

ALASKA ENERGY AUTHORITY - INVITATION TO BID (ITB) # 23086

Issue Date: April 19 2023

Stock Power Plant Materials Emergency Inventory

Alaska Energy Authority (AEA) is soliciting bids to purchase commodities as indicated in Appendix A - Bid Schedule.

IMPORTANT NOTICE: If you received this solicitation from the State of Alaska’s “Online Public Notice” web site, or you downloaded this solicitation from AEA’s procurement website, you must register on the online Plan Holders List to receive notification of subsequent amendments to the solicitation. Failure to register may result in the rejection of your bid. It is the bidder’s responsibility to ensure that they have received all addenda affecting this ITB. To register, go to www.aideaaeprocmnt.org and select the Plan Holders Registration link and complete the Plan holders Registration.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that they comply with the following:

- (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 the following forms of evidence 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, under penalty of perjury, 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;
 - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
 - the bid will remain open and valid for at least 30 days;
 - All terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the Authority will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder’s current Alaska business license in order to receive the Alaska Bidder Preference. 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.

Daniela Patterson Contracting Officer	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER’S PREFERENCE? <input type="checkbox"/> YES <input type="checkbox"/> NO
813 West Northern Lights Blvd Anchorage, AK 99503	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? <input type="checkbox"/> YES <input type="checkbox"/> NO
Phone: (907) 771-3026 FAX: (907) 771-3044	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: AEAProcurement@akenergyauthority.org	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS.....	4
SEC. 1.01 PURPOSE OF THE ITB	4
SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS	4
SEC. 1.03 PRIOR EXPERIENCE	4
SEC. 1.04 INVITATION TO BID (ITB) REVIEW	4
SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS	4
SEC. 1.06 SITE INSPECTION	4
SEC. 1.07 SUBMITTING BIDS	4
SEC. 1.08 BID FORMS	5
SEC. 1.09 PRICES	5
SEC. 1.10 PRE-BID CONFERENCE.....	5
SEC. 1.11 ASSISTANCE TO BIDDERS WITH A DISABILITY.....	6
SEC. 1.12 AMENDMENTS TO BIDS.....	6
SEC. 1.13 AMENDMENTS TO THE ITB	6
SEC. 1.14 ITB SCHEDULE	6
SEC. 1.15 ALTERNATE BIDS	6
SEC. 1.16 SUPPORTING INFORMATION	6
SEC. 1.17 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER	7
SECTION 2. CONTRACT INFORMATION.....	7
SEC. 2.01 CONTRACT TERM	7
SEC. 2.02 CONTRACT ADMINISTRATION	7
SEC. 2.03 CONTRACT FUNDING	7
SEC. 2.04 CONTRACT EXTENSION.....	7
SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS.....	7
SEC. 2.06 SUBCONTRACTORS.....	7
SEC. 2.07 JOINT VENTURES.....	7
SEC. 2.08 CONTRACT PERFORMANCE LOCATION.....	7
SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS.....	8
SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS.....	8
SEC. 2.11 F.O.B. POINT.....	8
SEC. 2.12 SHIPPING DAMAGE.....	8
SEC. 2.13 DELIVERY TIME	8
SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	8
SEC. 2.15 CONTINUING OBLIGATION OF CONTRACTOR.....	8
SEC. 2.16 ESTIMATED QUANTITIES.....	9
SEC. 2.17 CONTRACT PRICE ADJUSTMENTS.....	9
SEC. 2.18 INFORMAL DEBRIEFING	9
SEC. 2.19 INDEMNIFICATION	9
SEC. 2.20 INSURANCE.....	9
SEC. 2.21 MANDATORY REPORTING	9
NOT APPLICABLE.....	9
SECTION 3. CONTRACT INVOICING AND PAYMENTS	9
SEC. 3.01 BILLING INSTRUCTIONS	9
SEC. 3.02 PAYMENT FOR AUTHORITY PURCHASES.....	9
SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED.....	9
SECTION 4. EVALUATION AND CONTRACTOR SELECTION.....	10
SEC. 4.01 EVALUATION OF BIDS.....	10
SEC. 4.02 APPLICATION OF PREFERENCES	10

SEC. 4.03	ALASKA BIDDER PREFERENCE	10
SEC. 4.04	ALASKA VETERAN PREFERENCE	11
SEC. 4.05	USE OF LOCAL FOREST PRODUCTS	11
SEC. 4.06	LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE	11
SEC. 4.07	ALASKA PRODUCT PREFERENCE	11
SEC. 4.08	EMPLOYMENT PROGRAM PREFERENCE	12
SEC. 4.09	ALASKANS WITH DISABILITIES PREFERENCE	13
SEC. 4.10	PREFERENCE QUALIFICATION LETTER	13
SEC. 4.11	EXTENSION OF PRICES	13
SEC. 4.12	METHOD OF AWARD	13
SEC. 4.13	NOTICE OF INTENT TO AWARD.....	13
SECTION 5.	GENERAL PROCESS AND LEGAL INFORMATION.....	13
SEC. 5.01	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	13
SEC. 5.02	AUTHORITY.....	14
SEC. 5.03	COMPLIANCE (REFER TO APPENDIX A, A.9)	14
SEC. 5.04	SUITABLE MATERIALS, ETC. (REFER TO APPENDIX A, A.2)	14
SEC. 5.05	SPECIFICATIONS.....	14
SEC. 5.06	CONTRACTOR SITE INSPECTION.....	14
SEC. 5.07	ORDER DOCUMENTS.....	15
SEC. 5.08	HUMAN TRAFFICKING	15
SEC. 5.09	RIGHT OF REJECTION	15
SEC. 5.10	AUTHORITY NOT RESPONSIBLE FOR PREPARATION COSTS	15
SEC. 5.11	DISCLOSURE OF BID CONTENTS.....	16
SEC. 5.12	ASSIGNMENTS (REFER TO APPENDIX A, A.5).....	16
SEC. 5.13	FORCE MAJEURE (REFER TO APPENDIX A, A.14).....	16
SEC. 5.14	DEFAULT (REFER TO APPENDIX A, A.4)	16
SEC. 5.15	DISPUTES (REFER TO APPENDIX A, A.3)	16
SEC. 5.16	SEVERABILITY (REFER TO APPENDIX A, A.16)	16
SEC. 5.17	CONTRACT CANCELLATION.....	16
SEC. 5.18	GOVERNING LAW; FORUM SELECTION (REFER TO APPENDIX A, A.18)	16
SEC. 5.19	SOLICITATION ADVERTISING	16
SEC. 5.20	QUALIFIED BIDDERS.....	16
SEC. 5.21	FEDERALLY IMPOSED TARIFFS	17
SEC. 5.22	PROTEST	17
SECTION 6.	APPENDICES.....	18
(a)	<i>Appendix A – Bid Sheet.....</i>	<i>18</i>
(b)	<i>Appendix B – Bidder Preferences Certification.....</i>	<i>18</i>
(c)	<i>Appendix C – Scope of Work.....</i>	<i>18</i>
(d)	<i>Appendix D – Certification Debarment, Suspension Ineligibility and Voluntary Exclusion.....</i>	<i>18</i>

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

Alaska Energy Authority (AEA) is soliciting bids to purchase commodities as indicated in Appendix A - Bid Schedule and Appendix C – Scope of Work.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than the time and date indicated in the ITB Schedule, Sec. 1.14, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation. **Due to COVID-19 the bid opening will be conducted telephonically.** Potential bidder may attend telephonically by calling **1-888-585-9008** and when prompted enter **351 122 943 #**.

SEC. 1.03 PRIOR EXPERIENCE

Minimum prior experience, if applicable, is indicated in the attached Specifications. A bidder's failure to meet these minimum prior experience requirements will cause their bid to be considered non-responsive and rejected.

SEC. 1.04 INVITATION TO BID (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the contracting officer at least ten 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.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the contracting officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The contracting officer will make that decision.

Contract Administrator Daniela Patterson, Phone 907-771-3026 Fax 907-771-3044

SEC. 1.06 SITE INSPECTION

Not Applicable

SEC. 1.07 SUBMITTING BIDS

Bids must be either Emailed, Hand Delivered or Mailed as follows:

EMAIL: AEAProcurement@akenergyauthority.org

HAND DELIVERED OR MAILED: The sealed bid package must be addressed as follows:

Alaska Energy Authority
Attention: **Daniela Patterson**
Invitation to Bid (ITB) Number: **23086**
ITB Title: **STOCK POWER PLANT MATERIALS EMERGENCY INVENTORY**
813 W NORTHERN LIGHTS BLVD
ANCHORAGE, AK 99503

It is the bidder's responsibility to contact the issuing agency at **907-771-3904** to confirm that the bid has been received. The Authority is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 BID FORMS

Bidders shall use the front page of this ITB and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB. **Forms to be submitted:**

- **Completed and Signed Bid Sheet - Appendix A**
- **Completed ITB response (Page 1 of ITB)**
- **Completed Bidder Preferences Certification (if applicable) – Appendix B**
- **Completed Debarment/Suspension Certification - Appendix D**
- **Alaska Business License**

BIDDER'S CERTIFICATION

By signature on the bid, the bidder certifies that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 30 days.

If any bidder fails to comply with [a] through [g] of this paragraph, the Authority reserves the right to disregard the bid, terminate the contract, or consider the contractor in default.

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The contracting officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SEC. 1.09 PRICES

The bidder shall state prices in the units of issue on this ITB. 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.

SEC. 1.10 PRE-BID CONFERENCE

Not Applicable

SEC. 1.11 ASSISTANCE TO BIDDERS WITH A DISABILITY

Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the contracting officer no later than ten days prior to the deadline for receipt of bids.

SEC. 1.12 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 3 AAC 109.170. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the procurement agency, in accordance with 3 AAC 109.360.

SEC. 1.13 AMENDMENTS TO THE ITB

If an amendment is issued, it will be provided to all who were notified of the ITB and to Plan holders who have registered on the ITB Plan Holders Registration at www.aideaaeaprocurement.org.

SEC. 1.14 ITB SCHEDULE

The ITB schedule set out herein represents the Authority's best estimate of the schedule that will be followed. If an Activity of this schedule is changed, the schedule may be adjusted. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / ITB Released		4/19/2023
Deadline for Comments/Questions (5 days prior to Bid Due)	2:00 PM	5/05/2023
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	5/10/2023

This ITB does not, by itself, obligate the Authority. The Authority's obligation will commence when the contract is approved by the AEA Executive Director, or the Director's designee. Upon written notice to the contractor, the Authority may set a different starting date for the contract. The Authority will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Authority.

SEC. 1.15 ALTERNATE BIDS

Bidders may only submit one bid. In accordance with 3 AAC 109.270 alternate bids (bids that offer something different than what is asked for) will be rejected.

SEC. 1.16 SUPPORTING INFORMATION

Bidders shall 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 Authority reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services 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) 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.

SEC. 1.17 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all 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.

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award until the time of delivery and acceptance at the F.O.B. point.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the contracting officer or person appointed by AEA.

SEC. 2.03 CONTRACT FUNDING

AEA estimates a budget up to \$120,000.00 dollars for this contract.

SEC. 2.04 CONTRACT EXTENSION

A month-to-month extension may only be executed by the contracting officer via a written contract amendment. Refer to Appendix A, A.15.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Authority 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 per 3 AAC 109.540.

The contractor will not commence additional work until the contracting officer has secured required Authority approvals necessary for the amendment and issued a written contract amendment.

SEC. 2.06 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed and managed at the vendor's place of business.

The Authority will not provide workspace for the contractor. The contractor must provide its own workspace.

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

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

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

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

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the Authority may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the Authority makes such an inspection, the contractor must provide reasonable assistance.

SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

Alaska Energy Authority (AEA) is soliciting bids to purchase commodities as indicated in Appendix A - Bid Schedule and Appendix C – Scope of Work.

SEC. 2.11 F.O.B. POINT

The F.O.B. point for all items purchased under this contract is the final destination. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the Authority. The F.O.B. point is indicated in Appendix C - Scope of Work.

SEC. 2.12 SHIPPING DAMAGE

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

SEC. 2.13 DELIVERY TIME

The Scope of Work indicates the desired delivery date. In the space provided on the Bid Schedule indicate the earliest firm delivery date. Failure to make an entry in the space provided will be construed as an offer to deliver by the desired delivery. Bids that specify deliveries in excess of the desired delivery may be considered non-responsive and may be rejected.

SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for proving all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the Authority. The Authority may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Authority 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.

Substantial failure of the contractor to perform the contract may cause the Authority to terminate the contract. In this event, the Authority may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

SEC. 2.15 CONTINUING OBLIGATION OF CONTRACTOR

Not applicable.

SEC. 2.16 ESTIMATED QUANTITIES

The quantities in this ITB are indicated in Appendix A - Bid Schedule.

SEC. 2.17 CONTRACT PRICE ADJUSTMENTS

Not Applicable.

SEC. 2.18 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the contracting officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the contractor.

SEC. 2.19 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.

SEC. 2.20 INSURANCE

Not Applicable.

SEC. 2.21 MANDATORY REPORTING

Not Applicable.

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The Authority will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the Authority.

SEC. 3.02 PAYMENT FOR AUTHORITY PURCHASES

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to the Authority 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.

SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Because of the additional administrative and accounting time required of the Authority when third party financing agreements are permitted, they will not be allowed under this contract.

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

After bid opening, the contracting officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

SEC. 4.02 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder and Alaska Veteran preferences are the most common preferences involved in the ITB process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Bidders must attach a copy of their certification letter to the proposal. A bidder's failure to provide this certification letter with their proposal will cause the state to disallow the preference.

SEC. 4.03 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the total bid price. The preference will be given to a bidder who:

- 1) Holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) Submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) Has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;

4) Is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

5) If a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

SEC. 4.04 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the total bid price. The preference will be given to a bidder who qualifies under AS 36.30.990(2) as an Alaska Bidder and is a:

- a) Sole proprietorship owned by an Alaska veteran;
- b) Partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- c) Limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- d) Corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

SEC. 4.05 USE OF LOCAL FOREST PRODUCTS

Not Applicable.

SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

Not Applicable.

SEC. 4.07 ALASKA PRODUCT PREFERENCE

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development (DCCED) may receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

When the bids are evaluated, the preference percentage will be deducted from the product price. If a bidder fails to specify the brand being offered, no preference will be given. For more information on the Alaska Product Preference and to see the list of products currently on the Alaska Product Preference List, use the following web link:

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx>

Brand Offered

If offering a product that qualifies for the Alaska Product Preference, the bidder must indicate the brand of product they intent to provide. If a bidder is not offering a product that qualifies for the Alaska Product Preference, the bidder does not need to indicate a product brand.

Brand of Product Changes

During the course of the contract including all renewal options, a contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

If a bidder offers a product brand in the original bid that does not qualify for the Alaska Product Preference, a change in the product brand may be made at any time during the course of the contract, including all renewals, as long as the product band continues to meet the required specifications. A contract amendment is not required if the product brand originally offered did not qualify for the Alaska Product Preference.

SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is offering goods or services through an employment program as defined under AS 36.30.990(12), an Employment Program Preference of 15% will be applied to the total bid price.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

SEC. 4.10 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the state to disallow the preference.

SEC. 4.11 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.

SEC. 4.12 METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

SEC. 4.13 NOTICE OF INTENT TO AWARD

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the Authority's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be emailed 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.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

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

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 5.02 AUTHORITY

This ITB is written in accordance with 3 AAC 109 and 2 AAC 12.

SEC. 5.03 COMPLIANCE (Refer to Appendix A, A.9)

SEC. 5.04 SUITABLE MATERIALS, ETC. (Refer to Appendix A, A.2)

SEC. 5.05 SPECIFICATIONS

Unless otherwise specified in this 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.

SEC. 5.06 CONTRACTOR SITE INSPECTION

The Authority may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the Authority reasonable access to relevant portions of its work sites. Individuals designated by the contracting officer at the Authority's expense will make site inspection.

SEC. 5.07 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. Unless otherwise specified in 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.

SEC. 5.08 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/j/tip/>

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

SEC. 5.09 RIGHT OF REJECTION

Bidders must comply with all of the terms of this ITB, 3 AAC 109 (Procurement for Alaska Energy Authority Managed Grants), and all applicable local, state, and federal laws, codes, and regulations. The contracting officer may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the ITB.

Bidders may not qualify the bid nor restrict the rights of the Authority. If a bidder does so, the contracting officer may determine the bid to be a non-responsive counter-offer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the contracting officer.

The Authority reserves the right to refrain from making an award if it determines that to be in its best interest.

A bid from a debarred or suspended bidder shall be rejected.

SEC. 5.10 AUTHORITY NOT RESPONSIBLE FOR PREPARATION COSTS

The Authority will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid.

SEC. 5.11 DISCLOSURE OF BID CONTENTS

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the Authority's option. AAC 109.270 and 3 AAC 109.700 require public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

Trade secrets and other proprietary data contained in bids may be held confidential if the bidder requests, in writing, that the contracting officer does so, and if the contracting officer agrees, in writing, to do so. The bidder's request must be included with the bid, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the contracting officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 5.12 ASSIGNMENTS (Refer to Appendix A, A.5)

Bids that are conditioned upon the Authority's approval of an assignment will be rejected as non-responsive.

SEC. 5.13 FORCE MAJEURE (Refer to Appendix A, A.14)

SEC. 5.14 DEFAULT (Refer to Appendix A, A.4)

SEC. 5.15 DISPUTES (Refer to Appendix A, A.3)

SEC. 5.16 SEVERABILITY (Refer to Appendix A, A.16)

SEC. 5.17 CONTRACT CANCELLATION

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

SEC. 5.18 GOVERNING LAW; FORUM SELECTION (Refer to Appendix A, A.18)

SEC. 5.19 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 3 AAC 109.150.

SEC. 5.20 QUALIFIED BIDDERS

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under 3 AAC 109, the bidder must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the contracting officer may not accept the bidder as a qualified bidder under 3 AAC 109.

SEC. 5.21 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the contracting officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the contracting officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the contracting officer.
- **Authority's Ability to Make Changes:** The Authority reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 5.22 PROTEST

3 AAC 109.570 provides that an interested party may protest the content of the ITB.

An interested party is defined in 3 AAC 109.900 (17) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the contracting officer at least ten days prior to the deadline for receipt of bids.

3 AAC 109 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If a bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the contracting officer within 10 days after the date the Notice of Intent to Award for the contract is issued.

A protester must have submitted a bid in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The contracting officer will issue a written response to the protest. The response will set out the contracting officer's decision and contain the basis of the decision within the statutory time limit in 3 AAC 109.570. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All bidders will be notified of any protest. The review of protests, decisions of the contracting officer, appeals, and hearings, will be conducted in accordance with 3 AAC 109 – Procurement for Alaska Energy Authority Managed Grants.)

SECTION 6. APPENDICES

- (a) Appendix A – Bid Sheet.
- (b) Appendix B – Bidder Preferences Certification
- (c) Appendix C – Scope of Work.
- (d) Appendix D – Certification Debarment, Suspension Ineligibility and Voluntary Exclusion.

Item	Description	Part #	Quantity	Unit	Price	Extended Price
John Deere Engine Parts <small>Part number provided is for filter kit, not pump assembly + filter</small>						
1	4.5 12V filter head+ lift pump	RE526834	1		\$	\$
2	4.5 24V filter Head+lift pump	RE553368	1		\$	\$
3	4.5, 6.8, & 9.0 24v Racor lift pump	DZ112083	1		\$	\$
4	4.5, 6.8, & 9.0 12v Racor lift pump	DZ112082	1		\$	\$
5	4.5/6.8AFM85 HP fuel pump	SE501915	1		\$	\$
6	4.5/6.8AFM85 pump shaft o ring to adapter plate	R516125	1		\$	\$
7	4.5/6.8AFM85 adapter plate speed sensor inner o ring	R116031	1		\$	\$
8	4.5/6.8AFM85 Adapter plate outer mount o ring	R55453	1		\$	\$
9	4.5/6.8AFM85 hp pump gear	R502541	1		\$	\$
10	4.5/6.8AFM85 hp pump gear nut	R91360	1		\$	\$
11	4045AFM85 hp injector harness	RE551317	1		\$	\$
12	4045AFM85 hp injector, reman	SE501926	4		\$	\$
13	4045AFM85 oil cooler adapter o ring	R504734	1		\$	\$
14	4.5/6.8AFM85 oil cooler adapter fitting mounting gasket	R501428	2		\$	\$
15	4.5/6.8AFM85 oil cooler housing mounting gasket	R123501	2		\$	\$
16	4045AFM85 oil cooler core	RE560752	1		\$	\$
17	4.5/6.8 injector hold down bolt #R504781	R504781	10		\$	\$

Item	Description	Part #	Quantity	Unit	Price	Extended Price
18	4045AFM85 exhaust gasket	RE551765	1		\$	\$
19	4045AFM85 exhaust mounting bolt, short	19M7812	8		\$	\$
20	4045AFM85 exhaust mounting bolt, long	19M9168	7		\$	\$
21	4045AFM85 turbo	RE557987	1		\$	\$
22	4045AFM85 turbo mounting gasket	RE549173	1		\$	\$
23	4.5/6.8 turbo oil drain gasket	DZ120384	2		\$	\$
24	4045afm85 head	RE553422	1		\$	\$
25	4045afm85 head gasket	R116515	1		\$	\$
26	4045AFM85 head bolt kit	RE536968	1		\$	\$
27	4045AFM85 Water Pump	RE527848	1		\$	\$
28	4045AFM85 water pump gasket	R123417	1		\$	\$
29	4045AFM85 Water Pump insert	RE508566	1		\$	\$
30	4045AFM85 water pump inlet pipe oring	R89944	1		\$	\$
31	4045AFM85 Wiring Harness	DZ103451	1		\$	\$
32	6068AFM85 Injector, reman	SE501934	6		\$	\$
33	4.5/6.8AFM85 Turbo v band clamp	RE47537	1		\$	\$
34	6068AFM85 cylinder head, reman	SE501583	1		\$	\$
35	6068AFM85 head gasket	R116516	1		\$	\$

Item	Description	Part #	Quantity	Unit	Price	Extended Price
36	6068AFM85 head bolt kit	RE546995	1		\$	\$
37	6068AFM85 Oil Cooler core	RE560754	1		\$	\$
38	4.5/6.8AFM85 oil cooler housing o ring	T122075	4		\$	\$
39	6068AFM85 Wiring harness 1	RE535893	1		\$	\$
40	6068AFM85 wiring harness 2	RE536602	1		\$	\$
41	6068AFM85 injector harness	RE509093	1		\$	\$
42	6068AFM85 torsional damper	DZ119883	1		\$	\$
43	6068AFM85 torsional damper mounting bolts	19M8292	6		\$	\$
44	4.5/6.8 rear main seal	DZ111672	1		\$	\$
45	4.5/6.8 front main seal	DZ111671	1		\$	\$
46	6068AFM85 Exhaust Gasket	R522314	1		\$	\$
47	6068AFM85 Exhaust manifold seal, water	R522511	1		\$	\$
48	6068AFM85 exhaust manifold bolts	19M8526	14		\$	\$
49	4.5/6.8 thermostats	RE557215	2		\$	\$
50	6068AFM85 thermostat housing gasket	R522334	1		\$	\$
51	6068AFM85 thermostat cover o ring	R523027	1		\$	\$
52	4045AFM85 thermostat housing gasket	R536206	1		\$	\$
53	6090AFM75 water pump, reman	SE501228	1		\$	\$

Item	Description	Part #	Quantity	Unit	Price	Extended Price
54	6090AFM75 Water pump housing gasket	R119383	1		\$	\$
55	6090AFM75 front main	RE535549	1		\$	\$
56	6090AFM75 thermostat kit	DZ100553	2		\$	\$
57	6090AFM75 exhaust gaskets	R519361	6		\$	\$
58	6090AFM75 turbo stud	DZ107212	4		\$	\$
59	6090AFM75 exhaust manifold bolts	19M8952	12		\$	\$
60	6090AFM75 turbo v band clamp	RE47537	1		\$	\$
61	6090AFM75 oil pan gasket	R100569	1		\$	\$
62	6090AFM75 turbo mounting gasket	RE549173	1		\$	\$
63	6090AFM75 Turbo oil drain gasket	R521158	2		\$	\$
64	6090AFM75 head, reman	SE501747	1		\$	\$
65	6090AFM75 head gasket	DZ111356	1		\$	\$
66	6090AFM75 head bolts	DZ110495	26		\$	\$
67	6090AFM75 valve cover gasket	R527884	1		\$	\$
68	6090AFM75 harness 1	RE536031	1		\$	\$
69	6090AFM75 Harness 2	RE536655	1		\$	\$
70	6090AFM75 injector harness	RE558114	1		\$	\$
71	6090AFM75 injector hold down bolt	RE528096	6		\$	\$

Item	Description	Part #	Quantity	Unit	Price	Extended Price
72	6090AFM75 HP fuel pump gear	R518254	1		\$	\$
73	6090AFM75 HP fuel pump gear nut	R91360	1		\$	\$
74	6090AFM75 HP fuel pump o ring	R521040	1		\$	\$
75	6090AFM75 HP fuel pump suction valve	DZ111141	1		\$	\$
76	6090AFM75 HP fuel pump suction valve, other style	DZ111138	1		\$	\$
77	6090AFM75 injector tube nut	R518871	6		\$	\$
78	4045AFM85 oil pan gasket	DZ116645	1		\$	\$
79	6090AFM75 rocker/intake mount gasket	DZ109633	1		\$	\$
80	4045TFM75 fuel pump, reman	SE501234	1		\$	\$
81	4045TFM75 fuel pump gear	R505472	1		\$	\$
82	4045TFM75 fuel pump gear nut	14M7289	1		\$	\$
83	4045TFM75 fuel pump gear washer	R54228	1		\$	\$
84	4045TFM75 injector leak off line	RE68748	6		\$	\$
85	4045TFM75 injector leak off line seal	R51936	12		\$	\$
86	4045TFM75 injector hold down bolt	R116366	4		\$	\$
87	4045TFM75 injector	RE522543	4		\$	\$
88	4045TFM75 Turbo	SE502355	1		\$	\$
89	4045TFM75 turbo gasket	R108612	1		\$	\$

Item	Description	Part #	Quantity	Unit	Price	Extended Price
90	4045TFM75 turbo drain gasket	R521158	1		\$	\$
91	4045TFM75 thermostats	AR48675	2		\$	\$
92	4045TFM75 thermostat cover gasket	R108730	1		\$	\$
Detriot Diesel Series 60 Engine Parts						
93	6063TK35 marine turbo charger	23529009	1		\$	\$
94	6063TK35 marine turbo charger gasket	08929529	1		\$	\$
95	6063TK35 injector	R5235695	6		\$	\$
96	6063TK35 injector bolt washer	08929021	6		\$	\$
97	6063TK35 injector bolt	08929393	6		\$	\$
98	6063TK35 injector hold down	08929088	6		\$	\$
99	6063TK35 Thermostats	# 23532436 (kit with 08929878 and 05132155)	2		\$	\$
100	6063TK35 Thermostat seal	05132155	2		\$	\$
101	6063TK35 Thermostat seal, flange	23509514	2		\$	\$
102	6063TK35 fuel pump	23523754	1		\$	\$
103	6063TK35 fuel pump gasket	23505248	1		\$	\$
Stamford Generators						
104	Stamford UC27, for 100 kW 4045AFM85	UCI274E1	1		\$	\$
105	Stamford S4, for 210 kW 6090AFM75, SAE #1, 11.5" flex plates	S4L1D-D41	1		\$	\$
106	Stamford S4 SAE #2 adaptation kit	45-0721	1		\$	\$
John Deere Speciality Tools						



BID SHEET

Item	Description	Part #	Quantity	Unit	Price	Extended Price
107	4.5 rear main seal puller	JDG698A	1		\$	\$
108	4.5 rear main seal installer	JT30040B	1		\$	\$
109	4.5 front seal puller set	JDG954B	1		\$	\$
110	8.1 rear seal driver	JDG478	1		\$	\$
111	9.0 Rear seal installer	JDG476	1		\$	\$
112	John Deere turn tool	JDG820	1		\$	\$
113	John Deere timing tool kit	JT07223A	1		\$	\$
114	10.5/12.5 timing pin	JDG971	1		\$	\$
115	4.5/6.8 pencil injector puller	JDG1515-1	1		\$	\$

TOTAL COST \$

THIS SECTION MUST BE COMPLETED BY VENDOR

Delivery shall be made _____ calendar days after receipt of order.

Payment Terms: _____

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



ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME:

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No						
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No						
Please list any additional Alaska Preferences below that you believe your firm qualifies for.							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 16.6%; border-bottom: 1px solid black;">1.</td> <td style="width: 16.6%; border-bottom: 1px solid black;">2.</td> <td style="width: 16.6%; border-bottom: 1px solid black;">3.</td> <td style="width: 16.6%; border-bottom: 1px solid black;">4.</td> <td style="width: 16.6%; border-bottom: 1px solid black;">5.</td> <td style="width: 16.6%; border-bottom: 1px solid black;">6.</td> </tr> </table>		1.	2.	3.	4.	5.	6.
1.	2.	3.	4.	5.	6.		

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

Alaska Bidder Preference Questions:

1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?

YES **NO**

If **YES**, enter your current **Alaska business license number**: [Click or tap here to enter text.](#)

2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?

YES **NO**

3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?

YES **NO**

If **YES**, please complete the following information:

A. Place of Business

Street Address: [Click or tap here to enter text.](#)

City: [Click or tap here to enter text.](#)

ZIP: [Click or tap here to enter text.](#)

“**Place of business**” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

YES **NO**

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?

YES **NO**

2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?

YES **NO**

3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

YES **NO**

4) Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

YES **NO**

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. **Incorporated or qualified to do business under the laws of the state?**

YES **NO**

If **YES**, enter your current **Alaska corporate entity number**: [Click or tap here to enter text.](#)

B. A **sole proprietorship** AND the proprietor is a resident of the state?

YES **NO**

C. A **limited liability company** organized under AS 10.50 **AND** all members are residents of the state?

YES **NO**

Please identify each member by name: [Click or tap here to enter text.](#)

D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of the state?

YES **NO**

Please identify each partner by name: [Click or tap here to enter text.](#)

Alaska Veteran Preference Questions:

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

- A. A **sole proprietorship** owned by an Alaska veteran?
 YES NO
- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?
 YES NO
- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?
 YES NO
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?
 YES NO

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

YES NO

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

Printed Name _____
 Title _____
 Date _____
 Signature _____

SCOPE OF WORK

1. **Scope** – As listed in Appendix A – Bid Schedule.
2. **F.O.B. Point** – Deliver all engine parts and materials to the Alaska Energy Authority, 2601 Commercial Drive, Anchorage, AK 99501.
3. **Delivery Date** – Delivery of all engine parts and materials to the F.O.B. Point is desired within 8 calendar weeks after receipt of an order.

NOTES:

1. Provide unit cost and extended cost for each item listed above. **Items will be awarded at lowest cost per item.**
2. For a bid to be considered responsive it must include the following:
 - a. Completed ITB response (page 1 of the ITB).
 - b. Completed Bid Schedule (Appendix A)
 - c. Completed Bidder Preferences Certification (Appendix B), if apply.
 - d. Completed Debarment Certificate (Appendix D)
 - e. Alaska Business License

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

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

Organization Name PR/Award or Project Name

Name and Title

Signature Date