

**INVITATION TO BID (ITB) NUMBER: 09-3001-02C5012112**

***RETURN THIS BID TO THE ISSUING OFFICE AT:***



Department of Military and Veterans Affairs  
Facilities Management Office  
Building 57024, Roosevelt Rd. Fort Richardson,  
Alaska 99505

**THIS IS NOT AN ORDER**

**DATE ITB ISSUED: June 6, 2018**

**ITB TITLE:** Alaska Army National Guard AAOF Design Bid Ready Document, Nome, AK

**PREBID CONFERENCE 10:00 A.M. LOCAL ALASKA TIME ON JUNE 11, 2018, SEE PAGE #3 FOR INSTRUCTIONS.**

**SEALED BIDS MUST BE SUBMITTED TO THE DIVISION OF MILITARY AND VETERANS AFFAIRS AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE BUILDING MANAGEMENT SECTION PRIOR TO 12:00 PM ON JUNE 20, 2018. THEY WILL BE PUBLICLY OPENED AT 1:00PM ON JULY 20, 2018.**

**PROJECT LOCATION:** Nome, AAOF  
**COMPLETION DATE:** November 30, 2019

STATE OF ALASKA ITB # 09-3001-02C5012112  
Alaska Army National Guard AAOF Design Bid Ready Document, Nome, AK

**IMPORTANT NOTICE:** If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive notification of subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

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

- (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 of the following forms of evidence must be 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 statement that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion 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; and
  - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default.

Colby Thurston Building Management Specialist	COMPANY SUBMITTING BID	
TELEPHONE NUMBER (907) 428-7699	AUTHORIZED SIGNATURE	
	PRINTED NAME	
	DATE	E-MAIL ADDRESS
ALASKA BUSINESS LICENSE #	FEDERAL TAX ID #	TELEPHONE #

**ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:** Prior to the award of a contract, a bidder must hold a valid Alaska business license.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>

Phone: (907) 465-2550

Email: [license@alaska.gov](mailto:license@alaska.gov)

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) 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.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

**DAVIS-BACON Wages (Title 36.05):** Are required on this project.

**BIDDERS WITH DISABILITIES:** The State of Alaska 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 the Division of Military and Veterans Affairs at one of the following numbers no later than May 18 2018 to make any necessary arrangements.

Telephone: 907-428-7699

Fax: 907-428-7192

**COMPLIANCE WITH ADA:** By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the state 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.

**CONTRACT PERFORMANCE LOCATION:** 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 procurement 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 state to reject the bid as non-responsive, or cancel the contract.

**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/g/tip/>

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

**CONTRACT INTENT:** This Invitation to Bid (ITB) is intended to result in the acquisition of Engineered drawings, Specifications, and Estimated Construction Costs for Roof Replacement on the Alaska Army National Guard Army Aviation Operations Facility (AAOF), at Nome, for the Department of Military and Veterans Affairs.

**PREBID CONFERENCE:** There will be a **NON-MANDATORY** pre-bid conference on **June 11, 2018** beginning at **10:00AM Alaska time** in the Conference Room, located at the Facilities Maintenance Office, Building 57024 Roosevelt Road, Fort Richardson. Parking spaces are available. The conference may take several hours depending on the length of discussion of individual provisions. Participants should read the ITB and come to the meeting prepared to discuss any concerns. This will be a teleconference and potential bidders are invited to attend in person, email [mvafmocontracts@alaska.gov](mailto:mvafmocontracts@alaska.gov) for information on how to dial into the conference.

**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 state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed 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.

**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.

**FEDERAL EXCISE TAX:** The State of Alaska is exempt from Federal Excise Tax except for the following:

The State of Alaska is exempt from State Motor Fuel Taxes. The appropriate exemption forms will accompany a contract(s) resulting from this ITB. The state is not exempt from the Federal Superfund Tax.

**CONTRACT ADMINISTRATION:** The administration of this contract is the responsibility of Colby Thurston, contracting officer (or project manager), Department of Military and Veterans Affairs.

**SHIPPING DAMAGE:** The state 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 state will provide the contractor with written notice when damaged goods are received. The state 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.

**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.

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

**Proof of insurance is required for the following:**

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.

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

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Hazardous Pollution Coverage Insurance: covering all activities by the contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per occurrence.

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

**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 of 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.

**BID BOND:** Bids must be accompanied by a Bid Bond in the form of a Certified or Cashier's check in the amount of **5% of Bid Total** made payable to the State of Alaska. The Bid Bond of each successful bidder will be retained until that bidder has furnished a satisfactory Performance Bond or Individual Surety. If the successful bidder fails to deliver the required Performance Bond or Individual Surety within the time required, the Bid Bond will be forfeited to the State of Alaska. The Bid Bond of each unsuccessful bidder will be returned as soon as practical after award has been made.

Bidders must submit their Bid Bond with their bid in order to be considered responsive.

**PAYMENT BOND:** Any posted payment bonds will ensure performance over the entire term of the contract. In the event it becomes necessary for the state to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly perform and complete all obligations and work under said contract in accordance with the terms of the payment bond. A payment bond is to be in the amount of **50% of Bid Total**.

**PERFORMANCE BOND:** Any posted performance bonds will ensure performance over the entire term of the contract. In the event it becomes necessary for the state to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly perform and complete all obligations and work under said contract in accordance with the terms of the performance bond. A performance bond is to be in the amount of **50% of Bid Total**.

**INDIVIDUAL SURETY:** In lieu of a performance bond, a successful bidder may post an individual surety to ensure performance over the entire term of the contract. In the event it becomes necessary for the state to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the individual surety will be declared as liquidated damages and become due and payable to the state. By signature on this ITB, the bidder acknowledges this condition and voluntarily relinquishes any and all claims to the entire individual surety. The individual surety may be in any of the following forms:

- **CERTIFIED OR CASHIER'S CHECK:** A certified or cashier's check, made payable to the State of Alaska in the amount of **50% of Bid Total**.

**OR**

- **SPECIAL NOTICE ACCOUNT OR CERTIFICATE OF DEPOSIT:** A special notice account book or certificate of deposit, made payable to the State of Alaska in the amount of **50% of Bid Total**.

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Failure to supply this document within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

**LIQUIDATED DAMAGES:** \$190.00 per day will be assessed following the Completion Date.

**SITE INSPECTION:** Bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. The site may be inspected by contacting; **Colby M Thurston, Procurement Officer**, email: colby.thurston@alaska.gov, telephone: **907-428-7699**. Any questions the bidders have must be directed in writing to the Procurement Officer.

\*\*\*\*\***END OF SERVICE CLAUSES**\*\*\*\*\*

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[ FOR STATE USE ONLY. THIS INVITATION TO BID COVERS PR# 02C5012112 ]

## **SPECIFICATIONS / SCOPE OF WORK**

**Alaska Army National Guard AAOF Design Build Ready Document, Nome, AK**  
**Project Number: 09-3001-02C5012112**

Contractor to perform all work as required to provide Engineered Drawings, Specifications, and Estimated Construction Costs of Roof Replacement for Alaska Army National Guard Army Aviation Operations Facility (AAOF), and all related improvements, located in Nome, Alaska.

### **Site Specific Summary of Work Includes:**

- Provide Engineered Drawings for the replacement of current roof to include flashing, penetration and anchoring details.
- Provide Specifications necessary to perform replacement of current roof.
- Include Design and associated cost of exterior roof access ladder and fall protection system per 2019 OSHA standards.
- Provide Estimated Construction Costs
- Provide as **Options:**
  - Cost for Engineered Drawings, Specifications, and Estimated Construction Costs for replacement of current siding to include flashing details for windows, doors, and transitions.

Regulations:  
OSHA standard 1910.28

### **ENVIRONMENTAL:**

All applicable Federal and State regulations pertaining to Architectural and Engineering Design

## **ATTACHMENTS**

- 1) Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form.
- 2) DMVA FMO Federally Funded Contracts Supplemental Requirements.
- 3) Bid Bond
- 4) Bid Form

## **BIDDER'S CHECKLIST**

Bidders are strongly encouraged to use this checklist when assembling their bid package. **All required documents must be received within DMVA/DAS Procurement Office prior to the deadline set for receipt of bids for your bid to be considered responsive:**

**\_\_\_ 1. Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form.**

One signed copy of the Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form for the bidder; and

**\_\_\_ 2. DMVA FMO Federally Funded Contracts Supplemental Requirements:**

One signed copy of the DMVA FMO Federally Funded Contracts Supplemental Requirements for the bidder; and

**\_\_\_ 3. MANDATORY RETURN Amendment(s).**

Written acknowledgement of any MANDATORY RETURN amendment(s) issued for this ITB; and

**\_\_\_ 4. Bid Bond**

Bid Bond in the form of a Certified or Cashier's check in the amount of **5% of Bid Total** made payable to the State of Alaska; and

**\_\_\_ 5. Completed Page 2 of this ITB.**

One completed and signed copy of Page 2 of this ITB; and

**\_\_\_ 6. Bid Form and Bidder Information.**

One completed and signed copy of the Bid Form with Bidder Information attached to this ITB.

**Attachment #1**

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

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

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

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

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Name and Title of Authorized Representative

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Signature

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Date

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES  
NO
2. If YES, please provide either the DUNS Number \_\_\_\_\_ or the Cage  
Code \_\_\_\_\_.
3. If NO, the company must be enrolled in SAM before a contract can be signed or payment  
made on a contract involving Federal funds. Failure to do so will result in cancellation of the  
contract
- 4.

### **Instructions for Certification**

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**- END OF Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion  
Lower Tier Covered Transactions -**

**Attachment #2**

**Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013**

**Section 801. Applicable Law.**

*The Successful Contractor will comply with the following Applicable Laws. To view any referenced Laws or Statutes in their entirety please contact the Project Manager.*

**Section 802. Governing Regulations.**

This contract and the parties involved with this contract will comply with, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and NGR 5-1.

**Section 803. Nondiscrimination.**

This contract and the parties involved with this contract will comply with the following national policies prohibiting discrimination:

- A. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.
- B. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.
- C. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.
- D. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- E. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

**Section 804. Lobbying.**

- A. The State covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.

- B.** The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

**Section 805. Drug-Free work Place.**

This contract and the parties involved with this contract will comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

**Section 806. Environmental Protection.**

- A.** The contractor and all parties, under this contract, agree that its performance under this Agreement shall comply with:
- i.** The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
  - ii.** Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
  - iii.** The Resources Conservation and Recovery Act (RCRA);
  - iv.** The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
  - v.** The National Environmental Policy Act (NEPA);
  - vi.** The Solid Waste Disposal Act (SWDA));
  - vii.** The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
  - viii.** To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
- B.** In accordance with the EPA rules, the party further agrees to also identify to the awarding agency (*State of Alaska \ Department of Military and Veterans Affairs \ Facilities Management Office*) any impact this award may have on:
- i.** The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no



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action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

- ii. Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
- iii. Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
- iv. Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
- v. Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
- vi. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

**Section 807. Use of United States Flag Carriers.**

- A. The contractor and the parties involved, under this contract, agree that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
- B. The contractor and the parties involved, under this contract, agree that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

**Section 808. Debarment and Suspension.**

This contract and the parties involved will comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR Part 180, as implemented by the DoD in 2 CFR Part 1125. The State agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the State enters into transactions that are “covered transactions” under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR Part 1125.

**Section 809. Buy American Act.**

The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a, et seq.). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

**Section 810. Uniform Relocation Assistance and real Property Acquisition Policies**

The State covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

**Section 811. Copeland “Anti-Kickback” Act.**

The State and the contractor and all parties involved with this contract covenants and agrees that it will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland “Anti-Kickback” Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

**Section 812. Contract Work Hours and Safety Standards Act.**

The State and the contractor and all parties involved with this contract covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

**Section 813. Central Contractor Registration and Universal Identifier Requirements.**

The contractor and all parties involved with this contract agree to comply with the Central Contractor Registration and Universal Identifier Requirements as indicated below:

**A. Requirement for Central Contractor Registration (CCR)**

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

**B. Requirement for Data Universal Numbering System (DUNS) Numbers**

If you are authorized to make sub awards under this award, you:

- i. Must notify potential sub-recipients that no entity (see definition in paragraph C of this award term) may receive a sub-award from you unless the entity has provided its DUNS number to you.
- ii. May not make a sub-award to an entity unless the entity has provided its DUNS number to you.

**C. Definitions**

For purposes of this award term:

- i. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the [www.sam.gov](http://www.sam.gov) Internet site.
- ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- iv. Sub-award:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program

for which you received this award and that you as the recipient award to an eligible sub-recipient.

- b.** The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, ``Audits of States, Local Governments, and Non-Profit Organizations").
  - c.** A sub-award may be provided through any legal agreement, including an agreement that you consider a contract.
- v.** Sub-recipient means an entity that:
  - a.** Receives a sub-award from you under this award; and
  - b.** Is accountable to you for the use of the Federal funds provided by the sub-award.

#### **Section 814. Reporting Sub-awards and Executive Compensation**

The contractor agrees to comply with the Reporting Sub-awards and Executive Compensation requirements indicated below:

##### **A. Reporting of first-tier sub-awards**

- i.** Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).
- ii.** Where and when to report.
  - a.** You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrs.gov>.
  - b.** For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2012, the obligation must be reported by no later than December 31, 2012).
- iii.** What to report. You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

##### **B. Reporting Total Compensation of Recipient Executives.**

- i.** Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- a. the total Federal funding authorized to date under this award is \$25,000 or more;
  - b. in the preceding fiscal year, you received—
    - i) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,
    - ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,
      - a) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- ii. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
  - a. As part of your registration profile at <https://www.sam.gov>.
  - b. By the end of the month following the month in which this award is made, and annually thereafter.

### C. Reporting of Total Compensation of Sub-recipient Executives

- i.** Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if—
- a.** in the sub-recipient's preceding fiscal year, the sub-recipient received--
    - i)** 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
    - ii)** \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
    - iii)** The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to

the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

- ii. Where and when to report. You must report sub-recipient executive total compensation described in paragraph c.1. of this award term:
  - a. To the recipient.
  - b. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

**D. Exemptions**

- i. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- ii. Sub-awards; and,
  - a. The total compensation of the five most highly compensated executives of any sub-recipient.

**E. Definitions. For purposes of this award term:**

- i. Entity means all of the following, as defined in 2 CFR part 25:
  - a. A Governmental organization, which is a State, local government, or Indian tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization;
  - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Sub-award:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iv. Sub-recipient means an entity that:
  - a. Receives a sub-award from you (the recipient) under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the sub-award.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - a. Salary and bonus.

- b.** Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- c.** Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- d.** Change in pension value. This is the change 'In present value of defined benefit and actuarial pension plans.
- e.** Above-market earnings on deferred compensation which is not tax-qualified.
- f.** Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**Contractor Acknowledgement and Acceptance:**

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**Contractor Business  
Entity Name**

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**Signature – Authorized Representative**

**Date**

**- END of Supplemental Requirements for DMVA \ FMO Federally Funded Contracts |  
2013**

STATE OF ALASKA ITB # 09-3001-02C5012112  
Alaska Army National Guard AAOF Design Bid Ready Document, Nome, AK

**Attachment #3**

	<b>STATE OF ALASKA</b> <b>DEPARTMENT OF MILITARY AND VETERANS AFFAIRS</b>		
	<b>BID BOND</b>		
	For		
AAOF Design Bid Ready Document, Nome, AK Project Number: 09-3001-02C5012112			
DATE BOND EXECUTED: _____			
PRINCIPAL (Legal name and business address):		TYPE OF ORGANIZATION:	
		<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation	
		STATE OF INCORPORATION:	
SURETY (IES) (Name and business address):			
A.	B.	C.	
PENAL SUM OF BOND:		DATE OF BID:	
<p>We, the PRINCIPAL and SURETY above named, are held and firmly bound to the State (State of Alaska), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.</p> <p>THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid in writing, date as shown above, on the above-referenced Project in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefor, and is required to furnish a bond in the amount stated above.</p> <p>If the Principal's bid is accepted and he is offered the proposed contract for award, and if the Principal fails to enter into the contract, then the obligation to the State created by this bond shall be in full force and effect.</p> <p>If the Principal enters into the contract, then the foregoing obligation is null and void.</p>			
<b>PRINCIPAL</b>			
Signature(s)	1.	2.	3.
Name(s) & Title(s) (Typed)	1.	2.	3.
See Instructions on Reverse			Corporate Seal



STATE OF ALASKA ITB # 09-3001-02C5012112  
Alaska Army National Guard AAOF Design Bid Ready Document, Nome, AK

**CORPORATE SURETY(IES)**


<b>Surety A</b>	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	
<b>Surety B</b>	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	
<b>Surety C</b>	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

**INSTRUCTIONS**

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the bid opening date.

STATE OF ALASKA ITB # 09-3001-02C5012112  
Alaska Army National Guard AAOF Design Bid Ready Document, Nome, AK

**Attachment #4**

	STATE OF ALASKA DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
	<b>BID FORM</b>
for	
AAOF Design Bid Ready Document, Nome, AK Project Number: 09-3001-025012112	
by	
Company Name	
Company Address (Street or PO Box, City, State, Zip)	
<b>TO THE CONTRACTING OFFICER, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES:</b>	
<p>In compliance with your Invitation to Bid dated _____, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of the above-referenced Project, located at or near _____, Alaska, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of _____ sheets, which is made a part of this Bid.</p> <p>The Undersigned declares that he has carefully examined the contract requirements and that he has made a personal examination of the site of the work; that he understands that the quantities, where such are specified in the Bid Schedule or on the plans for this project, are approximate only and subject to increase or decrease, and that he is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the Contract Documents.</p> <p>The Undersigned hereby agrees to execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying bid guarantee shall be forfeited to the State of Alaska, Department of Transportation and Public Facilities as liquidated damages, and the said Contracting officer may proceed to award the contract to others.</p> <p>The Undersigned agrees to commence the work within 10 calendar days, and to complete the work within _____ calendar days, after the effective date of the Notice to Proceed, or by _____, unless extended in writing by the Contracting Officer.</p> <p>The Undersigned proposes to furnish Payment Bond in the amount of <b>50%</b> (of the contract) and Performance Bond in the amount of <b>50%</b> (of the contract), as surety conditioned for the full, complete and faithful performance of this contract.</p>	

STATE OF ALASKA ITB # 09-3001-02C5012112  
Alaska Army National Guard AAOF Design Bid Ready Document, Nome, AK

The Undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each).

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

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**NON-COLLUSION DECLARATION**

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he nor the firm, association, or corporation of which he is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

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The Undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing his signature below:

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Typed Name and Title

(    )  
\_\_\_\_\_  
Phone Number

(    )  
\_\_\_\_\_  
Fax Number