

Request for Quotations: Installation of Auxiliary Generator for the Hollis Terminal Facility.

The Inter-Island Ferry Authority (here after referred as "IFA") an Alaska Port Authority, seeks quotations from qualified venders to supply the following:

Vendor must provide verification of certification that meets the requirements of Buy America Compliance Certificate related to these items, before a purchase order will be issued.

One backup diesel generator (10-12 KW), auto switch gear and weather/sound enclosed structure, 300 gal. Dbl. wall fuel oil tank with stand, piping and suitable filter. All above stated is to be located on a 6' x 12' x 6 inch concrete pad supplied by the contractor.

Generator: The contractor shall furnish and install one 10 – 12 KW diesel backup generator with enclosure, capable of auto auxiliary power supply to the existing terminal. Work to be performed as follows: Construct concrete pad and situate equipment upon, wire generator to existing load center and install 300 gallon fuel oil tank with all necessary piping.

All items will be crated; IFA will retain all loose spares.

This procurement is funded by a grant from the Capital Transit Assistance Program (Non-Urbanized), American Recovery Act and Reinvestment Act of 2009 (ARRA) and the state of Alaska Department of Transportation and public Facilities (DOT/PF). This Grant will be combined with the Department of Homeland Security Grant As such, this procurement is subject to the rules and regulations for small procurements of those entities, for procurements Less than \$100,000.

**FTA THIRD PARTY CLAUSES
BETWEEN Inter-Island Ferry Authority
AND
CONTRACTOR**

This Agreement is between **Inter-Island Ferry Authority** (hereinafter called the Sub-Recipient) and the Contractor. The Sub-Recipient and the Contractor are entering into this Agreement pursuant to Alaska Statute (AS) 19.05.040 and any regulations promulgated thereunder. This agreement is effective when signed by both parties.

The parties mutually agree as follows:

- 1. No Federal or State of Alaska Government Obligation to Third Parties:** The Contractor agrees that the Federal and State governments have no liability under this agreement. The Contractor assures that it will include language in any contract under this agreement that states the Federal and State governments have no liability under the contract and require the contractor to include language to this effect in any subcontract, except if the Contractor has specific written consent from the Federal and/or State governments that it/they will accept liability.
- 2. Program Fraud and False or Fraudulent Statements and Related Acts:** The Contractor certifies that any statement it has made, it makes, it may make, or causes to be made about this grant project is or will be true and accurate. Provision of untrue or inaccurate information may constitute fraud.
- 3. Access to Records:** The Contractor certifies it has or will establish a proper accounting system, per generally accepted accounting principals (GAAP) and any

Federal or State directives. It further agrees to administer the project, retain all project records, and grant access to project records and personnel as specified in the applicable Federal "Common Rule," either

- 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr18_06.html
- 49 CFR Part 19 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr19_06.html

4. **Federal Changes:** The Contractor agrees to comply with all applicable laws, regulations, and codes of the State of Alaska, the United States Government, and local governments. The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
5. **Civil Rights:** The Contractor assures that no person in the United States will, on the basis of race, color, national origin, creed, sex, or age be excluded from participating in, denied the benefits of, or otherwise be subject to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Contractor receives Federal assistance from FTA or USDOT. The Contractor agrees to comply with all requirements of US DOT Civil Rights Act implementing regulations (49 CFR 21 http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr21_06.html), and the Title VI Program Guidelines for Federal Transit Administration Recipients (FTA Circular 4702.1 http://www.fta.dot.gov/laws/circulars/leg_reg_5956.html), and other applicable nondiscrimination directives.

[per 49 USC 5332 (prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, USDOT implementing regulations (49 CFR 21), 42 USC 2000d (prohibition against exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on ground of race, color, or national origin)]

The Contractor assures that project and project facility operations, as well as property acquisitions, will be in accordance with the civil rights requirements and understands that this assurance extends to its entire facility, to all facilities operated in connection with this project, and to property acquisitions. The Contractor assures:

- Its FTA-assisted benefits and related services are made available and are equitably distributed without regard to race, color, creed, national origin, sex, age, or disability;
- The level and quality of its FTA-assisted transit services are sufficient to provide equal access and mobility for any person without regard to race, color, creed, national origin, sex, or age;
- Opportunities to participate in the transit planning and decision making processes are provided to persons without regard to race, color, creed, national origin, sex, or age;
- Decisions on the location of transit services and facilities are made without regard to race, color, creed, national origin, sex, or age;
- Corrective and remedial action is taken to prevent discriminatory treatment of any user of services based on race, color, creed, national origin, sex, or age;
- Any contracts or sub agreements fully or partly funded through this project will contain language to extend civil rights assurances to contractors and subcontractors; and the Contractor will also include such language in any deeds and documents which record the transfer of real property, structures, and improvements.

Nondiscrimination on the Basis of Disability: The Contractor assures that no person with a disability shall be, by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance. The Contractor assures it will comply with 49 CFR Parts 27, 37, and 38, which implement the Americans with Disabilities Act (ADA) and amend Section 504 of Rehabilitation Act of 1973. The Contractor understands that it also has responsibilities under ADA in the areas of employment, public accommodations, and telecommunications.

http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfrv1_06.html#1000

ADA Access: The Contractor assures that any vehicle purchased or acquired through this project will be ADA accessible, except as exempted in Appendix A. If the Contractor is a public entity awarded funds to purchase a non-ADA vehicle for use in demand responsive service for the general public, the Contractor assures that this demand responsive service provides or will provide equivalent service to disabled persons that meet ADA requirements in keeping with 49 CFR 37.77.

The Contractor assures that *all* new or renovated facilities to be used for the provision of public transportation services will be ADA accessible, including facilities such as maintenance facilities, garages, building access facilities

(sidewalks need curb cuts), etc. [Public entities must comply with 49 CFR Part 37, Subpart C and Appendix A. Private entities must comply with 28 CFR Part 36.

http://www.access.gpo.gov/nara/cfr/waisidx_07/28cfr36_07.html

The Contractor assures that any construction contract funded through this project will include ADA requirements.

Equal Employment Opportunities (EEO): The Contractor assures Equal Employment Opportunity; it will:

- treat employees or job applicants fairly, without regard to race, color, creed, national origin, sex, age, or disability;
- take affirmative action to ensure job applicants are employed and employees are treated without regard to race, color, creed, national origin, sex, or age (such action includes but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship);
- post notices setting forth agency EEO policy in conspicuous places and make these available to employees and job applicants;
- assure that any contracts or sub-agreements fully or partly funded through this project will contain language to extend EEO assurances to contractors and subcontractors.

If the Contractor received \$1,000,000 or more of Federal assistance in the previous Federal fiscal year and had 50 or more mass-transit-related employees, it agrees to submit to the State an EEO program, which meets Federal requirements.

Discrimination Complaints: The Contractor assures that it will notify the public that complaints of discrimination in the provision of transportation or transportation-related services or benefits may be filed with the State, FTA, or USDOT. The Contractor assures it will promptly report to the Sub-Recipient any civil rights complaints it receives.

- 6. Convenience Termination:** If, due to changed circumstances, the Sub-recipient or the Contractor wishes to terminate this Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least 15 days prior to the proposed termination date. If both parties agree that it is in their mutual best interests to terminate this Agreement early, all finished or unfinished documents and other materials as described in the Failure to Perform paragraph above shall, at the option of the Sub-recipient, become the Sub-recipient's property. If the Agreement is terminated as provided herein, the Contractor shall be reimbursed for actual expenses not otherwise reimbursed under this Agreement which were

incurred by the Contractor during the contract period and which are directly attributable to the Contractor's performance of this Agreement. The Sub-recipient shall also reimburse the Contractor for any costs properly incurred by the Contractor in honoring convenience termination clauses in its Agreements with its contractors as long as these clauses conform to the standard convenience termination clause used by the State for similar types of contracts.

- 7. Disadvantaged Business Enterprises (DBE):** The Contractor assures Disadvantaged Business Enterprises will have the maximum opportunity to compete for and perform contracts and subcontracts financed under this project, as specified in 49 CFR 26 and per the following:
- If the Contractor will purchase one or more transit vehicles (excluding unmodified mass-produced vans or unmodified pop-top vans), it assures that it will obtain from each transit vehicle manufacturer a TVM certification, to show that the manufacturer complies with DBE requirements (This will be included under the State's vehicle procurement contract, if the grantee is purchasing through that mechanism.).
 - If the Contractor receives \$250,000 or more in FTA funds in a given Federal fiscal year (exclusive of rolling stock) it assures that it will either be included in the State's DBE program or will prepare and implement a DBE program that meets Federal requirements, including annual DBE goals (excluding goals pertaining to transit vehicle procurements). The Contractor assures its DBE program and goals will be developed using a public process, which will include public notice and consultation with appropriate groups. The Contractor assures it will submit its DBE program to the State and will report its DBE activity and results to the State as required.

The Contractor assures it will not discriminate on the basis of race, color, nation origin, or sex in implementation of the project, in award or performance of any third-party contract or sub-agreement supported with this grant, or in administration of its DBE program and 49 CFR 26.

http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr26_06.html

- 8. Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply

with any requests which would cause the Sub-Recipient to be in violation of the FTA terms and conditions.

9. Suspension and Debarment: If this grant award exceeds \$100,000, the Contractor entity certifies, to the best of its knowledge and belief, that it and its principals:

- are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, per the U.S. General Services Administration (GSA) monthly "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs," available on the GSA web site <http://www.epls.gov>. have not, within the past three years, been obtaining, attempting to obtain, or performing a Federal, state, or local public transaction; a violation of Federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed in the paragraph above; and
- have not within the last three years had any Federal, state, or local public transaction terminated for cause or default.

If the Contractor later becomes aware of any information contradicting these Suspension/Debarment statements, it will promptly provide that to the Sub-Recipient who will forward it to the State who will forward it to FTA. If the Contractor cannot certify for all the Suspension/Debarment statements above, the Contractor shall so indicate in a transmittal letter or message of explanation, to be returned with the signed grant agreement (Per 49 CFR Part 29).

http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr29_06.html

10. Buy America: If any contract or subcontract for this project is expected to be above the Federal small purchase threshold (\$25,000 or more), the Contractor assures it will:

- include in its request for proposals Government-wide Debarment and Suspension "Instructions for Certification" and certification language *exactly* as required in Appendix A to FTA's "Best Practices Procurement Manual," to extend the debarment/suspension requirements to contractors and subcontractors

The burden of disclosure is on those debarred or suspended. If at any time the Contractor or other covered entity learns that a certification it made or received was erroneous when submitted or if circumstances have changed, the

Contractor assures it will disclose this to the Sub-Recipient.

http://www.fta.dot.gov/publications/reports/other_reports/publications_4571.html

- include in its request for proposals Lobbying language and certification l "Instructions for Certification" and certification language *exactly* as required in Appendix A to FTA's "Best Practices Procurement Manual," to extend the debarment/suspension requirements to contractors and subcontractors

The burden of disclosure is on those debarred or suspended. If at any time the Contractor or other covered entity learns that a certification it made or received was erroneous when submitted or if circumstances have changed, the Contractor assures it will disclose this to the Sub-Recipient.

http://www.fta.dot.gov/publications/reports/other_reports/publications_4571.html

- include in its request for proposals Lobbying language and certification language *exactly* as required in Appendix A to FTA's "Best Practices Procurement Manual" to extend the Federal lobbying prohibition to contractors and subcontractors
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- convicted of or had a civil judgment against them for: a criminal offense or fraud in connection with

If rolling stock (vehicles) not subject to a general waiver will be purchased under this grant, regardless of cost, the Contractor assures that it will be manufactured in the United States and have a 60% domestic content, per 49 CFR Part 661, and will provide the appropriate documentation as a component of their Pre-Award Review.

http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr20_06.html

12. Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Sub-Recipient and understands and agrees that the Sub-Recipient will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html

13. Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Sub-Recipient and understands and agrees that the Sub-Recipient will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html

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

http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/03_DOTComRul_49CFR18.html

Non-accessible Vehicle Purchase for Demand Response Services to the General Public: If the Sub Grantee provides demand response transportation to the general public, its service to persons with disabilities (including wheelchair users) must meet the standards of equivalent service in 49 CFR 37.77(c) before it can legally purchase non-ADA-accessible vehicles for use in its demand response service.

http://a257.g.akamaitech.net/7/257/2422/13nov20061500/edocket.access.gpo.gov/cfr_2006/octqtr/49cfr37.77.htm

A written or faxed quotation is necessary for award. The Quote should indicate receipt of this description, and any differences or substitutions, and include lump sum price for the items, complete, FOB Ketchikan Alaska, including any taxes, licensing, freight or other fees. An IFA Purchase Order, including procurement conditions, will be issued at the time of award.

This solicitation is being advertised on the Inter-Island Ferry Authority website (www.interislandferry.com) on this date February 18, 2010. IFA request a written response from interested firms by 4pm, AST, March 4, 2010.

IFA will review quotations and select their first choice for award by March 5, 2010. IFA will base its decision on what it considers to be best value and in its best interest. IFA reserves the right not to award under this solicitation. Respondents desiring notification of results should indicate on their submission by fax and/or regular mail. Any protest must be filed in accordance with state guidelines no later than 10 days after intent to award is issued. Payment will be processed upon submission of a properly executed invoice.

For further information: contact Lonnie Adams, Operations Manager, IFA (907)617-2995
Quotes to be delivered to: IFA /9466 Hollis Hwy, Klawock Heenya Mall #4, Klawock, Ak 99925
Ph :(907)-755-4848 or Fax to: (907) 755-4849
or mailed to IFA, PO Box 470, Klawock, AK 99925.