



**This is not an order.**

<b>INVITATION TO BID NUMBER (ITB)</b>	<b><i>Return this bid to the issuing office below</i></b>
<b>17024 Kake and Kipnuk Coolers</b>	Attention – Rich Wooten, Contracting Officer Alaska Energy Authority (AEA) or (Authority) 813 West Northern Lights Blvd. Anchorage, AK 99503-2495 rwooten@aidea.org, Ph. 907-771-3019 Fax 907-771-3044

This procurement is issued according to 3AAC 109 Procurement for Alaska Energy Authority (AEA) managed grants on behalf of the Native Village of Kake and Kipnuk.

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**Invitation to Bid Schedule**

<b>Bid Issued</b>	<b>October 24, 2016</b>
<b>Pre-bid Conference</b>	<b>None</b>
<b>Bid Opening</b>	Note the Bid opening date has been shortened due to AEA’s installation schedule. ITB shall be publically opened at, <b>2:00 p.m. November 15, 2016</b> , in the Willow Conference Room.

**Important**

Interested firms shall register online to receive addenda and other information at <http://www.aideaaeprocmement.org/>. Addenda and other notices will be posted and available at <http://www.aidea.org/> “Quick Links” Procurement Opportunities.

AEA may provide periodic e-mail notices regarding addenda or clarifications regarding this bid to those companies who reply.

**Important - Bid Submittals**

- Appendix C – Bid Schedule
- Appendix D – Debarment Certification
- The successful Bidder will be required to provide proof of Insurance, naming AEA and the Native Village of Kipnuk and Kake as additional insured, including a waiver of subrogation.

## Instructions to Bidders

### 1. Invitation to Bid (ITB) Review

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least five (5) days before the bid opening date. This will allow time for an addendum if one is required. It will also help prevent the opening of a defective bid that will be rejected, and risk exposure of Bidders' prices. All correspondence will be addressed to the purchasing authority listed on the front of this ITB.

### 2. Bid Forms/Submittals

Bidders shall use and return the forms supplied with this invitation in submitting their bid. A photocopied bid can be submitted. **Bidders must return a signed copy of the Bid Schedule, and any/all required support documentation requested in this ITB.** The apparent low bidder may be required to provide additional documentation after bid opening and prior to award to assure compliance with all terms and conditions of the solicitation.

### 3. Minimum Qualifications

- a) Bidders shall meet the minimum qualifications listed in the attached specifications.
- b) A Bidder's inability to provide the requested documentation related to proof of their ability to meet the Bidder requirements may result in their bid being declared non-responsive.

### 4. Submitting Bids

Envelopes containing bids must be sealed, marked, and addressed as shown below. **DO NOT FAX YOUR BID.** Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time. Hand carried bids should be delivered to the receptionist at the front desk or to the Procurement Manager for processing. Failure to correctly submit a bid may result in it being unopened or rejected and returned to the bidder.

#### **Bidder's return Address**

**Alaska Energy Authority  
813 West Northern Lights Blvd  
Anchorage, Alaska 99503  
ATTN: Rich Wooten, Contracting Officer  
ITB 17024 Kake and Kipnuk Coolers  
Opening Date: 2:00 November 15, 2016**

### 5. Modification and Withdrawal of Bids

A bidder may, without prejudice, modify or withdraw its bid by written request provided that such request is received by the Authority prior to the bid opening date and time.

### 6. Late Bids

Late bids are bids received after the time and date set for receipt of the bids; and late bids will not be accepted.

### 7. Offer Period

Bids must remain valid for a period of 90-days unless otherwise specified in the Bid Schedule.

## **8. Firm, Unqualified and Unconditional Offer**

Bidders must provide enough information with their offer to constitute a definite, firm, unqualified and unconditional offer. To be responsive an offer must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those which could affect 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.

## **9. Prices**

The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the F.O.B. point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services will be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the Authority, the bidder may list such taxes separately, directly below the bid price for the affected item.

The Authority is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax,
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.

## **10. 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.

## **11. Federal Excise Tax**

Federal Excise Tax should not be included in the bid price(s). The Alaska Energy Authority is exempt from Federal Excise Tax.

## **12. Suitable Materials, Etc.**

Unless otherwise specified, all materials, supplies or equipment offered by a bidder must be new per the attached specifications.

## **13. Supporting Information**

The Authority strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the Procurement Manager, 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, and unqualified or 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 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) or certification of compatibility of accessories or component parts with the specifications 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.

#### **14. Brand and Model Offered**

Bidders must clearly indicate the brand names and model numbers they intend to provide where required on the bid schedule. The bidder's failure to identify the brand and model offered - if different than what may be required by the specifications - may cause the Authority to consider the offer non-responsive and reject the bid.

#### **15. Annotated Literature**

If product literature is requested bidders must annotate their product literature to identify for the Authority the location of the supporting information for each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the Authority, will cause the Authority to consider the offer non-responsive and reject the bid.

#### **16. Subcontractor(S)**

Within five (5) working days of notice, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor.

#### **17. Tax-Exempt Financing**

No public offering or private placement of securities relating to the contracts issued as a result of this ITB may be made. If a bid contemplates the securitization of the Authority's payments, the Authority will reject the offer as non-responsive.

#### **18. Notice of Intent to Award**

After the responses to this ITB have been opened, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent, serves two purposes. It lists the name of each company or person that offered a bid and the price bid. It also serves as 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 sent 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 other form of notice is given by the Procurement Manager. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or other form of notice from the Procurement Manager does so without a contract and at his or her own risk.

#### **19. Filing a Protest**

A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with AEA Regulations 3 AAC 109.570. A Protest based on alleged improprieties or ambiguities in a solicitation must be filed at least 10 days before the bid date of the bid or proposal, unless a later bid protest due date is specifically allowed in the solicitation. A Protest based upon alleged improprieties in an award of a contract or a proposed award of a contract must be filed within 10 days after a notice.

#### **20. 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. The Authority's Contract Award is the only order document that may be used to place orders against the contract(s) resulting from this ITB.

#### **21. Consolidation of Awards**

Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the Authority be awarded to the next low bidder receiving other awards

for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTIONS TO BIDDERS", "FILING A PROTEST" above.

**22. Bid Preparation Costs**

The Authority is not liable for any costs incurred by the bidder in bid preparation.

**23. Bid Security**

The bid bond and other security bonds are waived in their entirety for this invitation to bid.

**24. Contact**

The administration of this contract is the responsibility of Rich Wooten, Contracting Officer, at the Authority.

## Appendix A - Terms and Conditions

- 1. Compliance**  
In the performance of a contract, the Vendor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
- 2. Suitable Materials, Etc.**  
Unless otherwise specified, 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.
- 3. No Assignment or Delegation**  
The Vendor may not assign or delegate this contract, or any part of it, or have any right to any money to be paid under it, except with the written consent of the Contracting Officer. Conditioned assignments will be rejected.
- 4. Force Majeure**  
(Impossibility to perform) The Vendor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the Vendor. For the purposes of this Agreement, 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.
- 5. Contract Extension**  
The Authority and the successful Vendor agree: (1) that any holding over 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) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- 6. Default**  
In case of default by the Vendor, for any reason whatsoever, the Authority may procure the goods or services from another source and hold the Vendor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 7. Disputes**  
Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.
- 8. Severability**  
If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**9. Continuing Obligation of Vendor**

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

**10. 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 are located at the following website: <http://www.state.gov/g/tip/>; and failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract.

**11. Payment for State Purchases**

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency 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. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

**12. Shipping Damage**

The Authority will not accept or pay for damaged goods. The Vendor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the F.O.B. point. The Authority will provide the Vendor 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 Vendor must file all claims against the carrier(s) for reimbursement of the loss.

**13. Indemnification**

The Vendor 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 Vendor under this agreement. The Vendor 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 Vendor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Vendor" and "Contracting agency", as used within this and the following article, include the employees, agents and other Vendors 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 Vendor and in approving or accepting the Vendor's work.

**14. Insurance**

Without limiting Vendor's indemnification, it is agreed that Vendor 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 Vendor'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 beginning work 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 Vendor'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 Vendor 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 Authority.

Commercial General Liability Insurance: covering all business premises and operations used by the Vendor 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 Vendor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Failure to supply satisfactory proof of insurance within the time required will cause the Authority to declare the bidder non-responsible and to reject the bid.

**15. Insurance Certificate**

Shall name the Authority and the grantee as certificate holders and reference the contract number.

**16. Delivery Confirmation**

Bidders must obtain confirmation from manufacturers that the items offered are scheduled for production in sufficient time to meet the scheduled delivery dates.

**17. Billing Instructions**

Invoices will be addressed Alaska Energy Authority (AEA) 813 West Northern Lights Boulevard, Anchorage, AK 99503-2495; or emailed to [aeapayables@aidea.org](mailto:aeapayables@aidea.org). Vendor will reference the contract number on all invoices and correspondence. It is customary for AEA to make payment within 30-days of receipt of the merchandise or service, and the Vendor's invoice. Direct all billing questions to the Contracting Officer.

**18. Alterations**

The Contracting Office must approve in writing any Vendor alterations to the specifications prior to the changes. The Authority will not pay for alterations that are not pre-approved in advance and in writing by the Contracting Officer.

**19. Liquidated Damages**

Liquidated damages shall not apply to this procurement.

**20. Packaging**

The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment and short-term warehouse storage.

**21. Workmanship & Materials**

All work shall be performed in a thorough and competent manner and in accordance with current industry practices. The Vendor is responsible for the quality of the finished item. The Authority will reject any item that does not meet the specifications and return them to the Vendor. Vendors shall accept all rejected items at the Vendor's risk and expense.

**22. Contract Cancellation**

The Authority reserves the right to cancel any contract awarded as a result of this solicitation if; 1) the Vendor fails to properly perform the duties set out herein, 2) due to budget/funding issues, or 3) at its convenience upon 60 calendar days written notice to the Vendor. In the event of

cancellation at its convenience, the Authority will pay for any disassembly and shipping charges necessary to remove the machine and return it to the nearest in State dealer.

**23. Brand and Model Offered**

Unless otherwise specified, when brand names and model numbers identify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the Authority to consider the offer non-responsive and reject the bid.

**24. 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. The Authority Contract Award is the only order document that may be used to place orders against the contract(s) resulting from this ITB.

**25. Compliance with ADA**

Services or activities furnished to the general-public on behalf of the Authority must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

The Authority complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact Enterprise Technology Services at one of the following numbers to make any necessary arrangements.

**Telephone: 907-465-5758**

**Fax: 907-465-3450**

**TDD:907465-5745**

## APPENDIX B. SPECIFICATIONS

**Glycol Cooler** - Single pass, 4 row, vertical core, 4" ANSI flanged connections, epoxy or galvanized coating, expanded metal guard. 22000 BTU/min AT 75°F ambient, 240 GPM 50% ethylene glycol at 195F in, 2.5 PSI max glycol pressure drop. 7-1/2 HP, 460 V, 3 PH, motor suitable for VFD operation at 10:1 turndown ratio.

Diesel Radiator Part #DR3559 or L&M Mesabi Part # 117269. No Other Substitutes.

**Charge Air Cooler** - Single pass, vertical aluminum core, 4" flanged top connections, galvanized coating, expanded metal guard. 1340 SCFM charge air at 395F in and 110F out at 75F ambient, 34" H2O max charge air pressure drop. 5 HP, 460 V, 3 PH, motor suitable for VFD operation at 10:1 turndown ratio.

Diesel Radiator Part #3376A or L&M Mesabi Part # 117272. No Other Substitutes.

**Fuel Oil Cooler** - Horizontal core, 1-1/2" flanged connections, enamel coating, expanded metal discharge guard. 10 GPM No.1 diesel fuel, 450BTU/min with 120F max outlet temp at 80F ambient, 1 PSI max oil pressure drop. 1-1/2 HP, 208V, 3PH motor suitable for VFD operation at 10:1.

Diesel Radiator Part # DR4147-00 or L&M Mesabi Equal, No Other Substitutes.

**APPENDIX C. BID SCHEDULE**

1. **Scope** - This Invitation to Bid is for furnishing Glycol Coolers (radiators), Charge Air Coolers, and Fuel Oil Coolers as described below. The Coolers shall be in strict compliance with the preceding specifications. The quantity shall be as indicated in the Bid Schedule below.
2. **Submittals** - Submittals shall be provided to the Engineer for review and approval prior to beginning fabrication. Submittals shall include shop drawings and performance calculations.
3. **Packaging** – Package all Coolers in wooden crates. Clearly label each Cooler “**KAKE**” or “**KIPNUK**” corresponding to the project the Cooler is associated with.
4. **Point of Delivery** - All completed Gensets shall be delivered F.O.B. to the **Alaska Energy Authority shop at 2601 Commercial Drive, Anchorage, AK 99501. (907) 771-3092.**
5. **Pricing** - The Bidder shall provide unit, extended, and total prices as indicated in the Bid Schedule below. All prices shall be firm fixed prices, which include all costs and profit associated with furnishing the items as specified to the F.O.B. point by the date indicated. If awarded a contract, bidder’s firm prices will be integrated into the contract.
6. **Delivery Date** - The bid schedule lists the required delivery. This is the maximum time in calendar weeks from award of order to delivery at the F.O.B. point. In order for a bid to be considered responsive the bidder must provide a firm delivery in calendar weeks. A firm delivery greater than the time indicated may result in a bid being declared non-responsive, unless no bidders can meet the delivery schedule.

**Bid Schedule**

**7A. Lot A Kake Coolers**

Item Description	Quantity	Unit Price (\$)	Extend. Price (\$)
Glycol Coolers	2 each		
Charge Air Coolers	4 each		
Fuel Oil Coolers	1 each		
<b>Kake Lot A Sub-Total Price (\$)</b>			

**7B. Lot B Kipnuk Coolers**

Item Description	Quantity	Unit Price (\$)	Extend. Price (\$)
Glycol Coolers	2 each		
Charge Air Coolers	3 each		
<b>Kipnuk Lot B Sub-Total Price (\$)</b>			

<b>Grand Total Bid Price (\$)</b>		
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Required Delivery: 10 weeks

Firm Delivery: \_\_\_\_\_

**8. Method of Award**

A Contract shall be awarded to the responsive and responsible bidder based on the lowest total price for all items in the aggregate (Grand Total Bid Price).

**9. Progress Payments**

There will be no progress payments. Vendor shall be paid upon receipt of an invoice and acceptance of all Coolers delivered to the F.O.B. point.

**10. Acknowledge all addenda**

**Acknowledge all addenda**

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

BIDDER'S NOTICE: By signature on this form, the Bidder certifies that:

- a. The price(s) submitted are independent and without collusion.
- b. The Bidder will comply with the laws of the State of Alaska;
- c. The Bidder will comply with applicable portions of the Federal Civil Rights Act of 1964;
- d. The Bidder will comply with the Equal Employment Opportunity Act and the regulations issued there under by the State and Federal Government; and
- e. The Bidder has reviewed all terms and conditions in this Invitation to Bid.

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 Submitting Bid	Telephone Number
Address	Fax Number
Authorized Signature	E-mail Address
Print Name	Alaska Business License number DATE: _____

End of Bid Schedule.

**APPENDIX D. Debarment Certification**

**ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY  
AND ALASKA ENERGY AUTHORITY**

**CERTIFICATION OF CONTRACTOR AND LOWER-TIER PARTICIPANTS REGARDING  
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

Contractor

*PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX*

I, \_\_\_\_\_ hereby certify on behalf  
(Name and title of official)

Of \_\_\_\_\_ that:  
(Name of contractor)

- (1) The prospective contractor and lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. In the event, your company or any principals become ineligible from participating in federally funded transactions, you are required to notify us immediately.
- (2) When the prospective contractor and lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By:

\_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)