



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: **24123**  
Quotations due on/before  
**2:00 PM** Local Time  
**5/16/2024**

# Kwethluk Light Plant M&I Generator #2 Replacement

Page 1 of 4 Date: 5/2/24

### CONTRACTOR 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.

Fill out and sign the bottom portion of this page along with the Debarment Certificate, page 4 of Appendix B, and return both pages. Please return the quotation by the above time and date to:

[AEAProcurement@akenergyauthority.org](mailto:AEAProcurement@akenergyauthority.org). Please reference the RFQ number on the SUBJECT of the email.

**PROJECT LOCATION:**  
Kwethluk Light Plant  
Kwethluk, Alaska

**PROCUREMENT OFFICER:**  
Selwin C. Ray (907) 771-3035  
[sray@akenergyauthority.org](mailto:sray@akenergyauthority.org)

This Request for Quotation (RFQ) is for an experienced diesel engine-generator service provider, hereinafter referred to as contractor, to perform Work in the diesel electric power (light) plant in Kwethluk, Alaska. The Work shall consist primarily of transporting Owner Furnished materials from Kipnuk, AK, to Kwethluk, AK, and installing an Owner Furnished generator and skid in the Kwethluk Light Plant along with associated tasks as described in Appendix A, Detailed Project Description, and Appendix C, Drawings.

The Engineer's Estimate for the Work is between \$50,000 and \$100,000.

All questions relating to bidding procedures should be directed to:  
Selwin C. Ray, Contract Officer, (907) 771-3035 [sray@akenergyauthority.org](mailto:sray@akenergyauthority.org)

All questions relating to technical aspects of the project should be directed to:  
Dawn Molina, Project Manager, (907) 771-3904 [DMolina@akenergyauthority.org](mailto:DMolina@akenergyauthority.org)

Provide a lump sum fixed price quote in U.S. dollars where indicated below. The cost shall include all labor, materials, supervision, equipment, tools, transportation, quality control, and supplies required to complete the work as described in this RFQ.

The proposed schedule for the Work is described in Appendix A, Detailed Project Description. Provide a firm completion date where indicated below.

### THIS SECTION MUST BE COMPLETED BY CONTRACTOR

Completion is desired no later than June 21, 2024.

The Work shall be substantially complete no later than \_\_\_\_\_

Lump sum price for completion of the Work \_\_\_\_\_

|              |         |      |    |          |              |
|--------------|---------|------|----|----------|--------------|
| Company Name | Address | City | St | ZIP Code | Phone Number |
|--------------|---------|------|----|----------|--------------|

|                             |              |
|-----------------------------|--------------|
| Alaska Business License No. | Tax I.D. No. |
|-----------------------------|--------------|

|                    |               |                               |
|--------------------|---------------|-------------------------------|
| _____<br>Signature | _____<br>Date | _____<br>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

**INSTRUCTIONS TO BIDDERS  
TERMS AND CONDITIONS**

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.

**INSTRUCTIONS TO BIDDERS  
TERMS AND CONDITIONS**

- 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.
- 38. INSPECTIONS AND REPORTS:** The Authority may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the Authority reasonably requires.
- 39. NO ADDITIONAL WORK OR MATERIAL:** No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Contracting Officer.
- 40. CONFLICTING PROVISIONS:** Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the Authority, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

**I. Background:**

The Kwethluk Light Plant operates a power plant that provides prime power to the community of Kwethluk using three each diesel powered engine-generators. The power plant was constructed new in 2010. In 2023 the Alaska Energy Authority (AEA) assisted Kwethluk with a major upgrade of the switchgear that included new EasYgen controllers, miscellaneous new switchgear components, and updated programming.

Earlier this year, 410kW Cat 3456 Genset #2 suffered a catastrophic failure of its generator end (alternator). The Utility has purchased a new replacement alternator but delivery is not expected until July or August of this year. In the meantime, the Utility is operating with only one peak rated genset, 410kW Genset #1. Genset #3 is only rated at 230kW and is not capable of meeting normal peak loads. The Utility is justifiably concerned that a potential failure of Genset #1 would create an unrecoverable power outage due to the lack of reserve power capacity. In addition to the failed alternator, the skid on Genset#2 is cracking and needs to be replaced.

The primary purpose of this project is to replace the failed Genset #2 alternator and skid with Owner Furnished equipment. The secondary purpose is to transport additional Owner Furnished equipment to Kwethluk for future upgrade projects.

**II. Project Schedule:**

|               |                                                                                                                                                               |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| May 16, 2024  | Bids due.                                                                                                                                                     |
| May 23, 2024  | Notice of Contract Award.                                                                                                                                     |
| May 23, 2024  | Owner Furnished Equipment available for pickup.                                                                                                               |
| June 21, 2024 | Substantial Completion. Note that this is the desired completion date. Provide a firm completion date in the Bid Response based on the above listed schedule. |

**III. Owner Furnished Equipment:**

Under Part III the term Owner refers to the Alaska Energy Authority (AEA).

- 1) At no cost to the Contractor the Owner will furnish one charge air cooler plus two complete skid mounted Cat 3456 engine-generators as follows:
  - a) Diesel Radiator DR3367 Charge Air Cooler (cooler only, no fan or motor).
  - b) Cat 3456 Engine Ser# 9BZ00508, Arr. 235-1571 with Newage HCI434E1 Alternator Ser# M13E193758.
  - c) Cat 3456 Engine Ser# 3PG01069, Arr. 235-4569 with Newage HCI434F1 Alternator Ser# M11I39941.
- 2) All Owner furnished items are staged at the Kipnuk airport apron and are currently covered with tarps. See photos that follow for reference.



#### **IV. Scope of Work:**

Generator-End Replacement Drawings M1 – M2 are included in Appendix C and are hereby incorporated into this RFQ. These Drawings provide additional detail for the Work involved in this project.

The intent of the Contract is to provide for the construction and completion of every detail of work described in the RFQ. The Contractor shall furnish all labor, materials, supervision, equipment, tools, transportation, quality control, and supplies required to complete the work in accordance with the RFQ. The Work shall include but not be limited to the following tasks:

- 1) Prior to beginning construction, provide a schedule to AEA. The schedule shall include the estimated date for substantial completion so that AEA can schedule staff travel for inspection, testing, and commissioning.
- 2) Provide daily progress reports to AEA via email. Reports shall include a brief summary of work completed along with representative photos.
- 3) Furnish all required miscellaneous materials and hardware. Note that new materials are required to comply with the Build America act.
- 4) Receive Owner Furnished charge air cooler, both engines, both alternators, and both skids in Kipnuk and transport all items to Kwethluk. Note that a Casa aircraft cannot transport a complete genset but should be capable of moving an engine and a skid or an alternator and charge air cooler in a single trip. At a minimum perform the following tasks:
  - a) Mobilize a crew to Kipnuk with tools, equipment, pallets, and supplies as needed for disassembly of the gensets.
  - b) Remove engines and alternators from skids and secure to pallets or shipping skids.
  - c) Transport all items to Kwethluk via cargo aircraft.
  - d) Move all items from the airport to the power plant in Kwethluk and place in a location selected by the utility manager.
- 5) Move the Newage HCI434E1 alternator and the associated skid into the power plant. Cover the Newage HCI434F1 alternator and both engines with waterproof tarps secured against wind damage.
- 6) Mobilize all required materials, equipment, tools, supplies, etc. and all required personnel to the project site in Kwethluk, Alaska.
- 7) Maintain power in the community during construction with limited outages scheduled in advance with the local utility.
- 8) Disconnect piping from the Genset #2 engine, disconnect wiring harness from engine, remove engine from skid, and temporarily stage out of the way. See Drawings for additional demolition detail.
- 9) Remove existing Genset #2 cracked skid from the plant and turn over to the Utility.
- 10) Clean, wire brush, and repaint the Owner Furnished skid, color black to match the original. Install on existing vibration isolators. Place skid to align engine exhaust with existing riser pipe. Install new wedge washers as required.

- 11) Install the existing Genset #2 engine and the Newage HCI434E1 alternator on the skid. Shim as required to get proper alignment then reconnect with all new fasteners.
- 12) Adjust vibration isolators as required to provide approximately 1/8" clear for connection to exhaust flex.
- 13) Reconnect existing piping using new exhaust flange gaskets and turbo hump hoses. Reconnect existing engine harness, power conductors, and control wiring. See Drawings for additional detail.
- 14) Test run Genset #2 and verify proper operation. Upon successful completion of test, place Genset #2 back in normal service.
- 15) Upon completion of Work, remove all Contractor tools and equipment from the project site, thoroughly clean all work areas, remove all rubbish and debris, and dispose of all waste in accordance with State requirements.

**V. Special Terms and Conditions:**

- 1) The Denali Commission Federal funds being used are exempt from Davis Bacon wage requirements; therefore, Federal prevailing wage rates do not apply.
- 2) Kwethluk Light Plant is not a political subdivision of the State of Alaska; therefore, this work is not subject to AS 36.05. Alaska Mini-Davis-Bacon wage rates do not apply and certified payroll is not required.
- 3) The Denali Commission Federal funds being used for this project are subject to the Buy America Act and therefore this work is subject to the Buy America Act. All new materials used on this project shall be manufactured in the U.S.

**VI. Insurance Requirements:**

The Contractor shall purchase at their 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 Owner shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Owner 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 Owner.

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 \$1,000,000 combined single limit per



occurrence. The Owner shall be listed as additional insured and a Waiver of Subrogation against the Owner will be provided.

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 may cause Owner to declare the bidder non-responsible and to reject the bid.*

The Certificate of Insurance shall name Kwethluk Light Plant, Alaska Energy Authority, and Denali Commission as certificate holders and reference the project title "Kwethluk Light Plant M&I Generator #2 Replacement".

## APPENDIX B – FEDERAL ASSURANCES

Because this contract is funded with federal funds, the following contract provisions shall apply, where applicable, to all work performed on the contract by the contractor's own organization and by subcontractors. As provided in this Section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions and further require their inclusion in any lower tier subcontracts or purchase orders that may in turn be made. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all applicable Required Contract Provisions.

### B.1 BREACHES AND DISPUTE RESOLUTION.

**Contracts in excess of \$250,000.** Any dispute arising under this Contract which is not disposed of by mutual agreement shall be resolved in accordance with 2 AAC 108.915.

### B.2 TERMINATION.

**Contracts in excess of \$10,000.** This Contract may be terminated by either party upon 10 days written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination ("Default Termination"). If the Authority terminates this agreement, the Authority will pay the Contractor a sum equal to the percentage of Work completed that can be substantiated either by the Contractor to the satisfaction of the Authority, or by the Authority. If the Authority becomes aware of any non-conformance with the Work or this agreement by the Contractor, the Authority will promptly notify the Contractor in writing of the non-conformance. Should the Contractor's Work remain in non-conformance after having received written notification, the percentage of total compensation attributable to the non-conforming Work may be withheld. The Authority may at any time suspend or terminate ("Convenience Termination") this Agreement for its needs or convenience with or without cause upon written notice. In the event of a Convenience Termination, the Contractor will be compensated for all authorized Work and authorized expenditures performed to the date of receipt of written notice of termination plus reasonable expenses. No fee or other compensation will be due for any incomplete portion of the Work.

### B.3 EQUAL EMPLOYMENT OPPORTUNITY.

Except as otherwise provided under [41 CFR Part 60](#), **all construction contracts** must include, and all contractors and subcontractors must comply with, the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

### B.4 DAVIS-BACON ACT, AS AMENDED ([40 U.S.C. 3141-3148](#)).

**Construction contracts in excess of \$2,000** are required to comply with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. **A copy of the current prevailing wage determination issued by the Department of Labor is included in this solicitation.** Contract and subcontract awards must be conditioned upon the acceptance of the wage determination. All suspected or reported violations must be reported to the Federal awarding agency.

**B.5 COPELAND “ANTI-KICKBACK” ACT ([40 U.S.C. 3145](#))**

**Construction contracts in excess of \$2,000** are required to comply with the **Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#))**, as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations must be reported to the Federal awarding agency.

**B.6 CONTRACT WORK HOURS/SAFETY STANDARDS ACT ([40 U.S.C. 3701-3708](#)).**

**Construction contracts in excess of \$100,000** that involve the employment of mechanics or laborers are required to comply with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**B.7 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**

If the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**B.8 CLEAN AIR ACT ([42 U.S.C. 7401-7671Q](#).) AND THE FEDERAL WATER POLLUTION CONTROL ACT ([33 U.S.C. 1251-1387](#)), AS AMENDED**

**Contracts in excess of \$150,000** are required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**B.9 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 & 12689)**

A contract award **greater than or equal to \$25,000** (see [2 CFR 180.220](#)) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” **Contractors that apply or bid for an award exceeding \$25,000 must sign and submit the attached “Debarment” certification with their bid.**

**B.10 BYRD ANTI-LOBBYING AMENDMENT ([31 U.S.C. 1352](#))**

Each contractor and subcontractor must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or

employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Disclosures shall be forwarded from tier to tier up to the Authority. **Contractors that apply or bid for an award exceeding \$100,000 must sign and submit the attached “Lobbying” certification with their bid.**

### **B.11 PROCUREMENT OF RECOVERED MATERIALS.**

A state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, **where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000**; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **B.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

Contractors and subcontractors are prohibited from entering into a contract (or extending or renewing 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. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). See [§ 200.216](#).

### **B.13 DOMESTIC PREFERENCES FOR PROCUREMENTS.**

As appropriate and to the extent consistent with law, and to the greatest extent practicable, Contractor’s are required to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contracts and purchase orders for work or products under this award. See [§ 200.322](#).

The Denali Commission Federal funds being used for this project are subject to the Buy America Act and therefore this work is subject to the Buy America Act. All new materials used on this project shall be manufactured in the U.S.

**DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION – 2 CFR 200.214; Executive Orders 12549 and 12689** [Applicable to all federally assisted contracts which exceed \$25,000]**Instructions for Certification:**

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor and lower tier participants knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Authority may pursue available remedies, including suspension and/or debarment.
2. The prospective contractor and lower tier participants shall provide immediate written notice to the Authority if at any time the prospective contractor and lower tier participants learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders [12549](#) and 12689. You may contact the Authority for assistance in obtaining a copy of those regulations.
4. The prospective contractor and lower tier participants agrees by submitting this bid or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Authority.
5. The prospective contractor and lower tier participants further agrees by submitting this bid or proposal that it will require the language of this certification be included in all subcontracts and all lower tier participants shall certify compliance with this requirement.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the Authority may pursue available remedies including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction**

- (1) The prospective contractor and lower tier participants certifies, by submission of this bid or proposal, that neither it nor its "principals" is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective contractor and lower tier participants is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

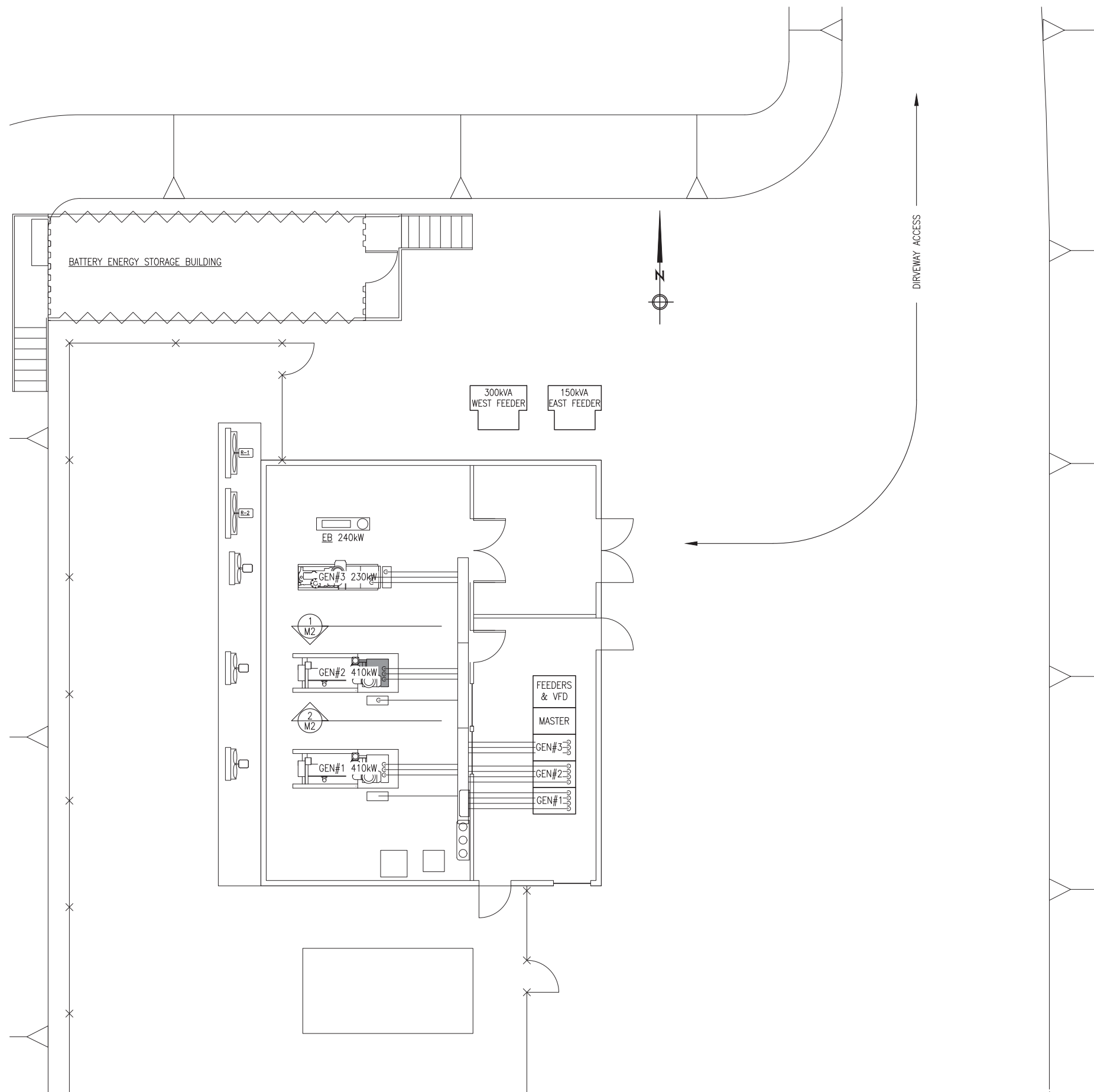
The Contractor, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 2 CFR §180 apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

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

End of Federal Assurances



1 KWETHLUK POWER PLANT SITE PLAN  
3/16"=1'-0"



2 KIPNUK ENGINE-GENERATOR LEFT SIDE  
NO SCALE



3 KIPNUK ENGINE-GENERATOR RIGHT SIDE  
NO SCALE

ISSUED FOR  
CONSTRUCTION  
MAY 2024



|                                                                              |                              |  |
|------------------------------------------------------------------------------|------------------------------|--|
| PROJECT:<br>2024 KWETHLUK M&I GENERATOR #2 REPLACEMENT                       |                              |  |
| TITLE:<br>KWETHLUK POWER PLANT SITE PLAN &<br>KIPNUK ENGINE-GENERATOR PHOTOS |                              |  |
| DRAWN BY: JTD                                                                | SCALE: AS NOTED              |  |
| DESIGNED BY: BCG                                                             | DATE: 5/1/24                 |  |
| FILE NAME: KWT M&I M1-2                                                      | SHEET:                       |  |
| P.O. 111405, Anchorage, AK 99511 (907)349-0100                               | PROJECT NUMBER:<br><b>M1</b> |  |



DISCONNECT EXISTING EXHAUST FLEX FOR TEMPORARY REMOVAL OF ENGINE, SAVE FOR REINSTALLATION

EXISTING CONDUIT & POWER CONDUCTORS TO REMAIN FOR RECONNECTION TO NEW GENERATOR END, TYP.

CAREFULLY REMOVE REMAINING TOP PLATE & FRAME MEMBERS FROM OLD GENERATOR, TYP.

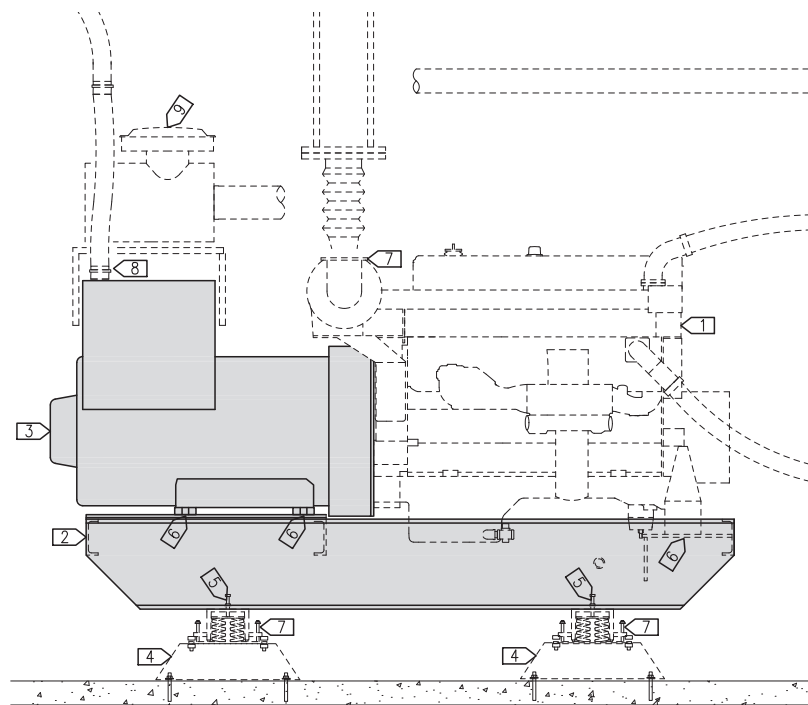
REMOVE EXISTING CRACKED SKID & REPLACE WITH NEW

EXISTING PEDESTALS & VIBRATION ISOLATORS TO REMAIN



EXISTING GEN#2 RIGHT SIDE PRIOR TO MODIFICATIONS

TEMPORARILY REMOVE ENGINE & STAGE OUT OF WAY FOR SKID REPLACEMENT, REINSTALL ON NEW SKID



GEN#2 NEW WORK RIGHT SIDE ELEVATION

**GENERATOR MODIFICATION GENERAL NOTES:**

1. EXISTING EQUIPMENT TO REMAIN IN SERVICE SHOWN WITH LIGHT DASHED LINES.
2. OWNER FURNISHED ENGINE AND GENERATOR TO BE INSTALLED SHOWN WITH DARK SOLID LINES AND GRAY SHADING.
3. DISCONNECT FUEL, USED OIL, AND CRANK VENT HOSES, EXHAUST FLEX, CHARGE AIR TUBING, AND WIRING HARNESS FOR TEMPORARY ENGINE REMOVAL. RECONNECT AFTER REINSTALLATION OF ENGINE ON NEW SKID. SEE DETAILS AND SPECIFIC NOTES FOR ADDITIONAL DETAILS.
4. RECONNECT EXISTING POWER, CONTROL, AND SENSING CONDUCTORS TO NEW GENERATOR IN IDENTICAL ARRANGEMENT TO ORIGINAL GENERATOR CONNECTIONS.

**GENERATOR MODIFICATION SPECIFIC NOTES:**

- 1) AFTER DISCONNECTING WIRING HARNESS AND ALL PIPING, REMOVE EXISTING CAT 3456 ENGINE AND TEMPORARILY STAGE OUT OF WAY FOR REINSTALLATION ON NEW FOR SKID.
- 2) REMOVE EXISTING CRACKED SKID AND REPLACE WITH OWNER FURNISHED SKID. PRIOR TO INSTALLATION WIRE BRUSH, CLEAN, AND PAINT NEW SKID COLOR BLACK TO MATCH ORIGINAL.
- 3) REINSTALL EXISTING ENGINE AND INSTALL OWNER FURNISHED NEWAGE MODEL HC1534E GENERATOR END ON OWNER FURNISHED SKID. PROVIDE ALL NEW FASTENERS.
- 4) EXISTING 6x6 SUPPORT PEDESTALS TO REMAIN.
- 5) INSTALL NEW WELDED-IN-PLACE HEAVY STEEL WEDGE WASHERS. POSITION TO ALIGN ENGINE EXHAUST DISCHARGE WITH RISER PIPE.
- 6) DRILL NEW MOUNTING HOLES AND INSTALL STEEL SHIM PLATES AS REQUIRED FOR ALIGNMENT OF GENERATOR END AND ENGINE. BOLT GENERATOR END AND ENGINE TO SKID TO MATCH ORIGINAL INSTALLATION USING ALL NEW FASTENERS.
- 7) ADJUST VIBRATION ISOLATOR SPRING HEIGHTS AS REQUIRED TO LEVEL SKID AND MAINTAIN 1/8" GAP AT FLEX FLANGE CONNECTION TO ALLOW FOR EXPANSION. REINSTALL EXHAUST FLEX WITH NEW HIGH TEMPERATURE GASKETS AND NEW FLANGE BOLTS. COAT BOLTS WITH HIGH TEMPERATURE ANTI SEIZE AND TORQUE AS REQUIRED. NOTE: CHECK BOLT TORQUE AFTER A MINIMUM OF TWO HEAT CYCLES.
- 8) CONNECT TWO EACH EXISTING 3" LIQUID TIGHT FLEX CONDUIT TO TOP OF NEW GENERATOR ENCLOSURE. USING EXISTING LUGS TERMINATE EXISTING CONDUCTORS TO GENERATOR TERMINALS TO MATCH ORIGINAL, TWO SETS OF 4 EACH #4/0 AND #2 GROUND.
- 9) REINSTALL ORIGINAL AIR INTAKE SUPPORT RACK AND AIR CLEANER ON NEW GENERATOR END AND CONNECT TO ENGINE AIR INTAKE WITH EXISTING TUBING.
- 10) EXISTING J-BOX, CONTROL WIRING FROM SWITCHGEAR, AND ENGINE WIRING HARNESS TERMINATIONS TO REMAIN.
- 11) INSTALL NEW 3/4" LT FLEX AND ROUTE EXISTING PMG, FIELD, AND VOLTAGE SENSING CONDUCTORS TO OWNER FURNISHED GENERATOR AND CONNECT IDENTICAL TO ORIGINAL.

**1 GEN#2 GENERATOR END REPLACEMENT – RIGHT SIDE**

M2 1/2"=1'

DISCONNECT COOLANT HOSES, CHARGE AIR TUBING, & CRANK VENT HOSE FOR ENGINE REMOVAL

TEMPORARILY REMOVE ENGINE & STAGE OUT OF WAY FOR SKID REPLACEMENT, REINSTALL ON NEW SKID

REMOVE EXISTING CRACKED SKID & REPLACE WITH NEW

EXISTING PEDESTALS & VIBRATION ISOLATORS TO REMAIN



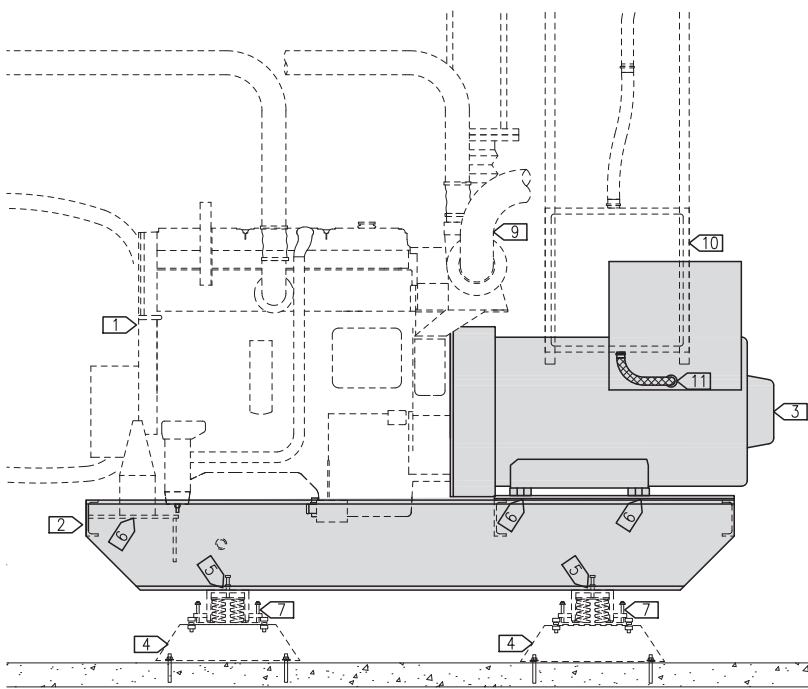
EXISTING GEN#2 LEFT SIDE PRIOR TO MODIFICATIONS

EXISTING J-BOX, CONDUIT, & CONTROL WIRING FROM SWITCHGEAR TO REMAIN

TEMPORARILY DISCONNECT EXISTING ENGINE WIRING HARNESS FOR ENGINE REMOVAL & RECONNECT AFTER ENGINE REINSTALLATION

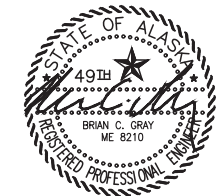
COIL EXISTING FIELD, PMG, & VOLTAGE SENSING CONDUCTORS OUT OF WAY & SAVE FOR RECONNECTION TO NEW GENERATOR

REMOVE REMAINING SIDE PLATE & FRAME MEMBERS FROM OLD GENERATOR, TYP.



GEN#2 NEW WORK LEFT SIDE ELEVATION

ISSUED FOR CONSTRUCTION  
MAY 2024



PROJECT: 2024 KWETHLUK M&I GENERATOR #2 REPLACEMENT

TITLE: GENERATOR & SKID REPLACEMENT DETAILS

|                         |                 |
|-------------------------|-----------------|
| DRAWN BY: JTD           | SCALE: AS NOTED |
| DESIGNED BY: BCG        | DATE: 5/1/24    |
| FILE NAME: KWT M&I M1-2 | SHEET: M2       |
| PROJECT NUMBER:         |                 |

**2 GEN#2 GENERATOR END REPLACEMENT – LEFT SIDE**

M2 1/2"=1'