ALASKA ENERGY AUTHORITY INVITATION TO BID (ITB)

NUNAPITCHUK BULK FUEL UPGRADE PROJECT TANK PROCUREMENT

ITB 21095

ISSUE DATE FEBRUARY 19, 2021

Alaska Energy Authority AEA is looking to purchase fuel tanks to be used in construction of a new Bulk Fuel Facility in Nunapitchuk Alaska.

IMPORTANT NOTICE: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, or you downloaded this solicitation from the AEA's Website, you must register on the online planholders list to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to ensure that they have received all addenda affecting this ITB. To register, go to <u>www.AIDEA.org</u> and provide the project name & number, company name & contact person, address, phone number & fax number.

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 90 days;
 - all terms and conditions set out in this Invitation to Bid (ITB).

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

Lois Lemus Contracting Officer	COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
813 West Northern Lights Blvd Anchorage, AK 99503 Phone: (907) 771-3909	AUTHORIZED SIGNATURE	_
FAX: (907) 771-3044	PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: llemus@aidea.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 looking to purchase fuel tanks to be used in construction of a new Bulk Fuel Facility in Nunapitchuk Alaska.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00 pm Alaska Time on March 11, 2021, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation. Due to the COVID-19 the bid opening will be conducted telephonically. Potential bidder may attend telephonically by calling 1-888-585-9008, when prompted enter 508-917-314#.

SEC. 1.03 PRIOR EXPERIENCE

No specific minimums have been set for this ITB.

A bidder's failure to meet these minimum prior experience requirements will cause their bid to be considered non-responsive and rejected.

SEC. 1.04 INVITATION TO BID (ITB) REVIEW

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

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the contracting officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The contracting officer will make that decision. **No further question will be allowed after March 5, 2021 at 1:30 pm Alaska prevailing time.**

CONTRACTING OFFICER: Lois Lemus - PHONE 907-771-3909 - FAX 907-771-3044

SEC. 1.06 SITE INSPECTION

N/A

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SEC. 1.07 SUBMITTING BIDS

Hand, Mail, or Email only Directly to Following Location:

EMAIL: PROCURMENT@AIDEA.ORG

MAILED: The sealed bid package must be addressed as follows:

Alaska Energy Authority Attention: LOIS LEMUS Invitation to Bid (ITB) Number: 21096 ITB Title: NUNAPITCHUK BULK FUEL UPGRADE PROJECT TANK PROCUREMENT 813 W NORTHERN LIGHTS BLVD ANCHORAGE, AK 99503

It is the bidder's responsibility to contact the issuing agency at **907-771-3909** 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 90 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

A non-mandatory pre-bid meeting is scheduled for February 26, 2021, 10:00 am. Due to the COVID-19 the pre-bid meeting will be conducted telephonically. Potential bidder may attend telephonically by calling 1-888-585-9008, when prompted enter 508-917-314#. We respectfully request you call in from a conference room speakerphone and have all people together.

If calling in, please be respectful of other callers and call from a phone that can be muted so as to cancel out background noise and the possibility of feedback. Contact the Contracting Officer, Lois Lemus, at (907) 771-3909 for more information. This is not a mandatory meeting.

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 those who have registered with the contracting officer after receiving the ITB from the State of Alaska Online Public Notice website.

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 a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / ITB Released	N/A	2/19/2021
Pre-Bid Conference	10:00 AM	2/26/2021
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	3/11/2021

This ITB does not, by itself, obligate the Authority. The Authority's obligation will commence when the contract is approved by the AEA CEO / 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 2 AAC 12.830 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, approximately **March 25, 2021**, for approximately **Final completion June 30, 2021** until pickup by Contractor identified by the Authority for shipment to Nunapitchuk.

SEC. 2.02 CONTRACT ADMINISTRATION

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

SEC. 2.03 CONTRACT FUNDING

AEA estimates a budget of between \$500,000.00 and \$700,000.00 dollars for this contract.

Payment for the contract is subject to funds already appropriated and identified.

SEC. 2.04 CONTRACT EXTENSION

Unless otherwise provided in this ITB, the Authority and the successful bidder/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the contracting officer will provide written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the contracting officer via a written contract amendment.

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

N/A

SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

Alaska Energy Authority AEA is looking to purchase fuel tanks to be used in construction of a new Bulk Fuel Facility in Nunapitchuk Alaska. See Attachment A for 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.

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 elapsed time between the time the Authority places an order and the time that order is actually shipped from the contractor's place of business must be entered in the space provided on the Bid Schedule. This processing time shall remain constant throughout the life of the contract(s).

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

Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

SEC. 2.16 ESTIMATED QUANTITIES

The quantities referenced in this ITB are an estimate of the of the Authority's initial purchase. The Authority expects to make this purchase approximately **March 25, 2021**. The quantities are set; we will order these as soon as we are allowed to order. The Authority does not guarantee any minimum or maximum purchase.

SEC. 2.17 CONTRACT PRICE ADJUSTMENTS

NA

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:

• <u>Workers' Compensation Insurance</u>: 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.

- <u>Commercial General Liability Insurance</u>: 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.
- <u>Commercial Automobile Liability Insurance</u>: 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

NA

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 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 a Authority, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

1) holds a current Alaska business license prior to the deadline for receipt of bids;

- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

SEC. 4.04 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. 4.05 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. 4.06 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

In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

SEC. 5.04 SUITABLE MATERIALS, ETC.

Unless otherwise specified in this ITB, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

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 the ITB, the Alaska Energy Authority Manage Grants (3 AAC 109), 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. AS 40.25.110 requires 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

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the contracting officer. Bids that are conditioned upon the Authority's approval of an assignment will be rejected as non-responsive.

SEC. 5.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 5.14 DEFAULT

In case of default by the contractor, for any reason whatsoever, the Authority may procurement the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

SEC. 5.15 DISPUTES

If the contractor has a claim arising in connection with the contract that it cannot resolve with the Authority by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of 3 AAC 109.590.

SEC. 5.16 SEVERABILITY

If any provision of the contract or agreement is found to be invalid or declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

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 provide before the effective date termination.

SEC. 5.18 GOVERNING LAW; FORUM SELECTION

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by Section 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

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 109.580 (a) 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 ten days after the date the Notice of Intent to Award 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 - 580. 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 the Authority Procurement Code (3 AAC 109).

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Attachment A Procurement Specifications
- 2) Attachment B Bid Schedule

Nunapitchuk Bulk Fuel Upgrade Project Tank Procurement Specification

GENERAL OVERVIEW

This Specification is for bulk fuel storage tanks.

• This specification is for 8 each, 30,000 gallon, UL-142, horizontal, double wall, bulk fuel storage tanks and 1 each, 5,000-gallon, UL-2085, dual product, protected dispensing tank.

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SECTION I - GENERAL CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS

The contract documents are complementary, and what is called with respect to one tank shall be binding as if called for in the case of all tanks except where noted otherwise in the specifications. The intent of the documents is to include technical specifications for all work necessary for completion of the contract.

2. General

2.1. SCOPE

- 2.1.1. Design, fabricate, paint and ship horizontal skid-mounted, double wall, diesel and gasoline fuel storage and protected dispensing tanks, in accordance with these specifications and the procurement drawings.
- 2.1.2. Quantity and size: Provide four (4) each UL-142, 30,000-gallon horizontal, skid mounted, double wall steel tanks labeled for Diesel, four (4) each UL 142, 30,000-gallon horizontal, skid mounted, double wall steel tanks labelled for gasoline, and one (1) each UL-2085, 5,000-gallon, horizontal, skid mounted, double wall, dual product, protected steel tank labelled for diesel and gasoline.

2.2. WORK INCLUDED

- 2.2.1. Design and fabricate tanks.
- 2.2.2. Coordinate with design engineer and provide advance notice of build time line to allow inspection at critical stages. Provide access for a minimum of two site visits for inspection and testing.
- 2.2.3. Provide submittals as listed below
- 2.2.4. Provide skids, supports, manholes and penetrations, lifting hardware and accessories as shown on AEA Drawings referenced herein and in vendor submittals.
- 2.2.5. Furnish all labor, materials, and equipment necessary for the cleaning, blasting, coating, curing, and inspection of coatings.
- 2.2.6. Supply and apply all UL listing and labeling
- 2.2.7. Assemble and install exterior appurtenances to assure fit and remove and package for shipping.
- 2.2.8. Package and ship to designated location as set forth in the bidding documents.
- 2.2.9. Provide, assemble and deliver tank documents and O&M Manuals.

2.3. SUBMITTALS

- 2.3.1. Provide complete shop drawings to AEA, for review and approval prior to starting fabrication. Shop drawings shall include compliance with all requirements of the specifications including tank joint type, fabrication and connection details, attachments, nozzle size and locations, proposed metal surface preparation, painting, labeling, etc., and are signed by a Professional Engineer licensed in the State of Alaska with all dimensions in United States of America customary units including feet and inch units for distance. Structural calculations in support of the design may be provided as a separate document, also signed by a Professional Engineer licensed in the State of Alaska. If the vendor proposes any variation to the shop drawings once they are approved by AEA, the design will be required to have full details of the design change signed by a Professional Engineer licensed in the State of Alaska.
- 2.3.2. Provide details of the Vendor Quality Control Program for approval by AEA prior to the start of tank fabrication.
- 2.3.3. Provide reports on factory tests.
- 2.3.4. Provide relief sizing calculations.
- 2.3.5. Provide product literature on appurtenances or equipment.
- 2.3.6. Provide mill certifications on steel sheets used in tank shell, ends, and saddles.
- 2.3.7. Submit paint manufacturer's written instructions, application information, and SDS Sheets to AEA for approval 15 days prior to sandblasting or painting.

SECTION II - TECHNICAL SPECIFICATIONS

1. GENERAL

1.1. DEFINITIONS

- 1.1.1. Vendor The company or contractor offering construction and sale of the tank.
- 1.1.2. Factory The location the tank is being built and tested.

1.2. REFERENCED STANDARDS:

- 1.2.1. American National Standards Institute/American Society of Mechanical Engineers (ANSI/ASME):
- 1.2.2. American Society of Testing and Materials (ASTM) A123
- 1.2.3. Occupational, Safety, and Health Administration (OSHA) Standard, 29 CFR 1910
- 1.2.4. Z49.1-1988 Safety in Welding and Cutting American Welding Society (AWS):
- 1.2.5. A3.0-B5 Welding Terms and Definitions
- 1.2.6. QC1-88 Specifications for Qualifications and Certification of Welding Inspectors
- 1.2.7. Underwriters Laboratories (UL)
- 1.2.8. UL-142 Steel Aboveground Tanks for Flammable and Combustible Liquids
- 1.2.9. UL-180 Liquid-Level Indicating Gages and Tank Filling Signals for Petroleum Products
- 1.2.10. UL-2085 Protected Aboveground Tanks For Flammable and Combustible Liquids
- 1.2.11. National Fire Protection Association (NFPA)
- 1.2.12. NFPA 30 Flammable and Combustible Liquids Code, 2000 Edition
- 1.2.13. International Fire Code (IFC 2000)
- 1.2.14. Chapter 34 Flammable and Combustible Liquids
- 1.2.15. Steel Structures Painting Council (SSPC)
- 1.2.16. SSPC Vol. 1-1982 Good Painting Practice
- 1.2.17. SSPC Vol. 2-1991 Systems and Specifications
- 1.2.18. SPC SP3 Power Tool Cleaning
- 1.2.19. SPC SP6 Commercial Blast Cleaning
- 1.2.20. SPC SP10 Near White Blast Cleaning
- 1.2.21. SSPC Paint Application Specification No. 2 Measurement of Dry Paint Thickness with Magnetic Gages.

1.3. DESIGN CRITERIA

1.3.1. Comply with UL142 - Steel Aboveground Tanks for Flammable and Combustible

Liquids. Applies to all double wall bulk storage tanks. Meet Recommended and Generally Accepted Good Engineering Practices in all instances where UL142 cannot be applied.

- 1.3.2. Comply with UL2085 Protected Aboveground Tanks for Flammable and Combustible Liquids. Applies to all dispensing tanks. Meet Recommended and Generally Accepted Good Engineering Practices in all instances where UL142 cannot be applied.
- 1.3.3. The operating temperature for the tanks shall be -50F to 120F and shall be clearly marked in the tank datasheets. A36 Steel is acceptable due to the atmospheric operation which will minimize stress and strain on the tank material. A stamped engineering drawing confirming material compatibility is required.
- 1.3.4. All relief devices or vents shall be sized for the worst case scenario not limited to but including inbreathing, out-breathing, and pool fire. Follow applicable NFPA and UL142 requirements for normal and emergency venting. Normal vents capacity can be based on 1.0 psig (6.9 kPa) pressure and minus 0.5 to align with Section 3.7 of UL142.
- 1.3.5. Supply relief valves which include normal and emergency vent. Any variation from the below models will require approval by the Engineer.
 - 1.3.5.1. Morrison Model 244
 - 1.3.5.2. Morrison Model 922

1.4. PENETRATION LAYOUT

1.4.1. The layout, number and type of penetrations shall be as shown on the drawings.

2. MATERIALS

2.1. DOUBLE WALL STEEL TANKS and PROTECTED DISPENSING TANKS

- 2.1.1. Materials for double-wall aboveground steel storage tanks shall comply with UL142, Steel Aboveground Tanks for Flammable and Combustible Liquids.
- 2.1.2. Materials tor protected dispensing tanks shall comply with UL 2085, Protected Aboveground Tanks for Flammable and Combustible Liquids.
- 2.1.3. A36 steel is acceptable material for tank plates and angles.
- 2.1.4. Provide mounting saddles, skids, lifting lugs and appurtenances as detailed on drawings or described herein. Provide a minimum of 3 tank saddles.
- 2.1.5. Tank thickness, steel specifications, welding procedures and testing methods shall comply with UL142 and UL 2085 as appropriate for the particular tank. Minimum

wall thickness shall be 1/4". Tank head thickness shall be 5/16" and meet any bracing requirements of UL142 and UL 2085.

2.2. FLANGES AND NOZZLES

- 2.2.1. Openings indicated as flanges shall be ANSI 150# pattern raised face flanges.
- 2.2.2. Openings indicated as threaded openings shall be female National Pipe Tapered (NPT), schedule 40 pipe for anything 4 inches and above or schedule 80 for anything less than 4 inches, unless otherwise indicated.
- 2.2.3. Provide ¼ inch reinforcing (doubler) plates at all penetrations and around all weld-on components..

2.3. CATWALKS, HANDRAILS, AND LADDERS

- 2.3.1. Provide OSHA compliant handrails, mid-rails, toe boards, and ladders. All Exterior handrails, mid-rails, toe boards, and ladders shall be coated same as tank. All grating shall be hot dipped galvanized.
- 2.3.2. Hand railing, toe boards, and ladders shall be designed and fabricated in accordance with state and federal Occupational Health and Safety Administration (OSHA) regulations.

2.4. MANUAL GAUGING STICK

- 2.4.1. Provide one approved anti-static gauging rod per tank with a minimum of 1/4" increments, which displays depth of fuel in feet and inches from the bottom and is specifically designed for the project tanks.
- 2.4.2. Provide laminated gauging chart for the tank, with gallons calculated for each ¼-inch increment.

2.5. EXTERNAL TANK COATING

- 2.5.1. Approved Coating Manufacturers: Devoe.
- 2.5.2. Prime tanks within 4 hours of sand blasting.
- 2.5.3. Primer: Prime with reinforced inorganic zinc primer, Devoe Catha-Coat 302, color green, to 2-3 mils minimum dry film thickness, sufficient to completely fill and cover the surface profile created by sandblasting.
- 2.5.4. First Intermediate Coat: One coat of epoxy, Devoe Bar-Rust 236, 6 mils minimum dry film thickness.
- 2.5.5. Second Intermediate Coat: One coat of epoxy, Devoe Bar-Rust 236, 6 mils minimum dry film thickness.

- 2.5.6. Top Coat: Industrial Polyurethane, Devoe Devthane 389, 3 mils minimum dry film thickness.
- 2.5.7. Colors: Where more than one coat is to be applied on a surface, use sufficiently contrasting colors between coats to ensure complete coverage. The topcoat shall be white.
- 2.5.8. Touch Up Paint: Provide 1 gallon each (3 gallons total) of prime, intermediate, and top coat coatings. The touch-up coating shall be color matched to coatings applied to the tanks. Protect touch up paint from freezing conditions at all times.

2.6. CORROSION

- 2.6.1. No additional corrosion allowances are required for the tank fabrication.
- 2.6.2. All exposed surfaces other than the interior of the tank shall be coated with the exception of flange faces and threads which shall be protected.
- 2.6.3. All tubes, shapes or saddle fabrications that cannot be coated shall be seal welded shut to prevent moisture and oxygen exposure.

2.7. LABELING

- 2.7.1. Provide labels that identify contents and capacity. In accordance with 2012 IFC Sections 5703.5 and 5704.2.3, provide 4-inch high by 1/2-inch lettering that contrasts with tank paint color.
- 2.7.2. Label all openings on top of tanks with minimum 1" high letters black letters indicating function as shown on tank drawings.
- 2.7.3. Show the total weight of the entire tank/skid assembly in 2" high black letters on both sides of the tanks.
- 2.7.4. Provide NFPA 704 diamond identification label for hazardous material and emergency response.
- 2.7.5. Provide both UL142 stationary label and registration label.
- 2.7.6. Label tank with vendor's label that describes when, where, and who manufactured the tank.

3. EXECUTION

3.1. GENERAL

3.1.1. Design and fabricate double-wall, aboveground steel storage tanks to comply with UL142, Steel Aboveground Tanks for Flammable and Combustible Liquids.

- 3.1.2. Design and fabricate protected dispensing tank to comply with UL2085, Protected Aboveground Tanks for Flammable and Combustible Liquids.
- 3.1.3. Tank shell joints to be full penetration butt welds, UL142 Figure 6.1 number 1 or 2. Head to shell joints to be full penetration butt welds or double welded full fillet lap joints, UL142 Figure 6.2 number 2.
- 3.1.4. Tank shall be listed and labeled in accordance with UL142 or UL 2085 as appropriate.
- 3.1.5. Tank shall be pressure tested for tightness in accordance with UL-142 and UL 2085 requirements.
- 3.1.6. Provide openings to tank for vacuum/pressure relief and emergency venting in accordance with UL142.
- 3.1.7. Fabricator shall use full penetration welds for nozzles and manway necks which will include the thickness of any reinforcement plate.
- 3.1.8. All flanges, bungs, and nozzles shall be installed plum, level and square to the main axis of the tank to allow the proper fit-up of adjoining connections in the field. Verify bung alignment with pipe nipples. All flanges shall be installed with bolt patterns plum, level, and square to the main axis of the tank. Minimum clearance between underside of flange face ant tank shell shall be 7 inches. All piping connections on the top of the tanks more than one degree out of alignment shall be cut out and re-installed. All piping connections on the end of the tanks more than two degrees out of alignment shall be cut out and re-installed.
- 3.1.9. Provide exterior ladders and handrails per the AEA approved shop drawings. Shop fabricate ladders and handrails; verify fit; remove; apply coating; and re-verify fit before banding to pallets for shipping. Furnish all fasteners required for field installation. All fasteners shall be type 304 stainless steel.
- 3.1.10. Provide integral steel saddle and skid foundation. Saddles shall be seal welded to tank. Bolt on or strap on saddles will not be accepted. Provide minimum 8" depth steel "I or H- beam" skid foundation with minimum 35 lb per foot weight designed to allow dragging of the empty tank from either end and lifting the empty tank from the ends.. Skids to extend 12" minimum beyond each end of tank and be provided with 4" diameter schedule 80 steel pipe tow bar at each end. Combination saddle and skid foundation to be designed to limit height of tank bottom to 12" maximum above bottom of skids.
- 3.1.11. Seal weld all non-structural seams and grind smooth sharp edges prior to painting.
- 3.1.12. Attach all components permanently welded to the tank prior to sand blasting and painting. Remove, sandblast, and paint separately any and all detachable components.

- 3.1.13. In addition to providing build time line to engineer in advance of fabrication, notify the engineer/inspector four working days prior to when painting or sandblasting is to begin.
- 3.1.14. Perform all painting and curing in accordance with manufacturer's written instructions and additional instruction herein. Mil thicknesses of each layer of coating shall be inspected by a NACE certified inspector and tested to assure no holidays and uniform coverage. Test reports shall be provided to AEA.
- 3.1.15. Provide (4) four lifting lugs with reinforcement pads at top of tanks as shown on drawings.

3.2. SEALING

- 3.2.1. Cleaning: Upon completion of tank fabrication, the interior shall be cleaned to remove all dirt and foreign debris.
- 3.2.2. Sealing: Seal openings to prevent entrance of water and dirt prior to shipping. Install gaskets on manholes and bolt lids tight. Blind flange all flanged openings. Plug all bungs with threaded pipe plugs. Cap all nozzles with threaded pipe caps. Provide temporary venting to allow for normal internal expansion and contraction due to changes in temperatures during shipping and staging by installing a 2-inch vent cap in each normal vent bung (one per tank compartment). Vent caps shall not protrude above the top of manhole lid. Cover emergency vent flange with two layers of 6 mil plastic sheeting secured with duct tape.
- 3.2.3. Deliver as indicated in the Proposal documents.

SECTION III - ATTACHMENTS

1. DRAWING LIST

AEA Drawings T1 through T-9 Attached.

ALASKA ENERGY AUTHORITY NUNAPITCHUK BULK FUEL UPGRADE PROJECT Bid Schedule Page 1 of 1

Schedule A – Tank Procurement

Item	Description	Quant.	Unit	Unit Price	Extended Total Amount
A1	30,000-gallon, Double Wall, Aboveground Storage Tank	8	EA	\$	\$
A2	5,000 Gallon Dual Product, Protected, Aboveground Storage Tank	1	EA	\$	\$

Total Base Bid \$_____

Notes:

- 1. See tank procurement specification for detailed descriptions of Bid Items.
- 2. Tank FOB point shall be Port of Seattle or Port of Anchorage.
- 3. Tank delivery deadline is June 28, 2021.

2. Acknowledge all addenda

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

If any Bidder fails to comply with any of these requirements, the Authority may reject its bid, terminate the contract, or consider the Vendor in default.

Company Symmitting Did	Talanhana Numbar
Company Submitting Bid	Telephone Number
Address	Fax Number
Authorized Signature	E-mail Address
Authorized Signature	E-man Address
Print Name	Alaska Business License number:
	EXPRES DATE:
	Alaska Contractor's Registration #
	EVDEC DATE.
	EXPRES DATE: