are required to bid on all bid items. Conditioned or qualified bids will be considered non-responsive.

**Bid Schedule**

Line	Description	Lump Sum Price	
		Quantity	Unit Price
1.	3,000-gallon tank and appurtenances	1-each	\$
2.	5,000-gallon tank and appurtenances	1-each	\$
3.	Freight costs (FOB Kasaan City Shop)	Lump	
<b>Total Bid</b>			\$

I certify that I am entitled to:

(1) 5% Alaska Bidder Preference	<input type="checkbox"/>	<input type="checkbox"/>
(2) 5% Alaska Veteran Preference	<input type="checkbox"/>	<input type="checkbox"/>
(3) Alaska Product Preference	<input type="checkbox"/>	<input type="checkbox"/>
a. Class I Products	<input type="checkbox"/>	<input type="checkbox"/>
b. Class II Products	<input type="checkbox"/>	<input type="checkbox"/>
c. Class III Products	<input type="checkbox"/>	<input type="checkbox"/>

Award: After preference(s) are applied, award will be made to bidder with the lowest adjusted bid total as described in the specification above. **Bidders must provide a statement certifying that the bidder is eligible to receive the Alaska Veteran and Product Preference if applicable.**

**Acknowledge all addenda**

Addendum No	Date Issued	Addendum No	Date Issued	Addendum No	Date Issued

- 4. BIDDER’S NOTICE:** By signature on this form, the Bidder certifies that:
- a. The price(s) submitted are independent and without collusion.
  - b. The Bidder will comply with the laws of the State of Alaska;
  - c. The Bidder will comply with applicable portions of the Federal Civil Rights Act of 1964;
  - d. The Bidder will comply with the Equal Employment Opportunity Act and the regulations issued there under by the State and Federal Government; and
  - e. The Bidder has reviewed all terms and conditions in this Invitation to Bid.

If any Bidder fails to comply with any of these requirements, the Authority may reject its bid, terminate the contract, or consider the Vendor in default.

<b>Company Submitting Bid</b>	<b>Telephone Number</b>
<b>Address</b>	<b>Fax Number</b>
<b>Authorized Signature</b>	<b>E-mail Address</b>
<b>Print Name</b>	<b>Alaska Business License number</b> <b>DATE: _____</b>

End of Bid Schedule.

**ALASKA ENERGY AUTHORITY**

**CERTIFICATION OF CONTRACTOR AND LOWER-TIER PARTICIPANTS  
REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

Contractor

*PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX*

I, \_\_\_\_\_ hereby certify on behalf (Name  
and title of official)

of \_\_\_\_\_ that:

(Name of contractor)

- (1) The prospective contractor and lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. In the event, your company or any principals become ineligible from participating in federally funded transactions, you are required to notify us immediately.
- (2) When the prospective contractor and lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By:

\_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)