



INVITATION TO BID NUMBER (ITB)	<i>Return this bid to the issuing office below</i>
<p align="center">19032</p> <p align="center">Port Heiden and Clarks Point RPSU Modules Fabrication</p>	<p align="center">Attention – Lois Lemus Contracting Officer Alaska Energy Authority (AEA) or (Authority) 813 West Northern Lights Blvd. Anchorage, AK 99503-2495 llemus@aidea.org, Ph. 907-771-3909 Fax 907-771-3044</p>

Bid 19032 is issued according to 3AAC 109 Procurement for Alaska Energy Authority (AEA) managed grants on behalf of the City of Port Heiden and Village of Clarks Point.

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Invitation to Bid Schedule

Bid Issued	November 8, 2018
Pre-bid Conference	None
Bid Opening	ITB shall be publically opened at, 2:00 p.m. November 29 , in the AEA Conference Room.

Important

IMPORTANT NOTICE: If you downloaded this solicitation from the AEA's Website, you must register on the online planholders list to receive subsequent addenda. Failure to register may adversely affect your bid. It is the Bidder's responsibility to insure that they have received all addenda affecting this ITB. To register, go to <http://www.aideaaeprocmement.org/> and provide the project name & number, company name & contact person, address, phone number & fax number.

Bid Submittals

- Appendix C – Bid Schedule
- Appendix D – Debarment Certification
- Insurance certificate shall be required from the successful Bidder only.

Instructions to Bidders

1. Invitation to Bid (ITB) Review

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least five (5) days before the bid opening date. This will allow time for an addendum if one is required. It will also help prevent the opening of a defective bid that will be rejected, and risk exposure of Bidders' prices. All correspondence will be addressed to the purchasing authority listed on the front of this ITB.

2. Bid Forms/Submittals

Bidders shall use and return the forms supplied with this invitation in submitting their bid. A photocopied bid can be submitted. **Bidders must return a signed copy of the Bid Schedule, and any/all required support documentation requested in this ITB.** The apparent low bidder may be required to provide additional documentation after bid opening and prior to award to assure compliance with all terms and conditions of the solicitation.

3. Minimum Qualifications - The Authority requires the following:

- a) Bidders must provide in writing that they have 3-years prior experience producing the commodity described herein.
- b) Bidders must provide in writing that they have staff with **five years** of experience in fabricating modules. Bidder must provide examples of 3-projects similar to the one described herein.
- c) Bidders must provide in writing that they have a fabrication facility with space and equipment as required to perform the work. The Authority may inspect the bidders shop after the bid opening and prior to award in order to verify Bidder qualifications.

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

4. Submitting Bids

Envelopes containing bids must be sealed, marked, and addressed as shown below. **DO NOT FAX YOUR BID.** Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time. Hand carried bids should be delivered to the receptionist at the front desk or to the Contracting Officer for processing. Failure to correctly submit a bid may result in it being unopened or rejected and returned to the bidder.

Bidder's return Address

**Alaska Energy Authority
813 West Northern Lights Blvd
Anchorage, Alaska 99503
ATTN: Lois Lemus, Contracting Officer
ITB 19032 Port Heiden and Clarks Point RPSU Modules Fabrication
Opening Date: 2:00 pm November 29, 2018**

5. Modification and Withdrawal of Bids

A bidder may, without prejudice, modify or withdraw its bid by written request provided that such request is received by the Authority prior to the bid opening date and time.

6. Late Bids

Late bids are bids received after the time and date set for receipt of the bids; and late bids will not be accepted.

7. Offer Period

Bids must remain valid for a period of 90-days unless otherwise specified in the Bid Schedule.

8. Firm, Unqualified and Unconditional Offer

Bidders must provide enough information with their offer to constitute a definite, firm, unqualified and unconditional offer. To be responsive an offer must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those which could affect 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.

9. 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 F.O.B. point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services will 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 Authority, the bidder may list such taxes separately, directly below the bid price for the affected item.

The Authority is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax,
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.

10. 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,

11. Federal Excise Tax

Federal Excise Tax should not be included in the bid price(s). The Alaska Energy Authority is exempt from Federal Excise Tax.

12. Suitable Materials, Etc.

Unless otherwise specified, all materials, supplies or equipment offered by a bidder must be new per the attached specifications.

13. 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, and unqualified or unconditional offer, the Authority 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 Authority and may include the requirement that a bidder will provide a sample product(s) or certification of compatibility of accessories or component parts with the specifications so that the Authority 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 Authority, will cause the Authority to consider the offer non-responsive and reject the bid.

14. Brand and Model Offered

Bidders must clearly indicate the brand names and model numbers they intend to provide where required on the bid schedule. The bidder's failure to identify the brand and model offered - if different than what may be required by the specifications - may cause the Authority to consider the offer non-responsive and reject the bid.

15. Annotated Literature

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

16. Subcontractor(S)

Within five (5) working days of notice, 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.

17. Tax-Exempt Financing

No public offering or private placement of securities relating to the contracts issued as a result of this ITB may be made. If a bid contemplates the securitization of the Authority's payments, the Authority will reject the offer as non-responsive.

18. Notice of Intent to Award

After the responses to this ITB have been opened, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent, serves two purposes. It lists the name of each company or person that offered a bid and the price bid. It also serves as notice of the Authority's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be sent 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 other form of notice is given by the Contracting Officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or other form of notice from the Contracting Officer does so without a contract and at his or her own risk.

19. Filing a Protest

A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with AEA Regulations 3 AAC 109.570. A Protest based on alleged improprieties or

ambiguities in a solicitation must be filed at least 10 days before the bid date of the bid or proposal, unless a later bid protest due date is specifically allowed in the solicitation. A Protest based upon alleged improprieties in an award of a contract or a proposed award of a contract must be filed within 10days after a notice.

20. Order Documents

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The Authority is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the Authority under this ITB. The Authority's Contract Award is the only order document that may be used to place orders against the contract(s) resulting from this ITB.

21. Consolidation of Awards

Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the Authority be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "*INSTRUCTIONS TO BIDDERS*", "*FILING A PROTEST*" above.

22. Bid Preparation Costs

The Authority is not liable for any costs incurred by the bidder in bid preparation.

23. Bid Security

The bid bond and other security bonds are waived in their entirety for this invitation to bid.

24. Contact

The administration of this contract is the responsibility of Lois Lemus, Contracting Officer, at the Authority.

Appendix A - Terms and Conditions

- 1. Compliance**
In the performance of a contract, the Vendor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
- 2. 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.
- 3. No Assignment or Delegation**
The Vendor may not assign or delegate this contract, or any part of it, or have any right to any money to be paid under it, except with the written consent of the Contracting Officer. Conditioned assignments will be rejected.
- 4. Force Majeure**
(Impossibility to perform) The Vendor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the Vendor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 5. Contract Extension**
The Authority and the successful Vendor 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.
- 6. Default**
In case of default by the Vendor, for any reason whatsoever, the Authority may procure the goods or services from another source and hold the Vendor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 7. Disputes**
Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.
- 8. 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.

9. Continuing Obligation of Vendor

Notwithstanding the expiration date of a contract resulting from this ITB, the Vendor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

10. 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 are located at the following website: <http://www.state.gov/q/tip/>; and failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract.

11. 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.

12. Shipping Damage

The Authority will not accept or pay for damaged goods. The Vendor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the F.O.B. point. The Authority will provide the Vendor with written notice when damaged goods are received. The Authority will deduct the cost of the damaged goods from the invoice prior to payment. The Vendor must file all claims against the carrier(s) for reimbursement of the loss.

13. Indemnification

The Vendor 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 Vendor under this agreement. The Vendor 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 Vendor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Vendor" and "Contracting agency", as used within this and the following article, include the employees, agents and other Vendors 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 Vendor and in approving or accepting the Vendor's work.

14. Insurance

Without limiting Vendor's indemnification, it is agreed that Vendor 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 Vendor's policy contains higher limits, the Authority shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Vendor'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 Vendor 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 Authority.

Commercial General Liability Insurance: covering all business premises and operations used by the Vendor 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 Vendor 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 Authority to declare the bidder non-responsible and to reject the bid.

15. Insurance Certificate

Shall name the Authority and the grantee as certificate holders and reference the contract number.

16. Billing Instructions

Invoices will be addressed Alaska Energy Authority (AEA) 813 West Northern Lights Boulevard, Anchorage, AK 99503-2495; or emailed to aeapayables@aidea.org. Vendor will reference the contract number on all invoices and correspondence. It is customary for AEA to make payment within 30-days of receipt of the merchandise or service, and the Vendor's invoice. Direct all billing questions to the Contracting Officer.

17. Alterations

The Contracting Office must approve in writing any Vendor alterations to the specifications prior to the changes. The Authority will not pay for alterations that are not pre-approved in advance and in writing by the Contracting Officer.

18. Liquidated Damages

It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Authority, to furnish materials and the doing and performance of the work before the date(s) stipulated in the bid schedule, the Authority shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Authority shall have the right to recover the amount stipulated below, such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages. The amount of liquidated damages shall be **Five Hundred dollars (\$500.00) per day**, for each calendar day elapsing between the time stipulated for delivery and the actual date of delivery in accordance with the terms hereof. Where multiple Modules are scheduled for staged delivery, the daily rate shall be applied to each individual Module according to the delivery schedule. The total of all liquidated damages shall **not exceed \$5,000.00 for each Module, \$10,000 for the entire order.**

19. Contract Changes – Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. The work will be within the general scope of the initial contract. When additional work is required, the Authority's representative will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided

to justify the cost of such amendments. The contractor will not commence additional work until the Authority's representative has secured any required approvals necessary for the amendment and issued a written contract amendment, approved by the Contracting Officer.

20. Packaging

The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment and short-term warehouse storage.

21. Workmanship & Materials

All work shall be performed in a thorough and competent manner and in accordance with current industry practices. The Vendor is responsible for the quality of the finished item. The Authority will reject any item that does not meet the specifications and return them to the Vendor. Vendors shall accept all rejected items at the Vendor's risk and expense.

22. Contract Cancellation

The Authority reserves the right to cancel any contract awarded as a result of this solicitation if; 1) the Vendor fails to properly perform the duties set out herein, 2) due to budget/funding issues, or 3) at its convenience upon 30 calendar days written notice to the Vendor. In the event of cancellation at its convenience, the Authority will pay for any disassembly and shipping charges necessary to remove the machine and return it to the nearest in State dealer.

23. Compliance with ADA

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

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

Telephone: 907-465-5758

Fax: 907-465-3450

TDD: 907465-5745

APPENDIX B. SPECIFICATIONS AND DRAWINGS

Port Heiden and Clarks Point Power Plant Upgrade	Architectural Drawings - 4 pages
	Structural Drawings - 6 pages
	Mechanical Drawings - 4 pages

Note: That specifications and drawings for the Clark's Point module are identical to Port Heiden.

The "Architectural General Notes" when referring to Project Manager is referring to the Contractor's Project Manager.

APPENDIX C. BID SCHEDULE

1. **Scope** – Furnish two fabricated steel module structures plus associated loose-ship radiator platforms and stairs as indicated in the drawings and specifications.
2. **Submittals** - Submittals shall be provided to the Authority for review and approval prior to beginning fabrication. Submittals shall include complete shop drawings indicating all details of fabrication and assembly plus manufacturer's literature for paint.
3. **Progress Reports** – Upon commencement of assembly work, progress reports shall be provided to the Authority every two working days. Reports shall include a brief verbal description and digital photographs of work completed. Adequate photographs shall be provided to document each step in the fabrication procedure. Each report shall be submitted via e-mail to Timothy J. Sandstrom at tsandstrom@akenergyauthority.org within one working day of completion of the work included.
4. **Inspection** - The work will be inspected by the Authority's representative at the Bidder's fabrication facility during the fabrication process. A final inspection will be performed and approval will be issued prior to items being released for shipment. The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Authority's representative. AEA may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Authority's representative may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

The Contractor shall provide a minimum twenty four hours' notice prior to the following critical progress inspections:

- ❖ Insulation – Prior to installing insulation in floor, walls, and ceiling.
- ❖ Sandblasting – Prior to application of any coatings.
- ❖ Coatings – After application of each coat and prior to application of next coat.
- ❖ Final – Prior to loading for shipment.

5. **Fabrication Work** - The finished modules shall include all structural steel fabrications, steel plate interior and exterior surfaces, partition walls, insulation, panel penetrations, lifting eyes, threaded studs, mechanical supports, stairs, and other details as indicated in the drawings and specifications. All interior and exterior surfaces shall be prepped and painted as indicated.
6. **Exclusions** - The following items are not part of the work associated with this bid: site work; foundation; doors and windows; roof trusses and roofing system; fascia, soffit, and trim; power generation equipment; radiators and coolers; electrical systems; and mechanical systems. See notes on drawings for specific exclusion items.
7. **Preparation for Shipping** – After final inspection and acceptance, the modules shall be prepared for delivery to the F.O.B. point. Preparation means the ceiling penetrations will be covered with non-permanent 18-gauge sheet metal caps set on top of the frames and sealed watertight.
8. **Delivery** – The delivery of the modules shall be the responsibility of the installation contractor. AEA may add delivery to this contract if needed. If so AEA will follow the contract changes and unanticipated amendments process as indicated in this ITB.

9. **Pricing** - The bid schedule requires a lump sum bid price. The price includes all costs and profit associated with furnishing the equipment as specified.
10. **Required Delivery Date** – Time in calendar weeks from date of order to the F.O.B. point as indicated on the Bid Schedule.
11. **Method of Award** - An award will be made in accordance with the bid schedule to the responsive and responsible bidder based on the lowest total price.
12. **Progress Payments** - There will be two payments allowed for each module, one progress and final.
- a. Progress payment may be applied for upon receipt of construction materials at bidder’s fabrication site, and upon verification through inspection by AEA representatives. Receipts for all materials must accompany invoice. Payment will be for direct cost of goods only.
 - b. Final payment upon final acceptance of work and satisfactory delivery to F.O.B point.
- Payments are NET30 on receipt of an invoice.

13. Bid Schedule

Line	Description	Lump Sum Price	
		Quantity	Price
15.1	Pt. Heiden Module – 13 Weeks Firm Delivery	1-each	\$
15.2	Clarks Point Module – 16 Weeks Firm Delivery	1-each	\$
15.3		Total	\$

* For information only provide total cost of delivery to FOB Anchorage for the two modules. _____

16. Acknowledge all addenda

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

17. BIDDER’S NOTICE: By signature on this form, the Bidder certifies that:

- a. The price(s) submitted are independent and without collusion.
- b. The Bidder will comply with the laws of the State of Alaska;
- c. The Bidder will comply with applicable portions of the Federal Civil Rights Act of 1964;
- d. The Bidder will comply with the Equal Employment Opportunity Act and the regulations issued there under by the State and Federal Government; and
- e. The Bidder has reviewed all terms and conditions in this Invitation to Bid.

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

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

End of Bid Schedule.

APPENDIX D. Debarment Certification

**ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY
AND ALASKA ENERGY AUTHORITY**

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

Contractor

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

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

Of _____ that:
(Name of contractor)

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

Executed this _____ day of _____, 20__

By:

(Signature of authorized official)

(Title of authorized official)