



November 17, 2016

Invitation to Bid 17047 Rural Power System Upgrade Electrical and Mechanical  
Installation  
Addendum 1

The Bid due date has changed, Bid shall be publically opened at, 2:00 p.m. November 29, 2016, in the Willow Conference Room.

**Addendum 1 is issued to remove and replace ITB 17047 in its entirety (attached) and answer the following questions:**

1. It is difficult for a contractor to confirm the labor hours without the full drawing set. The assumption is the labor hours may be adjusted post award. Please provide the methodology for estimating labor hours.

The contracting method is labor unit prices with the total not to exceed based the Contractors hourly unit rates and the number of hours shown on the bid form. The contracting method is not lump sum. The contractor will invoice based on the hourly units and number of labor hours expended on fabrication of the module. The Contractors labor time sheets will be the invoice backup. The Contractor will not be providing or invoicing for material. All profit, overhead, and other expenses like insurance must be included within the hourly rates. The Contractor will only invoice for labors hours that are expended on fabricating the module at AEA warehouse not in their office or traveling. The Contractor awarded the project will be provided engineered construction drawings. If the project is completed in less labor hours and under the total not to exceed amount, the Contractor cannot bill for the remaining balance. The Contractor's total invoicing cannot exceed the total amount on their bid without a pre-approved contract change order. During the course of the project if the Contractor estimates they will exceed the total amount of their bid the Contractor will provide a proposal to the project manager based on their previous labor rates for consideration.

2. The ITB includes a requirement for Builder's Risk. This is unusual for a labor only contract -- AEA is supplying all major materials and equipment and the work will be done on AEA property. Is builder's Risk really required for this project?

Reference revise solicitation terms and conditions.

3. The ITB says that certified payrolls are required and refers to a “wage determination... attached hereto” but the special conditions say that the project is “not subject to prevailing wage rates. Certified payroll with Alaska DOL is not required.” Are federal certified payrolls required? If so, does the latest wage determination apply?

Reference revised solicitation terms and conditions. Certified payroll is not required.

Thank you for your interest in our requirements.

Rich Wooten, CDT, CPSM  
Contracting Officer  
[rwooten@aidea.org](mailto:rwooten@aidea.org)



This is not an order.

<b>17047</b> <b>Rural Power System Upgrade (RPSU)</b> <b>Electrical and Mechanical Installation</b> <b>On behalf of</b> <b>The City of Kake and Kipnuk, Alaska</b>	<b><i>Return this bid to the issuing office below</i></b> Attention – Rich Wooten, Contracting Officer Alaska Energy Authority (AEA) or (Authority) 813 West Northern Lights Blvd. Anchorage, AK 99503-2495 <a href="mailto:rwooten@aidea.org">rwooten@aidea.org</a> , Ph. 907-771-3019 Fax 907-771-3044
--	---

This procurement is issued according to 3AAC 109 Procurement for Alaska Energy Authority (AEA) managed grants on behalf of the Native Village of Kake and City of Kipnuk.

**Table of Contents**

Cover Sheet	1-page
Instructions to Bidders	4-pages
Appendix A. Terms and Conditions	4-pages
Appendix B. Federal Provisions	7-pages
Appendix C. Specifications and Drawings	5-pages
Appendix D. Bid Schedule	3-Pages
Appendix E. Debarment Certification	1-Page
Appendix F. Bid Bond	2-Pages
Appendix G. Payment Bond	2-Pages
Appendix H. Performance Bond	2-Pages

**Invitation to Bid Schedule**

<b>Bid Issued</b>	<b>November 2, 2016</b>
<b>Pre-bid Conference</b>	A non-mandatory pre-bid meeting is scheduled for November 9, 2016, 10:00am at the AEA Warehouse. The AEA Warehouse is located at 2601 Commercial Dr., Anchorage, AK 99503.
<b>Bid Opening</b>	ITB shall be publically opened at, <b>2:00 p.m. November 23, 2016</b> , in the Willow Conference Room.

**Important**

Interested firms shall register online to receive addenda and other information at <http://www.aideaaeprocmement.org/>. Addenda and other notices will be posted and available at <http://www.aidea.org/> "Quick Links" Procurement Opportunities.

AEA may provide periodic e-mail notices regarding addenda or clarifications regarding this bid to those companies who reply.

**Important - Bid Submittals**

- Appendix D – Bid Schedule
- Appendix F – Bid Bond
- Appendix E – Debarment Certification
- The successful Bidder will be required to provide proof of insurance, naming AEA and the Native Village of Kipnuk and City of Kake as additional insured, including a waiver of subrogation.

**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**

- 1) The Contractor and any subcontractors shall be regularly engaged in the business of construction of industrial electrical and mechanical systems. After bid opening and prior to contract award the Owner may request the Contractor to provide documentation to demonstrate at least three years' similar project experience, electrical administrators license, and project references with points of contact and phone numbers.
- 2) The Contractor's foreman and journeymen staff assigned to the project shall have experience and knowledge with similar systems. After bid opening and prior to contract award the Owner may request the contractor to provide the resumes of the staff assigned to the project demonstrating their certifications and experience.

**4. Submitting Bids**

Envelopes containing bids must be sealed, marked, and addressed as shown below. **Faxed or emailed bids will not be accepted.** 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 Procurement Manager 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: Rich Wooten, Contracting Officer  
ITB 17047 Rural Power System Upgrade (RPSU)  
Electrical and Mechanical Installation  
Opening Date: 2:00 November 23, 2016**

**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 Procurement Manager, 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

## **ADDENDUM ONE**

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 Procurement Manager. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or other form of notice from the Procurement Manager 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 10 days 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**

A bid guaranty is required with each bid in the amount of 5% of the amount bid (Appendix E). (Alternate bid items as well as supplemental bid items appearing on the bid schedule shall be included as part of the total amount bid when determining the amount of bid guaranty required for the project.)

**24. Payment and Performance Bond**

The Contractor proposes to furnish Payment Bond in the amount of 100% (of the contract) and Performance Bond in the amount of 100% (of the contract), as surety conditioned for the full, complete and faithful performance of this contract (Appendix G & H).

**25. Contact**

The administration of this contract is the responsibility of Rich Wooten, Contracting Officer, at the Authority.

**26. Required for Award.** In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

- 1. Payment Bond**
- 2. Performance Bond**
- 3. Certificate of Insurance** (from carrier)

**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/g/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. Delivery Confirmation**

Bidders must obtain confirmation from manufacturers that the items offered are scheduled for production in sufficient time to meet the scheduled delivery dates.

**17. 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](mailto: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.

**18. 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.

**19. Liquidated Damages**

Liquidated damages shall not apply to this procurement.

**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

## **ADDENDUM ONE**

3) at its convenience upon 60 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. Brand and Model Offered**

Unless otherwise specified, when brand names and model numbers identify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the Authority to consider the offer non-responsive and reject the bid.

### **24. 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 Contract Award is the only order document that may be used to place orders against the contract(s) resulting from this ITB.

### **25. 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: 907-465-5745**

**REQUIRED CONTRACT PROVISIONS  
FOR  
FEDERAL-AID CONTRACTS  
[Revised November 26, 2013]**

The following contract provisions shall apply, where applicable, to all work performed on the contract by the contractor's own organization and by subcontractors. As provided in this Section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions and further require their inclusion in any lower tier subcontracts or purchase orders that may in turn be made. Incorporation by reference shall not be allowed. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all applicable Required Contract Provisions.

**1. CARGO PREFERENCE REQUIREMENTS - 46 USC §1241, 46 CFR Part 381** [Applicable to all Federal-aid contracts involving equipment, materials or commodities which may be transported by ocean vessel]

**Cargo Preference Use of United States - Flag Vessels** - The contractor agrees: **a. to use** privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; **b. to furnish** within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding subsection to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to THE AUTHORITY (through the contractor in the case of a subcontractor's bill-of-lading.) **c. to include these** requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**2. DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION - 49 CFR Part 29; Executive Order 12549** [Applicable to all Federal-aid contracts which exceed \$25,000]

**Instructions for Certification:**

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor and lower tier participants knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, THE AUTHORITY may pursue available remedies, including suspension and/or debarment.

2. The prospective contractor and lower tier participants shall provide immediate written notice to THE AUTHORITY if at any time the prospective contractor and lower tier participants learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact THE AUTHORITY for assistance in obtaining a copy of those regulations.

4. The prospective contractor and lower tier participants agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by THE AUTHORITY.

5. The prospective contractor and lower tier participants further agrees by submitting this 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.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, THE AUTHORITY may pursue available remedies including suspension and/or debarment.

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

(1) The prospective contractor and lower tier participants certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 CFR §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.

(2) When the prospective contractor and lower tier participants is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Contractor, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of, 49 CFR §29 apply to this certification and disclosure, if any.

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

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

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

**3. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS - 40 USC 3141 et seq.; 18 USC 874; 29 CFR Part 5; 49 CFR 18.36(i)(5) [Applicable to all Federal-aid construction contracts which exceed \$2,000] (Not applicable)**

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated

in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(2) Withholding** - THE AUTHORITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, THE AUTHORITY may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**(3) Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide

fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to THE AUTHORITY for transmission to the Federal grantor agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal grantor agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**(4) Apprentices and trainees -** (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a



State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**(5) Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

**(6) Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**(7) Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**(8) Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**(9) Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**(10) Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - 40 USC 3701 et seq.; 29 CFR Part 5; 29 CFR §1926** [Applicable to all Federal-aid construction in excess of \$100,000 and all nonconstruction contracts which employ mechanics and laborers on a public work in excess of \$100,000]

**A. Overtime** (Applicable to construction and nonconstruction contracts)

**(1) Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

**(3) Withholding for unpaid wages and liquidated damages** - THE AUTHORITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

**(4) Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**(5) Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages

paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**B. Contract Work Hours and Safety Standards Act** (Applicable to construction contracts only) (i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 USC § 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) **Subcontracts** - The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

**5. CLEAN WATER REQUIREMENTS - 33 USC 1251** [Applicable to all Federal-aid contracts which exceed \$100,000]

**Clean Water** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The Contractor agrees to report each violation to THE AUTHORITY and understands and agrees that THE AUTHORITY will, in turn, report each violation as required to assure notification to the Federal grantor agency and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

**6. CLEAN AIR REQUIREMENTS - 42 USC 7401 et seq., 40 CFR 15.61 & 49 CFR Part 18** [Applicable to all Federal-aid contracts which exceed \$100,000]

**Clean Air** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq. The Contractor agrees to report each violation to THE AUTHORITY and understands and agrees that THE AUTHORITY will, in turn, report each violation as required to assure notification to the Federal grantor agency and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

**7. ACCESS TO RECORDS AND REPORTS - 49 CFR 18.36** [Applicable to all Federal-aid contracts]

Access to Records - The following access to records requirements apply to this Contract:

1. Contractor agrees to provide THE AUTHORITY, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives access to the Contractor's books, documents,

papers and records which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions.

2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain the same until THE AUTHORITY, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

**8. FEDERAL CHANGES - 49 CFR Part 18 [Applicable to all Federal-aid contracts]**

**Federal Changes** - Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between THE AUTHORITY and the Federal grantor agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES [Applicable to all Federal-aid contracts]**

(1) THE AUTHORITY and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to THE AUTHORITY, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS - 31 USC 3801 et seq.; 49 CFR Part 31; 18 USC 1001 [Applicable to all Federal-aid contracts]**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 USC §1001 on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**11. SEISMIC SAFETY REQUIREMENTS - 42 USC 7701 et seq. & 49 CFR Part 41 [Applicable only to Federal-aid contracts for the construction of new buildings or additions to existing buildings]**

**Seismic Safety** - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations, 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**12. ENERGY CONSERVATION REQUIREMENTS - 42 USC 6321 et seq. & 49 CFR Part 18**  
[Applicable to all Federal-aid contracts]

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

**13. CIVIL RIGHTS REQUIREMENTS - 29 USC §623, 42 USC §2000, 42 USC §6102, 42 USC §12112, 42 USC §12132, 29 CFR Part 1630, & 41 CFR Parts 60 et seq.** [Applicable to all Federal-aid contracts]

**Civil Rights** - The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, and section 202 of the Americans with Disabilities Act of 1990, 42 USC §12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal grantor agency may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, and 42 USC §2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, and 29 USC § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

**14. BREACHES AND DISPUTE RESOLUTION - 49 CFR Part 18** [Applicable to all Federal-aid contracts in excess of \$100,000]

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in accordance with THE AUTHORITY's Procurement Rules.

**Performance During Dispute** - Unless otherwise directed by THE AUTHORITY, Contractor shall continue performance under this contract while matters in dispute are being resolved.

**Notification** - In addition to the notice requirements set out elsewhere in this contract, if the contractor becomes aware of any act or occurrence which may form the basis of a claim by the contractor for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of the contract, the contractor shall immediately inform the Project Manager. If the matter cannot be resolved by agreement within 7 days, the contractor shall, within the next 14 days, submit an Intent to Claim in writing to the Project Manager. The claim, if not resolved, shall be presented to the Project Manager, in writing, within 60 days following receipt of the Intent to Claim. Receipt of the claim will be acknowledged in writing by the Project Manager. The Contractor agrees that unless these written notices are provided, the contractor will have no entitlement to additional time or compensation for such act, event or condition.

**Presenting Claim** - A claim shall be submitted in accordance with THE AUTHORITY Procurement Rule 1800.12 and shall specifically include the following:

1. The act, event or condition giving rise to the claim.
2. The contract provisions which apply to the claim and under which relief is provided.
3. The item or items of contract work affected and how they are affected.
4. The specific relief requested, including additional contract time if applicable, and the basis upon which it was calculated.

**Claim Validity, Additional Information, & Project Manager's Actions** - The claim, in order to be valid, must not only show that the contractor suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the contract provides entitlement to relief to the contractor for such act, event, or condition. The Project Manager reserves the right to make written request to the contractor at any time for additional information which the contractor may possess relative to the claim. The contractor agrees to provide the Project Manager such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the claim. The claim, if not resolved by agreement within 60 days of its receipt, will automatically be forwarded to the Manager of Purchasing & Materials for formal written decision.

**Decision on Claim** - The contractor will be furnished the Manager of Purchasing & Materials' decision within the next 90 days, unless additional information is requested by the THE AUTHORITY. The Manager of Purchasing & Materials' decision is final and conclusive unless fraudulent as to the Claim.

**Notice of Appeal** - Within 14 days of receipt of the Manager of Purchasing & Materials' decision, the contractor may deliver a Notice of Appeal to THE AUTHORITY in accordance with THE AUTHORITY Procurement Rule 1800.13 and request a hearing. The Notice of Appeal shall include specific exceptions to the Manager of Purchasing & Materials' decision, including specific provisions of the contract, which the contractor intends to rely upon in the appeal. General assertions that the Manager of Purchasing & Materials' decision is contrary to law or to fact are not sufficient.

**Decision on Appeal** - The decision of the THE AUTHORITY on appeal will be rendered within 90 days after the conclusion of a hearing conducted under THE AUTHORITY Procurement Rule 1800.15 or the date of receipt of the Notice of Appeal, whichever is later. The time limits given above may be extended by mutual consent. The decision of THE AUTHORITY on appeal shall be final and conclusive unless the Contractor appeals to the superior court in accordance with THE AUTHORITY Procurement Rule 1800.18.

**15. NONSEGREGATED FACILITIES** [Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more]

1. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO Provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

2. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, or national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

3. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

**16. NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - 16 USC §470 et seq.**  
[Applicable to all Federal-Aid contracts]

In the performance of this contract, neither Contractor nor its subcontractors shall take any action (which term includes but is not limited to the seeking of any required federal license or permit, and the extraction of material or natural resources from any source whatsoever) that may affect a district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places without prior notice to THE AUTHORITY and compliance with the requirements of the National Historic Preservation Act of 1966, 16 USC § 470 et seq. Contractor is advised that both historic and cultural sites may be eligible for inclusion on the National Register.

**17. FLY AMERICA REQUIREMENT - 49 USC §40118; 41 CFR § 301-3.61(b) & 301-10.131 et seq.**  
[Applicable to all Federal-aid contracts which may involve the international air transportation of equipment, materials, commodities, products or personnel]

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**18. RECYCLED PRODUCTS - 42 USC §6962; 40 CFR PART 247** [Applicable to all Federal-aid contracts for items designated by the EPA, for the purchase of \$10,000 or more of one of these items during the fiscal year]

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The contractor agrees to include this requirement in all subcontracts issued pursuant to this contract when the subcontract may involve the purchase of said items.

**19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS - FTA Circular 4220.1F [Applicable to all FTA funded contracts]**

The provisions herein include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any THE AUTHORITY requests which would cause THE AUTHORITY to be in violation of the FTA terms and conditions.

**20. FHWA BUY AMERICA REQUIREMENTS - 23 CFR §635.410 [Applicable only to FHWA funded construction contracts in excess of \$100,000]**

Unless a waiver has been granted by the FHWA, all steel and iron materials which are incorporated into the work, and the action of applying a coating to a covered material (i.e., steel and iron), shall be manufactured in the United States except that minor amounts of steel and iron materials of foreign manufacture may be used, provided the aggregate cost of such materials does not exceed one tenth of one percent (0.1 percent) of the total contract amount, or \$2500, whichever is greater. Coating includes epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of a material subject to the requirements of this section. For the purposes of this section, the cost is the value of the products as they are delivered to the project. When steel and iron materials manufactured in the United States are shipped to a foreign country where non-steel or iron products are installed on or in them (i.e., electronic components in a steel cabinet), the steel and iron is considered to meet the requirements of this section. A certification of materials origin, attesting to compliance with this provision, shall be furnished to the Engineer prior to incorporating any steel or iron products into the project. Bidders may submit an alternate bid for the project based on the use of foreign iron or steel materials. In this event, the contract will be awarded to the bidder who submits the lowest total responsive bid based on furnishing domestic iron and steel materials unless such total bid exceeds the lowest total responsive bid based on furnishing foreign steel and iron materials by more than 25 percent.

**Certificate of Compliance with 23 CFR §635.410**

The bidder or offeror hereby certifies that it will comply with the requirements of 23 CFR §635.410.

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

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_



**21. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING - 31 USC §1352, 49 CFR Parts 19, 20** [Applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000]

A bidder must submit to THE AUTHORITY the below certification with its bid response for any Federally funded contract that exceeds \$100,000. Bids that are not accompanied by a completed certification may be rejected as nonresponsive.

1. The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. The undersigned also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, *et seq.*, apply to this certification and disclosure, if any.

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

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

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

**APPENDIX C. Specifications and Drawings****Electrical and Mechanical Services Included**

- 1) Contractor shall provide one foreman with experience installing generation equipment and other commercial and industrial mechanical systems and equipment. The foreman shall be a hands-on working foreman, not just supervisory. The duties shall include but not be limited to: serving as the primary point of contact with AEA; overseeing and supervising the work of all craftsmen on the job; coordinating mechanical and electrical work; moving, placing, and installing large equipment such as generators, mufflers, tanks, etc.; installing miscellaneous mechanical equipment such as fans, pumps, filters, etc.; constructing racks for support of raceways, piping, and equipment; and other tasks as required.
- 2) Contractor shall provide two journeymen electricians with current State of Alaska Certificate of Fitness. At least one of the journeymen provided shall have experience in the installation of industrial diesel power generation, switchgear and control systems. The other journeyman provided shall have experience in the installation of various industrial and commercial electrical systems.
- 3) Contractor shall provide one apprentice electrician with a current State of Alaska apprentice card with a minimum of two years of experience in commercial and industrial systems.
- 4) Contractor shall provide one journeyman pipe welder with current 6G or equivalent pipe welding certificate and with experience in the installation of threaded and welded steel piping, welded steel exhaust tubing, and solder copper piping systems. Note that it is acceptable for the Contractor to provide two journeymen – one for welded piping and one for soldered piping; however, both must bill at the same rate.
- 5) Contractor shall provide one journeyman plumber/pipe fitter with experience in the installation of threaded and welded steel piping, and solder copper piping systems.
- 6) Contractor shall provide one apprentice plumber/pipe fitter with a minimum of two years of experience in the installation of threaded and welded steel piping, and solder copper piping systems.
- 7) Contractor shall provide all small tools required for the work. This refers primarily to hand tools and personal tools. Note that AEA has a very substantial tool and equipment inventory. Major tools will be available for use by the Contractor as listed under the Exclusions below.

**Exclusions:**

- 1) All construction materials will be furnished by AEA at no cost to the Contractor, see Special Conditions.
- 2) Power, heat, and lights as required will be furnished by AEA at no cost to the Contractor.
- 3) A break area and restroom are available for use on site by the Contractor's workers.
- 4) The following tools/equipment will available for use at the Contractor's discretion and at no cost to the Contractor: Ladders and scaffolds, pipe threader with dies 1/2" through 3", pallet jacks, chain hoists, electric welder, grinders, oxy-acetylene torch set with bottles, T-drill, pipe stands and vises, portable and stationary band saws, chop saw, hydraulic conduit bender with shoes for EMT and rigid through 2".
- 5) Startup and testing of the powerhouse module will be performed by AEA and is not part of this scope of work. The Contractor may be required to support this effort.
- 6) The Contractor will not be required to apply for local or State permits.

**Special Conditions:**

- 1) Drawings are attached to define the nature of the work involved, not to delineate the project scope. This solicitation is for an Hourly Contract for labor at fixed hourly rates, not a Lump Sum Bid.
- 2) The fabrication work is being performed off the Kipnuk and Kake sites and is not subject to prevailing wage rates. Certified payroll with Alaska DOL is not required.
- 3) All electrical installation work shall be performed under the supervision of an electrical contractor with a current State of Alaska Electrical Administrator license.
- 4) AEA or their representative will provide construction administration of the electrical and mechanical work. There will be coordination meetings conducted at least weekly.
- 5) Access to the AEA property will only be allowed during normal State of Alaska work hours, 7:00 am to 5:00 pm Monday thru Friday, excluding State holidays. Contractor access hours may be extended at the sole discretion of AEA.
- 6) The work schedule is to be 40 hours per week, per man. Overtime is not anticipated at this time. Overtime will only be allowed when authorized in writing by AEA.
- 7) AEA has pre-purchased the majority of required materials but acknowledges that some additional materials may be required. The Contractor will maintain a running list of additional materials and make requests to AEA for additional materials one time per week. AEA will provide a material expediter at no cost to the Contractor to procure the requested materials. Contractor shall plan work activities to remain productive with the materials currently on site or shall stop work until required materials are available.

## APPENDIX D. BID SCHEDULE

1. **Scope** - The State of Alaska, Alaska Energy Authority (AEA) is administering two power system upgrade projects on behalf of two entities: the Native Village of Kipnuk and the Inside Passage Electric Cooperative ("IPEC", serving Kake). The new power generation facilities will be housed in two modular steel structures: The Kipnuk module is 17'x 56' and the Kake module is 17' x 66'. Both modules will be assembled and tested in Anchorage at the Alaska Energy Authority shop located at 2601 Commercial Drive. The modules will then be commissioned, packaged and shipped to the communities for installation by others. This project includes installation of: diesel generators; exhaust, fuel and hydronic piping; holding and expansion tanks; automatic paralleling switchgear; and supporting mechanical, electrical, and control systems.

This contract is for a licensed contractor (Contractor) to provide labor only to perform the installation of all electrical and mechanical systems.

2. **Inspection** - AEA or their representative will be responsible to ensure quality of work and production rate. If skill, experience, or productivity of the foreman, journeymen or apprentices is determined to be inadequate the Contractor shall assign different staff at the request of AEA. Inability to perform adequately may result in termination of the Contract.
3. **Pricing** - Provide firm fixed hourly rates for each of the labor categories where indicated below. The hourly rates shall include the burdened hourly labor cost plus any Contractor's overhead and profit. The rate shall include the required project insurance and payment and performance bonding. Extend and total pricing as indicated.
4. **Schedule** –
  - December 2016 Anticipated Contract award
  - January 2, 2017 Work Begins
  - April 15, 2017 Kake Module Complete
  - June 15, 2017 Kipnuk Module Complete
  - June 30, 2017 Contractor Release
5. **Method of Award** - Contract award shall be made on the basis of the lowest total Base Bid. If Bid Alternates are included in the Bid Documents, the Alaska Energy Authority reserves the right to award some, none, or all of the alternates. Alternates may be awarded in any order in the best interest of the Alaska Energy Authority.
6. **Progress Payments** - Work will be performed on an hourly unit basis with a not-to-exceed limit. Copies of timecards or daily logs will be required with all progress payments. The Contractor shall separately track time spent on the Kake and Kipnuk modules. The proposed labor rates will become the basis of the contract. Payment will be made based on actual hours expended. Progress payments may be requested by the Contractor as frequently as every two weeks.
7. **Bid Schedule** – The Bidder shall insert a fixed price in figures opposite each pay item that appears in the bid schedule to furnish all labor. No price is to be entered or tendered for any item not appearing in the bid schedule. This is a Not-to-Exceed labor contract. The quantity of hours are an estimate for evaluation purposes only and are not guaranteed.

**8. Base Bid**

Conditioned or qualified bids will be considered non-responsive.

**Kake Labor Rates**

Item	Qty	Unit Cost	Ext Cost
Kake Foreman (straight time)	440 hr.	\$/hr	\$
Kake Foreman (overtime)	60 hr	\$/hr	\$
Kake Journeyman Electrician (straight time)	760 hr	\$/hr	\$
Kake Journeyman Electrician (overtime)	40 hr	\$/hr	\$
Kake Apprentice Electrician (straight time)	440 hr	\$/hr	\$
Kake Apprentice Electrician (overtime)	40 hr	\$/hr	\$
Kake Journeyman Welder (straight time)	440 hr	\$/hr	\$
Kake Journeyman Welder (overtime)	40 hr	\$/hr	\$
Kake Journeyman Fitter (straight time)	440 hr	\$/hr	\$
Kake Journeyman Fitter (overtime)	40 hr	\$/hr	\$
Kake Apprentice Fitter (straight time)	440 hr	\$/hr	\$
Kake Apprentice Fitter (overtime)	40 hr	\$/hr	\$
<b>Kake Module Sub-Total</b>			<b>\$</b> _____

**Kipnuk Labor Rates**

Item	Qty	Unit Cost	Ext Cost
Kipnuk Foreman (straight time)	400 hr.	\$/hr	\$
Kipnuk Foreman (overtime)	40 hr	\$/hr	\$
Kipnuk Journeyman Electrician (straight time)	760 hr	\$/hr	\$
Kipnuk Journeyman Electrician (overtime)	20 hr	\$/hr	\$
Kipnuk Apprentice Electrician (straight time)	400 hr	\$/hr	\$
Kipnuk Apprentice Electrician (overtime)	20 hr	\$/hr	\$
Kipnuk Journeyman Welder (straight time)	400 hr	\$/hr	\$
Kipnuk Journeyman Welder (overtime)	20 hr	\$/hr	\$
Kipnuk Journeyman Fitter (straight time)	400 hr	\$/hr	\$
Kipnuk Journeyman Fitter (overtime)	20 hr	\$/hr	\$
Kipnuk Apprentice Fitter (straight time)	400 hr	\$/hr	\$
Kipnuk Apprentice Fitter (overtime)	20 hr	\$/hr	\$
<b>Kipnuk Module Sub-Total</b>			<b>\$</b> _____

**GRAND TOTAL \$** \_\_\_\_\_

**ADDENDUM ONE**

**Acknowledge all addenda**

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

**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 E. 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)

ALASKA ENERGY AUTHORITY

**BID BOND**

For

**Rural Power System Upgrade (RPSU)  
Electrical and Mechanical Installation  
On Behalf Of Kipnuk and Kake**

DATE BOND EXECUTED: \_\_\_\_\_

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Corporation
STATE OF INCORPORATION:		

SURETY(IES) (Name and business address):

<b>A.</b>	<b>B.</b>	<b>C.</b>
PENAL SUM OF BOND:		DATE OF BID:

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the State (State of Alaska), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid in writing, date as shown above, on the above-referenced Project in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation To Bid therefore, and is required to furnish a bond in the amount stated above.

If the Principal's bid is accepted and he is offered the proposed contract for award, and if the Principal fails to enter into the contract, then the obligation to the State created by this bond shall be in full force and effect.

If the Principal enters into the contract, then the foregoing obligation is null and void.

**PRINCIPAL**

Signature(s)	1.	2.	3.
Name(s) & Title(s) (Typed)	1.	2.	3.

Corporate Seal

See Instructions on Reverse



**CORPORATE SURETY(IES)**

<b>Surety A</b>	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

<b>Surety B</b>	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

<b>Surety C</b>	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

**INSTRUCTIONS**

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the bid opening date.

ALASKA ENERGY AUTHORITY

**PAYMENT BOND**

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

For

**Rural Power System Upgrade (RPSU)  
Electrical and Mechanical Installation  
On Behalf Of Kipnuk and Kake**

NOW ALL WHO SHALL SEE THESE PRESENTS:

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

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

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

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

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

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

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

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

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

**Phone:** (     ) \_\_\_\_\_

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

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

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

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

**Phone:** (     ) \_\_\_\_\_

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

\_\_\_\_\_  
Alaska Energy Authority Authorized Representative

\_\_\_\_\_  
Date

See Instructions on Reverse

## **INSTRUCTIONS**

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

ALASKA ENERGY AUTHORITY

**PERFORMANCE BOND**

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

For  
**Rural Power System Upgrade (RPSU)  
Electrical and Mechanical Installation  
On Behalf Of Kipnuk and Kake**

KNOW ALL WHO SHALL SEE THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Alaska Energy Authority Authorized Representative

\_\_\_\_\_  
Date

See Instructions on Reverse

## INSTRUCTIONS

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