



PROCUREMENT DEPARTMENT  
813 W Northern Lights Blvd  
Anchorage, AK 99503

**RETURN BY EMAIL**  
[AEAProcurement@akenergyauthority.org](mailto:AEAProcurement@akenergyauthority.org)

## REQUEST FOR QUOTATION

RFQ NO: **24060**  
Quotations due on/before  
**2:00 PM** Local Time  
**9/28/2023**

# Napaskiak Genset #2 Engine Purchase

Page 1 of 4 Date: 09/21/23

### VENDOR NOTICE (This is NOT a Purchase Order)

This is an **informal quotation** that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule shall be indicated in the spaces provided below. Please return the quotation by the above time and date to the address: [AEAProcurement@akenergyauthority.org](mailto:AEAProcurement@akenergyauthority.org). Please reference the RFQ number on the SUBJECT of the email. Please include the completed and signed Debarment Certificate, page 4 of Appendix B.

**DELIVERY LOCATION:**

Napaskiak, Alaska

**PROCUREMENT OFFICER:**

Dawn Molina (907) 771-3904  
[dmolina@akenergyauthority.org](mailto:dmolina@akenergyauthority.org)

### VENDOR QUOTATION

Item	Description of Supply or Service	Qty	Unit	Unit Price	Extended Price
1	John Deere 6068AFM85 Engine in accordance with Appendix Scope of Work and Appendix B Specifications	1	EA		

**See Appendix A Specifications for detailed description of equipment.**

### THIS SECTION MUST BE COMPLETED BY VENDOR

Delivery is desired no later than October 10, 2023. Delivery shall be made by the following date \_\_\_\_\_.

Company Name	Address	City	St	ZIP Code	Phone Number
Alaska Business License No.	Vendor Tax I.D.				
_____ Signature		_____ Date		_____ Typed Name and Title	

**INSTRUCTIONS TO BIDDERS  
TERMS AND CONDITIONS**

**1. REQUEST FOR QUOTATION (RFQ) REVIEW:** Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ.

**2. QUOTATION FORMS:** Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.

**3. SUBMISSION:** Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.

**4. QUOTE REJECTION:** The State reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.

**5. EXTENSION OF PRICES:** In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.

**6. ALASKA PROCUREMENT CODE:** 3 AAC 109 and 2 AAC Ch. 12 are made a part of this document as if fully set forth herein. Note that 3 AAC 109 and 2 AAC Ch. 12 are available at most public libraries and legislative information offices; and both are available for review at Alaska State Purchasing Offices.

**7. PRICES:** The offeror shall state prices in the units of issue on this RFQ. 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 must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State 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.

**8. PAYMENT FOR STATE 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 which establishes a lower interest rate or precludes the charging of interest.

**9. PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you quote. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.

**10. VENDOR TAX ID NUMBER:** If goods or services procured through this RFQ 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.

**11. 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.

**12. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**13. TITLE:** Title passes to the State for each item at FOB destination.

**14. FILING A PROTEST:** An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under 3 AAC 109 and 2 AAC 02-110 (010/14)

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Ch. 12. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee 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. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with 3 AAC 109 and 2 AAC Ch. 12.

**15. COMPLIANCE:** In the performance of a contract that results from this RFQ, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

**16. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

**17. SPECIFICATIONS:** Unless otherwise specified in the RFQ, product brand names or model numbers 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.

**18. FIRM OFFER:** For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of ninety (90) days from the date of quote opening.

**19. QUOTE PREPARATION COSTS:** The State is not liable for any costs incurred by the offeror in quote preparation.

**20. CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low quote of \$50 or less may, at the discretion of the State, be awarded to the next low offeror receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST" above.

**21. CONTRACT FUNDING:** Offerors 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.

**22. CONFLICT OF INTEREST:** An officer or employee of the State of Alaska 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.

**23. ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the procurement officer of the contracting agency. Quotes that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

**24. SUBCONTRACTOR(S):** Within five (5) working days of notice from the state, 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.

**25. FORCE MAJEURE (Impossibility to perform):** The parties to a contract resulting from this RFQ are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; 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.

**26. LATE QUOTES:** Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.

**27. CONTRACT EXTENSION:** Unless otherwise provided in this RFQ, the State and the successful offeror/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.

**28. DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska 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.

**29. DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this RFQ that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of 3 AAC 109 and 2 AAC Ch. 12.

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- 30. GOVERNING LAW; FORUM SELECTION:** A contract resulting from this RFQ is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 29 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.
- 31. CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this quote the offeror certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
- 32. CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this RFQ, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
- 33. ORDER DOCUMENTS:** Except as specifically allowed under this RFQ, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this RFQ. The State of Alaska 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 RFQ.
- 34. BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
- 35. OFFERORS WITH DISABILITIES:** The State of Alaska 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 the procurement officer named on the cover page of this RFQ as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.
- 36. COMPLIANCE WITH ADA:** By signature of their quote the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State 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.
- 37. FEDERAL ASSURANCES:** Because this contract is funded with federal funds, the provisions of Appendix B, Federal Assurances, shall apply. When submitting the quote, the vendor shall include the Debarment Certificate, page 4 of Appendix B.

**Background**

The Alaska Energy Authority maintains an inventory of engines and generators to be used for emergency response in rural power plants. The Napaskiak Electric Utility is scheduled to receive a new power plant module in 2024. The existing power plant is down to one running engine and needs a replacement engine to get safely through the winter. The engine purchased under this solicitation will be deployed to Napaskiak immediately.

**Scope of Work:**

- 1) Furnish one new engine complete with spare filters as described in the specifications.
- 2) Package the engine and filters as described in accordance with the specifications.
- 3) Deliver the engine F.O.B. Napaskiak, Alaska.

**Schedule:** Because the utility is in a very vulnerable state heading into winter, expedited delivery is required. On page 1 of this RFQ the desired delivery date is listed as October 10, 2023. In the space provided please indicate your best realistic delivery date.

## **PART 1 - GENERAL**

### **1.1 SCOPE**

- A. The Work included herein shall consist of providing one each engine as specified herein.

### **1.2 SUBMITTALS**

- A. Provide Serial Number and Build Code for the engine to be furnished.

### **1.3 REGULATORY COMPLIANCE**

The Environmental Protection Agency (EPA) has issued New Source Performance Standards (NSPS) regulations governing use of stationary diesel engines in remote areas of Alaska. These regulations were revised effective June 29, 2021. The following provision of 40 CFR applies to this solicitation:

- A. 40 CFR 60.4216(c) stipulates: Manufacturers, owners, and operators of stationary CI ICE that are located in remote areas of Alaska may choose to meet the applicable emission standards for emergency engines in §§ 60.4202 and 60.4205, and not those for non-emergency engines in §§ 60.4201 and 60.4204, except that for 2014 model year and later nonemergency CI ICE, the owner or operator of any such engine must have that engine certified as meeting at least the Tier 3 PM standards identified in appendix I of 40 CFR part 1039 or 40 CFR 1042.101.

In order to comply with EPA emissions requirements and also be compatible with the intended service applications, the diesel engine furnished under this solicitation shall be a new Tier 3 Marine certified engine.

### **1.4 QUALITY ASSURANCE**

- A. The engine shall be new and shall not have been in service at any time prior to delivery.

### **1.5 VENDOR WARRANTIES**

- A. The Vendor shall warrant the engine for a period of not less than one-year.
- B. In the event of equipment or component failure during the warranty period, the Fabricator shall repair or replace such defective equipment or components and bear all associated costs. Costs shall include material, parts, and labor. The Fabricator will be allowed to charge for travel and per diem expenses within Alaska related to warranty service at actual cost plus 10%. The Fabricator shall assist the Owner as directed to determine the cause of failure and pursue manufacturer's warranties to the extent necessary to obtain replacement equipment and provide proof of action taken upon request.

### **1.6 OPERATION AND MAINTENANCE MANUALS.**

- A. Provide one (1) complete bound set of operation and maintenance (O&M) manuals for the engine.

## **PART 2 - PRODUCTS**

### **2.1 GENERAL CONFIGURATION AND MANUFACTURERS**

- A. Provide engines of the manufacturer and model as indicated in Paragraph 2.2 - Engine, no other substitutes except as specifically noted below.
- B. Approved equal substitutions of engines will be allowed only by Engineer's approval. To obtain approval, submittals must clearly demonstrate the following:
  - 1. The substitute engine must meet all of the requirements of Paragraph 2.3
  - 2. The substitute engine manufacturer must have at least one factory authorized service representative with a permanent shop in Southcentral Alaska.
  - 3. The size and weight of the substitute engine must not exceed that of the specified engine by more than 10%.
  - 4. The physical layout, piping connections, and service access areas of the substitute engine must be sufficiently similar to that of the specified engine so that no major changes will be required to the power plant design.
  - 5. The substitute engine must meet or exceed the fuel efficiency rate of the specified engine. Provide fuel curve showing fuel consumption (kWh/gallon) at 25%, 50%, 75% and 100% of prime rated capacity.
  - 6. The substitute engine must be provided with a single jacket water cooling circuit without a separate aftercooler circuit.
  - 7. The substitute engine must meet or exceed the heat rejection to the jacket water circuit of the specified engine.
  - 8. The engine must not be equipped, or require to be equipped, with any exhaust emissions equipment including Exhaust Gas Recirculation, Diesel Oxidation Catalyst, Diesel Particulate Filter, or Selective Catalytic Reduction.

### **2.2 ENGINE**

- A. 223 hp, 150 ekW prime, 1800 RPM, John Deere 6068AFM85, Tier 3 Marine certified and configured for generator drive application.
- B. Starting and Control Voltage shall be 12 VDC. Note that 12VDC is preferred but if the only available engine is 24VDC that will be acceptable but must be noted on the quote response.

### **2.3 SPARE FILTERS**

In addition to the filters installed on the engines, provide the following quantities of replacement filters.

- A. Six (6) oil filters.
- B. Two (2) fuel filters.

### **PART 3 - EXECUTION**

#### **3.1 PREPARATION AND SHIPPING**

- A. Check the cooling system for the presence of water. If any water is in the engine flush the cooling system with extended life 50/50 ethylene glycol mix, Shell Rotella ELC or approved equal. Install covers over the connections.
- B. Install a positive mechanical seal consisting of a fitting plate and gasket on exhaust opening. Then install all covers and/or tape on any other openings. Ensure all covers are air tight and weatherproof. Use waterproof, weather resistant type tape. Do not install tape in such a manner as will damage paint when the tape is removed. Install a mechanical protective device over any protruding items, which may be vulnerable to damage during transportation.
- C. Securely mount the engine on a shipping skid capable of moving with a forklift and suitable for air transportation.
- D. Put a waterproof cover over the entire engine.
- E. Package spare filters and any other loose ship parts in a single box with waterproof wrapping.
- F. Deliver the engine and filters to the F.O.B. point indicated in the Scope of Work.