



ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY (AUTHORITY)  
813 W. Northern Lights Blvd.  
Anchorage, AK 99503

Invitation to Bid 18007  
Title of ITB: Ketchikan Shipyard Transfer Carts REBID

Date of Issue: July 12, 2017  
Bid Opening Date: July 26, 2017 @ 2:30 PM

Contracting Officer: Rich Wooten, CDT, CPSM  
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**Pre-bid conference: July 18, 2017, 10:00am. Pre-bid will be held at 813 West Northern Lights Blvd., Anchorage, Alaska 99503. You may appear telephonically by calling 1-888-585-9008, conference room # 434-756-426.**

Offerors Are Not Required To Return This Form.

**Important Notice:** If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register at <http://www.aideaaeaprocedurement.org/> listed in this document to receive subsequent amendments.

SECTION II  
STANDARD TERMS & CONDITIONS

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NOTE: This section will be used for Terms and Conditions that are "special" and/or unique to a particular ITB. The paragraphs in this section may change from bid to bid. Accordingly, bidders must review this section to insure compliance.

**1.0 INTENT:** This invitation to bid (ITB) is intended to result in the purchase of Eleven each four-wheel keel carts assemblies complete (no wheels) and Sixteen each two-wheel Bilge carts assemblies complete (no wheels):

- 1.1 Contract Period: One Time Purchase
- 1.2 Quantities 27 carts TOTAL.
- 1.3 Location of Use: Ketchikan, Alaska (Ketchikan Shipyard)

**2.0 DELIVERY:**

**2.1 Inspections:**

2.1.1 The Authority's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to Contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the Contractor thereof. Without limiting any other rights of the State, The State at its option, may require the Contractor to:

- 2.1.1.1 repair or replace at contractor's expense, any or all of the damaged goods,
- 2.1.1.2 refund the price of any or all of the damaged goods, or
- 2.1.1.3 accept the return of any or all of the damaged goods.

2.1.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the bidder.

**2.2 Acceptance:**

2.2.1 Units will not be considered "Accepted" until all deficiencies have been corrected.

**2.3 Delivery Receipt:**

2.3.1 A delivery receipt will be required. The receipt must be filled out by the vendor, and acknowledged by the AUTHORITY, or authorized agent, receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the AUTHORITY.

2.3.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. Only the Contracting Officer or designee may sign warranty documentation.

**3.0 F.O.B. POINT:**

3.1 The F.O.B. point is as listed in Section IV, Bid Schedule. Ownership of and title will remain with the contractor until delivery is complete to final destination and accepted by the AUTHORITY.

**4.0 REPAIR ORDERS AND DOCUMENTATION:**

4.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this ITB, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.

**5.0 STATEMENT OF ORIGIN:** The bidder will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be delivered with the invoice to:

N/A

**6.0 WEIGHT VERIFICATION SLIPS:** If required in the Bid Price Schedule, a weight scale ticket of the completed unit will be included with the Statement of Origin.

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**7.0 PRICE:**

- 7.1 **Price Guarantee:** The Contractor is responsible to maintain prices under the contract firm for 90 days after bid opening. All price increases or decreases must remain firm for the following 90 days.
- 7.2 **NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.**

**8.0 Payment and Performance Bond:**

- 8.1 The Contractor proposes to furnish Payment Bond in the amount of 50% (of the contract) and Performance Bond in the amount of 50% (of the contract), as surety conditioned for the full, complete and faithful performance of this contract (Attached).

**9.0 TRADE RESTRICTION CLAUSE (9 CFR Part 30.13):**

- 9.1 The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:
- 9.1.1 is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
  - 9.1.2 has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
  - 9.1.3 has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- 9.2 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Transit Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.
- 9.3 Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.
- 9.4 The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
- 9.5 This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Transit Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.
- 9.6 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9.7 This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**10.0 CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS (49 CFR Part 21)**

- 10.1 During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

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- 10.1.1 **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 10.1.2 **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 10.1.3 **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 10.1.4 **Information and Reports.** The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 10.1.5 **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- 10.1.5.1 Withholding of payments to the contractor under the contract until the contractor complies, and/or
- 10.1.5.2 Cancellation, termination, or suspension of the contract, in whole or in part.
- 10.1.6 **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**11.0 DISADVANTAGED BUSINESS ENTERPRISES (49 CFR Part 26):**

- 11.1 **Contract Assurance (§26.13):** The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of AUTHORITY assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 11.2 **Prompt Payment (§26.29):** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **30** days from the receipt of each payment the prime contractor receives from the **AUTHORITY**. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **Contracting Officer**. This clause applies to both DBE and non-DBE subcontractors.

**12.0 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A):**

- 12.1 No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- 12.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

**13.0 ACCESS TO RECORDS AND REPORTS (49 CFR Part 18.36(i)):**

- 13.1 The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Transit Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**14.0 ENERGY CONSERVATION REQUIREMENTS (49 CFR Part 18.36 & Public Law 94-163):**

- 14.1 The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**15.0 BREACH OF CONTRACT TERMS (49 CFR Part 18.36):**

- 15.1 Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**16.0 RIGHTS TO INVENTIONS (49 CFR Part 18.36(i)(8)):**

- 16.1 All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**17.0 TERMINATION OF CONTRACT (49 CFR Part 18.36(i)(2)):**

- 17.1 The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- 17.2 If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- 17.3 If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- 17.4 If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

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17.5 The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**18.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR Part 29):**

18.1 The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, 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. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**19.0 CLEAN AIR AND WATER POLLUTION CONTROL (49 CFR Part 18.36(i)(12) & Section 306 of the Clean Air Act & Section 508 of the Clean Water Act):**

19.1 Contractors and subcontractors agree:

19.1.1 That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

19.1.2 To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued there under;

19.1.3 That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

19.1.4 To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

**20.0 BUY AMERICAN PREFERENCES (FAR at 48 CFR Chapter 1, Subparts 25.1 and 25.2):**

20.1 The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

20.1.1 Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.

20.1.2 Components. As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.

20.1.3 Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

20.2 **(\*) The successful bidder will be required to certify in writing:**

20.2.1 All products are wholly produced in the US of US materials, or;

20.2.2 Provide an approved waiver from the FTA for non-US produced products, or

20.2.3 Certify that the equipment being offered is on the Nationwide Buy America conformance list.

20.3 **(\*) If the bidder cannot produce one of the above, then the following must be provided for FTA approval prior to purchase:**

20.3.1 A statement providing detailed information regarding the following:

20.3.2 Manufacturer and country of origin of the equipment bid.

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- 20.3.3 The location of the final assembly of the equipment (final assembly is the substantial transformation of the various components and subcomponents into the equipment)
- 20.3.4 The cost of the US components and subcomponents for the equipment.
- 20.3.5 The cost of the non-US components and sub-components for the equipment.
- 20.3.6 The resulting percent of US and non-US components.

**21.0 EXCLUSION OF PROSPECTIVE CONTRACTOR FROM COMPETITION**

- 21.1.1 Per 3 AAC 100.070 (a) A procurement officer may issue a competitive solicitation that prohibits an individual or contractor from submitting a bid or proposal if:
  - (1) the procurement officer makes a determination that the contractor or individual assisted in drafting the invitation to bid or request for proposal and gained substantial information regarding the invitation to bid or request for proposal that is not available to other bidders or offerors;
  - (2) the contractor or individual is listed on any state or federal list of debarred contractors;
  - (3) the contractor or individual has headquarters in a country listed in Tier 3 of the most recent Trafficking in Persons Report published by the United States Secretary of State under 22 U.S.C. 7107(b)(1)(C);
  - (4) the contractor or individual would only act as a broker in supplying the goods or services and not add value to the transaction; or
  - (5) award to a specific contractor or individual could create a conflict of interest that would compromise the objectivity or purposes of the contract.
- (b) If an excluded contractor or individual submits a bid or proposal, the procurement officer will reject the bid or proposal as non-responsive.

**INSTRUCTIONS TO BIDDERS:**

- 1.0 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 ten (10) days 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.
- 2.0 BID FORMS:** Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.
- 3.0 SUBMITTING BIDS:** Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

**Bidder's Return Address**

**Alaska Industrial Development and Export Authority**

**813 West Northern Lights Blvd.  
Anchorage, AK 99503**

**ITB No.: 18007**

**Opening Date: \_\_\_\_\_**

- ELECTRONIC BID SUBMISSION:** Bids may be emailed to [rwooten@aidea.gov](mailto:rwooten@aidea.gov), no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907) 771-3019 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.
- 4.0 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 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.
- 5.0 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.



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- 6.0 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 3 AAC 100.570.
- 8.0 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 State will not pay for alterations that are not approved in advance and in writing by the contracting officer.
- 9.0 AMENDMENTS:** Contract terms shall not be waived, altered, modified, supplemented or amended without prior written approval of the Contracting officer.
- 10.0 BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. 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.
- 11.0 BID FORMAT:**
- 11.1 Bid submitted must contain, as a minimum:
    - 11.1.1 Cover Page
    - 11.1.2 Bid Price Schedule
    - 11.1.3 Asterisked (\*) item pages only (and/or) Letter of Clarification addressing asterisked (\*) items
    - 11.1.4 All pertinent amendments
  - 11.2 Failure to return all of the pages listed above will cause your bid to be rejected.
  - 11.3 Bids must conform to the requirements of the Invitation to Bid or Request for Proposal. All necessary attachments (bid bonds, references, descriptive literature, etc.) must be submitted with the bid and in the required format. Failure to comply with all requirements shall result in a non-responsive bid.
- 12.0 BID MODIFICATION:**
- 12.1 Modifications or erasures made before bid submission should be initialed in ink by the person signing the bid. A bid may be rejected if it contains a material alteration or erasure, which is not initialed by the signer of the bid and the intent of the bidder, is not reasonably ascertainable from the bid as submitted.
  - 12.2 Bids, once submitted, may be modified in writing before the time and date set for bid opening. Any modifications shall be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior bid. Modification must be submitted in a sealed envelope clearly marked "Bid Modification" and identifying the bid number and closing date and time. Bidders may not modify bids after bid opening time.
- 13.0 BID WITHDRAWALS:** Bids may be withdrawn in writing on company letterhead signed by an authorized representative and received by the Procurement Office prior to bid closing time. Bids may also be withdrawn in person before bid opening time upon presentation of appropriate identification.
- 14.0 CERTIFICATION OF COMPLIANCE WITH AMERICAN'S WITH DISABILITIES ACT OF 1990:**
- 14.1 By signature of their bid/proposal the bidder/proposer certifies that they comply with the American's with Disabilities Act of 1990 and the regulations issued there under by the federal government.
  - 14.2 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.
- 15.0 CLARIFICATION OF OFFER:**
- 15.1 A letter of clarification is required to explain any deviations from terms, conditions, or specifications of this ITB. Offers exceeding ITB specifications are regarded as deviations and should be clarified.

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- 15.2 In order to prevent technical errors, following each asterisked is space that shall be used to address all of the asterisked items. It is **mandatory** that a letter of clarification or the space behind the asterisked items be used to supply the required information.
- 15.3 When using a letter of clarification, or the space provided within the ITB, to address an asterisked (\*) item, the statement must indicate specifically what is being provided. Do not include statements such as "Complies to Spec", or "Meets or Exceeds Specifications". This will be considered a non-responsive response.
- 15.4 Letters of Clarification are to be on company (Bidder's) letterhead and be signed. The only information in the Letters of Clarification should be the explanation(s) of deviation(s) and/or responses to asterisked (\*) items. Asterisked (\*) item explanations should refer to that particular specification item number.
- 15.5 Letters of disclosure and clarification must be made part of the sealed bid.

**CONDITIONS:**

- 1.0 AUTHORITY:** This ITB is written in accordance with 3 AAC 100 and FTA C 4220.1F.
- 2.0 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.
- 3.0 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.
- 4.0 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.
- 5.0 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.
- 6.0 EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.
- 7.0 BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.
- 8.0 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 State, 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.
- 9.0 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.
- 10.0 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.
- 11.0 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.
- 12.0 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.

SECTION II  
STANDARD TERMS & CONDITIONS

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- 13.0 FORCE MAJEURE** (Impossibility to perform): The parties to a contract resulting from this ITB 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 ITB, 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.
- 14.0 LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
- 15.0 CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State 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.
- 16.0 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.
- 17.0 DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.
- 18.0 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 bid the bidder 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 and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
- 19.0 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.
- 20.0 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.
- 21.0 NEW EQUIPMENT:** Equipment offered in response to this ITB must be new equipment. 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 state. The state 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 state to seek remedies under breach of contract.
- 22.0 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 state that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the state will cause the state to consider the bid non-responsive and reject the bid.
- 23.0 BRAND SPECIFIC:** Certain items may be designated brand specific. When an item is so designated no substitutions

SECTION II  
STANDARD TERMS & CONDITIONS

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for the brand and model specified will be allowed.

- 24.0 INSPECTION:** Equipment offered for lease may be subject to inspection and approval by the state prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.
- 25.0 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 state will not pay for alterations that are not approved in advance and in writing by the contracting officer.
- 26.0 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.
- 27.0 ITEM UPGRADES:** The state 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.
- 28.0 DELIVERY TIME:** The elapsed time between the time the state places an order and the time that order is actually shipped from the contractor's place of business must be entered in space provided under "BID SCHEDULE". This processing time is to remain constant throughout the life of the contract(s).
- 29.0 DELIVERY CONFIRMATION:** Bidders must obtain a confirmation from the manufacturer that the items offered are scheduled for production in sufficient time to meet the scheduled delivery dates. A copy of the manufacturer's confirmation may be included with the bid or submitted within 10 days of the state's request. The bidder's failure to provide the manufacturers confirmation as required will cause the state to consider the bid non-responsive and reject the bid.
- 30.0 ADVANCE NOTICE OF DELIVERY:** The contractor must notify the freight company that delivers the order that the state facility receiving the order requires 24 hours advance notice of delivery.
- 31.0 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED:** Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.
- 32.0 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 face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.
- 33.0 ESTIMATED QUANTITIES:** The quantities referenced in this ITB are the state's estimated requirements and may vary more or less from the quantities actually purchased. The state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.
- 34.0 SERVICE CHARGES:** Regardless whether the contractor repairs equipment on-site or off-site, the state will not be liable for any charges associated with the repair of broken equipment, including, but not limited to, unhooking, disassembly, packaging, crating, repair, transportation, replacement, reassembly, or rewiring.
- 35.0 COMPLETION OF SERVICE:** The service will not be complete and the equipment will not be considered serviced, repaired, or acceptable until it performs in compliance with the manufacturer's published performance specifications.
- 36.0 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 state will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.
- 37.0 CONTRACT CANCELLATION:** The state reserves the right to cancel the contract at its convenience upon 30 calendar day's written notice to the contractor. The state is liable only for payment in accordance with the payment

SECTION II  
STANDARD TERMS & CONDITIONS

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provisions of this contract for services or supplies provided before the effective date of termination.

- 38.0 METHOD OF AWARD:** The AUTHORITY is required by law to award “to the lowest responsible and responsive bidder whose bid conforms in all MATERIAL respects to the requirements and criteria set out in the invitation to bid.” 3 AAC 100.280.

All specifications in this ITB are important and bidders should carefully address each item. Deviation from a specification MAY result in rejection of a bid at the discretion of the Contracting Officer if the deviation is material. A material deviation is one that is significantly different from an essential aspect of a specification.

The Contracting Officer may be justified in accepting a non-material deviation - it will be determined upon the facts, circumstances, and the proposal in the bid. If a bid deviation has a negligible effect on price, quality, performance, delivery or contract conditions, it is not material and may be waived or corrected by the Contracting Officer. The AUTHORITY reserves the right to waive minor informalities or technical defects, which are not material, when such waiver is in the best interest of the State.

Nothing in this section shall be construed as depriving the State of its discretion in the matter of determining the lowest responsible bidder.

A Notice of Intent to Award (ITA) will be issued for all solicitations in accordance with regulations. The notice of intent to award does not constitute a formal award of a contract. Formal award is achieved through execution of the "Offer and Contract Award" section of the Invitation to Bid.

- 39.0 CONTRACTOR SELECTION PROCESS:** If multiple contracts are awarded and established this selection process will be used. When an agency needs security services the lowest contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the needed service, the state will contact the next lowest contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For instance, if there was a need to transport a person from Anchorage to Fairbanks and then guard the person for two days in Fairbanks, the agency would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

**SPECIAL CONDITIONS:**

- 42.0 ORDER DOCUMENTS:** Except as specifically allowed under this ITB, 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 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.
- 43.0 BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. 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.
- 44.0 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.
- 45.0 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

- 46.0 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

SECTION II  
STANDARD TERMS & CONDITIONS

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of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed 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.

- 47.0 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 that establishes a lower interest rate or precludes the charging of interest.
- 48.0 CONTRACT ADMINISTRATION:** The administration of this contract is the responsibility of the AUTHORITY.
- 49.0 SHIPPING DAMAGE:** The state 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 state will provide the contractor with written notice when damaged goods are received. The state 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.
- 50.0 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.
- 51.0 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 state 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.

- 52.0 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

SECTION II  
STANDARD TERMS & CONDITIONS

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they intend to provide. The bidder's failure to identify the brand and model offered will cause the state to consider the offer non-responsive and reject the bid.

**53.0 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.

**54.0 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.

**55.0 NONDISCLOSURE AND CONFIDENTIALITY:** Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure ( to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SPECIFICATION

**GENERAL SPECIFICATION:**

**Specification as follows**

- Inclusions:
  - o Eleven each four wheel keel carts assemblies complete (no wheels)
  - o Sixteen each two wheel Bilge carts assemblies complete (no wheels)
  - o 100% domestic material with mtr's
  - o Prep to SP 6 and coat with zinc rich primer
  - o Shop drawings included for review
  - o Testing and inspection of welds and coatings by CWI and Nace level III
  - o Freight FOB 3801 Tongass Ave, Ketchikan, AK 99901
  
- Exclusions:
  - o All sales tax
  - o Chain pulleys and guides (Shop drawings have been modified to reflect this omission, but is still shown on the overview drawings)
  - o Bolts
  - o Wheels
  - o Wheel installation

**Drawings Attached**



SECTION IV  
BID PRICE SCHEDULE

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**BID SCHEDULE INSTRUCTIONS:**

All bids must include both unit pricing and extensions and be otherwise complete in the format requested.

DELIVERY: Indicate, in the space(s) provided, the time required to make delivery after the receipt of an order (ARO). Failure to make an entry in the space(s) provided will be construed as an offer to deliver within "Required Delivery" NUMBER of calendar days ARO. Bids which specify deliveries in excess of "Required Delivery" NUMBER of calendar days ARO will be considered non-responsive and the bid(s) will be rejected.

The materials, equipment or services bid will conform to and meet the requirements of the Contract Bid Documents and are hereby incorporated into this document:

Complete the attached bid price sheets and return with other bid documents as required in Section II – Standard Terms and Conditions, paragraph 13.

SECTION IV  
 BID PRICE SCHEDULE

ITEM	QTY	UNIT	DESCRIPTION	UNIT	EXTENDED
				PRICE	PRICE
			<i>Work Overview</i>		
1	11	EA	Four-wheel keel carts assemblies complete (no wheels)		
2	16	EA	Two-wheel Bilge carts assemblies complete (no wheels)		

<b>TOTAL NOT-TO EXCEED</b>	
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FOB POINT: 3801 Tongass Ave, Ketchikan, AK 99901

Required Delivery: Maximum **40 days** after receipt of order (ARO) for Six keel (four wheel) carts  
 Eight side/bilge (two wheel) carts

Maximum **90 days** after receipt of order (ARO) for the remaining carts

Offered Delivered Time for Six keel (four-wheel) carts Eight side/bilge (two-wheel) carts: \_\_\_\_\_ Days ARO.

Offered Delivered Time for remaining carts: \_\_\_\_\_ Days ARO.

**THIS IS NOT AN ORDER**

**SEALED BIDS MUST BE SUBMITTED TO THE AUTHORITY PRIOR TO BID OPENING AT WHICH THEY WILL BE PUBLICLY OPENED.**

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive subsequent amendments. Failure to contact the

SECTION IV  
 BID PRICE SCHEDULE

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Procurement Officer may result in the rejection of your offer.

**BIDDER'S NOTICE:** By signature on this form, the bidder certifies that:

(1) the bidder has a valid Alaska business license, or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one of the following forms of evidence must be submitted with the bid:

- a canceled check for the business license fee;
- a copy of the business license application with a receipt date stamp from the State's business license office;
- a receipt from the State's business license office for the license fee;
- a copy of the bidder's valid business license;
- a sworn notarized affidavit that the bidder has applied and paid for a business license;

(2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:

- the laws of the State of Alaska;
- the applicable portion of the Federal Civil Rights Act of 1964;
- the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government;
- all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (1) at the time designated in the ITB for opening the AUTHORITY will reject the bid. If a bidder fails to comply with (2) of this paragraph, the AUTHORITY may reject the bid, terminate the contract, or consider the contractor in default. Bids must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive.

If a contract award is made by the AUTHORITY, the undersigned offers and agrees to furnish materials, equipment and services in compliance with all terms and conditions specified in ITB/Contract. Submittal of this document with authorized signature constitutes full understanding and a promise to comply with all specifications, terms and conditions of ITB/Contract.

TO BE COMPLETED BY BIDDER:		
COMPANY SUBMITTING BID	ADDRESS	ALASKA BUSINESS LICENSE NO:
AUTHORIZED SIGNATURE	CITY, STATE, ZIP	
PRINTED NAME	PHONE/FAX	
DATE	E-MAIL ADDRESS	

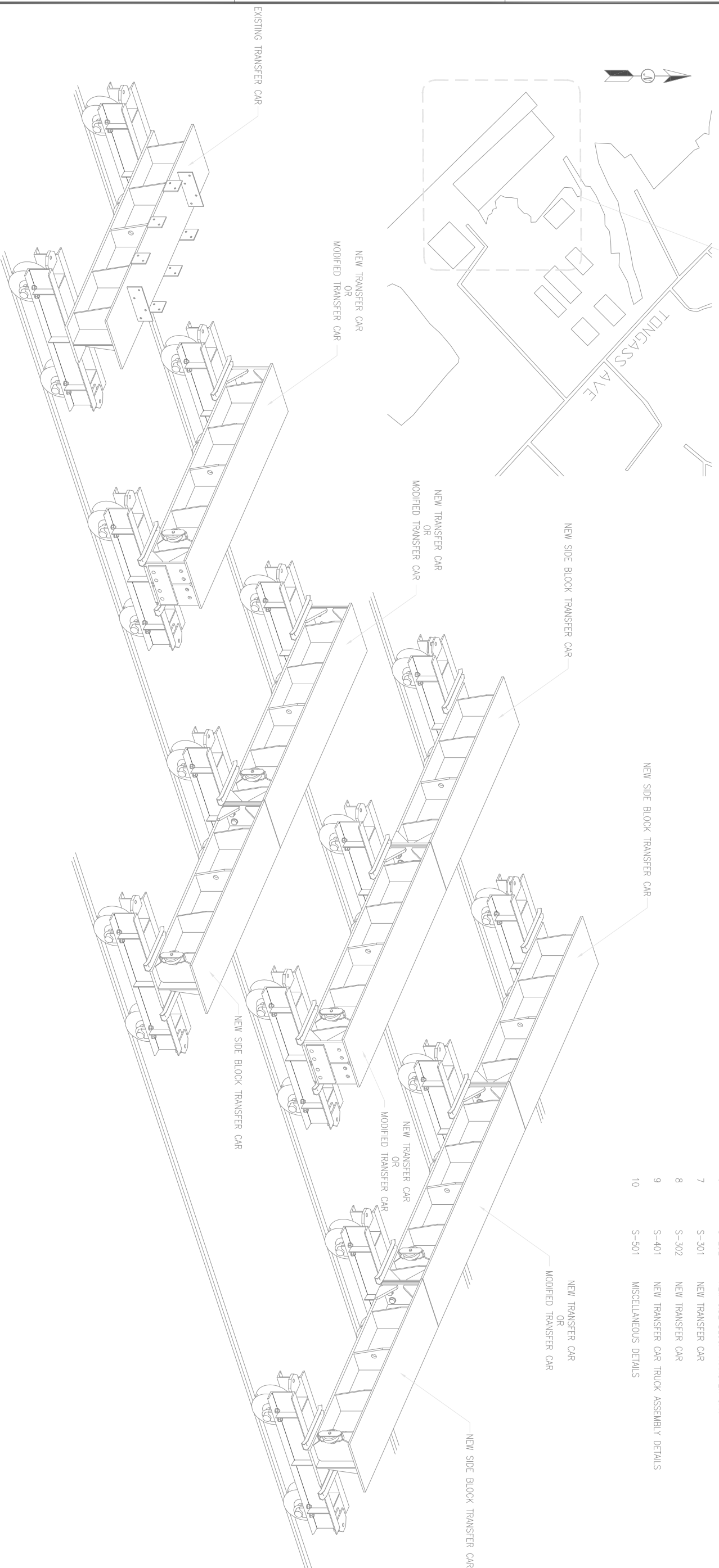
Revised 03/14/2012

# TRANSFER CARS WITH PULL BLOCKS

## ALASKA SHIP & DRYDOCK, LLC.

### KETCHIKAN, ALASKA

PROJECT LOCATION  
ALASKA SHIP & DRYDOCK, LLC.  
KETCHIKAN, ALASKA



DRAWING INDEX		DRAWING TITLE	
ITEM	NO.		
1	G-001	COVER SHEET AND DRAWING INDEX	
2	A-001	BLOCK LOADING DIAGRAM	
3	S-101	MODIFICATIONS TO EXISTING TRANSFER CAR	
4	S-102	MODIFICATIONS TO EXISTING TRANSFER CAR	
5	S-201	NEW SIDE BLOCK TRANSFER CAR	
6	S-202	NEW SIDE BLOCK TRANSFER CAR	
7	S-301	NEW TRANSFER CAR	
8	S-302	NEW TRANSFER CAR	
9	S-401	NEW TRANSFER CAR TRUCK ASSEMBLY DETAILS	
10	S-501	MISCELLANEOUS DETAILS	

SYM	DESCRIPTION	DATE	APP'R

**HEGER**  
DRY DOCK, Inc.  
DRY DOCK ENGINEERS  
DESIGN, INSPECTION AND CONSTRUCTION  
531 CONCORD STREET  
HOLLISTON, MA 01746  
(978) 428-1800

DWG MAP DWG JAH GKM RHH  
CHIEF ENG. R. HEGER  
DATE: 9/21/2012

THESE DESIGNS AND SPECIFICATIONS ARE NOW AND DO REMAIN THE PROPERTY OF HEGER DRY DOCK, INC. USE OF THESE DESIGNS OR REPRODUCTION OF THESE DESIGNS WITHOUT OUR EXPRESS WRITTEN PERMISSION IS PROHIBITED.

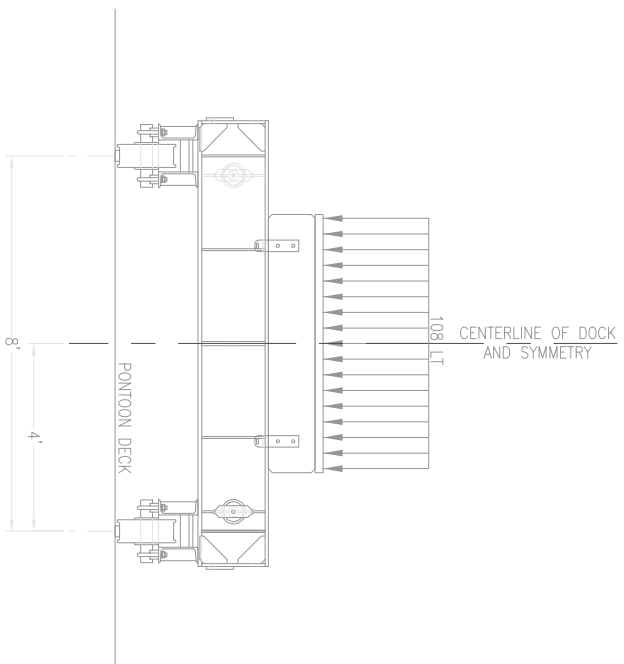
CLIENT NAME AND ADDRESS:  
**ALASKA SHIP & DRYDOCK, LLC.**  
KETCHIKAN, ALASKA

PROJECT TITLE:  
TRANSFER CARS WITH PULL BLOCKS

DRAWING TITLE:  
COVER SHEET AND DRAWING INDEX

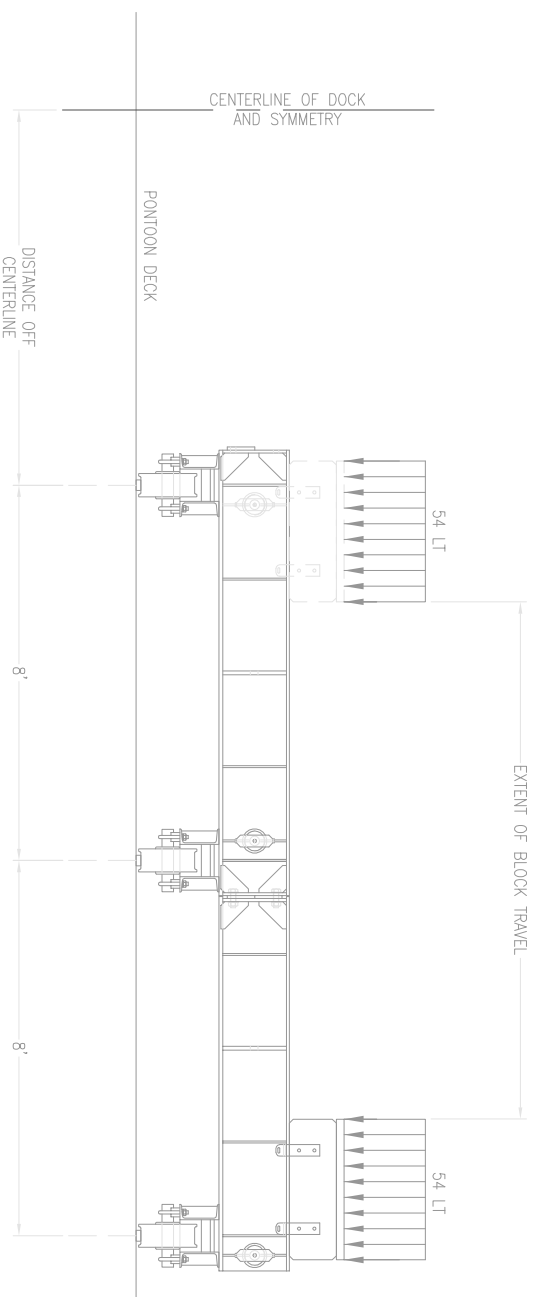
SCALE: AS NOTED  
PROJECT NO.: 3556-0  
CONSTR. CONTR. NO.

SHEET 1 OF 10  
G-001



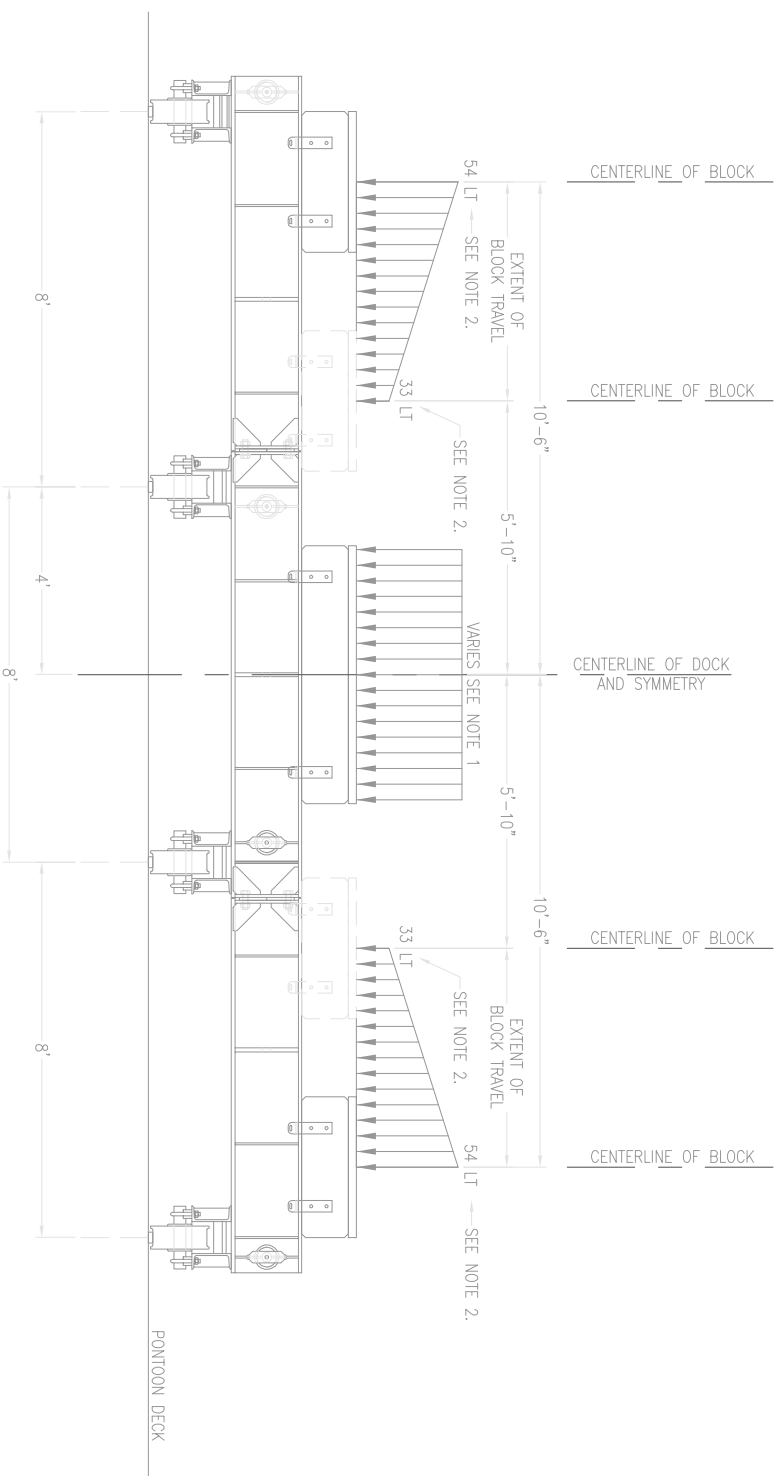
MAXIMUM ALLOWED KEEL BLOCK LOADING  
SCALE: 1/2"=1'-0"

C2



MAXIMUM ALLOWED SIDE BLOCK LOADING - 1 SIDE BLOCK PER CAR  
SCALE: 1/2"=1'-0"

C5



MAXIMUM ALLOWED BLOCK LOADING ON TRANSFER CAR ASSEMBLY AT DOCK CENTERLINE  
SCALE: 1/2"=1'-0"

A4

- NOTES:
- 1) COMBINATION OF BOTH SIDE BLOCK LOADS AND KEEL BLOCK LOAD SHOULD NOT EXCEED 108 LT OR RATED CAPACITY OF DOCK.
  - 2) ALLOWED SIDE BLOCK LOAD IS BASED ON CENTER OF SIDE BLOCK LOCATION.

**HEGER**  
DRY DOCK, Inc.  
DRY DOCK ENGINEERS  
GENERAL INSPECTION AND CERTIFICATION  
531 CONCORD STREET  
HOLLISTON, MA 01746  
(978) 423-1800

DSS MAP<sup>SM</sup> DRW ALB GJK RHH  
CHIEF ENG. R. HEGER  
DATE: 9/21/2012

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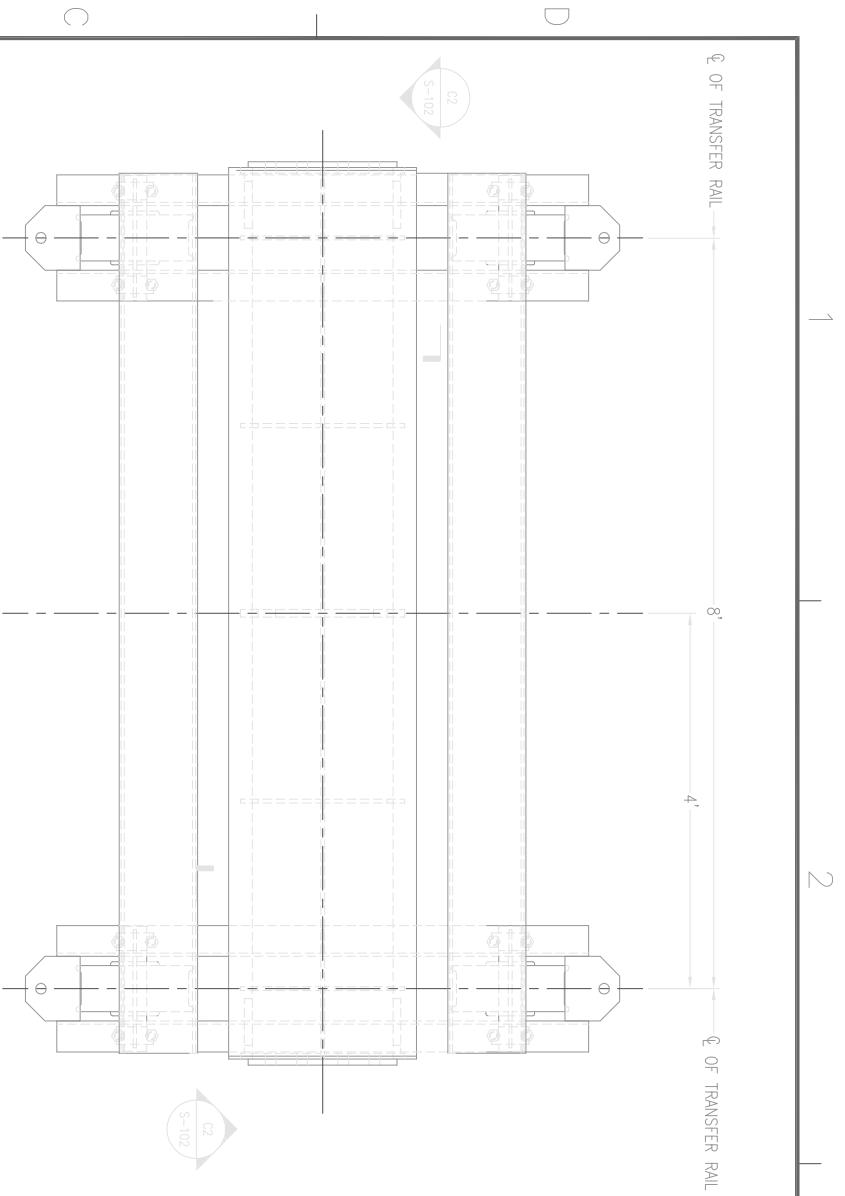
CLIENT NAME AND ADDRESS:  
**ALASKA SHIP & DRYDOCK, LLC.**  
KETCHIKAN, ALASKA

PROJECT TITLE:  
TRANSFER CARS WITH PULL BLOCKS

DRAWING TITLE:  
BLOCK LOADING DIAGRAM

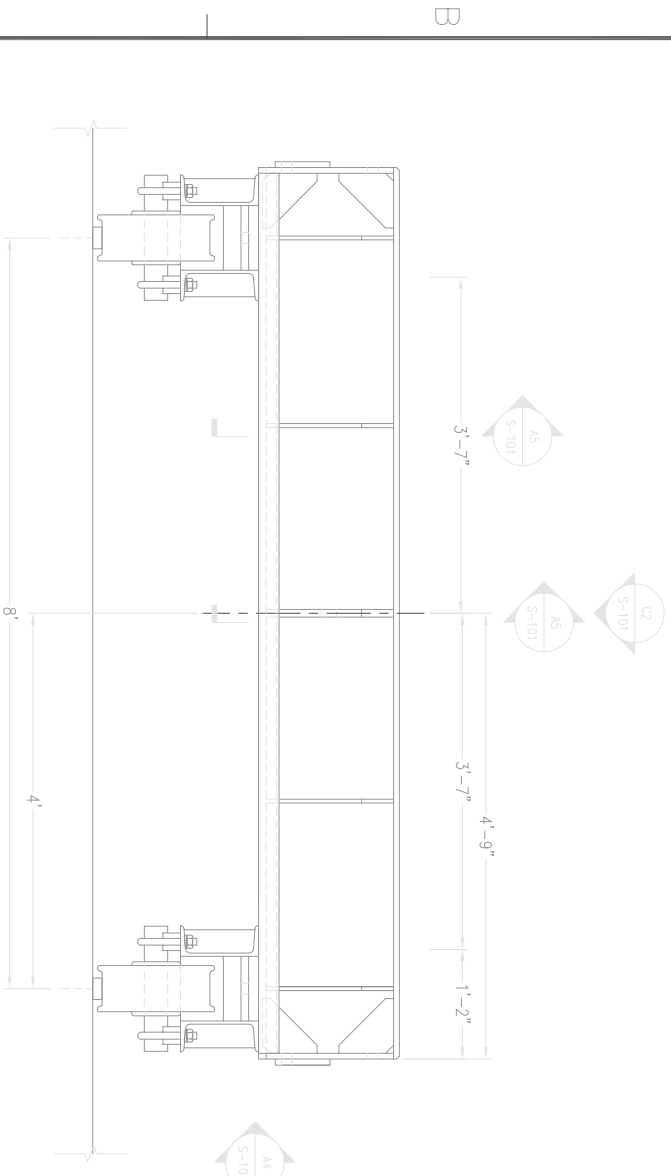
SCALE: AS NOTED  
PROJECT NO.: 3556-0  
CONSTR. CONTR. NO.

SHEET 2 OF 10  
A-001



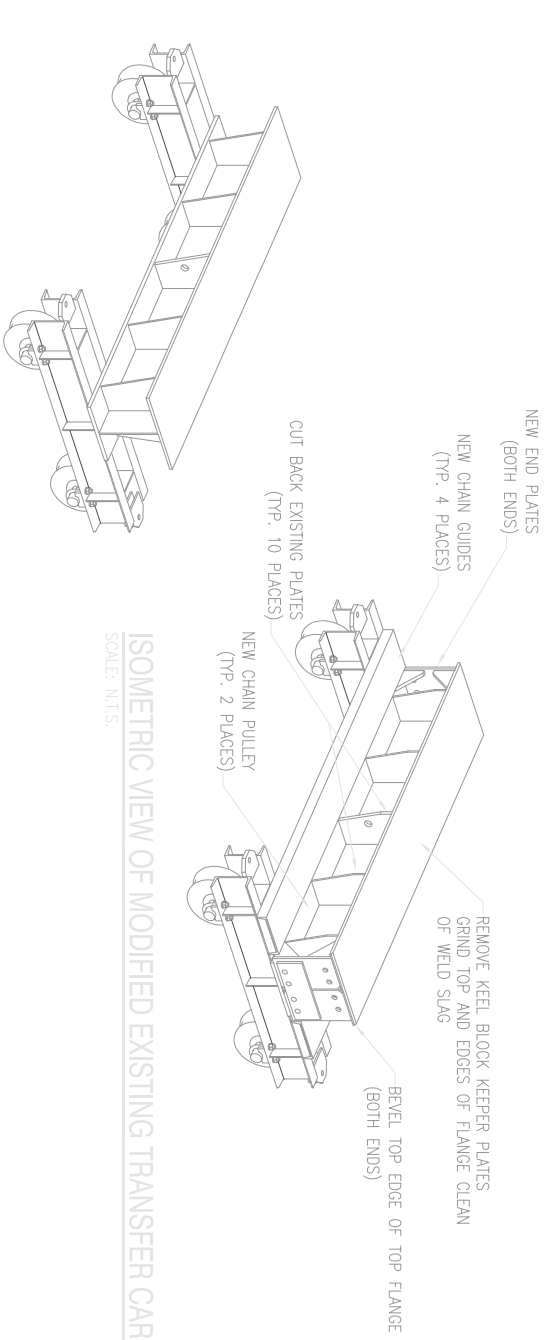
PLAN VIEW OF MODIFIED EXISTING TRANSFER CAR  
SCALE: 1"=1'-0"

S-101 C2



ELEVATION OF MODIFIED EXISTING TRANSFER CAR  
SCALE: 1"=1'-0"

A2

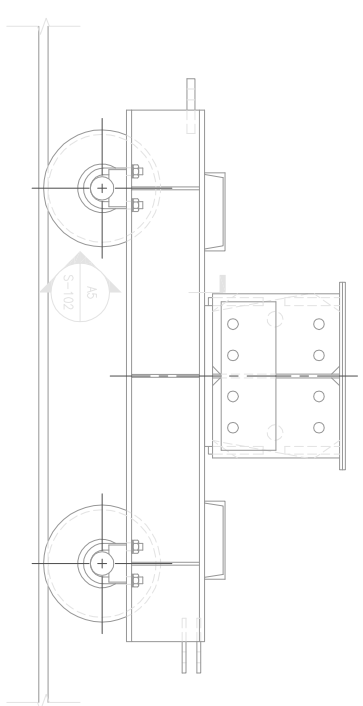


ISOMETRIC VIEW OF EXISTING TRANSFER CAR  
SCALE: N.T.S.

C4

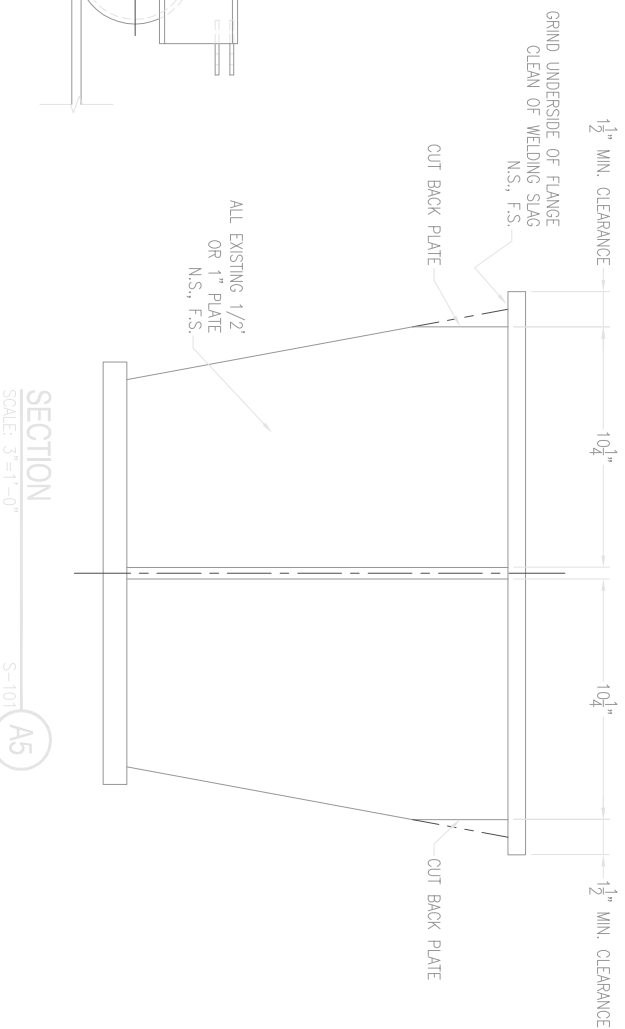
ISOMETRIC VIEW OF MODIFIED EXISTING TRANSFER CAR  
SCALE: N.T.S.

C5



RIGHT SIDE ELEVATION OF MODIFIED EXISTING TRANSFER CAR  
SCALE: 1"=1'-0"

A4



SECTION  
SCALE: 3"=1'-0"

A5

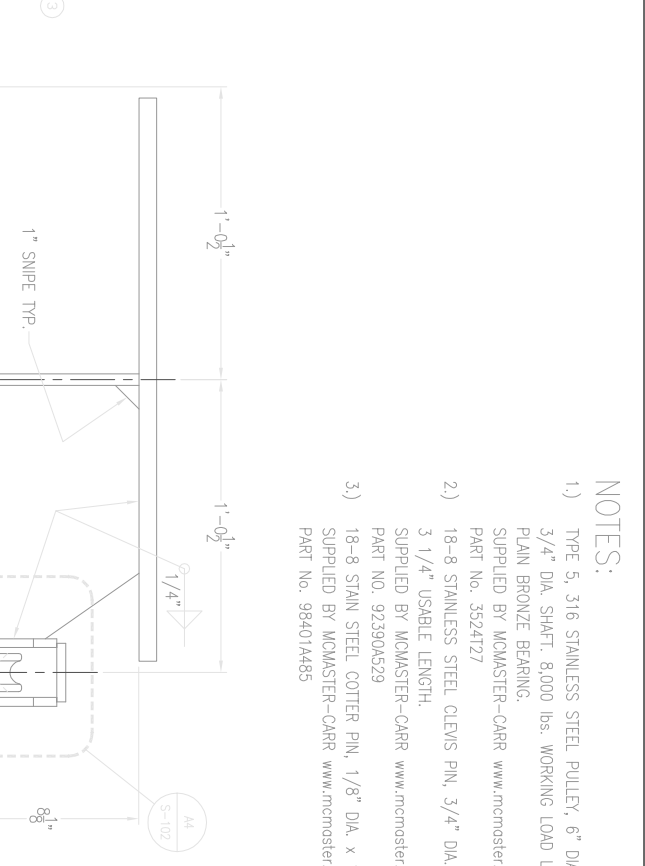
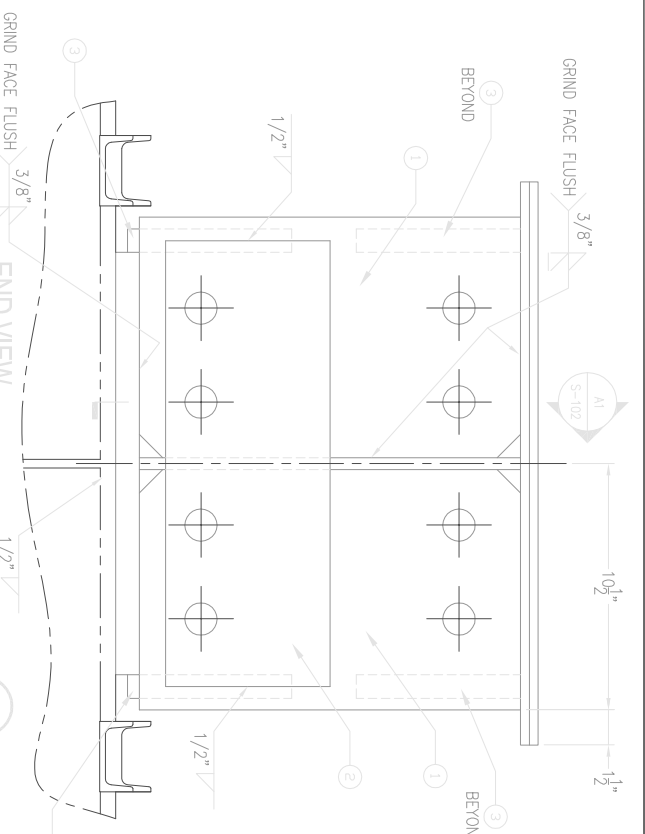
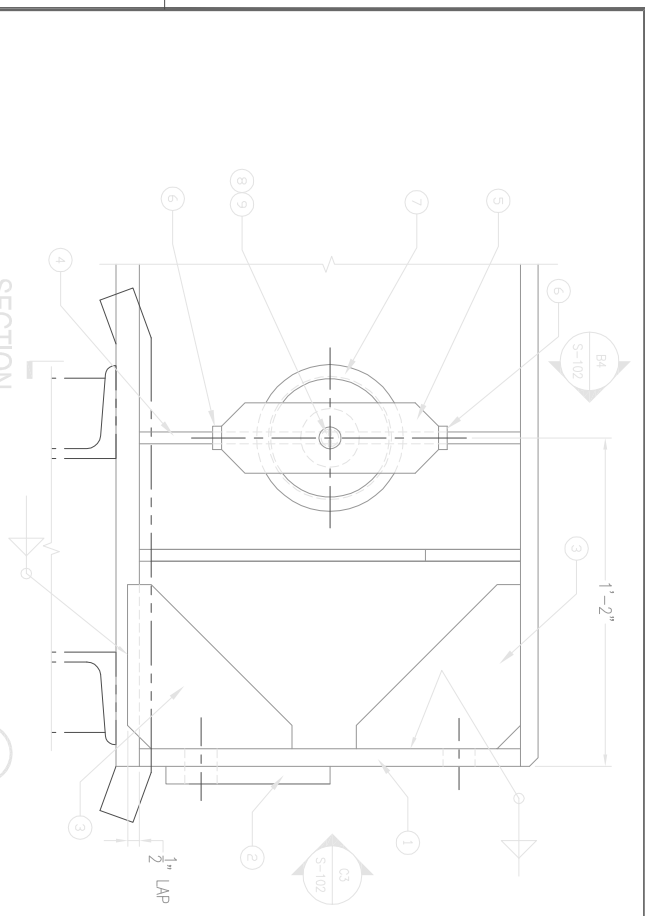
**HEGER**  
DRY DOCK, Inc.  
DRY DOCK ENGINEERS  
DESIGN, INSPECTION AND CONSTRUCTION  
531 CONCORD STREET  
HOLLISTON, MA 01746  
(908) 428-1800

DWG. MAP: DRW: ALB GKM RHH  
CHIEF ENG.: R. HEGER  
DATE: 9/21/2012

ALASKA SHIP & DRYDOCK, LLC.  
KETCHIKAN, ALASKA  
TRANSFER CARS WITH PULL BLOCKS  
MODIFICATIONS TO EXISTING TRANSFER CAR

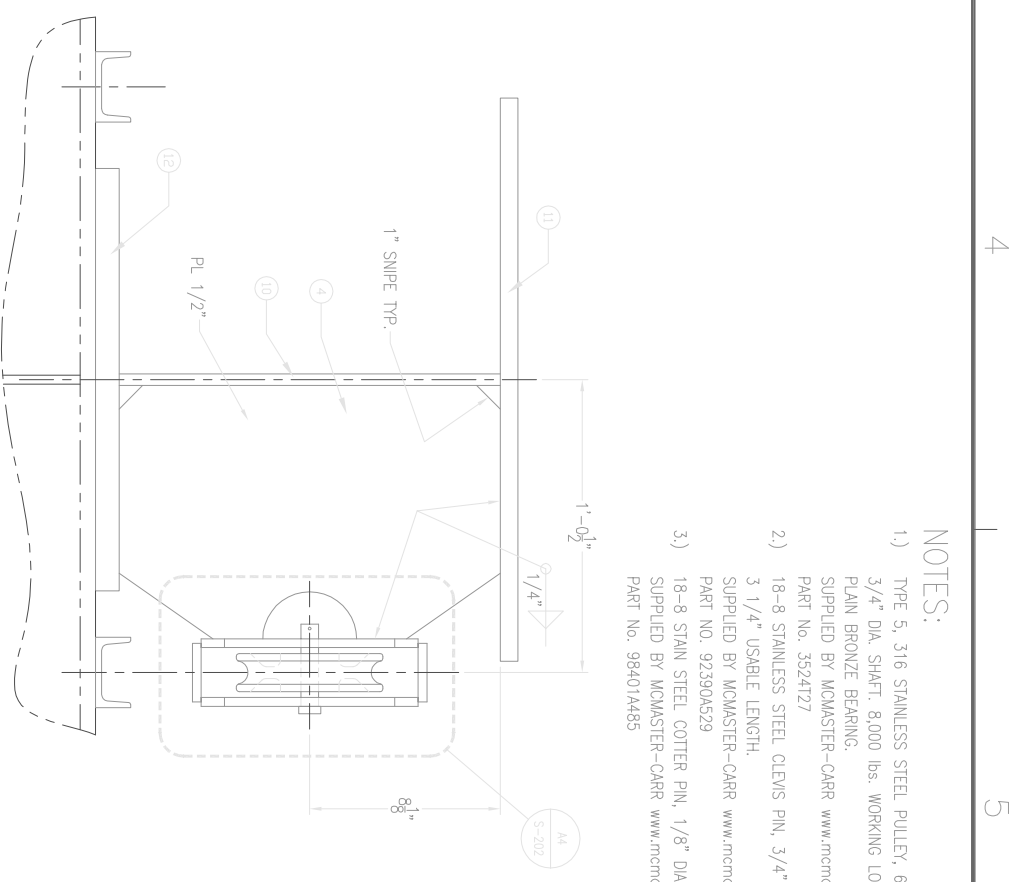
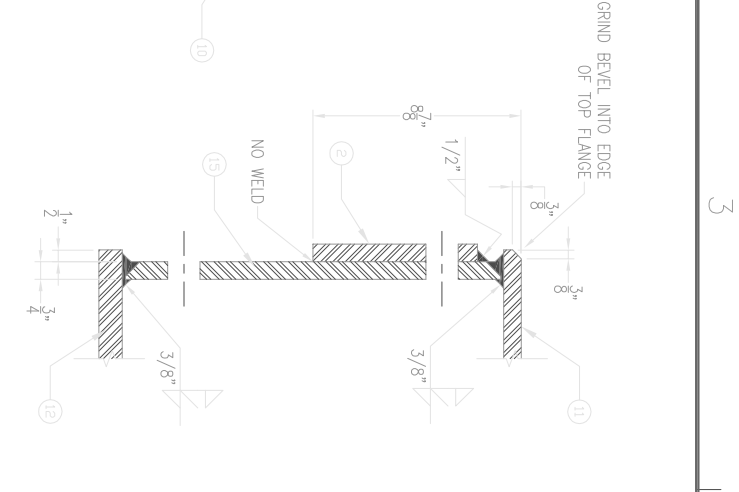
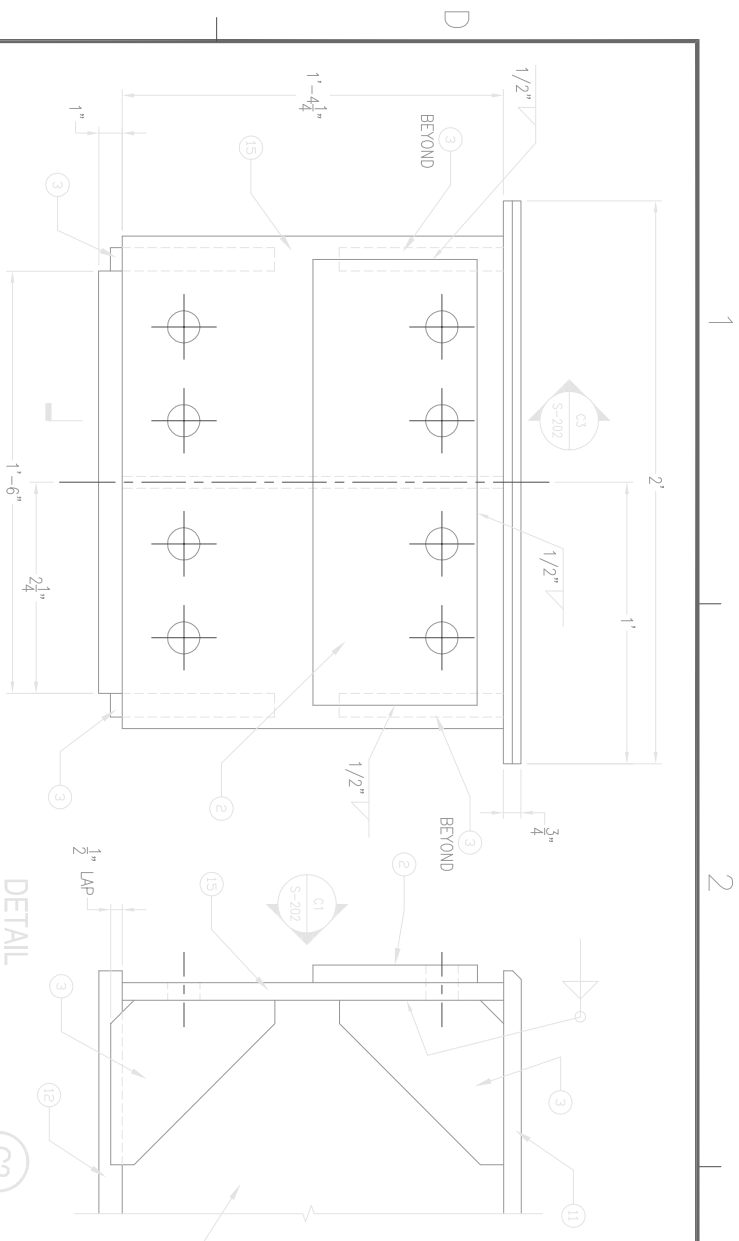
PROJECT NO.: 3556-0  
CONSTR. CONTR. NO.  
SCALE: AS NOTED  
SHEET 3 OF 10  
S-101

SYN	DESCRIPTION	DATE	APPR







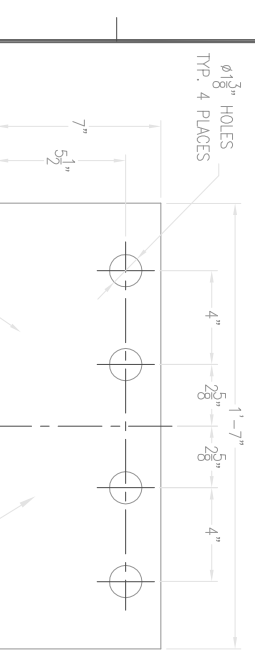


- NOTES:**
- 1) TYPE 5, 316 STAINLESS STEEL PULLEY, 6" DIA. x 1 5/8" WIDE 3/4" DIA. SHAFT 8,000 lbs. WORKING LOAD LIMIT WITH A PLAIN BRONZE BEARING.  
SUPPLIED BY MCMMASTER-CARR [www.mcmaster.com](http://www.mcmaster.com)  
PART No. 3524127
  - 2) 18-8 STAINLESS STEEL CLEVIS PIN, 3/4" DIA. x 3 1/2" LONG 3 1/4" USABLE LENGTH.  
SUPPLIED BY MCMMASTER-CARR [www.mcmaster.com](http://www.mcmaster.com)  
PART No. 923904529
  - 3) 18-8 STAIN STEEL COTTER PIN, 1/8" DIA. x 1 1/2" LONG  
SUPPLIED BY MCMMASTER-CARR [www.mcmaster.com](http://www.mcmaster.com)  
PART No. 984014485

**END VIEW**  
SCALE: 3"=1'-0"

**DETAIL**  
SCALE: 3"=1'-0"

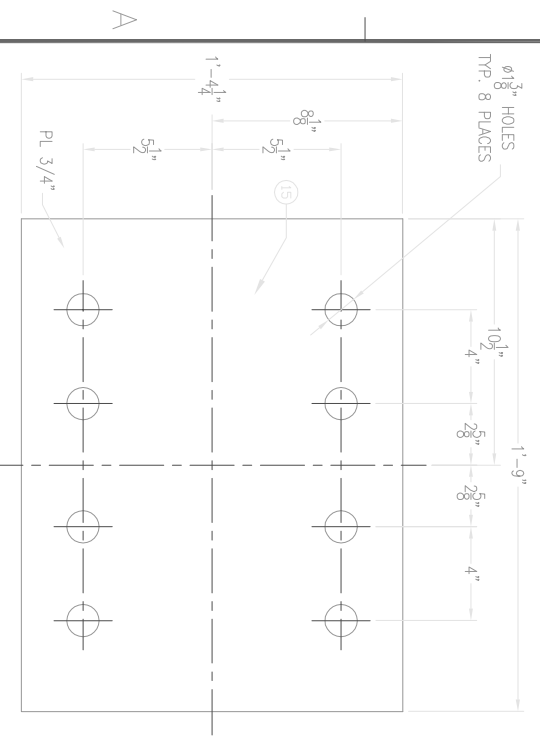
**SECTION**  
SCALE: 3"=1'-0"



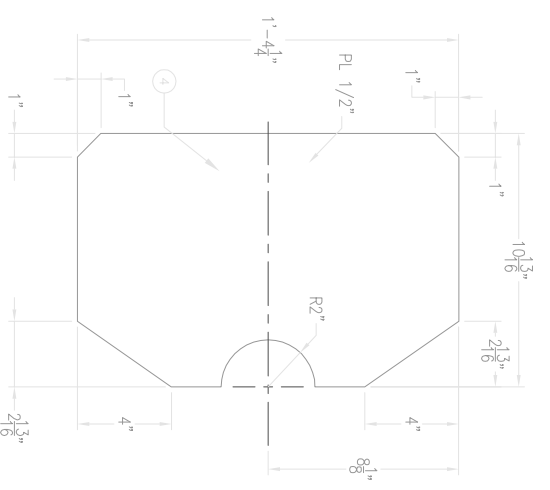
**DETAIL OF 1 inch GUSSET PLATE - PART #3 (B3)**  
SCALE: 3"=1'-0"

**SECTION**  
SCALE: 3"=1'-0"

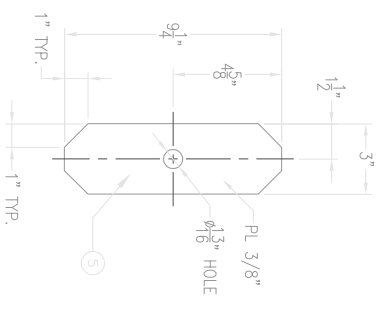
**DETAIL OF 3/4 inch PLATE - PART #1 (A1)**  
SCALE: 3"=1'-0"



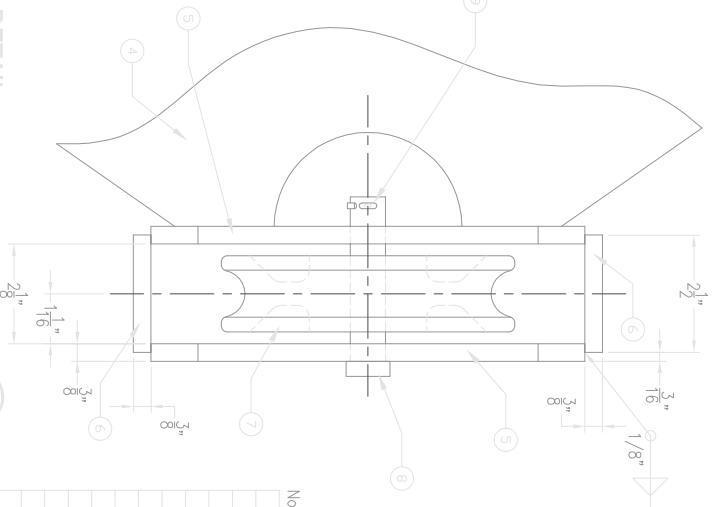
**DETAIL OF 1/2 inch PLATE - PART #4 (A2)**  
SCALE: 3"=1'-0"



**DETAIL OF 3/8 inch PLATE - PART #5 (A3)**  
SCALE: 3"=1'-0"



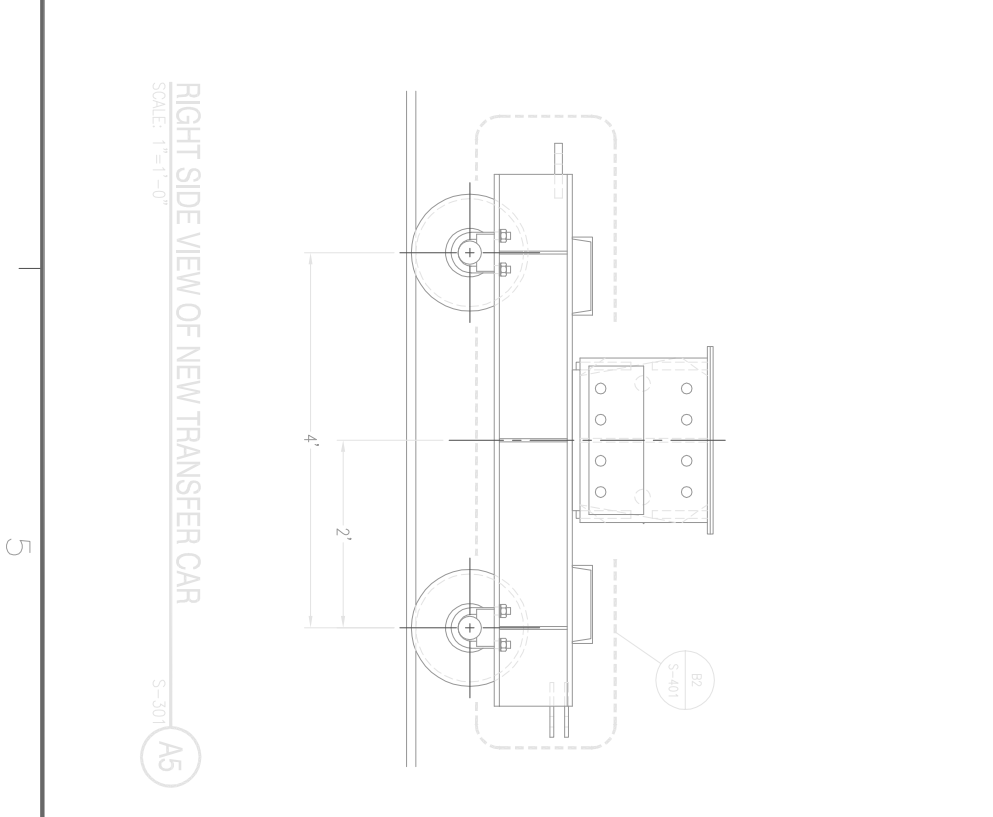
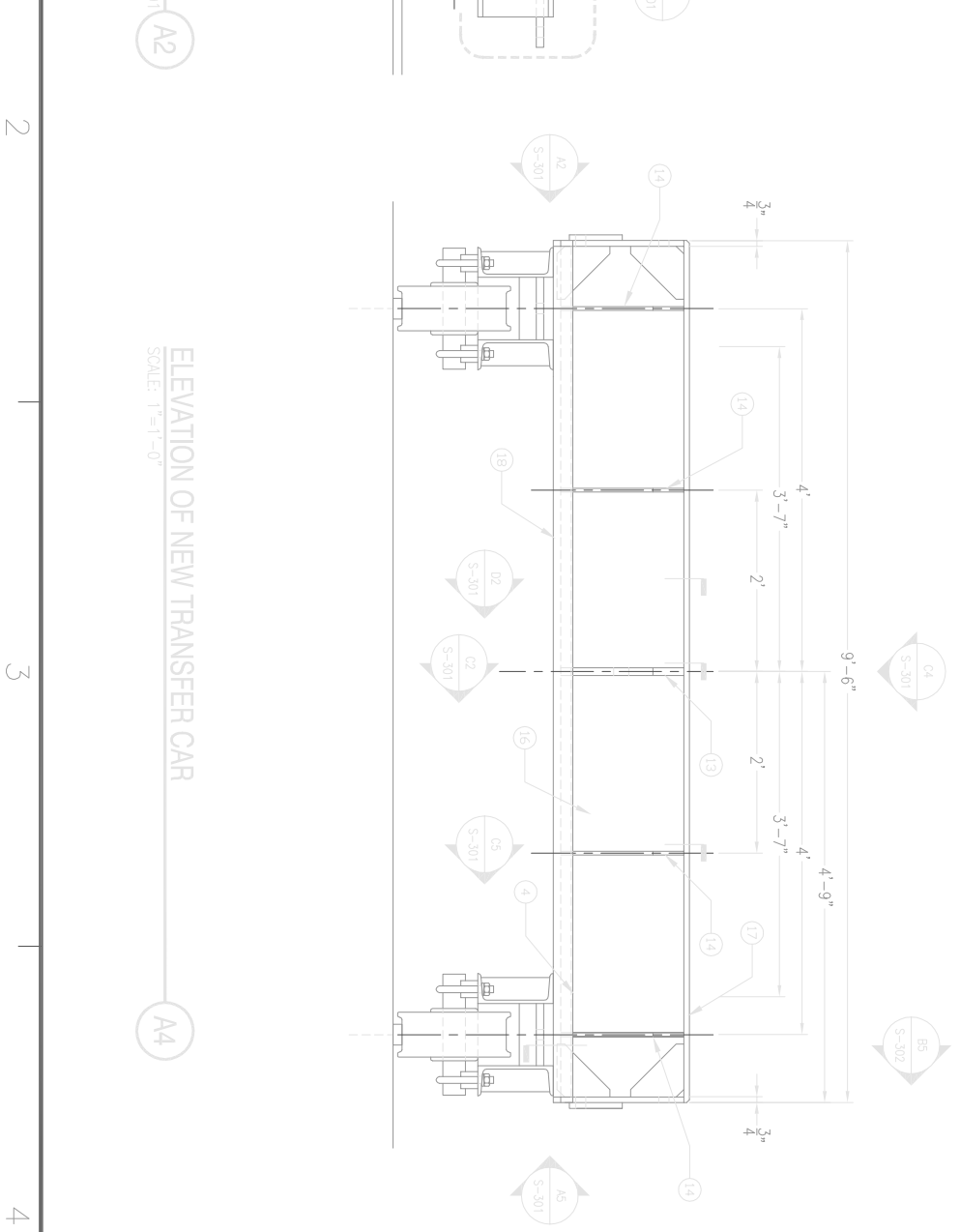
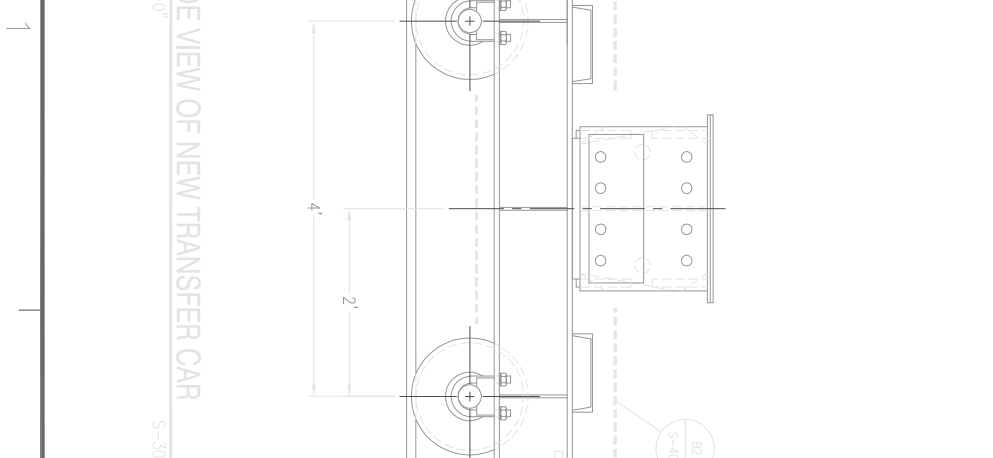
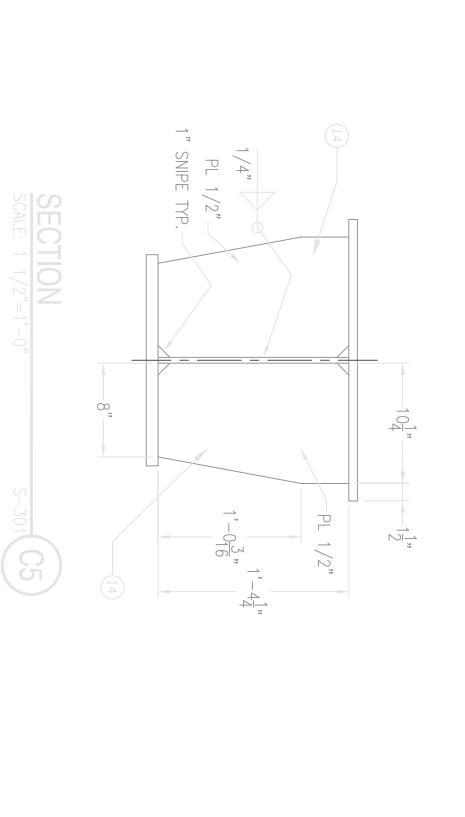
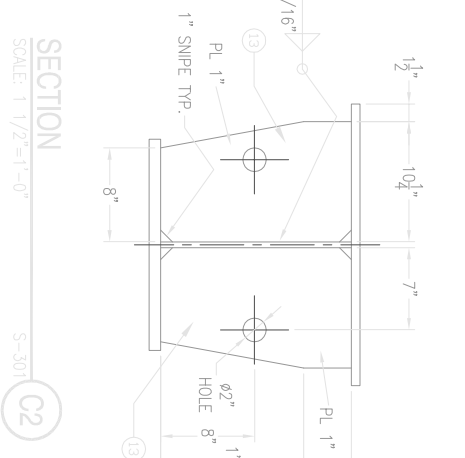
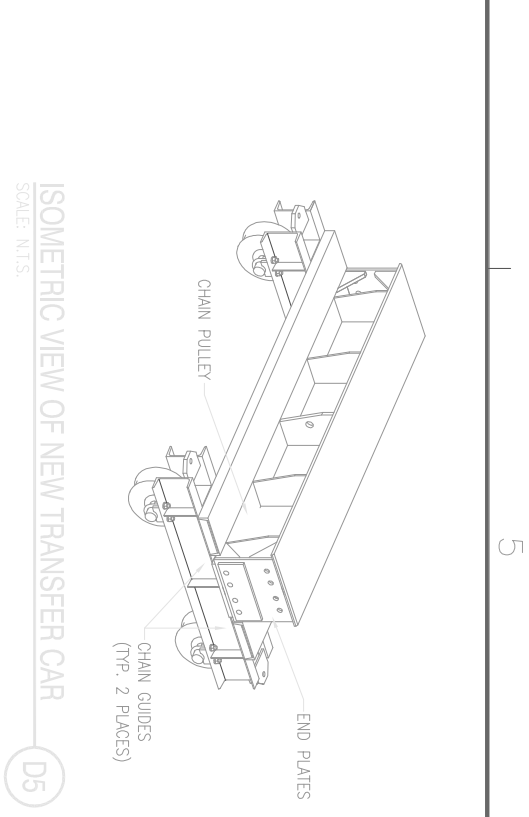
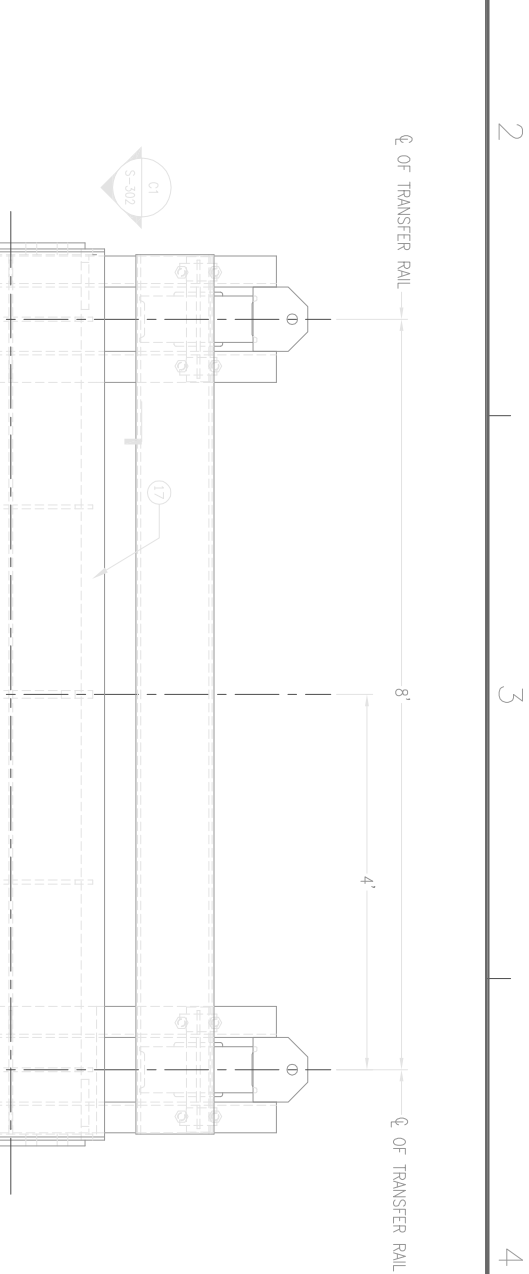
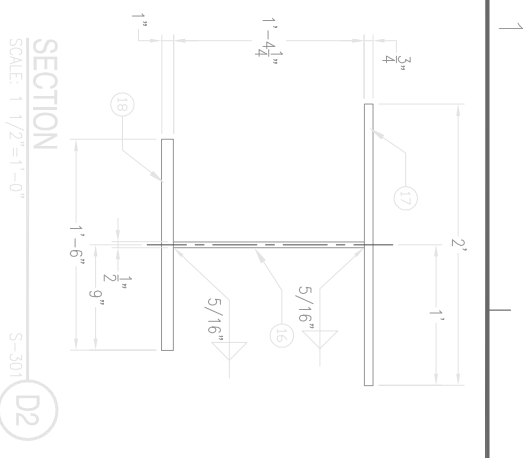
**DETAIL**  
SCALE: 1/2" = 1" (HALF)



No. REQUIRED IN THIS LIST IS PER SIDE BLOCK TRANSFER CAR.

15	1	1'-9" x 1'-4 1/4" x 3/4"	AH36
14	6	1'-4 1/4" x 10 1/4" x 1/2" PL	AH36
13	2	1'-4 1/4" x 10 1/4" x 1" PL	AH36
12	1	7'-11 3/4" x 1'-6" x 1" PL	AH36
11	1	7'-11 3/4" x 2'-0" x 3/4" PL	AH36
10	1	7'-10 1/2" x 14 1/4" x 1/2" PL	AH36
9	1	1/8" DIA. COTTER PIN SEE NOTE 3	
8	1	S.S. CLEVIS PIN SEE NOTE 2	
7	1	STAINLESS STEEL PULLEY SEE NOTE 1	
6	2	2 1/2" x 1" x 3/8" PL	AH36
5	2	9 1/4" x 3" x 3/8" PL	AH36
4	1	1'-4 1/4" x 10 13/16" x 1/2" PL	AH36
3	4	7" x 7" x 1" GUSSET PL	AH36
2	1	1'-7" x 7" x 3/4" PL	AH36

<p>DES: MAP DWG: JLB GKM RHT                  CHIEF ENG: R. HEGGER                  DATE: 9/21/2012</p>	<p>ALASKA SHIP &amp; DRYDOCK, LLC.                  KETCHIKAN, ALASKA</p>	<p>PROJECT TITLE:                  TRANSFER CARS WITH PULL BLOCKS</p>	<p>DRAWING TITLE:                  NEW SIDE BLOCK TRANSFER CAR</p>	DATE	APPR
				<p>DRY DOCK ENGINEERS                  GENERAL INSPECTOR AND CERTIFICATION                  531 CONCORD STREET                  HOLLISTON, MA 01746                  (978) 425-1800</p>	
<p>THESE DESIGNS AND SPECIFICATIONS ARE NOW AND DO REMAIN THE PROPERTY OF HEGGER DRY DOCK, INC. USE OF THESE DESIGNS OR REPRODUCTION OF THESE DESIGNS WITHOUT OUR EXPRESS WRITTEN PERMISSION IS PROHIBITED.</p>					
<p>CLIENT NAME AND ADDRESS:</p>					
<p>SCALE: AS NOTED                  PROJECT NO.: 3556-0                  CONTR. CONTR. NO.:</p>					
<p>SHEET 6 OF 10</p>					



SYN	DESCRIPTION	DATE	APPR

**HEGER DRY DOCK, Inc.**  
 DRY DOCK ENGINEERS  
 DESIGN, INSPECTION AND CONSTRUCTION  
 531 CONCORD STREET  
 HOLLISTON, MA 01746  
 (978) 428-1800

DWG  
 DES: MAP DRW: ALB GKM: RHH  
 CHIEF ENG: R. HEGER  
 DATE: 9/21/2012

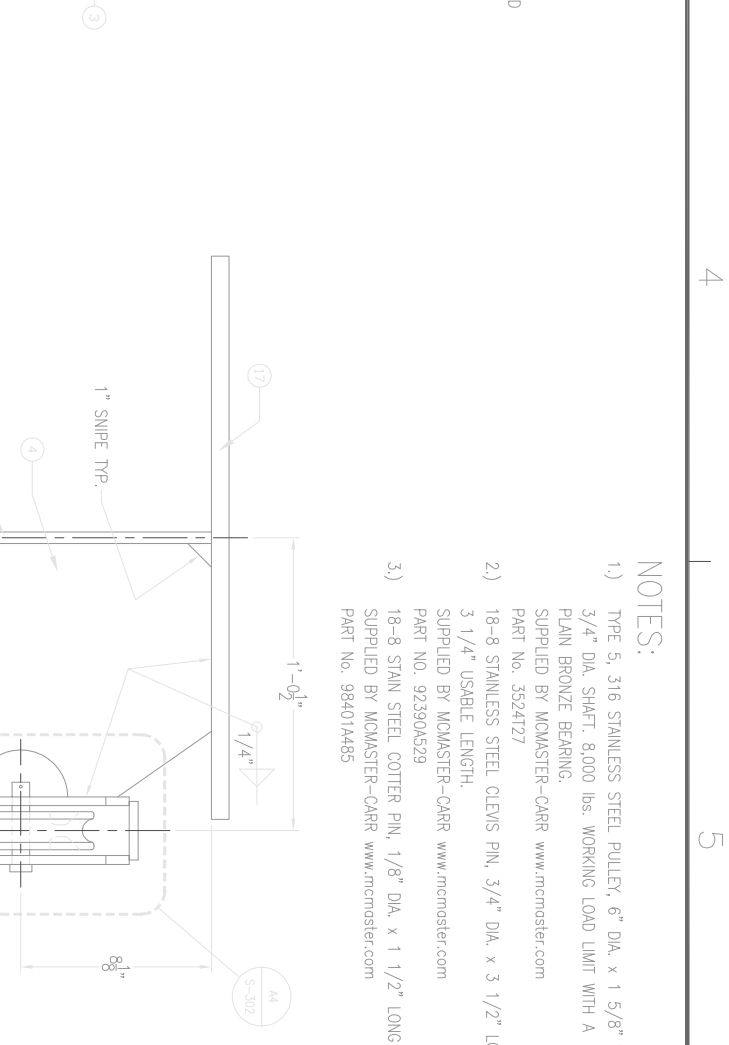
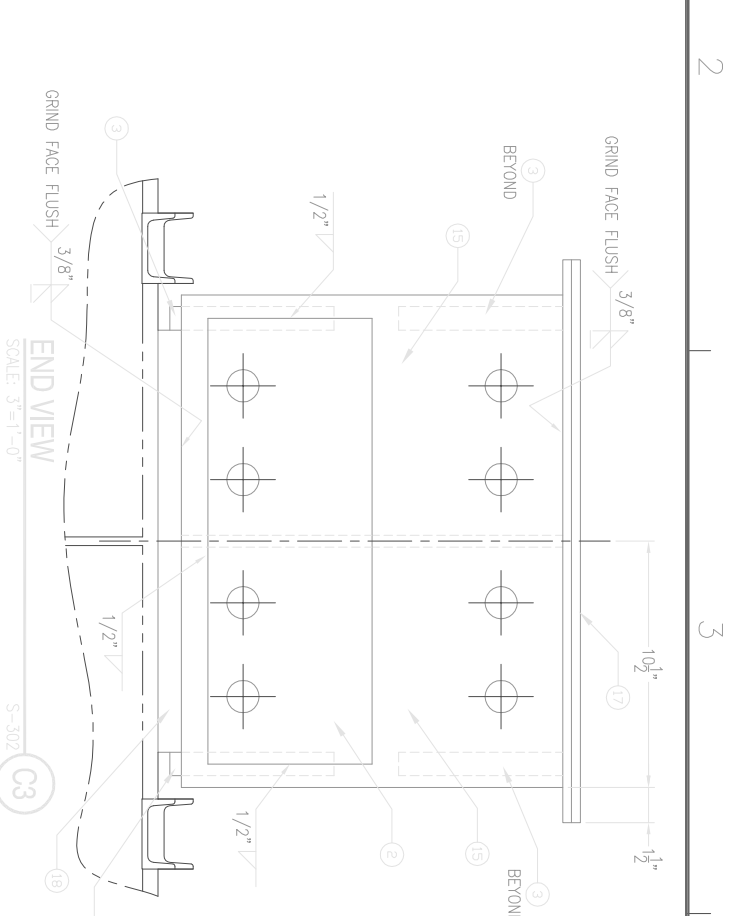
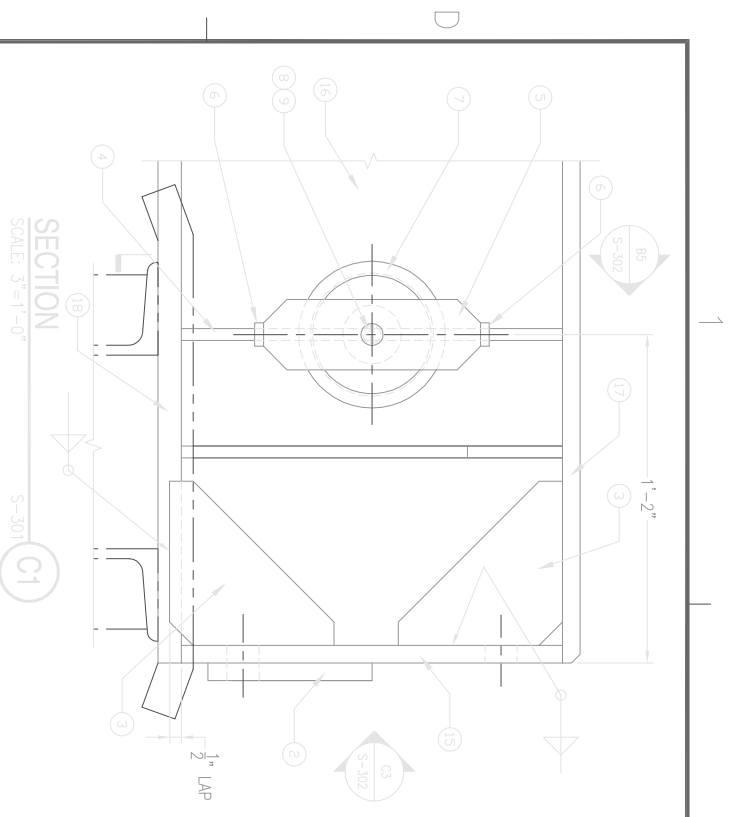
THESE DESIGNS AND SPECIFICATIONS ARE NOW AND DO REMAIN THE PROPERTY OF HEGER DRY DOCK, INC. USE OF THESE DESIGNS OR REPRODUCTION OF THESE DESIGNS WITHOUT OUR EXPRESS WRITTEN PERMISSION IS PROHIBITED.

CLIENT NAME AND ADDRESS:  
**ALASKA SHIP & DRYDOCK, LLC.**  
 KETCHIKAN, ALASKA

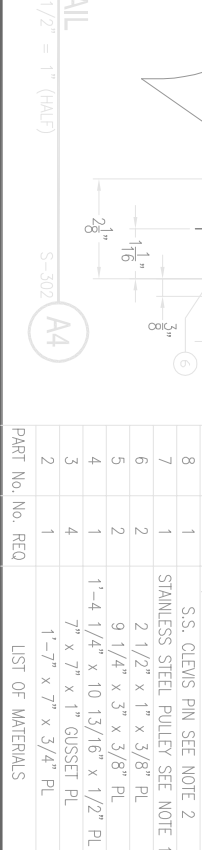
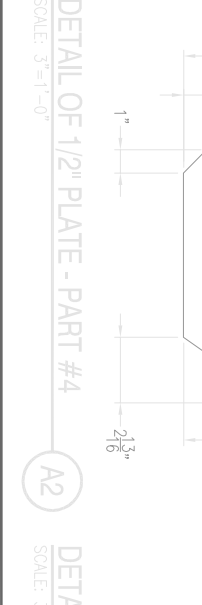
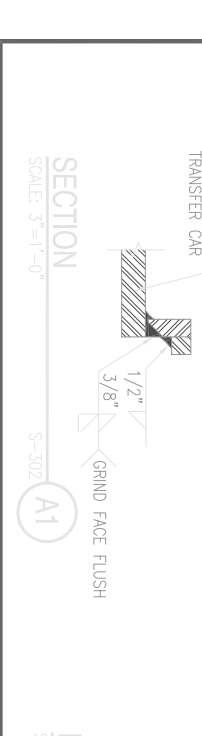
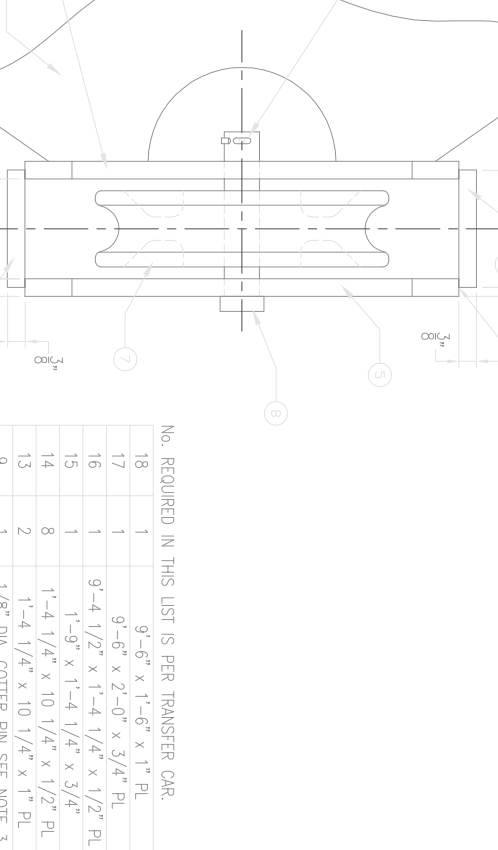
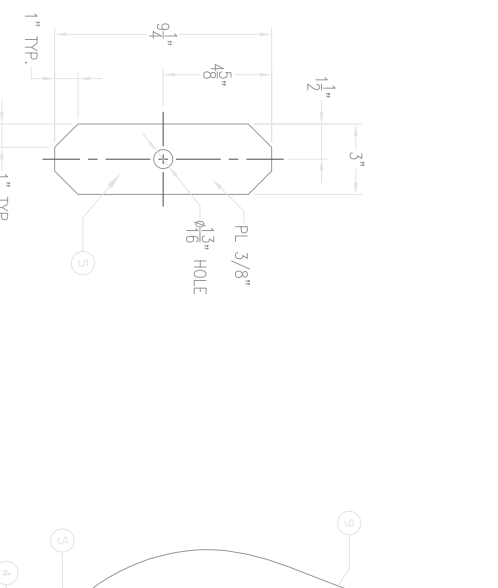
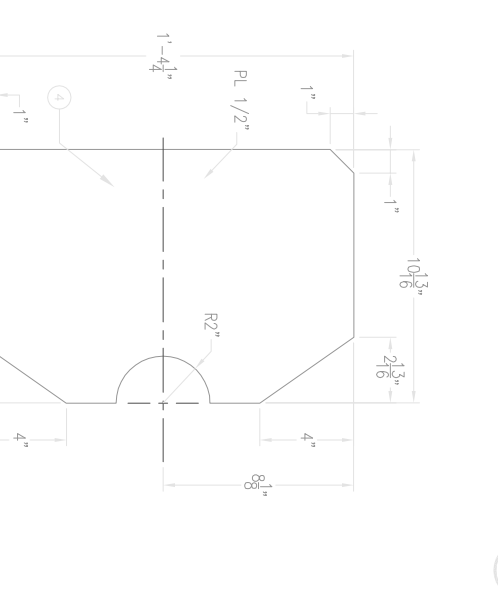
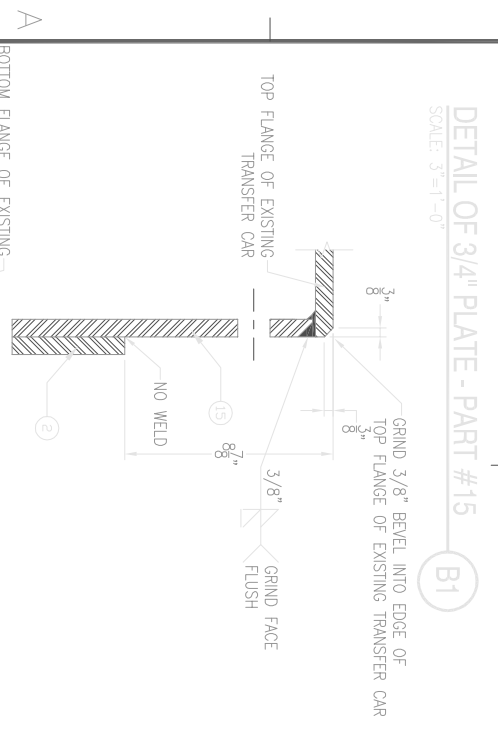
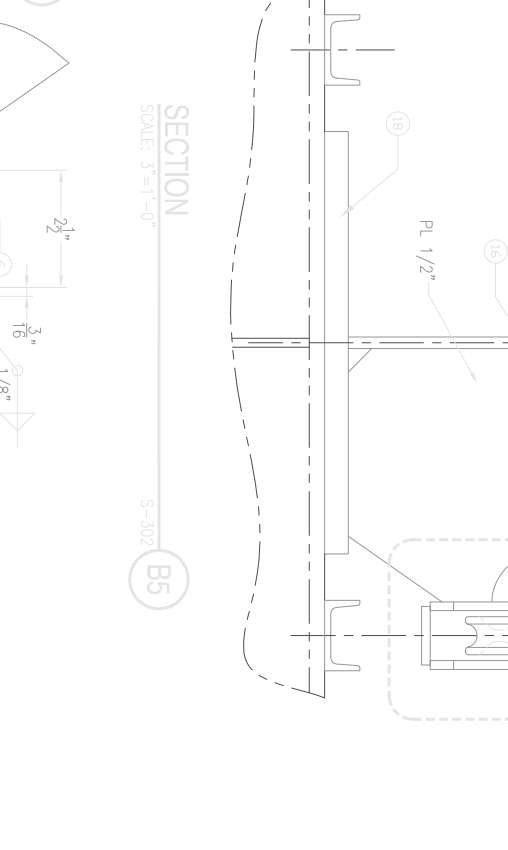
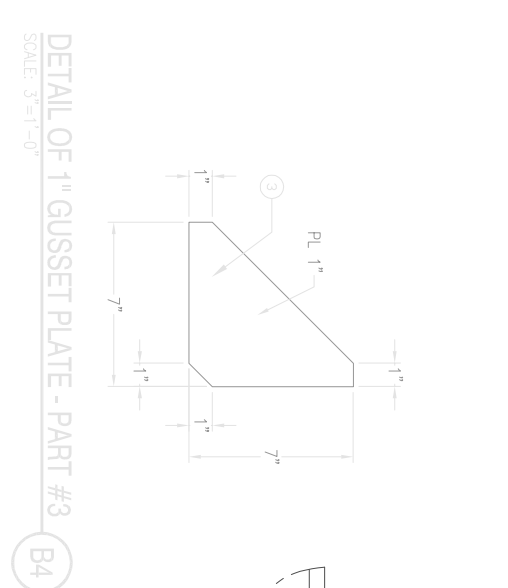
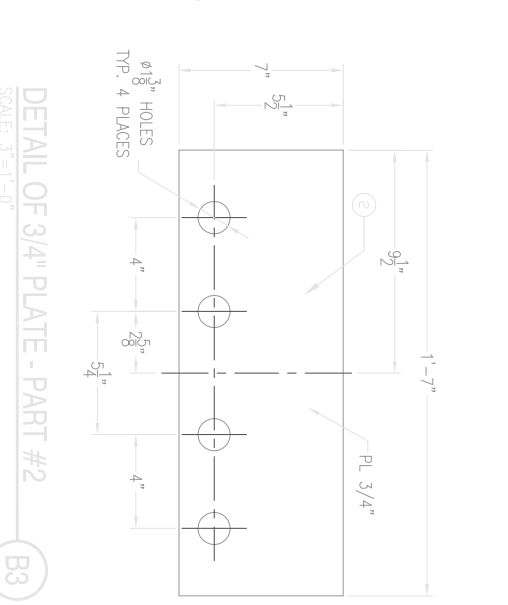
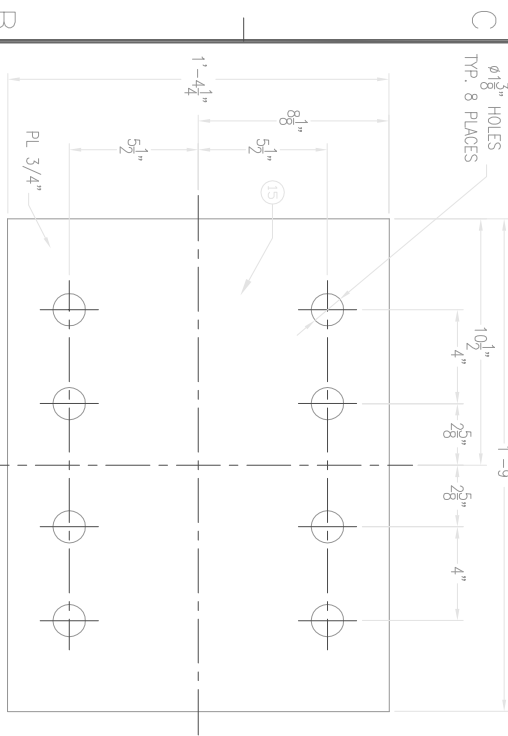
PROJECT TITLE:  
 TRANSFER CARS WITH PULL BLOCKS

DRAWING TITLE:  
 NEW TRANSFER CAR

SCALE: AS NOTED  
 PROJECT NO.: 35560-0  
 CONTR. CONTR. NO.:  
 SHEET 7 OF 10  
**S-301**

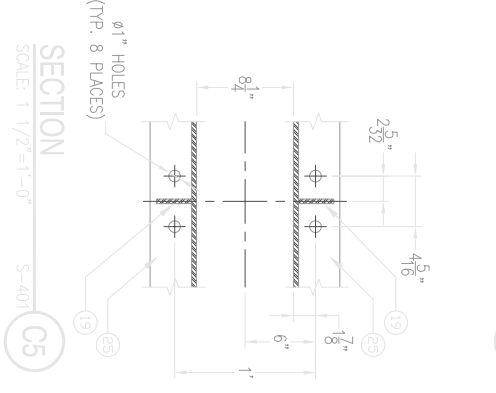
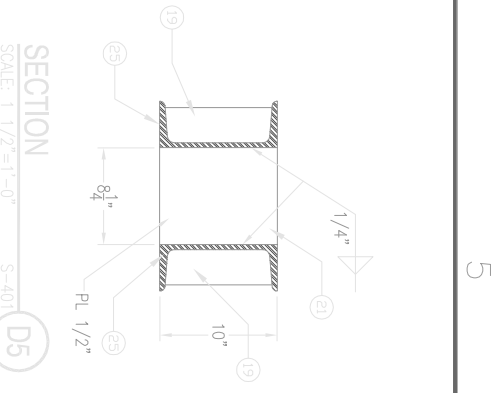
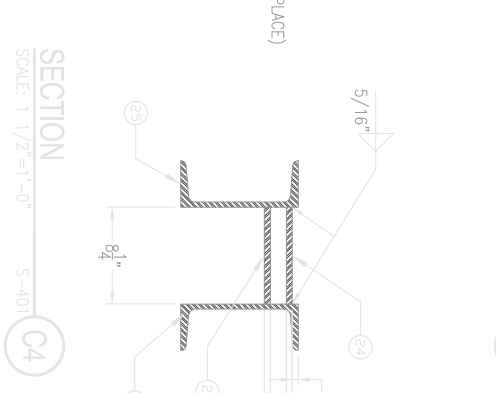
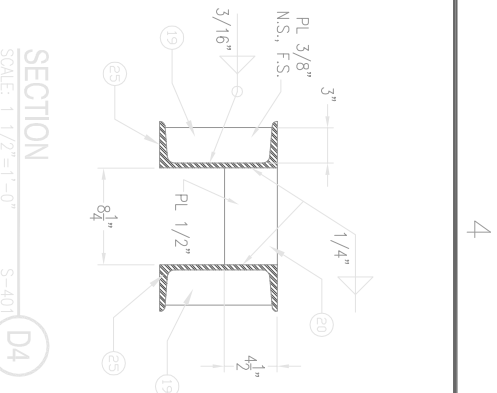
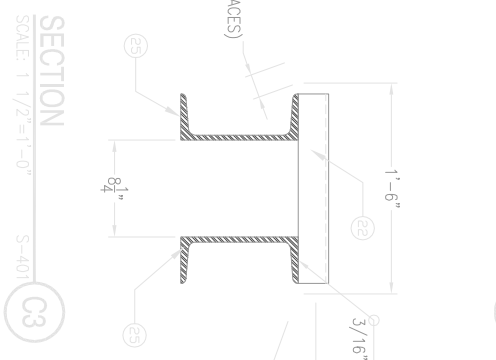
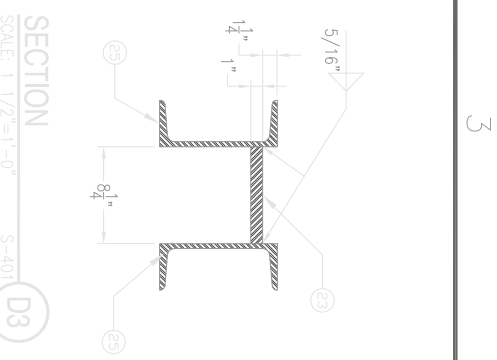
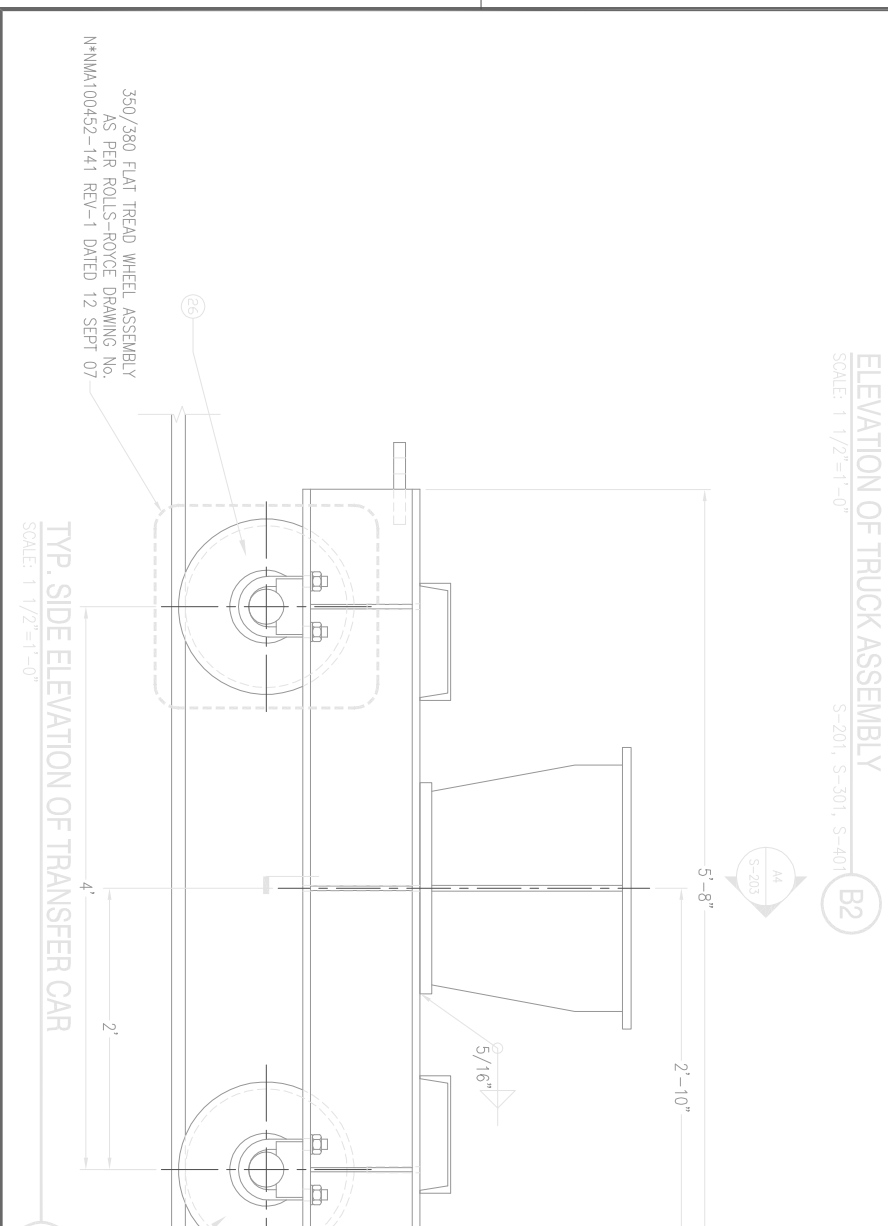
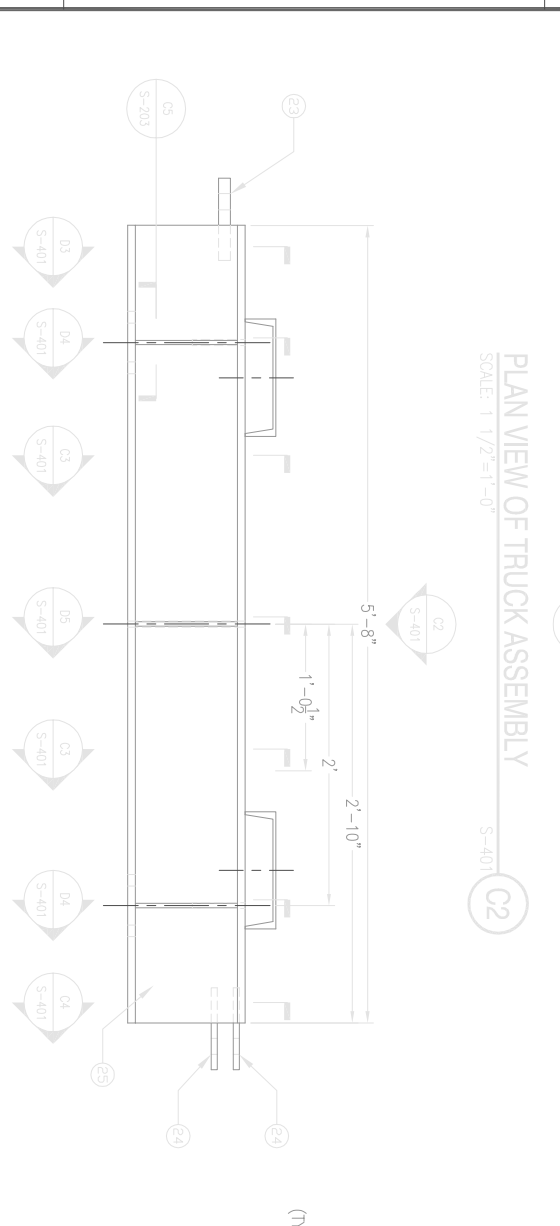
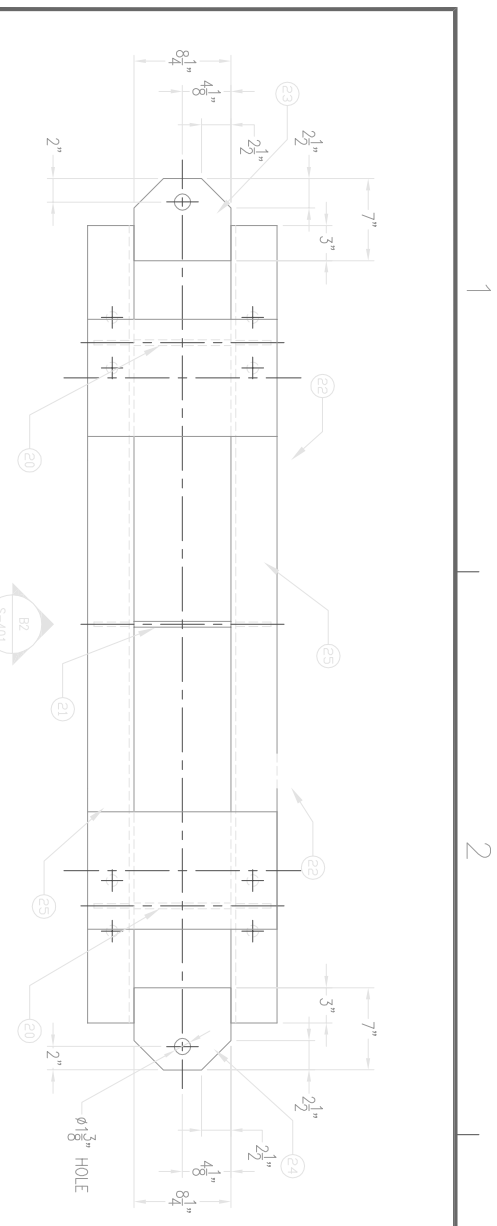


- NOTES:**
- 1) TYPE 5, 316 STAINLESS STEEL PULLEY, 6" DIA. x 1 5/8" WIDE 3/4" DIA. SHAFT 8,000 lbs. WORKING LOAD LIMIT WITH A PLAIN BRONZE BEARING. SUPPLIED BY MCMMASTER-CARR [www.mcmaster.com](http://www.mcmaster.com) PART NO. 3524127
  - 2) 18-8 STAINLESS STEEL CLEVIS PIN, 3/4" DIA. x 3 1/2" LONG 3 1/4" USABLE LENGTH. SUPPLIED BY MCMMASTER-CARR [www.mcmaster.com](http://www.mcmaster.com) PART NO. 923904529
  - 3) 18-8 STAIN STEEL COTTER PIN, 1/8" DIA. x 1 1/2" LONG SUPPLIED BY MCMMASTER-CARR [www.mcmaster.com](http://www.mcmaster.com) PART NO. 984014485



NO. REQUIRED IN THIS LIST IS PER TRANSFER CAR.	PART NO.	NO. REQ.	LIST OF MATERIALS	REMARKS
18	1	1	9'-6" x 1'-6" x 1" PL	AH36
17	1	1	9'-6" x 2'-0" x 3/4" PL	AH36
16	1	1	9'-4 1/2" x 1'-4 1/4" x 1/2" PL	AH36
15	1	1	1'-9" x 1'-4 1/4" x 3/4" PL	AH36
14	8	8	1'-4 1/4" x 10 1/4" x 1/2" PL	AH36
13	2	2	1'-4 1/4" x 10 1/4" x 1" PL	AH36
9	1	1	1/8" DIA. COTTER PIN SEE NOTE 3	AH36
8	1	1	S.S. CLEVIS PIN SEE NOTE 2	
7	1	1	STAINLESS STEEL PULLEY SEE NOTE 1	
6	2	2	2 1/2" x 1" x 3/8" PL	AH36
5	2	2	9 1/4" x 3" x 3/8" PL	AH36
4	1	1	1'-4 1/4" x 10 13/16" x 1/2" PL	AH36
3	4	4	7" x 7" x 1" GUSSET PL	AH36
2	1	1	1'-7" x 7" x 3/4" PL	AH36

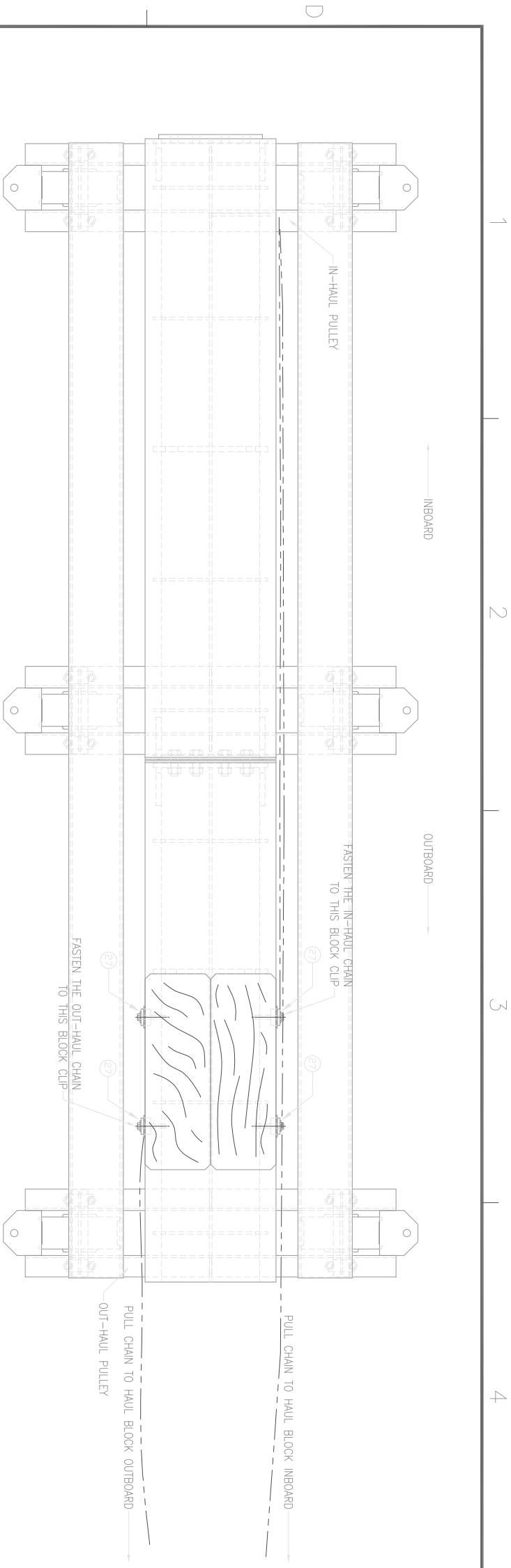
DES. MAP. DRW. JLB GJK RHT CHIEF ENG. R. HEGGER DATE: 9/21/2012	CLIENT NAME AND ADDRESS: <b>ALASKA SHIP &amp; DRYDOCK, LLC.</b> KETCHIKAN, ALASKA PROJECT TITLE: TRANSFER CARS WITH PULL BLOCKS DRAWING TITLE: NEW TRANSFER CAR	DRY DOCK ENGINEERS GENERAL INSPECTION AND CONSTRUCTION 531 CONCORD STREET HOLLISTON, MA 01746 (978) 425-1800	SHEET 8 OF 10
			S-302



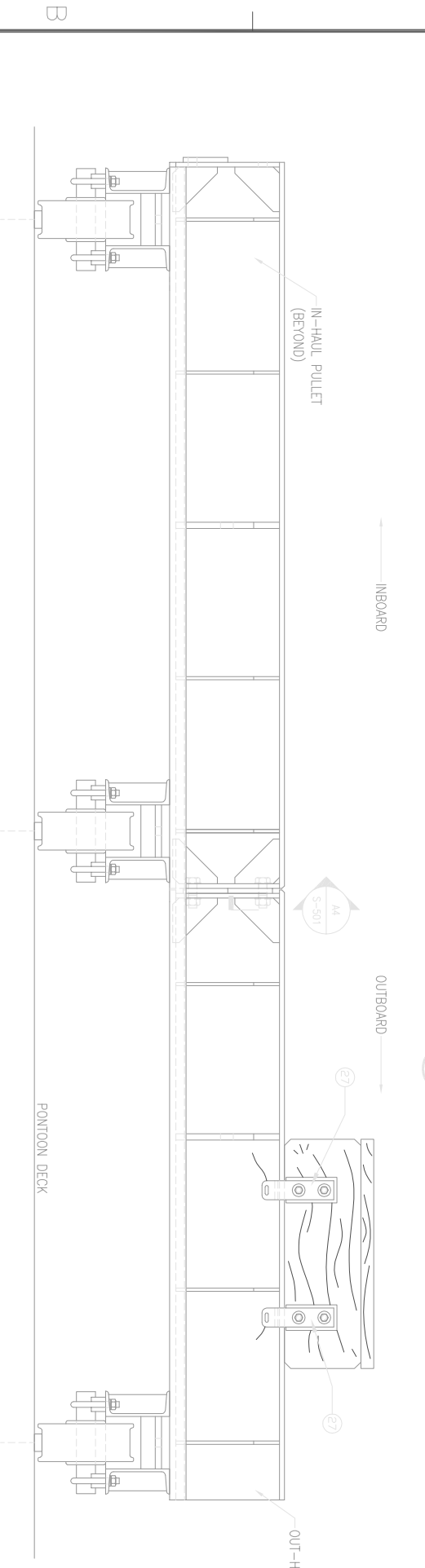
No. REQUIRED IN THIS LIST IS PER SIDE BLOCK TRANSFER CAR.

PART NO.	NO. REQD	LIST OF MATERIALS	REMARKS
26	2	350/380 FLAT TREAD WHEEL ASSEMBLY	AH36
25	2	MCI10 x 28.5 x 5'-8" LONG	AH36
24	2	7" x 8 1/4" x 1/2" TOW EYE PLATE	AH36
23	1	7" x 8 1/4" x 1" TOW EYE PLATE	AH36
22	2	C5x3 APPROX. 1'-10 3/4" LONG	A36
21	1	10" x 8 1/4" x 1/2" PL	AH36
20	2	4 1/2" x 8 1/4" x 1/2" PL	AH36
19	6	3" x 3/8" STIFFENER PL	AH36

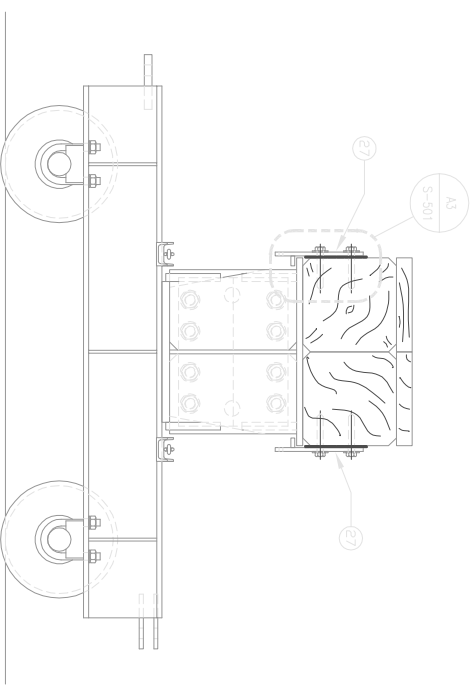
<p>DES: MAP CHK: R. HEGGER DATE: 9/21/2012</p>	<p><b>ALASKA SHIP &amp; DRYDOCK, LLC.</b> KETCHIKAN, ALASKA</p> <p>PROJECT TITLE: TRANSFER CARS WITH PULL BLOCKS</p> <p>DRAWING TITLE: NEW TRANSFER CAR TRUCK ASSEMBLY DETAILS</p>	<p><b>HEGER</b> DRY DOCK, Inc.</p> <p>DRY DOCK ENGINEERS GENERAL INSPECTION AND CERTIFICATION 531 CONCORD STREET HOLLISTON, MA 01746 (978) 425-1800</p>	<p>DATE: _____</p> <p>APPR: _____</p>
<p>SHEET 9 OF 10</p>	<p>THESE DESIGNS AND SPECIFICATIONS ARE NOW AND DO REMAIN THE PROPERTY OF HEGGER DRY DOCK, INC. USE OF THESE DESIGNS OR REPRODUCTION OF THESE DESIGNS WITHOUT OUR EXPRESS WRITTEN PERMISSION IS PROHIBITED.</p> <p>CLIENT NAME AND ADDRESS: ALASKA SHIP &amp; DRYDOCK, LLC. KETCHIKAN, ALASKA</p> <p>SCALE: AS NOTED PROJECT NO.: 3556-0 CONTR. CONTR. NO.</p>		



PLAN VIEW OF TYP. TRANSFER CAR ASSEMBLY  
SCALE: 1"=1'-0"

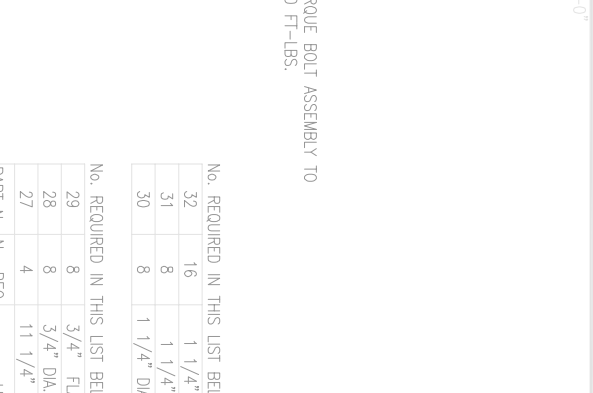
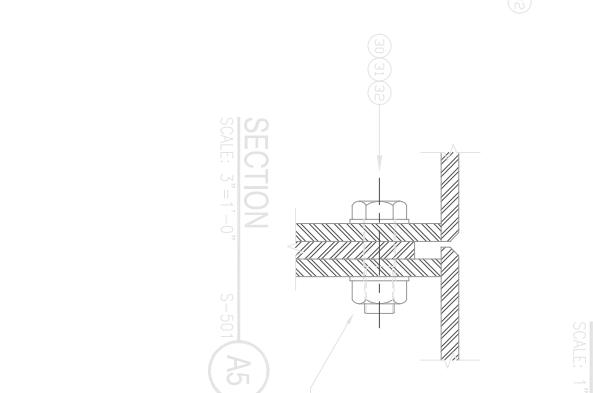
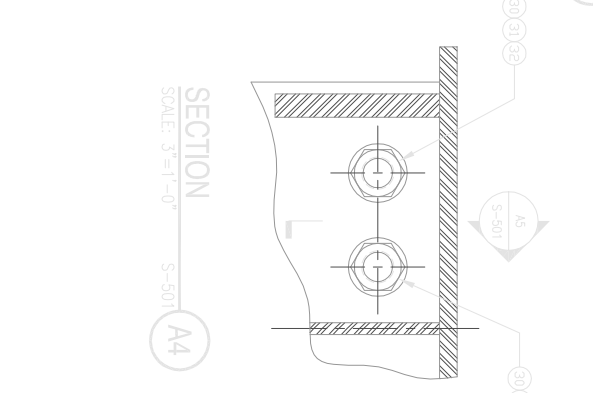
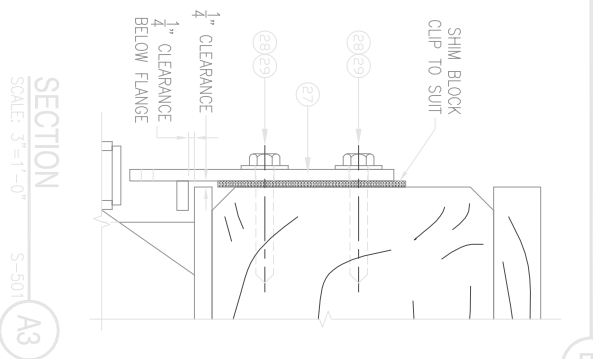
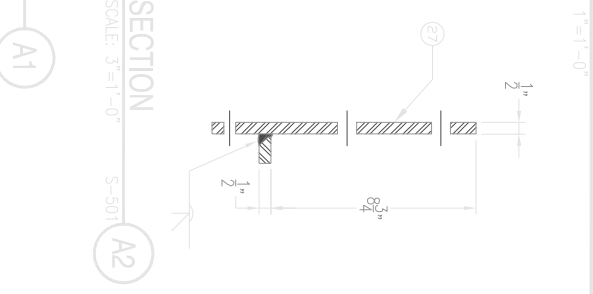
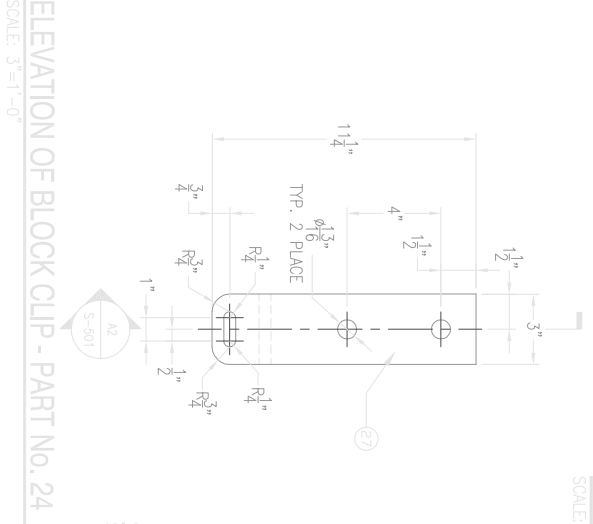


ELEVATION OF TYP. TRANSFER CAR ASSEMBLY  
SCALE: 1"=1'-0"



END VIEW OF TYP. TRANSFER CAR ASSEMBLY  
SCALE: 1"=1'-0"

- NOTES:
- 1) 3/4" x 5" LONG HOT-DIPPED GALVANIZED LAG SCREW. SUPPLIED BY MCMMASTER-CARR [www.mcmaster.com](http://www.mcmaster.com) PART No. 940484407
  - 2) 3/4" HOT-DIPPED GALVANIZED STEEL FLAT WASHER. SUPPLIED BY MCMMASTER-CARR [www.mcmaster.com](http://www.mcmaster.com) PART No. 98970A136
  - 3) A325 1 1/4"-7 x 4" LONG HOT-DIPPED GALVANIZED STEEL HEX HEAD STRUCTURAL BOLT. SUPPLIED BY MCMMASTER-CARR [www.mcmaster.com](http://www.mcmaster.com) PART No. 91583A331
  - 4) 1 1/4"-7 GRADE C STEEL HEX NUT. SUPPLIED BY MCMMASTER-CARR [www.mcmaster.com](http://www.mcmaster.com) PART No. 90580A45
  - 5) 1 1/4" SCREW SIZE HOT-DIPPED GALVANIZED STEEL STRUCTURAL WASHER. SUPPLIED BY MCMMASTER-CARR [www.mcmaster.com](http://www.mcmaster.com) PART No. 98119A044



NO. REQUIRED IN THIS LIST BELOW IS PER BLOCK.

29	8	3/4" FLAT WASHERS SEE NOTE 2
28	4	3/4" DIA. LAG SCREW SEE NOTE 1
27	4	1 1/4" x 3" x 1/2" BLOCK CLIP
PART No.	No. REQ.	LIST OF MATERIALS

NO. REQUIRED IN THIS LIST BELOW IS PER CAR CONNECTION.

32	16	1 1/4" WASHERS SEE NOTE 5
31	8	1 1/4" DIA. NUT SEE NOTE 4
30	8	1 1/4" DIA. x 4" BOLT SEE NOTE 3

THESE DESIGNS AND SPECIFICATIONS ARE NOW AND DO REMAIN THE PROPERTY OF HEGER DRY DOCK, INC. USE OF THESE DESIGNS OR REPRODUCTION OF THESE DESIGNS WITHOUT OUR EXPRESS WRITTEN PERMISSION IS PROHIBITED.

CLIENT NAME AND ADDRESS:  
**ALASKA SHIP & DRYDOCK, LLC.**  
KETCHIKAN, ALASKA

PROJECT TITLE:  
TRANSFER CARS WITH PULL BLOCKS

DRAWING TITLE:  
MISCELLANEOUS DETAILS

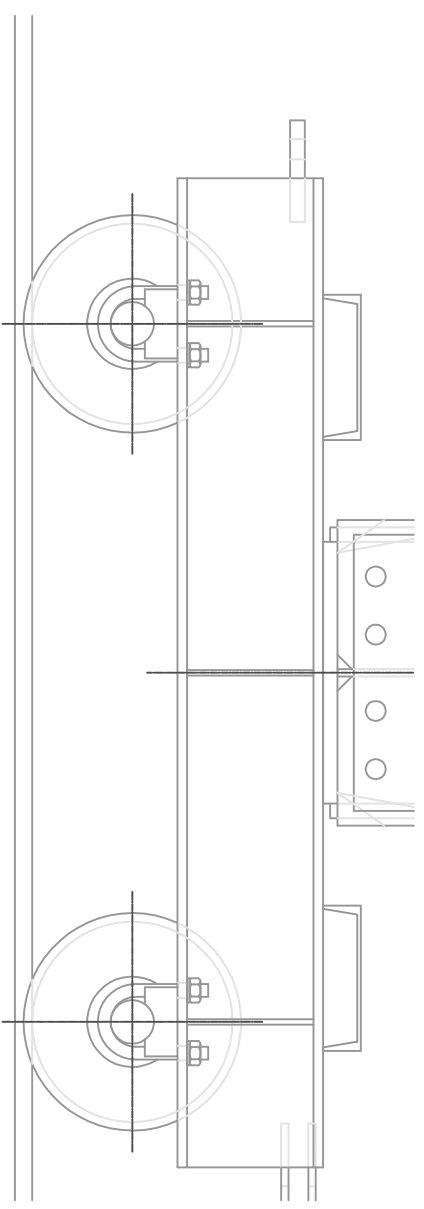
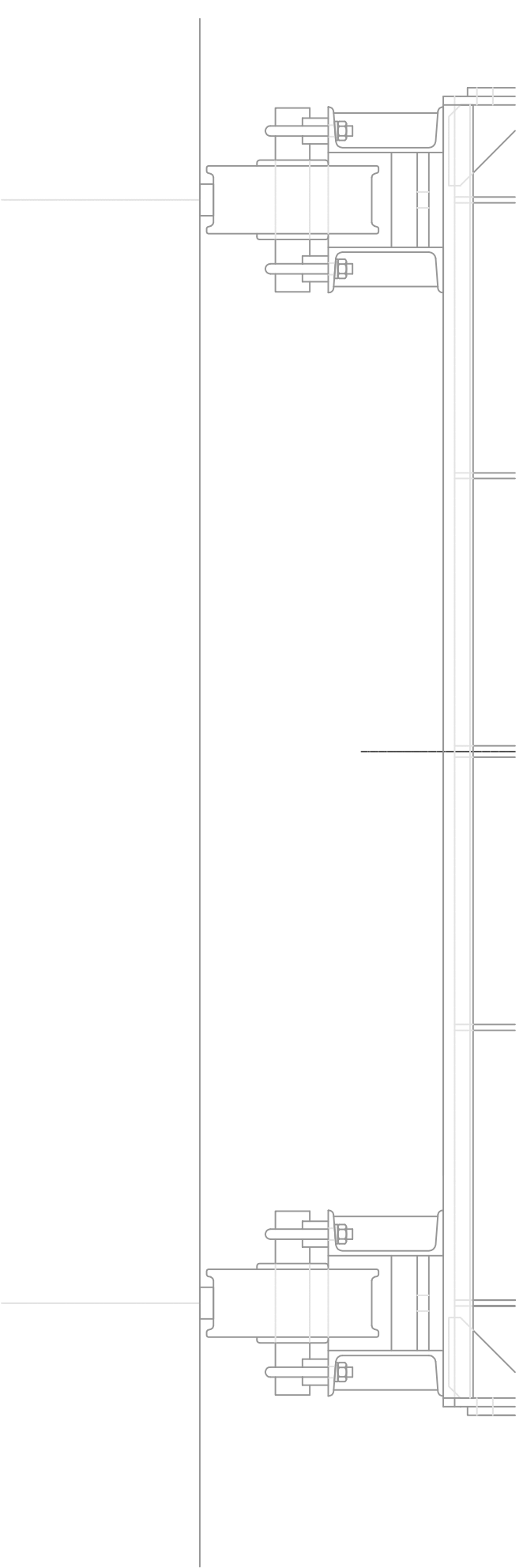
DWG MAP: DRW: JLB: GJK: RHH: 504  
CHIEF ENG.: R. HEGER  
DATE: 9/21/2012

HEGER DRY DOCK, Inc.  
DRY DOCK ENGINEERS  
DESIGN, INSPECTION AND CONSTRUCTION  
531 CONCORD STREET  
HOLLISTON, MA 01746  
(978) 428-1800

SCALE: AS NOTED  
PROJECT NO.: 35560-0  
CONTR. CONTR. NO.

DATE: \_\_\_\_\_  
APPR: \_\_\_\_\_

SHEET	10	OF	10
PART No.	No. REQ.	LIST OF MATERIALS	REMARKS
S-501			



**PERFORMANCE BOND**

Bond No. \_\_\_\_\_

For  
**Ketchikan Shipyard Transfer Carts REBID**

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That \_\_\_\_\_  
of \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of \_\_\_\_\_ as Surety,  
firmly bound and held unto the State of Alaska in the penal sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) good and lawful money of the United States of America for the payment whereof,  
well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the \_\_\_\_\_ of \_\_\_\_\_  
A.D., 20\_\_\_\_, for construction of the above-named project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall well and truly perform and  
complete all obligations and work under said contract and if the Principal shall reimburse upon demand of the **Alaska Industrial  
Development Export Authority** any sums paid him which exceed the final payment determined to be due upon completion of the  
project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at \_\_\_\_\_,  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_\_.

**Principal:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** ( ) \_\_\_\_\_

**Surety:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** ( ) \_\_\_\_\_

The offered bond has been checked for adequacy under the applicable statutes and regulations:

\_\_\_\_\_  
Alaska Industrial Development Export Authority Authorized Representative

\_\_\_\_\_  
Date

See Instructions on Reverse  
**INSTRUCTIONS**

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.



**PAYMENT BOND**

Bond No. \_\_\_\_\_

For

**Ketchikan Shipyard Transfer Carts REBID**

NOW ALL WHO SHALL SEE THESE PRESENTS:

That \_\_\_\_\_  
of \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of \_\_\_\_\_ as Surety,  
firmly bound and held unto the State of Alaska in the penal sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the \_\_\_\_\_ of \_\_\_\_\_ A.D., 20\_\_\_\_, for construction of the above-referenced project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall comply with all requirements of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and said materials and supplies be furnished under the original contract, any subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at \_\_\_\_\_, \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_\_.

**Principal:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** (    ) \_\_\_\_\_

**Surety:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** (    ) \_\_\_\_\_

The offered bond has been checked for adequacy under the applicable statutes and regulations:

\_\_\_\_\_  
Alaska Industrial Development Export Authority Authorized Representative

\_\_\_\_\_  
Date

See Instructions on Reverse

**INSTRUCTIONS**

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.