INVITATION FOR QUOTES FOR A SMALL PROCUREMENT (CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

Project Name & No.: Water Tank Insulation Installation / 22-	Procurement Agency and Address: Department of Environmental Conservation,			
VSW-NIK-011	Village Safe Water Program			
	555 Cordova Street			
Location: Nikolaevsk, Alaska	Anchorage, AK 99501			
Water Treatment Plant				
Procurement Officer: Evan Patterson	Date of Issuance: August 3, 2021			
DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS: The State on behalf of Nikolvaesk is seeking two lead men to insulate water storage tanks in Nikolaevsk, Alaska. This service includes providing two experienced tank insulation foremen or lead men, to provide training and lead a crew of local laborers (2 men per lead man) in the course of applying Thermacor style insulation to two each 320,000 gallon bolted steel water tanks. The project seeks to insulate the tanks simultaneously and complete the work in 3 to 5 weeks. The tank walls include Thermacor insulation (5-inches thick), and the roof includes 3 inches of insulation with a standing seam style metal roof. The State will provide insulation material, equipment, and tools such as the scissor lift(s) and limited scaffolding to work in tandem with the insulation team. The State shall pay for housing, provide per diem, and pay for travel costs in accordance with State travel policies AAM 60 Travel. The insulation material will be on site by the end of August 2021. The State seeks to begin work promptly after Labor day, September 6, 2021. Work shall be completed by: • Substantial Completion: October 15, 2021 • Final Completion: November 15, 2021 Attachments: Vertarib Thermacon Tank Insulation specifications (5 pages) and Construction Set (1 page).				
1. Quotes in excess of \$200,000 will be deemed non-responsive. 2. Any projection	,000 \(\Sigma \) \$50,001 - \$100,000 \(\sigma \) \$100,001 - \$200,000 ^{1,2} ect in excess of \$100,000 must be bonded. ired on this project.			
The following insurance coverages are required:				
Bonding Requirement:	Tracomount			
Bid Bond (25D-14), Payment Bond (SPC-005) Performance Bond (SP	PC-006) & are \square are not \square required on this project.			
Quotes for furnishing all labor, equipment and materials and performing all work for the above Project are invited. To be eligible for consideration, quotes must be received before [10:00 AM_] local time on the [9th_] day of [August_], 2021. Late quotes cannot be accepted. Disadvantaged Business Enterprises (DBE's) may submit quotes and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an Award which results from this invitation. Any errors, omissions, or questions pertaining to solicitation procedures or Project requirements, requests for additional documents, or inquiries pertaining to site conditions or scheduled visits must be made to:				
Evan Patterson , Tel	ephone: (907) 269-7674;			
Applicable provisions of AS 36.30 and 2 AAC 12 govern this solicitation. SUBMITTAL OF QUOTES: Quotes for this Project must be submitted in the manner noted below. All Offerors must familiarize themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitting their quote. - VERBAL QUOTES SHALL BE GIVEN TO Not Accepted.				
AT THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO TH	E STATED DEADLINE. (See above Bonding Requirements.)			
- WRITTEN QUOTES, INCLUDING AMENDMENTS OR WITHDRAWALS, MUST BE RECEIVED PRIOR TO THE ABOVE NOTED DEADLINE. QUOTES MUST BE SUBMITTED ON FORM SPC-002, QUOTE SUBMITTAL, ATTACHED. (See above Bonding Requirements.)				
Written quotes may be submitted by electronically, hand delivered, or mailed quotes. Mailed quotes must allow time for delivery and the envelope must be				
Quote for Project:	Procurement Agency Address:			
Name: Water Tank Insulation Installation	555 Cordova Street			
Number: 22-VSW-NIK-011	Suite 400			
Attn: Evan Patterson	Anchorage, AK 99051			
Quote amendments or withdrawals must be made in writing to the individua	al of the Procurement Agency receiving the quotes, and must be			

INVITATION FOR QUOTES FOR A SMALL PROCUREMENT (CONSTRUCTION RELATED)

INSTRUCTIONS TO OFFEROIRS

The State of Alaska desires that all Offerors submitting quotes on construction contracts are given a fair and equal opportunity to compete. Offerors are required to follow these instructions:

REVIEW THE PROJECT DOCUMENTS: Most construction Projects in excess of \$1,000 will have some type of written documentation prepared expressly for the Work. If you are asked to submit a quote and no written information has been provided, you should ask the procurement Agency for written documentation. If the scope of services have been described to you verbally, and you are selected for Contract Award, you must ensure that the information of the services to be performed (scope of work) is put in writing prior to accepting the Contract. When providing a Quote, carefully review and consider all materials related to the solicitation and work of the contract. By submitting a quote the Offeror warrants that they are familiar with the Project requirements, have visited or otherwise examined the site, and are aware of the conditions to be encountered. Offeror's can verify the contents and completeness of their quote documents by contacting the procurement Agency individual named on the front of this form.

SUBMITTING THE QUOTE: The Quote must be submitted in one of the following formats as called for in the Invitation:

- 1. **ORALLY** if a verbal quote is solicited, the Offeror must provide, in addition to their quote amount and mailing address -- (1) their valid Alaska Business License number, (2) if applicable, a valid Contractor's Registration number, (3) their status as an Alaskan Bidder (Offeror), (4) their intended use of Alaskan products, (5) the carrier's name and policy number for their Workers' Comp Insurance (or a statement of sole proprietorship, if applicable), and (6) the Employer (Tax) Identification Number or Social Security Number. The Procurement Agency will enter this information on the quote schedule.
- 2. **WRITTEN** if a written quote is solicited, the Offeror must complete, in ink or typewritten, the *Small Procurement Quote Submittal*, Form SPC-002. Failure to acknowledge receipt of addenda or to execute the form correctly and completely may disqualify the quote.

NOTE: The Department of Labor requires an Offeror to be licensed and registered for the required type of work prior to submitting a quote. If the procurement Agency determines the Offeror is improperly registered or licensed, their quote may be deemed nonresponsive.

<u>SUBCONTRACTOR LISTING:</u> Subcontractors intended to be utilized on this contract must be listed in the response to the solicitation. Work shall not be awarded to any subcontractor without prior approval from the procurement Agency. Subcontractors may be added or removed only as approved by the procurement Agency.

DETERMINATION OF THE LOWEST RESPONSIBLE QUOTE AND CONTRACT AWARD: Following receipt and determination of all **responsive** oral, written or sealed quotes, the procurement Agency will compare the quotes and determine the lowest Offeror. If the procurement Agency discovers a discrepancy between the unit price amount and the extended amount; the unit price amount will prevail. Conditioned quotes, unless expressly requested, will not be considered. When the quote schedule is composed of a basic amount with alternates, the procurement Agency will base its determination of the low quote and the amount of the Contract Award solely upon those quotes, basic and alternates, that are priced within the extent of available construction funds. Alternates will be considered for Award in the order listed, except that if the order of Offerors is not affected, the Award may include any combination of funded alternates, or none, as may be in the best interest of the procurement Agency.

When determining the lowest quote, the procurement Agency will also give a 5% Minority Business Entity (MBE) and/or Women Business Entity (WBE) preference to quotes designating the applicability of a preference. To qualify for the MBE / WBE preference the Offeror **must** complete and submit the attached MBE / WBE Preference Certification with their quote. In addition, if the Offeror is a partnership or joint venture, all parties must meet the criteria to be eligible for the preference.

The procurement Agency will make a determination of **responsibility** as required by 2 AAC 12.500. If the lowest Offeror is declared responsible, the procurement Agency will execute the *Notice of Award / Notice to Proceed,* Form SPC-003, and send it to the Offeror for acknowledgement. If the lowest Offeror is found to be nonresponsible, this process will be repeated with the second lowest Offeror -- and so on until the lowest responsive and responsible Offeror is determined.

NOTICE OF AWARD AND PROTEST: A written notice will be provided on all Awards exceeding \$25,000 (2 AAC 12.400(h)). All protests must be filed with the Commissioner of the procurement Agency (or designee) and copied to the Procurement Officer. Protest procedures are described in AS 36.30.560 and 2 AAC 12.695. The extent of the protest remedy is limited to quote preparation costs (AS 36.30.585).

Form SPC-001 Page 2 of 3 Revised 2-2017

INDEMNITY AND INSURANCE - The following insurance is required for all construction contracts:

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a notice of cancellation, nonrenewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

- **2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- **2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- **2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

SMALL PROCUREMENT QUOTE SUBMITTAL (CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

Project Na	me & No.: Water Tank Insu	lation Installat	ion / 22-	r	nent Agency and	
VSW-NIK-011			Department of Environmental			
		Conservation, Village Safe Water Program				
Location: Nikolaevsk, Alaska			dova Street			
	Water Treatment Plant			4th Floo		
	77 4002 2 2 0 0 0 1 1 0 1 0 1 0 1 0 1 0 1 0				ge, AK 99501	
				<u> </u>	.50,1111,7201	
Procureme	nt Officer: Evan Patterson			,	Date of Issuan	ce: 8/3/2021
					Bid is Due:	8/9/2021 @
				1]	0/9/2021
					10:00 AM	
OLIOPE	0.00			1		
QUOTE:	Offerors must read all attach	nments to this s	chedule.			
Item	Description	Hours X		Rate (Hourl		d Cost
A	Skilled Lead Man #1	176	\$		\$	
B C	Skilled Lead Man #1 OT		\$		\$	
D	Skilled Lead Man #2 Skilled Lead Man #2 OT	176 40	\$ \$			1
E	Subtotal	40	Φ			
F	MBE / WBE Preference, if applicable (E x 5% = F)			1		
G	Total Cost for evaluation				\$ \$	
per diem identified executed hours ass	tates must include all direct and will be reimbursed in accorded above are the State's best. Contractor shall bill actual has been sumes 5 (five) ten hour days for the course will be made process.	lance with State estimate and shours worked pro or 4 weeks. Hour	travel po all not be vided they s include	licies AAM e exceeded are less th 2 (two) eac	I 60 Travel. The unless a written an the estimates a	amount of hours change order is above. The above
conditions re	wed the bid documents, with acceptive for Project numbernt(s). The Work shall be according	. I agree to furn	ish all nec	essary labo	r, materials, and	of services and equipment for the curement Officer.
Contractor	[Con	tractor Reg. No.	
Authorized	Signature			Title	e [၌
Address						
Business L	icense #	EIN or SS	SN [Phone #	
Offeror is (Claiming:	BE Preference				
D	rocurement Officer					•••••
Г Г	rocurement Officer: Date of Receipt of Bid:					
۱ ۲	ale of Receipt of Bid.					

NOTICE OF AWARD (NOA) SMALL PROCUREMENT CONTRACT (CONSTRUCTION RELATED)

[per AS 36.30.320]

Procurement Agency and Address:

Project Name & No.: <u>water Tank Insulation Instanation / 22-</u>		Department of Environmental Conservation,					
VSW-NIK	-011		1	Village Safe Water Program			
Location:	Nikolaev	sk, Alaska		555 Cordova Str			
				Anchorage, AK	99501		
	water 116	eatment Plant					
Procureme	nt Officer's	Signature:		Date of Issuance:			
		**	*****	*			
TO:			FOR:		The Contractor Must	Submit:	
			,	d to Basic Bid of:	Insurance*	\boxtimes	
			including th	ne basic quote	Bonding*		
				e quote item(s):	Certified Wages*	\boxtimes	
					Dept. of Labor (Notice of Work)*	X	
				Subcontractor List*	X		
					* Comments as applic	able:	
performan	submitted of	work described in the at on the <i>Small Procurement</i>		tion for Quotes	(Form SPC-001),		
The Procu	rement O	t sign, date, and return the fficer will then sign and a Work of this contract many	return a copy	to the Contracto	or, and the Award	will be	
Contracto	r's Signatu	re of Contract Award Acc	eptance:		Date :		
NO	TICE TO	O UNSELECTED OF	FFERORS	ON PROJEC	TS OVER \$50,	000	
		he protest rights afforded or					

solicitation on which this award is made.

NOTICE OF AWARD (NOA) SMALL PROCUREMENT CONTRACT (CONSTRUCTION RELATED)

GENERAL CONDITIONS

[Construction Procurement under AS 36.30.320]

These terms, conditions and requirements apply to the Contract Documents describing the Work for the Project. If any provision of these Contract Documents is declared by a court to be illegal or in conflict with any law, the validity of the remaining provisions and the ensuing rights and obligations of the Parties to the contract shall not be affected.

Whenever used in these Contract Documents, the following terms shall have the indicated meaning. Any term not so defined shall have its ordinary meaning.

- Approved or Approval means written approval by the Procurement Officer or authorized representative.
- Award means the written acceptance of the lowest responsive and responsible quote by the Procurement Agency.
- Contract Documents includes the *Invitation for Quotes for a Small Procurement*, Form SPC-001 (with Instructions if issued), the *Notice of Award / Notice to Proceed*, Form SPC-003, any addenda, written changes, or attachments as noted in the description of the Work.
- Procurement Officer the person authorized to enter into and administer the contract on behalf of the Procurement Agency.
- Parties to the Contract includes the Procurement Agency, the owner Agency representing the State of Alaska, and the Contractor, being the entity contracting with the owner Agency for performance of the Work.
- **Project** the total construction, of which the Work performed under the Contract is the whole or part.
- Project Manager the Procurement Officer's authorized representative, responsible for Contract administration.
- Work is the act of, and the result from, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents.
- 1. The Procurement Officer (or authorized representative) has the authority to make findings, determinations and decisions with respect to the contract; to Approve materials, Work and payment therefore; and to modify or terminate the contract on behalf of the Procurement Agency.
- 2. The Contractor shall have sole responsibility for the means, methods, sequences, or procedures of construction and safety precautions related to the Project. The Contractor shall conduct all Work in such a manner that protects the public and State resources.
- 3. The Contractor must comply with all applicable laws, regulations, codes, ordinances and written directives issued by the Procurement Officer. In addition, the Contractor must obtain applicable licenses and permits; provide supervision, labor, tools, and new materials (except as may otherwise be provided by the Procurement Agency); and utilize Alaska Products and Wood Products when applicable (see AS 36.05.010 & AS 36.30.322).
- 4. The Contractor shall not award Work to any subcontractor without prior Approval from the Procurement Officer.
- 5. The Procurement Agency reserves the right to make written changes to the Contract Documents for modifications within the general scope of the Work.
- 6. Any act or occurrence, be it a result of an emergency, differing site condition or change order, which may form the basis of a claim for a price or time adjustment must be reported immediately to the Procurement Officer.
- 7. The Department of Labor and Workforce Development, Wage and Hour Administration, must be notified in accordance with AS 36.05.010 and AS 36.05.030 if the resulting contract for repairs or construction exceeds \$25,000. The Contractor must comply with the requirements noted within the Department of Labor packet entitled, "Laborers' & Mechanics' Minimum Rates of Pay." To obtain a copy of the referenced packet, contact the Procurement Agency or the Department of Labor.
- 8. The primary contractor working on public construction projects with an amount of \$25,000 or more must file a Notice of Work and pay a one percent fee based on the estimated value of work performed by the prime contractor and one percent of the value of each subcontractor's price, to the Department of Labor and Workforce Development, Wage and Hour Administration (DOLWD) The maximum fee is \$5,000.00. The notice and fees must be filed with the DOLWD before work commences on the project.

Upon completing the construction project, the primary contractor must file a Notice of Completion (NOC) and make payment of any additional fees due to increases in the contract amounts due the primary contractor. The Notice of Work and Notice of Completion forms are available at:

http://www.labor.state.ak.us/lss/lssforms.htm

- 9. The Contractor shall indemnify, save harmless, and defend the Procurement Agency, its agents and its employees in accordance with Appendix B1 below. Furthermore, the Contractor shall, prior to the Award of the contract, provide proof of Workmen's Compensation, General Liability, and Automobile Insurance in amounts as applicable under Appendix B1. These coverages shall remain in force for the duration of the Contract.
- 10. The Contractor shall remedy all defects in materials or workmanship that develop within a period of one year from the date of final payment.
- 11. The Procurement Agency will make final payment to the Contractor following approval of completion of all Work and the Contractor's submittal of all releases, warranties, record documents, permits and invoices. Liens or other claims relating to the Project may be withheld from final payment if written notice is first given to the Contractor. Acceptance of the final payment will constitute the Contractor's waiver to future claims.
- Any dispute arising out of this Contract, which cannot be satisfactorily remedied by the Parties to the Contract, shall be resolved under AS 36.30.620 - 699.

Form SPC-003 Page 2 of 3 Revised 2/17

APPENDIX

INDEMNITY AND INSURANCE

Article 1. Indemnification

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Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a notice of cancellation, nonrenewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

- **2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- **2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- **2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

SMALL PROCUREMENT (CONSTRUCTION RELATED) OFFEROR'S QUESTIONNAIRE

		Name: Nikolaevsk Water Tank Insulation Project
Pro	ject	Location: Nikoleavsk, Alaska
Α.	FI	NANCIAL
	1.	Have you ever failed to complete a contract due to insufficient resources? Yes No No If yes, explain:
	2.	Describe any arrangements you would make to finance this work: NA
R	ΕO	HIPMENT

1. Describe the equipment you have available and would use for this project.

ITEM	QUAN.	MAKE	MODEL	SIZE/ CAPACITY	PRESENT MARKET VALUE

	What percent of the total value of this contract would you subcontract? NA
3.	Would you purchase any equipment for use on this project: Yes No No State of type, quantity, and approximate cost: NA
4.	Would you rent any equipment for this work? Yes No
	If yes, describe type, quantity, and approximate cost: NA
5.	Is your proposal based on firm offers for all materials for this project? Yes No If no, please explain: NA
EX	PERIENCE
1.	Have you had previous construction contracts or subcontracts with the State of Alaska? Yes \bigcup No \bigcup
	Describe the most recent or current contract, its completion date, and scope of work:
2.	
2.	the dates of completion, scope of work, and total contract amount for each project completed
2.	the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.
2.	I hereby certify that the above statements are true and complete.

SUBCONTRACTOR LIST

	Project Na	me and Number	
The apparent low bidder shall complete this business on the fifth working day after rece	s form and submit	it so as to be received	I by the Contracting Officer prior to the close of nt.
An apparent low bidder who fails to sub nonresponsible and may be required to forfe	-		orm within the time allowed will be declared
Scope of work must be clearly defined. I percent of work to be done by each.	f an item of work	is to be performed	by more than one firm, indicate the portion or
	contracts	above-referenced	project will be accomplished without
[□] List	<u>Or</u> all first tier Sub	ocontractors as fol	lows:
FIRM NAME, ADDRESS, PHONE NO.	CONTR	S LICENSE NO., ACTOR'S ACTION NO.	SCOPE OF WORK TO BE PERFORMED
For projects with federal-aid fundi valid for all subcontractors prior to	ng, I hereby certify award of the subc	contract. For projects	on REVERSE censes and Contractor Registrations will be without federal-aid funding (State funding Registrations were valid at the time bids were
Signature of Authorized Company Representa	ative	Title	
Company Name		Company Addres	ss (Street or PO Box, City, State, Zip)
Date		Phone Number	

Form 25D-5 (5/17) 00430 Page 1 of 2

FIRM NAME, ADDRESS, PHONE NO.	AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.	SCOPE OF WORK TO BE PERFORMED

Federal Debarment Certification Form

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

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

Name and Title of Authorized Representation	ve	
Signature	Date	

Federal Debarment Certification Form Instructions

Instructions for Certification

- 1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this class 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 recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds 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 by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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 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 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. The contractor and any subcontractors must return this completed certification form to the contract administering office.

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 section 1352, title 31, United States Code. 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.

Organization:	
Street address:	
City, State, Zip:	
•	
CERTIFIED BY: (Type or Print)	
CERTH IED D1. (Type of Time)	
TITLE:	
(signature)	 (date)

FAR 52.203-11

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007) (a) Definitions. As used in this

provision—"Lobbying contact" has the meaning provided at 2

<u>U.S.C. 1602(8)</u>. The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

- (b) *Prohibition*. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) *Disclosure*. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) *Penalty*. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by <u>31 U.S.C. 1352</u>. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

CONSENT TO USE OF ELECTRONIC SIGNATURES

BY CHECKING HERE, I AGREE TO THE USE OF ELECTRONIC SIGNATURES AS VALID, LEGALLY BINDING SUBSTITUTES FOR ORIGINAL, HANDWRITTEN SIGNATURES ON THIS DOCUMENT.

Company	
Name (signature)	
Traine (digitatale)	
Name (minted)	
Name (printed)	
Title	Date of execution

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

2. Status of Federal Action:

1. Type of Federal Action:	2. Status of Federa	al Action:	3. Report Type:	
a. contract	a. bid/c	offer/application	a. initial filing	
└── b. grant	└──b. initia	l award	b. material change	
c. cooperative agreement	c. post-	award	For Material Change Only:	
d. loan			year quarter	
e. loan guarantee			date of last report	
f. loan insurance				
4. Name and Address of Reporting Entity:			ntity in No. 4 is a Subawardee, Enter Name	
☐ Prime ☐ Subawardee		and Address of Prime:		
Tier,	if known:			
Congressional District, if known):		District, if known:	
6. Federal Department/Agency:		7. Federal Progra	am Name/Description:	
		CFDA Number,	if applicable:	
8. Federal Action Number, if known	n:	9. Award Amoun	it, if known:	
		\$		
10. a. Name and Address of Lobby	ving Registrant	b. Individuals Pe	erforming Services (including address if	
(if individual, last name, first n		different from I	• •	
,	,	(last name, firs	st name, MI):	
		,	• ,	
11. Information requested through this form is authorize 1352. This disclosure of lobbying activities is a ma	ed by title 31 U.S.C. section	Signature:		
upon which reliance was placed by the tier above whe or entered into. This disclosure is required pursua	en this transaction was made			
information will be available for public inspection. A required disclosure shall be subject to a civil penalty	ny person who fails to file the			
not more than \$100,000 for each such failure.			Date:	
Fordered Hos Only			Authorized for Local Reproduction	
Federal Use Only:			Standard Form III (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



THERMACON TANK INSULATION

by Vertarib Inc. 471 N. Broadway, Suite 196 Jericho, NY 11753

Project: NIKOLAEVSK, AK

Submittal Description: Tank Insulation System

Submittal Index

Project Drawing

Insulation System - NIKO-1-1 (tank1) 1 Page

-NIKO 1-2 (tank 2) 1 Page

Roof Details NIKO 2 1 Page Roof Attachment NIKO 3 1 Page

Product Spec Sheets

<u>Insulation</u>

Outer Panel

Insulation 2 Pages **MSDS Sheet** 9 Pages

Inner Foam- Shell/Roof

Product Sheet -25 1 Page

Butyl Sealant Tape

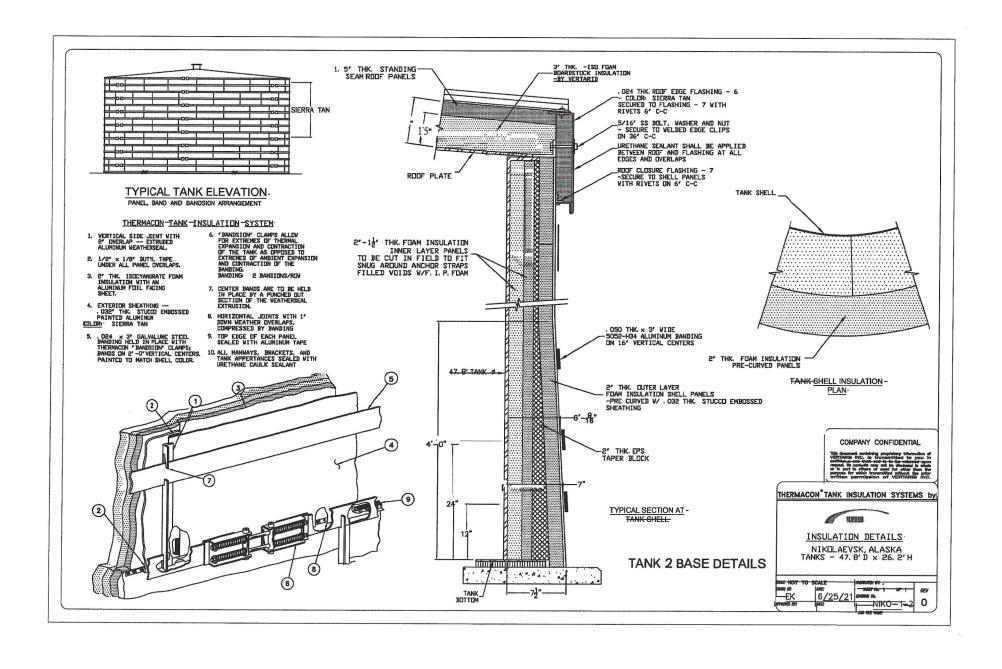
Spec sheet 2 Pages **MSDS** 4 Pages

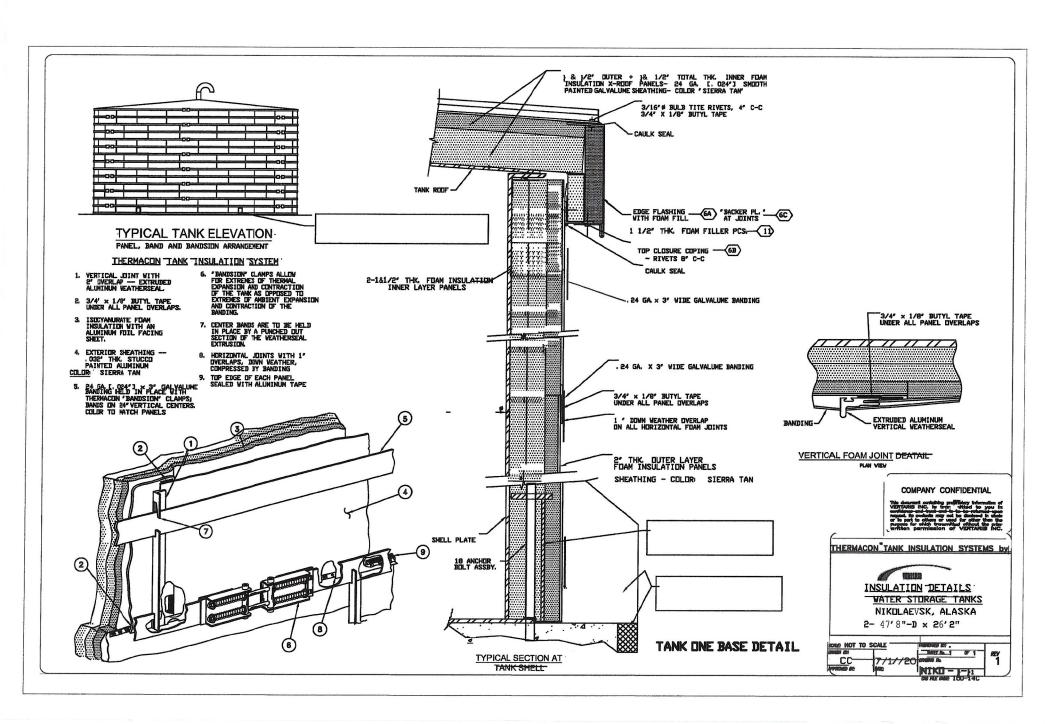
Caulking

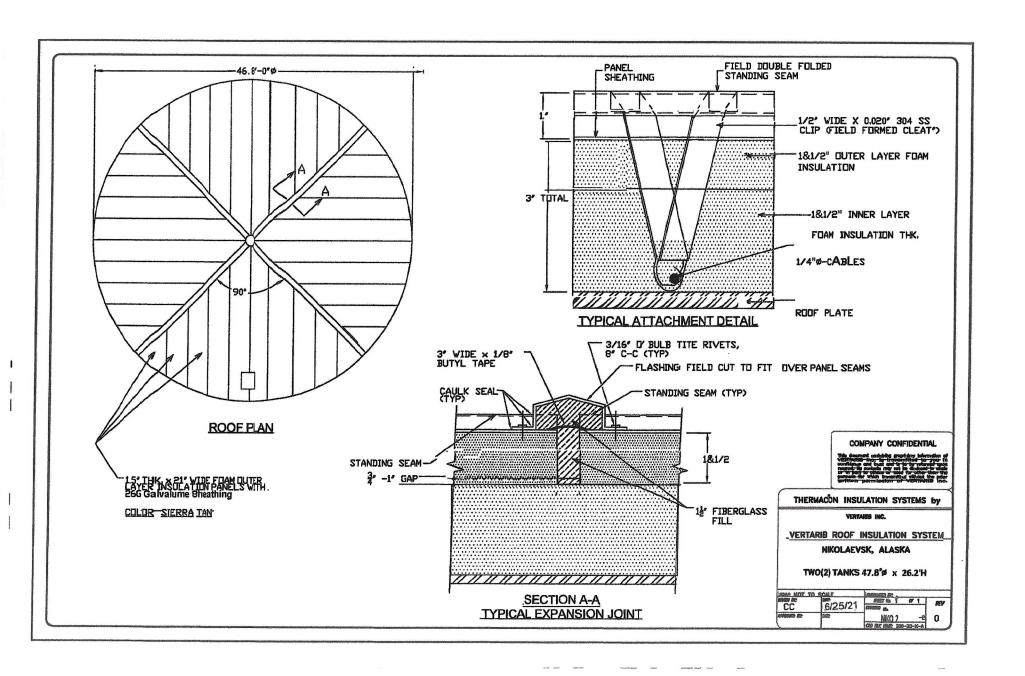
Spec Sheet 5 Pages

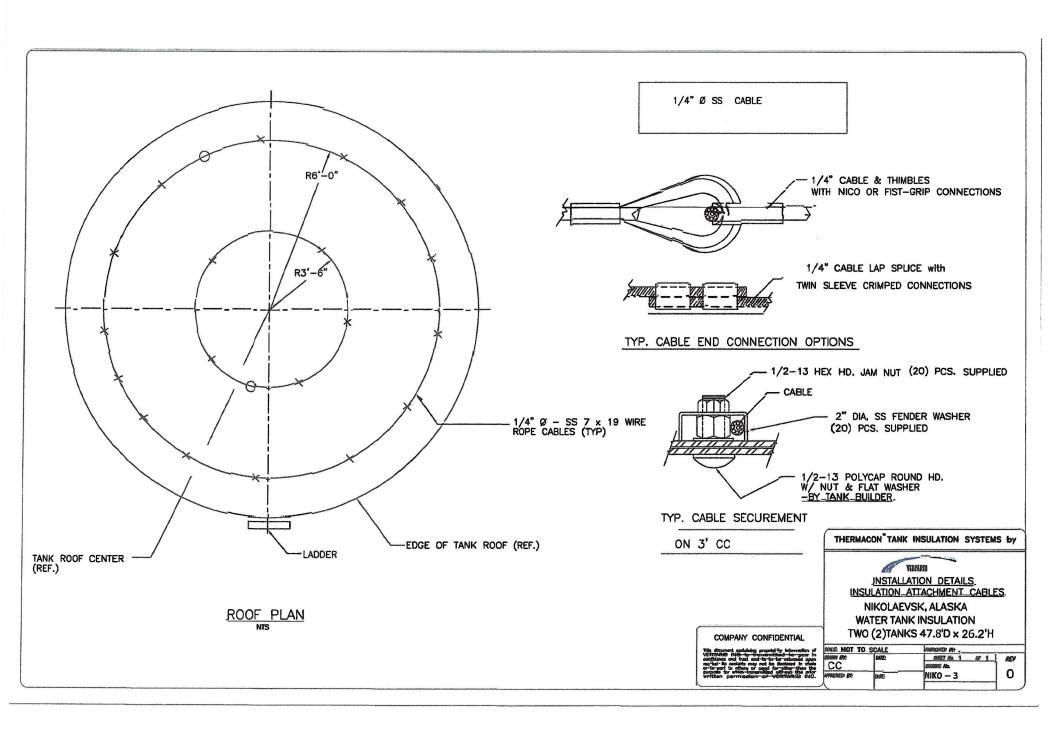
Metal Jacketing

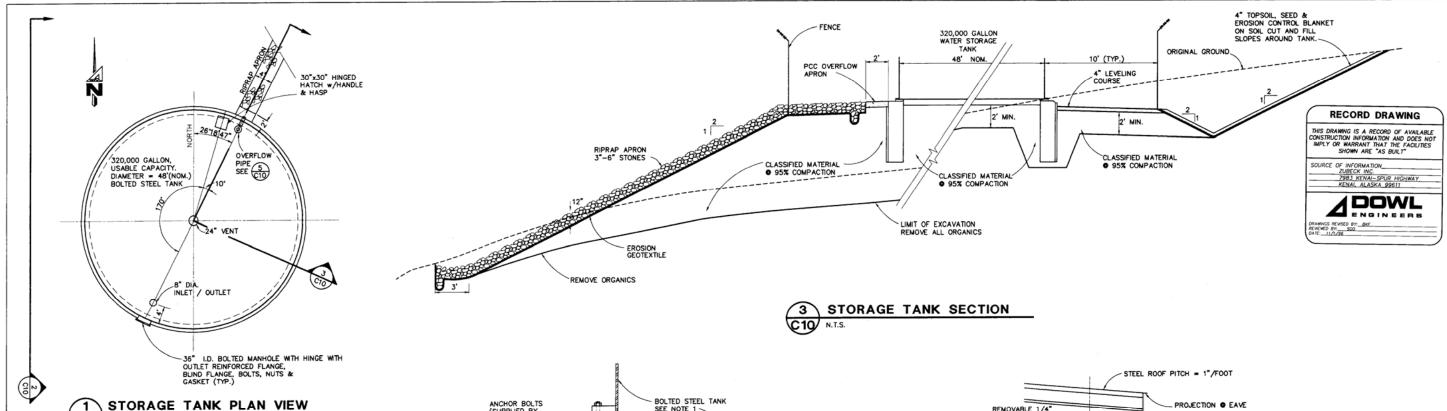
Shell Sheathing 4 Pages

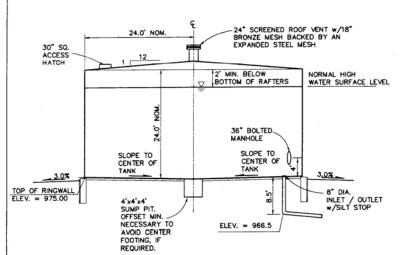










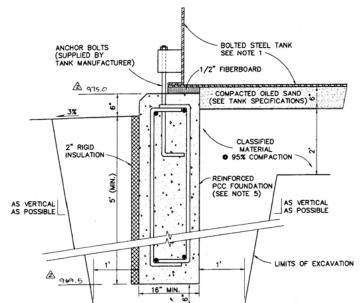


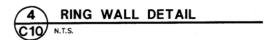
C10 N.T.S.

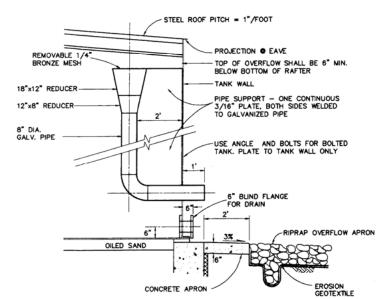


NOTES

- TANK AND ASSOCIATED HARDWARE TO BE OWNER PROVIDED EQUIPMENT, F.O.B. PORT OF ANCHORAGE, ON OR ABOUT JULY 21, 1995. TANK MANUFACTURER SHALL BE RESPONSIBLE FOR PACKAGING AND DELIVERY BY THE DATE AND TO THE LOCATION INDICATED.
- TANK DIMENSIONS MAY VARY SLIGHTLY TO MEET MANUFACTURER'S STANDARD SIZES. NO REDUCTION IN USABLE CAPACITY WILL BE ALLOWED.
- 3. PIPE TO TANK CONNECTION SHALL BE DESIGNED BY THE TANK SUPPLIER.
- 4. SEE SPECIFICATION SECTION 15455 FOR TANK DESIGN CRITERIA.
- TANK FOUNDATION RING WALL AND CENTER POST PAD (IF REQUIRED) IS TO BE DESIGNED BY THE TANK MANUFACTURER. RING WALL AND OTHER FOUNDATION MATERIALS (E.G. PCC, REBAR, INSULATION, SAND) TO BE PROVIDED BY THE CONTRACTOR.







5 OVERFLOW PIPE SECTION
C10 N.T.S.

WATER STORAGE TANK DETAILS

WATER STORAGE TANK DETAILS

WATER SYSTEM

PROJECT

LNBINITAL 4040 B STREET HORAGE, AK 99503

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| Date | MAY 1995 | Section of the parameter | S

No. C10 10 of 35

DOWL FILE No. 226-27K