

ALASKA ENERGY AUTHORITY – INVITATION TO BID (ITB) # 25043

Issue Date: March 25, 2025

Due Date: May 6, 2025

**KIPNUK DISTRIBUTION SYSTEM UPGRADE
TRANSFORMER AND H-PILE PURCHASE**

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

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

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

- (1) the bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State’s business license office for the license fee;
 - a copy of the bidder’s valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal Government;
 - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
 - the bid will remain open and valid for at least 30 days;
 - all terms and conditions set out in this Request for quote (ITB).
- (3) the bidder does not have a conflict of interest as described in Section 1.08.

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the Authority will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder’s current Alaska business license in order to receive the Alaska Bidder Preference. If a bidder fails to comply with (2) or (3) of this paragraph, the Authority may reject the bid, terminate the contract, or consider the contractor in default.

| | | |
|--|---------------------------------|---|
| Selwin C. Ray Contract Officer | _____ COMPANY SUBMITTING BID | *DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER’S PREFERENCE? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 813 West Northern Lights Blvd Anchorage, AK 99503 | _____ AUTHORIZED SIGNATURE | *DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Phone: (907) 771-3035 FAX: (907) 771-3044 | _____ PRINTED NAME | *SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY |
| Email: AEAProcurement@akenergyauthority.org | _____ DATE | _____ TELEPHONE NUMBER |
| _____ ALASKA BUSINESS LICENSE NUMBER | _____ FEDERAL TAX ID NUMBER | _____ E-MAIL ADDRESS |

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

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

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

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

SEC. 1.03 PRIOR EXPERIENCE

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

SEC. 1.04 REQUEST FOR QUOTE (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the contracting officer at least ten days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

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

Contract Officer Selwin C. Ray Phone 907-771-3035 Fax 907-771-3044

SEC. 1.06 SITE INSPECTION

Not Applicable

SEC. 1.07 SUBMITTING BIDS

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

EMAIL: AEAProcurement@akenergyauthority.org

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

Alaska Energy Authority
Attention: **Selwin C. Ray**
Request for quote (ITB) Number: **25043**
ITB Title: **TRANSFORMER AND H-PILE PURCHASE**
813 W NORTHERN LIGHTS BLVD
ANCHORAGE, AK 99503

It is the bidder's responsibility to contact the issuing agency at **907-771-3035** to confirm that the bid has been received. The Authority is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 BID FORMS

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

BIDDER'S CERTIFICATION

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

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

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

CONFLICT OF INTEREST

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

SEC. 1.09 PRICES

The bidder shall state prices in the units of issue on this ITB. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the state, the bidder may list such taxes separately, directly below the bid price for the affected item.

SEC. 1.10 PRE-BID CONFERENCE

Not Applicable

SEC. 1.11 ASSISTANCE TO BIDDERS WITH A DISABILITY

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

SEC. 1.12 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 3 AAC 109.170. No amendments or withdrawals will be

accepted after the deadline unless the delay is due to an error of the procurement agency, in accordance with 3 AAC 109.360.

SEC. 1.13 AMENDMENTS TO THE ITB

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

SEC. 1.14 ITB SCHEDULE

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

| ACTIVITY | TIME | DATE |
|---|---------|-----------|
| Issue Date / ITB Released | | 3/25/2025 |
| Deadline for Protest | 2:00 PM | 4/26/2025 |
| Deadline for Comments/Questions | 2:00 PM | 5/1/2025 |
| Deadline for Receipt of Bids / Bid Due Date | 2:00 PM | 5/6/2025 |

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

SEC. 1.15 ALTERNATE BIDS

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

SEC. 1.16 SUPPORTING INFORMATION

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the contracting officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Authority reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the Authority and may include the requirement that a bidder will provide a sample product(s) so that the Authority can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the Authority, will cause the Authority to consider the offer non-responsive and reject the bid.

SEC. 1.17 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

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

SEC. 2.02 CONTRACT ADMINISTRATION

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

SEC. 2.03 CONTRACT FUNDING

Refer to Appendix A, A.13. AEA estimates a budget of between **\$650,000.00** and **\$750,000.00** dollars for this contract.

SEC. 2.04 CONTRACT EXTENSION

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

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Authority will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per 3 AAC 109.540.

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

SEC. 2.06 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

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

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

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

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

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

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

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

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

SEC. 2.11 F.O.B. POINT

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

SEC. 2.12 SHIPPING DAMAGE

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

SEC. 2.13 DELIVERY TIME

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

SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for proving all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the Authority. The Authority may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Authority may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

SEC. 2.15 CONTINUING OBLIGATION OF CONTRACTOR

Refer to Appendix A, A.17.

SEC. 2.16 ESTIMATED QUANTITIES

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

SEC. 2.17 CONTRACT PRICE ADJUSTMENTS

Not Applicable.

SEC. 2.18 INFORMAL DEBRIEFING

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

SEC. 2.19 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

SEC. 2.20 INSURANCE

Without limiting the contractor's indemnification, it is agreed that the 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 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 contract approval 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 contractor'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 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.
- 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 occurrence.
- 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 occurrence.

SEC. 2.21 MANDATORY REPORTING

Not Applicable.

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

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

SEC. 3.02 PAYMENT FOR AUTHORITY PURCHASES

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to the Authority will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

Because the federal funding source prohibits the use of local preferences in the selection of contractors no Alaskan Bidder, Alaskan Products, or Alaskan Employment Program preferences will be used in determining the lowest responsive and responsible bidder.

SEC. 4.03 ALASKA BIDDER PREFERENCE

Not Applicable.

SEC. 4.04 ALASKA VETERAN PREFERENCE

Not Applicable.

SEC. 4.05 USE OF LOCAL FOREST PRODUCTS

Not Applicable.

SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

Not Applicable.

SEC. 4.07 ALASKA PRODUCT PREFERENCE

Not Applicable.

SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE

Not Applicable.

SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE

Not Applicable.

SEC. 4.10 PREFERENCE QUALIFICATION LETTER

Not Applicable.

SEC. 4.11 EXTENSION OF PRICES

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

SEC. 4.12 METHOD OF AWARD

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

SEC. 4.13 NOTICE OF INTENT TO AWARD

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the Authority's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be emailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 5.02 AUTHORITY

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

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

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

SEC. 5.05 SPECIFICATIONS

Unless otherwise specified in this ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

SEC. 5.06 CONTRACTOR SITE INSPECTION

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

SEC. 5.07 ORDER DOCUMENTS

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The Authority is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the Authority under this ITB. Unless otherwise specified in this ITB, the Authority Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

SEC. 5.08 HUMAN TRAFFICKING

By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

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

SEC. 5.09 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the contracting officer.

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

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

SEC. 5.10 AUTHORITY NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.11 DISCLOSURE OF BID CONTENTS

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

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

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

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

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

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

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

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

SEC. 5.17 CONTRACT CANCELLATION

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

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

SEC. 5.19 SOLICITATION ADVERTISING

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

SEC. 5.20 QUALIFIED BIDDERS

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

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

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

SEC. 5.21 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the contracting officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the contracting officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

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

SEC. 5.22 PROTEST

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

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

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

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

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

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

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

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

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

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

SECTION 6. APPENDICES

- (a) Appendix A – General Conditions
- (b) Appendix B – Federal Assurances
- (c) Appendix B2 - Buy America Preferences
- (d) Appendix C – Scope of Work
- (e) Appendix D - Bid Schedule
- (f) Appendix E – Specifications

APPENDIX B – FEDERAL ASSURANCES

Because this contract is funded with federal funds, 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. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all applicable Required Contract Provisions.

B.1 BREACHES AND DISPUTE RESOLUTION.

Contracts in excess of \$250,000. Any dispute arising under this Contract which is not disposed of by mutual agreement shall be resolved in accordance with 3 AAC 108.915.

B.2 TERMINATION.

Contracts in excess of \$10,000. This Contract may be terminated by either party upon 10 days written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination ("Default Termination"). If the Authority terminates this agreement, the Authority will pay the Contractor a sum equal to the percentage of Work completed that can be substantiated either by the Contractor to the satisfaction of the Authority, or by the Authority. If the Authority becomes aware of any non-conformance with the Work or this agreement by the Contractor, the Authority will promptly notify the Contractor in writing of the non-conformance. Should the Contractor's Work remain in non-conformance after having received written notification, the percentage of total compensation attributable to the non-conforming Work may be withheld. The Authority may at any time suspend or terminate ("Convenience Termination") this Agreement for its needs or convenience with or without cause upon written notice. In the event of a Convenience Termination, the Contractor will be compensated for all authorized Work and authorized expenditures performed to the date of receipt of written notice of termination plus reasonable expenses. No fee or other compensation will be due for any incomplete portion of the Work.

B.3 EQUAL EMPLOYMENT OPPORTUNITY.

Except as otherwise provided under [41 CFR Part 60](#), **all construction contracts** must include, and all contractors and subcontractors must comply with, the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

B.4 DAVIS-BACON ACT, AS AMENDED ([40 U.S.C. 3141-3148](#)).

Construction contracts in excess of \$2,000 are required to comply with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. **A copy of the current prevailing wage determination issued by the Department of Labor is included in this solicitation.** Contract and subcontract awards must be conditioned upon the acceptance of the wage determination. All suspected or reported violations must be reported to the Federal awarding agency.

B.5 COPELAND “ANTI-KICKBACK” ACT ([40 U.S.C. 3145](#))

Construction contracts in excess of \$2,000 are required to comply with the **Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#))**, as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations must be reported to the Federal awarding agency.

B.6 CONTRACT WORK HOURS/SAFETY STANDARDS ACT ([40 U.S.C. 3701-3708](#)).

Construction contracts in excess of \$100,000 that involve the employment of mechanics or laborers are required to comply with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

B.7 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

If the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

B.8 CLEAN AIR ACT ([42 U.S.C. 7401-7671Q.](#)) AND THE FEDERAL WATER POLLUTION CONTROL ACT ([33 U.S.C. 1251-1387](#)), AS AMENDED

Contracts in excess of \$150,000 are required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

B.9 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 & 12689)

A contract award **greater than or equal to \$25,000** (see [2 CFR 180.220](#)) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” **Contractors that apply or bid for an award exceeding \$25,000 must sign and submit the attached “Debarment” certification with their bid.**

B.10 BYRD ANTI-LOBBYING AMENDMENT ([31 U.S.C. 1352](#))

Each contractor and subcontractor must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or

employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Disclosures shall be forwarded from tier to tier up to the Authority. **Contractors that apply or bid for an award exceeding \$100,000 must sign and submit the attached “Lobbying” certification with their bid.**

B.11 PROCUREMENT OF RECOVERED MATERIALS.

A state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, **where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000**; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

B.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Contractors and subcontractors are prohibited from entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). See [§ 200.216](#).

B.13 DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate and to the extent consistent with law, and to the greatest extent practicable, Contractor’s are required to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contracts and purchase orders for work or products under this award. See [§ 200.322](#).

The federal funding for this project is subject to the Build America, Buy America Act and therefore this purchase must comply with Buy America Preferences for Infrastructure Projects, [2 CFR 184](#). See Appendix C Buy America Preferences. Note that the quote must include the Build America, Buy America Certificate at the end of this section.

DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION – 2 CFR 200.214; Executive Orders 12549 and 12689 [Applicable to all federally assisted 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 Orders [12549](#) and 12689. 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 bid or 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 bid or proposal that it will require the language of this certification be included in all subcontracts and all lower tier participants shall certify compliance with this requirement.
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" 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 2 CFR §180 apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING - 31 USC §1352

[Applicable to all federally assisted 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 assisted 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: _____

BUILD AMERICA, BUY AMERICA ACT PREFERENCES FOR INFRASTRUCTURE PROJECTS – 2 CFR 184; Executive Order 14005 [Applicable to federally assisted infrastructure contracts which exceed \$250,000]

The Contractor acknowledges that it understands the goods and services under this Agreement are funded with federal monies subject to statutory requirements known as “Build America, Buy America” that requires all of the iron and steel, manufactured products, and construction materials used in the Project to be produced in the United States (“Build America, Buy America requirements”).

The Contractor hereby represents and warrants to the Authority and the Federal Awarding Agency:

(a) the contractor has reviewed and understands the Build America, Buy America requirements,

(b) all of the iron and steel, manufactured products, and construction materials used in the Project will be produced in the United States in a manner that complies with the Build America, Buy America requirements, unless a waiver of the requirements is approved, and

(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America requirements, as may be requested by the Authority or the Federal Awarding Agency.

Notwithstanding any other provision of this Agreement, any failure to comply with these requirements by the Contractor shall permit the Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Authority resulting from any such failure or any damages owed to the Federal Awarding Agency by the Authority. Neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without prior written consent of the Authority.

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 2 CFR §184 apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official: _____

Name and Title of Contractor’s Authorized Official: _____

Date: _____

End of Federal Assurances

**ALASKA ENERGY AUTHORITY
SECTION 00 90 10
BUILD AMERICA, BUY AMERICA ACT
PREFERENCES FOR INFRASTRUCTURE PROJECTS**

Build America, Buy America (BABA) requirements are promulgated under 2 CFR 184. The Build America, Buy America Act Preference requirements described herein are paraphrased from 2 CFR 184. Following is a link to 2 CFR 184:

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-184>

The Office of Management and Budget issued Memo M-24-02, which provides additional guidance on the application of Preference requirements:

<https://www.whitehouse.gov/M-24-02-Buy-America-Implementation-Guidance-Update>

184.1 Build America, Buy America Act Requirement

All iron, steel, manufactured products, and construction materials incorporated into the Project shall be produced in the United States, as set forth in part I of subtitle A, Buy America Sourcing Preferences, of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act (Pub. L. 117-58) at division G, title IX, subtitle A, part I, sections 70911 through 70917.

184.2 Not Used

184.3 Definitions

Component means an article, material, or supply, whether manufactured or unmanufactured, that is incorporated directly into a manufactured product or an iron or steel product.

Construction materials means articles, materials, or supplies that consist of only one of the below listed items. To the extent one of the below listed items contains other listed items in this paragraph, it is nonetheless a construction material.

- A. The listed items are:
1. Non-ferrous metals;
 2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
 3. Glass (including optic glass);
 4. Fiber optic cable (including drop cable);
 5. Optical fiber;
 6. Lumber;
 7. Engineered wood;
 8. and Drywall.

Iron or steel products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

Manufactured products means:

- A. Articles, materials, or supplies that have been:
 - 1. Processed into a specific form and shape; or
 - 2. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- B. If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under 184.4 and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 184.4 and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials

Section 70917 (c) materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Manufacturer means the entity that performs the final manufacturing process that produces a manufactured product.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product *and a good faith estimate of the cost of iron or steel components*

Produced in the United States means:

- A. In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- B. In the case of manufactured products:
 - 1. The product was manufactured in the United States; and
 - 2. The cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product. The costs of components of a manufactured product are determined in accordance with 184.5.
- C. In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. *See 184.6 for more information on the meaning of "all manufacturing processes" for specific construction materials.*

184.4 Applying the Build America, Buy America Act Preference.

Categorization of articles, materials, and supplies.

An article, material, or supply incorporated into an infrastructure project shall meet the Buy America Preference for the category in which it is classified. The classification of an article, material, or supply into one of the below categories *shall be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project.*

- A. An article, material, or supply shall be classified into one of the following categories:

1. Iron or steel products;
2. Manufactured products;
3. Construction materials; or
4. Section 70917(c) materials.

184.5 Determining the cost of components for manufactured products.

In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, the following applies:

- A. **For components purchased by the manufacturer**, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- B. **For components manufactured by the manufacturer**, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a) of this section, plus allocable overhead costs, *but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.*

184.6 Construction materials

- A. The Build America, Buy America Act Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard under this section should be applied to a single construction material.
 1. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
 2. Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
 3. Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
 4. Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
 5. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
 6. Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
 7. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels,

occurred in the United States.

8. Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

184.7 Build America, Buy America Act Preference waivers.

- A. A Federal agency may waive the application of the Build America, Buy America Act Preference in any case in which it finds that:
 1. Applying the Build America, Buy America Act Preference would be inconsistent with the public interest (a “public interest waiver”);
 2. Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
 3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall infrastructure project by more than 25 percent (an “unreasonable cost waiver”).
- B. *Requesting a waiver.* Recipients may request waivers from a Federal agency if the recipient reasonably believes a waiver is justified under paragraph (a) of this section. A request from a recipient to waive the application of the Build America, Buy America Act Preference must be provided to the Federal agency in writing. Federal agencies must provide waiver request submission instructions and guidance on the format, contents, and supporting materials required for waiver requests from recipients.
- C. Existing waiver(s) applicable to this Project.

The Federal Awarding Agency this project (Denali Commission) has issued the following General Applicability Waiver of Build America, Buy America Act Preferences:

[De Minimis Infrastructure Project Purchases, Small Grants, and Minor Components within Iron and Steel Products](#)

The *De Minimis Project Purchases* waiver is applicable to this Project, which states:

5% of the total costs for iron and steel, manufactured products and construction materials subject to the Build America, Buy America Act preference is exempt from the Buy America preference requirement.

SCOPE OF WORK

1. **Scope** – Furnish pole mount transformers and H-Piles indicated in Appendix D – Bid Schedule and in accordance with Appendix E – Specifications.
2. **Submittals** – Provide Submittals in accordance with Appendix E – Specifications. Submittals shall be provided to the Authority within 14 days of contract award.
3. **Testing** – Test all transformers and certified test reports in accordance with Appendix E – Specifications.
4. **Packaging** – Prepare, package, and label all transformers in accordance with Appendix E – Specifications.
5. **F.O.B. Point** – Deliver all transformers and H-Piles to a location adjacent to the barge landing in Kipnuk, Alaska.
6. **Delivery Date** – Delivery of all Transformers and H-Piles to the F.O.B. Point is desired within 60 calendar weeks after receipt of an order. On the Bid Schedule provide a firm delivery in calendar weeks for each type of commodity where indicated.

**Transformer and H-pile Purchase
Kipnuk Distribution System Upgrade**

**Alaska Energy Authority ITB# 25043
Appendix D - Bid Schedule**

| Item No. | Item Description | Bank Phase | Primary Voltage | Secondary Voltage | Quan | Unit Cost | Extended Cost |
|--|--|------------|-----------------------------------|--------------------------|------|-----------------|---------------|
| Pole Mount Transformers: 33 73 14 | | | | | | | |
| 1 | 10 kVA Transformer | Single | 7200 | 240/120 | 1 | | |
| 2 | 15 kVA Transformer | Single | 7200 | 240/120 | 4 | | |
| 3 | 25 kVA Transformer | Single | 7200 | 240/120 | 27 | | |
| 4 | 37.5 kVA Transformer | Single | 7200 | 240/120 | 8 | | |
| 5 | 50 kVA Transformer | Single | 7200 | 240/120 | 4 | | |
| 6 | 15 kVA Transformer for (2) 45 kVa rated step-down transformer Bank | Three | 12470/ 7200 Grounded Wye | 208/120 Ground Wye | 6 | | |
| 7 | 50 kVA Transformer | Three | 12470/ 7200 Grounded Wye | 208/120 Ground Wye | 3 | | |
| H-Piles: | | | | | | | |
| 8 | 10x57x46ft HP Steel Piling | Single | 7200 | 240/120 | 130 | | |
| | | | | | | TOTAL \$ | |
| Firm Delivery Date for Transformers: | | | | | | | |
| Firm Delivery Date for H-Piles: | | | | | | | |

NOTES:

- 1) See Appendix E for equipment specifications 33 73 14.
- 2) See Appendix C for scope of work including requirements for submittals, equipment packaging, etc.
- 3) See Appendix C for F.O.B. point and desired delivery.
- 4) Provide unit cost and extended cost for each item listed above. Provide a total cost for entire order.
- 5) Provide a firm delivery in calendar weeks for each type of commodity where indicated above. Note that a firm delivery significantly later than the desired delivery date may cause a bid to be declared non-responsive.
- 6) For a bid to be considered responsive it must include the following:
 - a) This Bid Schedule completed as indicated.
 - b) The completed ITB response (page 1 of the ITB).
 - c) The completed Debarment Certificate, Appendix B, Page B-4.
 - d) The completed Lobbying Certificate Certificate, Appendix B, Page B-5.

SECTION 33 73 14

OVERHEAD LIQUID-FILLED TRANSFORMERS

PART 1 - GENERAL

1.1 SUMMARY

- A. This specification covers the electrical and mechanical characteristics of Single-Phase Overhead-Type Distribution Transformers. The transformers shall be designed and constructed in accordance with these specifications. All characteristics, voltage designations and tests shall be in accordance with the latest editions of ANSI Standards C57.12.26 and C57.12.00, except as modified herein.
- B. Transformers shall be designed in accordance with RUS requirements and shall be of new construction.
- C. The transformers will be non-evaluated units but shall be provided with minimum efficiencies as specified herein.
- D. Transformers shall be suitable for step-down service or step-up service as indicated in the Bid Schedule.
- E. Quantities and ratings shall be as indicated in the Bid Schedule.

1.2 RELATED REQUIREMENTS – Not Used

1.3 STANDARDS

All characteristics, definitions, and terminology, except as specifically covered in this specification, shall be in accordance with the latest revision of the following ANSI and NEMA standards.

- C57.12.00: IEEE Standard General Requirements for Liquid-Immersed Distribution, Power and Regulating Transformers.
- C57.12.20: Overhead-Type Distribution Transformers, 500 KVA and Smaller: High Voltage, 34500 Volts and Below: Low Voltage, 7970/13800Y Volts and Below.
- C57.12.31 IEEE Standard for Pole Mounted Equipment–Enclosure Integrity
- C57.12.35: Bar Coding for Distribution Transformers.
- C57.12.90: IEEE Standard Test Code for Liquid-Immersed Distribution, Power, and Regulating Transformers and IEEE Guide for Short-Circuit Testing of Distribution and Power Transformers.
- C57.12.91: Guide for Loading Mineral-Oil-Immersed Overhead and Pad-Mounted Transformers rated 500 kVA and less with 55°C or 65°C average winding rise.
- NEMA TR-1: Transformers, Regulators, and Reactors.
- NEMA TP-1: Guide for Determining Energy Efficiency for Distribution Transformers
- NEMA TP-3: Standard for Labeling of Distribution Transformer Efficiency.

- DOE: 10 CFR Part 431 – Department of Energy – Energy Conservation Program for Commercial Equipment: Distribution Transformers Energy Conservation Standards; Final Rule.
- REA: Bulletin 50-37 (D10), Specification for Rural Distribution Transformers (Overhead.)

1.4 SUBMITTALS

Shop Drawings and Product Data:

- A. Submit complete electrical data, mechanical and layout drawings, and wiring and connection diagrams for each type of transformer provided.
- B. Drawings shall indicate the kVA rating, dimensions, transformer impedance, voltage (both primary and secondary), phase of the transformer, and winding connecting.
- C. Provide certified test reports prior to shipment of the transformers. Test reports shall indicate the impedance, no load, and full load loss of each transformer, by serial number, and shall include the transformer efficiency, expressed in percent, of the transformer based on the test procedures specified herein.
- D. Certified test reports shall contain a statement identifying the amount of PCB in the insulating oil.

1.5 WARRANTY

The failure of any transformer due to defective design, material and/or workmanship within 12 months after being energized or eighteen months after being delivered, whichever comes first, shall be repaired or replaced without cost. Any defect in design, material and/or construction discovered within this period shall be corrected at the manufacturer's expense, either by repair or replacement.

PART 2 - PRODUCTS

2.1 RATINGS

- A. General:
1. Primary System Voltage Rating: 12470/7200 volt, grounded wye.
 2. Secondary Voltage Rating: As indicated as indicated in the Bid Schedule.
 3. Frequency: 60 Hz.
 4. Phase: Single.
 5. Impedance: ANSI Standard.
 6. kVA Rating: As indicated as indicated in the Bid Schedule.
 7. BIL Rating: 7200/12470Y 95 kV.
 8. Temperature Rating: Self-cooled, 65° C above a 30° C ambient.

2.2 ACCEPTABLE MANUFACTURERS

Acceptable manufactures shall be as follows. Manufacturers shall be on the RUS approved list.

- A. ABB.
- B. Cooper Power.
- C. Ermco.
- D. G. E. Prolec.
- E. Howard Transformers.
- F. Approved equal.

2.3 TRANSFORMER VOLTAGES

- A. Transformer primary voltage shall be 7,200 volts.
- B. Unless otherwise indicated in the Bid Schedule, transformer secondary voltages shall be as follows:
 - 1. Transformers used for single-phase service shall be provided with a secondary voltage of 120/240 volt, single-phase, 3-wire utilizing the full transformer capacity.
 - 2. Transformers used as part of a three-phase transformer bank shall be rated 120 volts to provide utilization of the full transformer capacity for 208/120 volt, three-phase, 4-wire service.

2.4 TRANSFORMER LOSSES

Transformer no load and load losses shall be provided with the transformer submittal and shall be guaranteed by the manufacturer. Transformer losses determined by the factory tests on the individual transformers shall be less than 10% greater than the guaranteed bid losses. No individual unit shall be shipped that exceeds guaranteed no load losses by more than 10%.

2.5 TRANSFORMER TAPS

Transformers shall be furnished with full capacity high-voltage taps. The taps shall be +/-2 - 2½% above and below rated nominal voltage. The tap changer switch shall be an externally operated switch with a hotstick-operable handle. The tap changer shall be clearly labeled to reflect that the transformer must be de-energized before operating the tap changer as required in IEEE Standard C57.12.20.

2.6 HIGH VOLTAGE BUSHINGS AND TERMINALS

- A. Provide two high voltage bushings. Single bushing transformers will not be acceptable.
- B. The bushing terminals provided shall be tin-plated to accommodate both aluminum and copper conductors. The size of the terminals shall be 5/8".
- C. The color of the bushings shall match Light Gray Number 70, Munsell Notation 5BG7.0/0.4.
- D. High voltage bushings shall be porcelain.

- E. Provide high voltage bushings rated at 110 or 125 kV BIL.

2.7 LOW VOLTAGE BUSHINGS AND TERMINALS

- A. Low voltage bushings shall be provided with the following ratings.
 - 1. 30 kV BIL Rating.
 - 2. 10 kV 60 Hz Dry 1-Minute Withstand Voltage.
 - 3. 6 kV 60 Hz Wet 10 Second Withstand Voltage.
- B. The bushing terminals provided shall be clamp type to accommodate the use of screw bar post connector.
- C. Provide three porcelain bushings on 120/240 volt transformers.
- D. Provide two porcelain bushings on 277 volt transformers used for three-phase service.
- E. The internal secondary leads shall be permanently embossed with the letters A, B, C, and D per ANSI C57.12.00 and C57.12.20.

2.8 PROTECTION

- A. No overcurrent protection is required. Transformers shall be protected using external fused cutouts installed by others.

2.9 CORE AND COIL

- A. Windings shall be copper or aluminum. All windings shall meet the guaranteed temperature rise requirements.
- B. The core and coil shall be vacuum processed to ensure maximum penetration of insulating fluid into the coil insulation system. While under vacuum the transformer shall be filled with preheated filtered degassed insulating fluid. The core shall be manufactured from burr-free, grain-oriented silicon steel and shall be precisely stacked to eliminate gaps in the corner joints. The coil shall be insulated with B-stage, epoxy coated, diamond pattern, insulating paper, which shall be thermally cured under pressure to ensure proper bonding of conductor and paper.

2.10 TANK

- A. The tank shall include a pressure relief device as a means to relieve pressure in excess of pressure resulting from normal operation. The venting and sealing characteristics shall be as follows.
 - 1. Cracking Pressure: 10-psig \pm 2 psig.
 - 2. Resealing Pressure: 6-psig minimum.
 - 3. Zero leakage from reseal pressure to -8 psig.
 - 4. Flow at 15 psig: 35 SCFM minimum.
- B. The tank coating shall meet all requirements in ANSI C57.12.31 including.
 - 1. Salt Spray Test.
 - 2. Crosshatch Adhesion Test.
 - 3. Humidity Test.

4. Impact Test.
 5. Oil Resistance Test.
 6. Ultraviolet Accelerated Weathering Test.
 7. Abrasion Resistance - Taber Abraser.
- C. The tank provided shall have a recessed tank bottom which offers protection when sliding over rough surfaces.
 - D. The tank shall have an internal mark, which indicates the proper oil level per Section 6.2.3 of ANSI C57.12.20.
 - E. Permanently stamped secondary leads.
 - F. The tank covering, and cover ring loops shall be stainless steel. All hardware shall be stainless steel. A bronze nut shall also be provided to eliminate corrosion problems and avoid galling. Provide a visible cover ground.
 - G. Provide a drain/sampling device.
 - H. Provide ground connections accepting #8 AWG solid to #2 AWG stranded. Provide a ground strap between the secondary neutral bushing and the transformer tank.
 - I. The tank shall include arrester mounting pads, grounding provisions, ANSI support lugs (hanger brackets) and lift lugs. Hanger brackets shall be single.
 - J. The tank color shall be ANSI 70 light gray.

2.11 INSULATING OIL

Transformers shall be provided with highly refined inhibited new mineral oil and meet the minimum requirements as specified in Table 1, "Functional Property Requirements," of ASTM D3487 and ANSI C57.106.

2.12 NOISE

Standard transformer sound level shall not exceed the values as calculated per the latest edition of NEMA Publication TR-1.

2.12 NAMEPLATES & LABELS

- A. Diagrammatic nameplate that conforms to the latest edition of ANSI C57.12.00. Impedance of the transformer shall be included on the nameplate. The nameplate shall be etched and black-filled aluminum or stainless steel. Affix to the enclosure with rivets.
- B. In addition to warning labels, provide a label indicating the transformer kVA rating on the front of the transformer, in minimum 2-1/2" black letters.

PART 3 - EXECUTION

3.1 TESTING AND LOSSES

- A. All units shall be tested for the following:
 1. No Load (Core) Losses.
 2. Load Losses at 85°C and rated current.

3. Percent Impedance at 85°C and rated current.
 4. Excitation current (100% voltage) test.
 5. Winding resistance measurement tests.
 6. Ratio tests using all tap settings.
 7. Polarity and phase relation tests.
 8. Induced potential tests.
- B. The manufacturer shall provide certification for all design and other tests listed in Table 17 of ANSI C57.12.00 including verification that the design has passed Short Circuit Criteria per ANSI C57.12.00 and C57.12.90.
- C. One PDF copy of the factory certified test report of each test, in IEEE 1388 format, shall be delivered to the Engineer for review and acceptance prior to shipment of the transformers.

3.2 SHIPPING

- A. Transformers shall be installed on pallets to allow loading and unloading with a forklift.
- B. The transformers shall be packaged to protect them from damage during shipment, handling, and storage.

END OF SECTION