

**Bethel AAOF Standby/ Emergency Generator**  
**BETHEL, ALASKA**  
**DMVA/FMO**  
**Project No. 02A6520024**

**A. SW-1 SCOPE OF WORK:**

**1. LOCATION:**

- a. The Contractor shall provide all materials, tools, equipment, labor, travel, insurance, licensing, and certifications to install 125 KW generator with internal load bank at the National Guard Hangar in Bethel, Alaska.

**2. GENERAL SCOPE:**

- a. The Contractor shall provide and install all materials, tools, equipment, labor, travel, insurance, licensing, and certifications to install a new Kohler 125 kilowatt diesel standby generator with internal load bank, a 1500 gallon round fuel tank, and move the existing hazardous materials locker at the National Guard Bethel Army Aviation Operations Facility.
- b. Kohler brand Generator**
  - i. New 125 kilowatt Diesel powered Kohler brand generator
  - ii. 208Y/120 volt three phase power, mounted on skids
  - iii. Enclosure specific to the generator set. Enclosure is to be supplied with a cold weather package that includes electrically and mechanically louvers and heat for the enclosure, and an extra weather hood
  - iv. Internal load bank, radiator mounted, 50% load, with extra circuit breaker for the load bank, resolution not specified for load bank
  - v. Coordinate power interruptions, connections, and testing with Alaska Village Electric Corporation, the Project Manager and Hangar personnel
- c. Fuel Tank**
  - i. Round fuel tank, 1500 gallon capacity, double walled steel construction, complete with all attachments, environmental/ spill prevention accouterments specific for the tank. Tank to be mounted on full length skids extending 12" past each end of the tank.
  - ii. Connect the fuel tank and its associated parts to the generator set
- d. Automatic Power transfer switch**
  - i. Automatic power transfer switch 400- 450 amp 3-phase power 208Y/120 volt to match existing utilities and the genset.
- e. Trench through existing asphalt**
  - i. Connect the new genset and transfer switch with the existing service on the northwest corner of the hangar
  - ii. Fill the trench and resurface the asphalt to match the existing pavement.
  - iii. Use all appropriate connectors, cable, boxes grounding rods and all other necessary material to meet NEC requirements
- f. Hazardous materials locker to be moved approximately 75 feet to the east**
  - i. Disconnect electrical connection, extend wiring and reconnect after moving the tank.

- ii. Some items in the hazmat locker will be removed temporarily before the move then replaced after the relocation.

**g. Test run of the generator, transfer switch and load bank**

- i. Provide report of the test run to the Project Manager
- ii. Include testing of the load bank and cold weather package

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**B. TERM(S) OF CONTRACT**

The term of this contract will be from October 1, 2020 through September 30, 2021,

**C. CONTRACT EXTENSION**

No extension of the contract will be allowed

1. Contractor is responsible for environmental clean-up in accordance with Federal, State, and local jurisdictions. Cost of any petroleum product disposal shall be included in the lump sum contract. Contractor to provide copies of the disposal receipts along with quantities/volume to the Project Manager.
2. Contractor shall provide a Material Safety Data Sheet for each chemical product to be used for acceptance or denial by the Project Manager.

**C. SW-5 QUALIFICATIONS AND CERTIFICATIONS**

1. A. Bidders must provide evidence that the persons performing the installation work are competent and have sufficient training, experience and certifications to effect the installations of the new equipment identified above, and to provide the services of moving the locker nad resurfacing of the asphalt.

**D. SW-6 ACCESS, WORK HOURS AND USE OF FACITIES**

1. Successful contractor will coordinate with the Project Manager in advance for access to the installation and the work site in performance of the work.
2. The work may be performed Monday – Friday, based on an approved work schedule with the Project Manager. Any work performed after normal business hours, weekends or holidays must be scheduled in advance the project manager.
3. No work is required to be performed during weekends or state recognized holidays. During each term/renewal of this contract, the State recognizes the following holidays: Memorial Day, Independence Day, Labor Day, Alaska Day, Veterans Day, Thanksgiving, Christmas, New Year's, Martin Luther King Jr.'s Birthday, President's Day, and Seward's Day.
4. The Contractor is advised that the buildings may be occupied during the performance of this work.
5. Contractors work schedule may be affected by Army National Guard Drill weekends, physical training schedules and parades. A copy of the drill schedule(s) will be provided to the contractor upon request.
6. Contractor is advised that when developing a work schedule with the owner there may be concurrent construction taking place at the facility or military operations that may affect the work schedule. The intent is for the contractor to come on site and to complete the work based on an approved work schedule by the

Project Manager with no break in the schedule. Every effort will be made to advise the contractor of any military or other construction activities that may affect the work schedule.

7. Contractor may use the sanitary facilities at each location. Long term construction projects awarded under a work order may require the contractor to provide their own sanitary cans. Placement location on site must be approved by the Project Manager.
8. Contractor is responsible for cleaning up the work project each work day so that the tools, materials and equipment do not impede the operational use of the facilities, roadways or surface lots.
9. **There are existing dumpsters, waste oil containers, tools and equipment on site at each facility that may not be used by the contractor.** If the Contractor supplies a dumpster, it must have a lid. All disposal costs are to be borne by the Contractor. If a dumpster is required to be in placed on site by the Contractor, the exact location must be approved by the Project Manager.
10. **Any disruption of utilities, compacting, core drilling, vibration or loud hammering must be scheduled in advance with the Project Manager.**

## G. SW- 7 OTHER REQUIREMENTS TERMS AND CONDITIONS

1. Change Orders: Any change orders issued after award shall have the same terms and conditions of the base bid firm term, renewals or extensions.
2. Prices: All pricing shall be FOB Destination.
1. Miscellaneous Tax Statement: If the goods and services or construction work orders issued through this contract are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment is made. A W-9 Form will be supplied to the Contractor to be completed and returned to the Project Manager.
2. Conflict of Interest: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer of employee has the power to take or withhold official action so as to affect the award or execution of the contract.
3. Errors: 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.
4. Subcontractors: Contractor shall provide a copy of each approved Sub-contractors State of Alaska Business License, specialty license if applicable, an original certificate of insurance in accordance with the Subcontractor List 25D05 and any certifications required.
5. Default: In case of default by the Contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and any seek other remedies under law or equity.
6. Force Majeure: (impossibility to perform) The Contractor is not liable for the consequences of any failure to perform, or default in performing, any of this obligations under this Agreement, if that failure or default is caused by an unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of the

contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; insurrection; riot; civil commotion; sabotage; military 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 of 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.

7. Disputes and Protests: Any dispute arising out of this agreement shall be resolved under the laws of Alaska, Department of Transportation, Small Procurement Manual Construction Projects, October 2006, Chapter 4.
8. Assignments: Assignment rights, duties, or payments under this Contract are not permitted unless authorized in writing by the State of Alaska, Department of Military & Veterans Affairs. Bids that are conditioned upon the State's approval of an assignment will be rejected as non-responsive.
9. Continuing Obligation: The contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have expired.
10. Contract Documents: Except as specifically allowed herein, an agency will not sign any vendor contract. The State is not bound by any vendor contract signed by a person who is not specifically authorized to sign for the State under this contract. The contract documents issued by the Project Manager, or its designee, are the only documents that may be used against this solicitation/contract.
11. Alterations: The contractor must obtain the written approval of the Project Manager prior to making any alterations to the specifications contained in this agreement. The State will not pay for alterations that are not approved in advance and in writing by the Project Manager.
12. Firm, Unqualified and Unconditional Offer: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of this Solicitation. Material terms are those, which could affect price, quantity, quality, or delivery. Also included, as material terms are those, which are clearly identified herein and which for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.
13. 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 enforces as if the contract did not contain the particular provision held to be invalid.
14. Continuing Obligation of Contractor: Regardless of the terms and conditions of any third- party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, and warranty service, maintenance, parts and the provision of consumable supplies. By signature on form SPC-002 Quote Submittal, the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation.
15. Service Contract Deficiencies: The contractor's failure to provide a service required by this contract will be grounds for the State to issue a Service Deficiency Claim (SDC) to the contractor. The SDC will be provided to the contractor in writing. The contractor will advise the State, in writing, of the corrective action being taken. If a deficiency is not corrected within 7.5 working hours from the time it is issued, the State may issue another SDC and procure, from another contractor, the services necessary to correct the

problem. The contractor will be obligated to reimburse the state for the amount required correcting the problem. If a contractor receives more than two (2) substantiated SDC's in a month or a total of five (5) substantiated SDC's in a 60- day period, it will be grounds for the state to declare the contractor in default.

16. Contract Cancellation: The state reserves the right to cancel the Contract immediately for any breach of contract. The state reserves the right to cancel the contract if the state quits or surrenders the premises for any reason, by providing the Contractor with a thirty (30) day advance written notice. Cancellation shall be made immediate if for any reason the premises become temporarily or permanently un-tenantable. Once the premises are again usable, the state shall notify the contractor and the services shall resume as though no disruption had occurred, except that payment shall be adjusted to reflect the services not performed.
17. Third Party Financing: No third party financing agreements or third party payments are permitted under this contract.
18. Site Inspections: No pre-bid site inspection is available due to the short duration of the Invitation to Bid and the expiration of funding on September 30, 2020. Any questions must be directed to the Project Manager.
19. Billing Instructions: Invoices must be legible, written and billed to the agency's address shown below and shall include the project number, location or locations of work performed, dates of performance. If multiple locations, invoice shall detail separately each locations costs for budget purposes. Invoicing is acceptable after the work is performed and accepted by the project manager. Contractor is advised that the Project Manager cannot approve incomplete or inaccurate invoices. Invoicing shall be in the units of measure detailed herein on the bid schedule.
20. Invoice Address: All invoices shall be provided to the Project Manager for invoice approval by email or at the following address:  
Department of Military & Veterans Affairs  
Bethel Generator Project  
PO Box 5169  
JBER, Alaska 99505
21. Contract Authority: The Project Manager for this contract is Steve Baker, 428-7177 office, [steve.baker@alaska.gov](mailto:steve.baker@alaska.gov)

## **H. SW-8 GENERAL SPECIFICATIONS:**

1. All work is to be performed in accordance with industry standards and all applicable codes. Contractor will provide all labor, materials, tools, equipment and supervision to complete this work. The owner will not provide and utilities, equipment or tools however; we will allow connection to our water sources in locations in proximity.
2. All work must be performed in a thorough and workmanlike manner and in accordance with current industry standards practices. The contractor will be held responsible for the quality of the service, maintenance and inspections. The contractor, at the contractor's risk and expense, will do over, service, maintenance and inspections, which are improperly done.

3. Contractor to remove and dispose of all project related debris in a legal and responsible manner.
4. All machinery and electrical equipment installations shall be suitable for a wet environment.
5. All electrical work shall be performed in accordance with Federal, State and local regulations having jurisdiction.
6. Contractor is responsible for obtaining all permits and licenses applicable.
7. Contractor is responsible for all field measurements to ensure proper sizing, fit, dimensions and building infrastructure limitations.
8. The equipment must be suitable for the requirements of this contract and must meet all pertinent Federal, State Safety Regulations. Each and every piece of equipment is subject to Federal and State inspections at any time during the life of the contract.

**END OF SECTION**