



**Request for Proposals (RFP)
RFP # VSW-KTB-2019-20**

**City of Thorne Bay, Alaska
Water Plant and Wastewater Plant Improvement Contractor**

**Department of Environmental Conservation
Village Safe Water Program**

Date of Issue: December 21, 2018

Proposal Due Date & Time: January 17, 2019 3:00PM AKST

TABLE OF CONTENTS

SECTION	<u>PAGE #</u>
1.0 PURPOSE OF THE RFP	3
2.0 BACKGROUND	3
3.0 SCOPE OF SERVICES	4
4.0 MINIMUM QUALIFICATIONS AND EXPERIENCE	9
5.0 RFP AND CONTRACT SCHEDULE	9
6.0 PROCESS FOR SUBMITTING PROPOSALS	9
7.0 BONDS	10
8.0 PRE-PROPOSAL CONFERENCE	11
9.0 PROPOSAL PREPARATION COSTS	12
10.0 PROPOSAL FORMAT GUIDELINES AND EVALUATION SCORING	12
11.0 MBE/WBE PREFERENCE	15
12.0 CORRECTION AND WITHDRAWAL OF PROPOSALS	15
13.0 PUBLIC RECORD	16
14.0 ASSISTANCE TO PROPOSERS WITH A DISABILITY	16
15.0 FEDERAL DEBARMENT CERTIFICATION AND BYRD ANTI-LOBBYING AMENDMENT	16
16.0 ALASKA BUSINESS LICENSE	17
17.0 INSURANCE	17
18.0 DEFICIENCIES WITH SERVICES AND MATERIALS	17
19.0 INCORPORATION INTO CONTRACT	17
20.0 CONTRACT AMENDMENTS	17
21.0 PROTEST PROCEDURE	17

1.0 PURPOSE OF THE RFP

On behalf of the City of Thorne Bay, Alaska, the Department of Environmental Conservation (DEC), Village Safe Water (VSW) Program is requesting proposals for a Water Plant and Wastewater Plant Improvement Contractor.

The Procurement Officer for this RFP is:

Christine Mash, Procurement Officer
Department of Environmental Conservation
Village Safe Water Program
555 Cordova Street, 4th Floor
Anchorage, Alaska 99501
Telephone: 907-269-0291
Email: DECDAProcurement@alaska.gov

2.0 BACKGROUND

The City of Thorne Bay drinking water plant and wastewater treatment facility require upgrades. The upgrades include:

Phase 1 – Modifications to the water plant building and electrical power supply;
Phase 2 – Pressure filter upgrades and installation of owner-furnished nanofiltration equipment;
Phase 3 – Installation of owner-furnished wastewater plant UV disinfection equipment and power supply.

Phase 1 water plant scope of work includes constructing an addition to the water plant building and replacing the building roof. The work includes significant demolition, construction of the building addition, a new roof, and moving and replacing the electrical service. The water treatment process shall continue during the work, though short interruptions are acceptable. The water treatment plant control panel (WTCP) is owner furnished.

The phase 2 water plant scope of work, includes process piping modifications, filter motor valve installation and wiring, and installation of the nanofiltration equipment. Phase 2 work will not begin until the phase 1 work is substantially complete. Startup of the automated filter operation will include the services of an owner provided system integrator, whose services include fabrication and programming of the WTCP. Startup of the nanofiltration unit shall happen after the filter operation is complete. Nanofiltration supplier personnel will be on site to startup the nanofiltration equipment.

Phase 3 wastewater plant upgrades include installation of owner-furnished UV disinfection equipment. The installation of UV disinfection equipment requires modifying the existing chlorine contact basin and addition of railing, stairs, and hoist. Power and control to the UV unit and appurtenances will be installed.

Additive alternate #1 includes contractor procurement and installation of a backup generator and automatic transfer switch to serve the wastewater treatment facility.

3.0 SCOPE OF SERVICES

Part - 1. General Scope Statement

The City of Thorne Bay Water Treatment Plant (WTP) and Wastewater Plant (WWP) require upgrades. The upgrades include:

Phase 1 – WTP Building Modification;

Phase 2 – WTP Filter Automation and Nanofiltration Installation;

Phase 3 – WWP UV Equipment Installation.

- A. **Phase 1 – WTP Building Modification** includes constructing an addition to the water plant building and replacing the building roof. The work includes significant demolition, construction of the building addition, a new roof, and moving and replacing the electrical service. The water treatment process shall continue during the work, though short interruptions are acceptable. The WTP control panel (WTCP) is owner furnished.
- B. **Phase 2 – WTP Filter Automation and Nanofiltration Installation** includes process piping modifications, filter motor valve installation and wiring, and installation of the nanofiltration equipment. Phase 2 work will not begin until the phase 1 work is substantially complete. Startup of the automated filter operation will include the services of an owner provided system integrator, whose services include fabrication and programming of the Water Treatment Plant Control Panel (WTCP). Startup of the nanofiltration unit shall happen after the filter operation is complete. Nanofiltration supplier personnel will be on site to startup the nanofiltration equipment.
- C. **Phase 3 – WWP UV Equipment Installation** include installation of owner-furnished UV disinfection equipment. The installation of UV disinfection equipment requires modifying the existing chlorine contact basin and addition of railing, stairs, and hoist. Power and control to the UV unit and appurtenances will be installed.
- D. **WWP, Additive alternate #1** includes contractor procurement and installation of a backup generator and automatic transfer switch to serve the WWP.

Part - 2. Detailed Scope Statement

A. Phase 1, WTP Building Modification

The following list of tasks by broad category describes the Scope of Work. The list of tasks is neither complete nor necessarily sequential.

- 1. Demolition and Preparation (WTP Sheets A01, A02, and A03) task list (not sequential).
 - a. Remove equipment on the outside walls of the existing structure;
 - b. Remove the building siding and trim;
 - c. Remove roof and roof structure and provide bracing as required;
 - d. Remove column footing bases along the outside edge of the existing roof extension support;
 - e. Remove four portions of the existing northwest wall to prepare to construct access to new building addition and spread footings for the new roof columns;
 - f. Move and temporarily house the existing generator;
 - g. Remove generator room walls;

- h. Remove existing electrical equipment (see below electrical).
2. WTP Building Foundation and subsurface construction (WTP sheets C01, S1.0, S2.0, S4.1, S4.2, E02, E04)
- a. Construct floor drain, and new drain piping (C01);
 - b. Construct wastewater drain lines below the new floor (D18);
 - c. Construct subsurface electrical conduit (E02, E04);
 - d. Install foundation sub-grade, a nominal 12-inch depth of $\frac{3}{4}$ -inch minus road grade gravel;
 - e. Form and pour reinforced concrete slab, with nominal 6-inch depth and thickened around the perimeter and placing steel as proscribed. Install the Portal Frame;
 - f. Construct concrete spread footings and pilasters, anchoring as required.
3. WTP Building Addition Walls and Roof Erection (WTP sheets S1.0, S3.0, S4.0, A07, A08, A09, A10)
- a. Erect roof columns and bracing;
 - b. Frame the building addition wall;
 - c. Frame the roof;
 - d. Finish the roof with standing seam metal roof per AO7;
 - e. Construct the new generator room walls including framing in the louver penetrations;
 - f. Install the existing generator set;
 - g. Install doors per the AO8 door schedule;
 - h. Finish walls per AO7 schedule.
4. WTP Mechanical construction (WTP sheets M01, and M02)
- a. Install vents in the chemical rooms. Remove fan and seal penetration from chemical room to new addition room;
 - b. Install Toyostove in the building addition. Plumb fuel supply line;
 - c. Install generator set;
 - d. Install generator room appurtenances - exhaust and thimble, louver and motorized damper, gravity damper, generator set fuel supply system (see notes sheet M01).
5. WTP Electrical Demolition (WTP sheets E01, E03)
- The core WTP process functions need to remain operational during the work because the City only has a few hours of water storage. Water treatment function shall be interrupted only by closely coordinating with the City operators and the engineer.
- a. The following functions are not necessarily a complete list of critical functions.
 - i. Chlorine feed pump;
 - ii. Polymer feed pump;
 - iii. Power supply to the lake pump;
 - iv. Turbidimeter function;
 - v. Lights;
 - vi. Select unit heater function.
 - b. Core plant processes that are important but are operated intermittently include
 - i. Backwash pump;
 - ii. Chlorine room exhaust fan;
 - iii. Chemical room exhaust fan;

- iv. Re-circulation pump.
- 6. WTP Electrical Service Construction (WTP sheets E04, E05, E08, E09, E10)
 - a. Construct new electrical service. Install equipment listed on the Sheet E08 “Electrical Equipment Schedule” including but not limited to the following:
 - i. 3-phase meter base, surge protection, grounding system, and service drop assembly;
 - ii. Relocate Main Distribution Panel (MDP);
 - iii. Panel A (Building Panel);
 - iv. Relocate existing automatic transfer switch;
 - v. Relocate existing generator and battery charger (Mechanical is described elsewhere);
 - vi. 45 KVA transformer with ground; and
 - vii. Buried conductor (feeder) serving power to the lake pump.
 - b. Install electrical lighting and receptacles (WTP sheets E05 and E04) including:
 - i. Wall mount outdoor lights, and indoor emergency exit lights;
 - ii. Pendant mount light fixtures per the notes;
 - iii. Simplex and duplex receptacles per the circuits identified in panel A (E09);
 - iv. Chemical room exhaust fan; and
 - v. Unit heaters.
 - c. The chemical feed pumps (CF-500, CF-501, and CF-100) will be powered up and wired to the WTCP.
 - i. The polymer feed system includes the polymer feed pump, streaming current detector and flow meter. Until the WTCP is installed by others, operation of the polymer feed pump will be adjusted daily independent of the SCD;
 - ii. The chlorine feed pump and the soda ash pump shall be flow paced when the WTCP is installed and wired. Until that time, the Soda Ash and chlorine pump shall be operated manually;
 - iii. The chlorine analyzer will not be used to control the chlorine pump stroke or speed.
 - d. Temporary power to core process instrumentation will be maintained.
 - i. Turbidimeters;
 - ii. Flow meters;
 - iii. Pressure Switch.
- 7. WTP Building Finish construction (WTP sheets E02, C01)
 - a. Construct and power up the yard lights and radio repeater (sheet E02 note items 5, 10, and 6);
 - b. Construct sidewalk around the building;
 - c. Install fuel tank.

B. Phase 2, WTP Filter Automation and Nanofiltration Installation

- 1. Install Self-Backwashing Screen (WTP sheets D03, D13, D14, D15, D17) (*Tie-Points 1, and 2*)
 - a. Procure self-backwashing screen;
 - b. Remove piping equipment as proscribed;

- c. Install equipment/piping between “tie points” 1, and 2;
 - d. Construct new branch exiting front of building.
2. Install and wire WTCP. WTCP shall be provided by owner and fabricated by the System Integrator.
3. Install process instrument and equipment power, including but not limited to the following:
 - a. Back wash pump;
 - b. Re-circulation pump.
4. Integrate the WTCP with the Phase 1 equipment and instruments. (WTP sheets E07, E09, E10, E11, E12, E13)
 - a. Monitor turbidity for each turbidimeter (WTP sheet E10);
 - b. Monitor production and backwash flow condition and rate (WTP sheet E10);
 - c. Enable the polymer and chemical feed outlets per conditionals (WTP sheet E11);
 - d. Signals from the phase 1 equipment and instrumentation wired to the panel in phase 1 should be reflected in the partially enabled WTCP;
 - e. Connect fiber optic modem to WTCP (Modem and fiber optic to water plant by others).
5. Automate and upgrade the WTP filter function (WTP sheets D04, D05, D06, D07, D14, D15, D16, D18, D19, D20, E04, E06, E10, E11)
 - a. Submit the startup plan for automating the filter operation;
 - b. Install Air Blower (B-200) and air piping (WTP sheet E10);
 - c. Install, wire (for power and control), and coordinate with the owner’s system integrator to test the valve motor actuators (WTP sheet E10);
 - d. Coordinate with the owner’s system integrator to integrate the WTCP with the filter operation, so that manually initiated, the filters go through backwash, filter-to-waste, and into production mode;
 - e. Coordinate with owner’s system integrator to test and demonstrate filter function.
6. Install nanofiltration equipment (WTP sheets D08, D09, D14, D15, D16, D21) (*Tie-Point 3, 5, 6, and 7*)
 - a. Install the nanofiltration skid, pump, and other;
 - b. Install nanofiltration supply and return piping;
 - c. Install the nanofiltration control panel;
 - d. Wire the various elements per the nanofiltration equipment specifications;
 - e. Coordinate with nanofiltration supplier and the owner’s system integrator to start up, test, and demonstrate the nanofiltration operation.

C. Phase 3, WWP UV Equipment Installation

1. Complete demolition of chlorine contact basin elements per the Plans (WWP sheet M01)
 - a. Saw, cut, and remove “broad crested weir to specified elevation;
 - b. Remove telescoping valve (located in the contact basin channel) and handrail (to accommodate stairwell).
2. Install pipe from extended aeration treated wastewater supply line (8-inch) to the new UV disinfection channel. (WWP sheets M02, M03)
 - a. Develop and submit temporary wastewater bypass plan;
 - b. Install the tee and isolation valves to the supply line from extended aeration unit;
 - c. Install piping through existing wall and new wall per the specified penetration details. Install meter.
3. Steel Work and Concrete Work (WWP sheets S01, S02, S03, S04, S05, and S06)
 - a. Install W10x22 I beam, the angle iron for the bar grating platform;
 - b. Frame, reinforce, and pour concrete bulkhead. Seal;
 - c. Raise the UV unit channel floor. Fill with 3.5-feet of clean gravel. Form, reinforce, and pour new channel floor;
 - d. Frame, reinforce and pour walls of the UV channel;
 - e. Frame, reinforce and pour UV equipment pad.
4. Install access stairs and handrails (WWP sheets S04, S05)
 - a. Install the stair anchors, stairs;
 - b. Install the guardrail;
 - c. Install bar grating platform.
5. Install Glasco UV Equipment (WWP sheets M03, M04, M05, M06, M07)
 - a. Install and anchor the hoist;
 - b. Install the control panel and air compressor;
 - c. Plumb the air supply;
 - d. Install finger weir.
6. Install Electrical power and control unit (WWP sheets E01, E02, E03, E04, E05)
 - a. Install new circuits and circuit overload protection in Panel LM (E03, E04);
 - b. Install Sensaphone auto dialer panel (WWP sheet E05);
 - c. Install buried power and control conduit and conductor to UV Control Panel and air compressor. Install Buck Boost transformer (WWP sheet E03);
 - d. Wire Flow Meter, Float Switch, and UV Units;
 - e. Wire UV control and operation system;
 - f. Startup system with manufacturer and owner.

D. WWP, Additive Alternate #1`

- a. Procure generator equipment and automatic transfer switch;
- b. Install standby power generator (WWP sheet C02, E03, E04, and E05);
- c. Construct generator pad. See specifications for allowable generator set;
- d. Install power and control conduit and power to the Automatic Transfer Switch. See sheet notes on WWP sheet E03.

4.0 MINIMUM QUALIFICATIONS AND EXPERIENCE

Minimum qualifications:

General contractor's license in State of Alaska

Electrical specialty contractor license and electrical administrator's license.

Mechanical specialty contractor's license mechanical administrator's license.

Materials testing firm.

Offerors shall state in their proposal how they meet the minimum qualifications and experience.

Proposals that do not describe how the offeror meets the minimum qualifications and experience shall be deemed non-responsive and disqualified from consideration.

5.0 RFP AND CONTRACT SCHEDULE

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days:

Issue RFP:	December 21, 2018
Pre Proposal Meeting:	January 3, 2019 3:00 p.m. (AKST)
RFP question submission deadline:	January 9, 2019 3:00 p.m. (AKST)
Deadline for Receipt of Proposals:	January 17, 2019 3:00 p.m. (AKST)
Proposals Evaluation Committee complete evaluation by:	Week of January 21, 2019
State of Alaska issues Notice of Intent to Award approximately:	Week of January 28, 2019
Contract start approximately:	Week of February 11, 2019

6.0 PROCESS FOR SUBMITTING PROPOSALS

Proposals shall be submitted using the format as indicated in section 10.0 "Proposal Format Guidelines and Evaluation Scoring." Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional or business marketing material beyond those sufficient to provide a complete, accurate and reliable presentation of each firm's business capability to perform the scope of work outlined in this RFP.

The sealed proposal package(s) may be hand delivered, or U.S. mail or any delivery service to the Procurement Officer noted in the proposal. Oral proposals, faxed, or emailed proposals are not acceptable. The Schedule of Values shall be provided in a separate, sealed envelope within the proposal package.

Offeror's shall submit four original copies of their proposal and one electronic version of their proposal on a CD/ or DVD to:

**Department of Environmental Conservation
Village Safe Water Program
Attention: Procurement Officer
555 Cordova Street, 4th Floor
Anchorage, AK 99501**

Proposals shall be received no later than 3:00 p.m. Alaska Time on January 17, 2019. Faxed, oral or mailed proposals are not acceptable. Proposals submitted after the deadline established for submitting proposals shall be deemed non-responsive and disqualified from consideration.

Questions regarding this RFP shall be addressed in writing (email preferred) to the Procurement Officer. The deadline for submission of questions is 3:00 p.m. Alaska Time, January 9, 2019. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective proposal.

No questions other than written will be accepted and no response other than written will be binding upon the VSW Program. If a question from a prospective offeror would result in a change to the RFP or a clarification of the RFP, an amendment will be published and issued to all RFP registrants by email.

This RFP does not commit the City of Thorne Bay or the VSW Program to award a contract. Neither the City of Thorne Bay nor the VSW Program is responsible for any work done prior to a contract being signed by the City of Thorne Bay and the contractor. If additional work is required that is not part of the contract, the contractor will provide a proposal with a written description of the additional work, the projected time schedule and a fee for accomplishing the additional work. Work will not commence until an amendment is signed by both parties. The Contractor shall not exceed ten (10) percent markup fee for subcontractor costs. All other expenses can be direct billed with labor included.

All proposals will become the property of the City of Thorne Bay and the VSW Program. If any proprietary or business confidential information is contained in the proposal, it should be clearly identified by the offeror. If the Procurement Officer agrees with the offeror's assertion of proprietary/business confidential information in their proposal, the applicable sections will be redacted before a public information request is released to the requester.

7.0 BONDS

BID Guarantee

- Bid Guarantee/Bid Bond: Offerors are required to submit a bid guarantee/bid bond with their proposal, by the deadline time/date set for opening proposals. The bid guarantee/bid bond shall be furnished by a corporate surety qualified to do business in Alaska and otherwise acceptable to the VSW Thorne Bay Project. The bid guarantee/bid bond shall be equivalent to 5% of the proposal price and shall reference the Village Safe Water Thorne Bay Project and RFP# VSW-KTB-2019-20. The Procurement Officer will return bid guarantees/bid bonds to:

Unsuccessful offerors as soon as practicable after the opening of proposals; and

To the successful offeror upon execution of a Construction Services Standard Contract.

If the successful offeror fails to enter into a contract, then the obligation to the VSW (enter location) Project created by the bid guarantee/bid bond shall be in full force and effect. If the successful offeror enters into a contract, then the bid guarantee/bid bond obligation shall be null and void.

Offerors that fail to submit the required documentation, as identified above, before the deadline set for receipt of proposals shall be deemed non-responsive.

Performance and Payment Bonds

- Within ten (10) calendar days of request from the VSW (enter location) Project, the contractor shall furnish, prior to commencing any work, performance and payment bonds furnished by a corporate surety qualified to do business in Alaska and otherwise acceptable to the VSW (enter location) Project, each with a penal sum equaling 100% of the contract sum. The performance bond shall name as obliges the Village Safe Water (enter location) Project and any other entity as required elsewhere in the contract documents or proposal requirements.

Required Documentation from Offerors:

- Minimum Qualifications and Experience – **in accordance with Section 4**
- Proposal – **in accordance with Section 10**
- Completed Federal Debarment Certification Form (1 page) – **Appendix B**
- Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions Form (2 pages) – **Appendix C**
- Offerors fee schedule for project

Pamphlet No. 600

- For all contracts resulting from this proposal, the contractor agrees to comply with all requirements of Alaska Statute 36.05, entitled Public Contracts, Wage & Hour Administration, including the latest State of Alaska Department of Labor & Workforce Development - Laborers and Mechanics Minimum Rates of Pay – Pamphlet No. 600. <http://www.labor.state.ak.us/lss/pamp600.htm> is the website link for the current document.

8.0 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be conducted.

A pre-proposal conference will be held at **3:00 P.M.**, Alaska Time, on **January 3, 2019** in the conference room on the **1ST** floor of the **DEPARTMENT OF ENVIRONMENTAL CONSERVATION** building at **555 Cordova Street** in **ANCHORAGE**, Alaska. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the Procurement Officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

9.0 PROPOSAL PREPARATION COSTS

The City of Thorne Bay and the VSW Program are not liable for any costs incurred by the offeror in proposal preparation.

10.0 PROPOSAL FORMAT GUIDELINES AND EVALUATION SCORING

The RFP shall follow the format and content requirements described below. The RFP shall be typed on standard 8.5" X 11" paper, the font shall be no smaller than 12 point and margins shall be at least 1" all the way around the page. The evaluation scores will be on a 100 point scale as defined in this section. All proposals will be evaluated and scored using the following criteria and total points basis.

Proposals that do not meet the format, content requirements and page limits shall be deemed non-responsive and disqualified from consideration.

The proposals will be evaluated based on cost, qualification and experience of the team, and thoroughness and reasonability of the approach. The offeror shall provide the following in the submittal.

Cover Letter = 0 points

Provide a cover letter that includes the offeror's Alaskan Business License number and introduces the offeror's team. The cover letter should be signed by someone able to bind the firm. The cover letter will not be scored.

Limit two pages

Work Plan and Approach = 25 points

- a. Provide a water treatment plant construction work plan that describes your firm's approach to the water plant construction including the sequence of work and a Gantt chart. Discuss approach and use of team resources and subcontractors. Besides those itemized in b. and c. herein, identify risks to schedule and cost.
- b. Describe plans and means to protect water treatment processes and electrical equipment within the water plant during the transition between roof demolition and roof replacement.
- c. Provide a plan to maintain water production/treatment during transition from existing electrical service and distribution to the new electrical service and distribution.
- d. Provide a work plan to install the UV Disinfection unit at the wastewater plant. Include a Gant chart of the work. Discuss approach and use of team resources and subcontractors. Discuss risks to schedule and cost.

(5 pages, not including Gantt Chart)

Qualifications and Experience = 20 points

- a. Minimum qualifications:
 - i. General contractor's license in State of Alaska
 - ii. Electrical specialty contractor license and electrical administrator's license.
 - iii. Mechanical specialty contractor's license mechanical administrator's license.
 - iv. Materials testing firm.
- b. Project experience -- The interested offeror will be evaluated on successful similar projects. The offeror should identify projects of similar work including:
 - i. Commercial building modification or addition, and re-roof construction.
 - ii. Commercial electrical work of a similar nature, such as replacing power and control wiring;
 - iii. Commercial plumbing and mechanical experience.
 - iv. Commercial work on Prince of Wales Island or in Southeast Alaska.

Projects should include the following:

Client and Project Name
Brief description of the project
Contact Person
Years project occurred

Phone and Email Contact Information

- c. Claims History
 - i. Has the firm failed to complete work awarded to it in the last 5 years;
 - ii. Are there any judgements, claims, arbitration proceedings, or suits pending or outstanding against your firm or organization or its officers?
 - iii. Has the firm failed any lawsuits or requested arbitration with regard to construction contract(s) within the last 10 years?

Limit four pages

Safety Record = 5 points

- a. Briefly describe your firm's philosophy and approach toward safety.
- b. Provide your current Workmen's Compensation Insurance Multiplier, which will be scored comparatively with other proposing firms. The higher the multiplier, the lower the score.

Limit two pages

References = 5 points

Facilities procurement staff will run a reference check on three of the offeror's former clients. (5 pts)

Cost proposals = 40 points

Provide a cost proposal, a lump sum with the attached Schedule of Values. Please bind the cost proposal and schedule of values in a separate sealed manila folder. The selection committee plans to evaluate the work plan, qualifications, and references prior to and separately from the cost proposal.

The Preliminary Estimated Value of the Water plant and Wastewater work is \$1,300,000.00.

MBE/WBE Preference = 5 points

To receive the points, the qualified Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) offeror or subcontractor will provide evidence of certification and the work that they will perform. Please refer to section 10 for additional information on the MBE/WBE preference.

Limit one page

Proposal Appendices

Appendix A: provide resumes of Project Manager, key team members and sub-consultants (optional)

Appendix B: Minimum Qualifications and Experience (required)

Appendix C: Completed Federal Debarment Certification Form (required)

Appendix D: Completed Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions Form (required)

The overall score for each proposal will be the sum of the scores received for the written proposal and any MBE/WBE preference points. The offeror with the highest scoring proposal will be selected and notified of intent to award by letter. This letter will request a fee proposal for final contract negotiations in accordance with their proposal.

Award is contingent upon the successful negotiation of final contract terms and conditions with the VSW Program. Negotiations shall be confidential and not subject to disclosure to competing firms unless an agreement is reached. If contract negotiations cannot be concluded successfully, the VSW Program may negotiate a contract with the next highest scoring offeror or cancel the RFP.

The VSW Program may terminate negotiations if an offeror:

- Fails to provide required information
- Fails to begin negotiations in a timely manner
- Fails to negotiate in good faith
- Fails to reach an agreement

The VSW Program reserves the right to add terms and conditions during contract negotiations so long as they are within the scope of the RFP and will not affect the proposal ranking.

11.0 MBE/WBE PREFERENCE

Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE).

This procurement is funded in part or fully through federal grants or cooperative agreements. It is a national policy to award a fair share of contracts to Minority Firms and Women's Business Enterprises through affirmative action. The negotiated Federal "Fair Share" percentage for **fiscal years 2018 through 2019** is 3.67% MBE and 1.54% WBE. This solicitation incorporates a five point preference for all qualified minority firms and women's business enterprises.

In order to be deemed a bona fide Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) a firm must be an independent business concern which is a least fifty-one percent (51%) owned and controlled by minority group members or women.

It is the responsibility of the offeror to include in the proposal their qualifications and/or of the qualifications of their subcontractors for this preference. It is also the responsibility of the offeror claiming eligibility for this preference to pledge in the proposal that the eligible subcontractor will be **guaranteed** at least 5.21% of the proposed work.

Following is an example of how the preference points will be calculated for qualifying businesses:

MBE/WBE Offeror's Preference

[STEP 1]

Determine the number of points available to MBE/WBE eligible offerors under this preference.

Total number of points available in this example situation = 100 Points

100 x	5%	=	5
Total Points	MBE/WBE Offeror's Percentage Preference		Number of Points Available to Eligible Offerors Under MBE/WBE Preference

[STEP 2]

Add the preference points to the qualified MBE/WBE offers. In a hypothetical situation, there are three (3) offerors. After being evaluated, each received the following points:

Offeror #1	95 Points
Offeror #2	90 Points
Offeror #3	92 Points

Before preference points are calculated, offeror #1 is the apparent winner. However, in this hypothetical situation, offeror #2 and offeror #3 are eligible for the MBE/WBE preference. After adding five (5) points to their scores, offeror #3 is the new apparent winner, with ninety-seven (97) points.

12.0 CORRECTION AND WITHDRAWAL OF PROPOSALS

Proposals may be corrected, modified or withdrawn by written request received by the office designated for the proposals before the time and date set for receipt of proposals. It is the responsibility of the party submitting a written correction, modification or withdraw to follow up and confirm that the Procurement Officer has received the written correction or withdraw.

Proposals may not be corrected, modified or withdrawn after the time and date set for receipt of proposals. If a proposal contains any terms or conditions that conflict with those of this RFP, or the resulting contract, or restrict the rights of the VSW Program or City of Thorne Bay, in any way, the conflicting terms and conditions in the proposal will be considered null and void. This condition will prevail both before and after award of the contract.

13.0 PUBLIC RECORD

Proposals will be held in confidence during the proposal evaluation committee process and prior to the release of the notice of intent to award. Thereafter, all proposals will become public information, as will the score sheets from the proposal evaluation committee process.

If an offeror determines there are trade secrets or other proprietary data in their proposal which they do not wish made public, they must state so in writing to the Procurement Officer. The offeror must list the parts of their proposal they consider confidential and the reasons they consider the information confidential. The Procurement Officer will review this request and make a determination. If the Procurement Officer agrees with the request for confidentiality, the applicable sections will be redacted before a public information request is released to the requester.

14.0 ASSISTANCE TO PROPOSERS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Procurement Officer no later than five days prior to the deadline for receipt of proposals.

15.0 FEDERAL DEBARMENT CERTIFICATION AND BYRD ANTI-LOBBYING AMENDMENT

Expenditures from a contract resulting from this solicitation may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the federal government. Certification regarding debarment, suspension, ineligibility and voluntary exclusion lower tier covered transactions must be completed and submitted by the offeror to the Procurement Officer prior to contract / purchase order award (**Appendix B: Federal Debarment Certification Form**). If Contractors do not complete the Federal Debarment Certification Form shall be disqualified from consideration.

The Contractor agrees to comply with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C 1352). A certification must be completed and submitted to the Procurement Officer prior to contract award (**Appendix C: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**). If Contractors do not complete the Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions shall be disqualified from consideration.

16.0 ALASKA BUSINESS LICENSE

Prior to award of a contract, the successful offeror must hold a valid Alaska business license. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing for information on an Alaska business license.

17.0 INSURANCE

Prior to award of a contract, the successful offeror will be required to provide evidence of insurance coverage in accordance with “Article A3. Insurance”, as identified in Appendix A (General Provisions) of this RFP.

18.0 DEFICIENCIES WITH SERVICES AND MATERIALS

If services or materials are found to be unacceptable for any reason, the contractor will be required, at its own expense, to make the necessary modifications to correct the deficiencies as long as the VSW Program notifies the contractor in writing within a reasonable time of discovering the deficiency, and not more than 12 months after the date of final payment under the contract. No additional compensation will be provided where additional time, labor or materials is needed to correct such deficiencies.

19.0 INCORPORATION INTO CONTRACT

The contents of this RFP will become part of the contract. The RFP and the successful proposal will be incorporated by either reference or attachment into the resulting contract. Offerors must review the Appendix A, General Provisions prior to proposing on this RFP. The General Provisions will be included in any contract resulting from this RFP.

20.0 CONTRACT AMENDMENTS

It is anticipated that there will be amendments in the future for the required work under this contract as identified in the scope of work.

21.0 PROTEST PROCEDURE

An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner’s designee 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. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.

APPENDICES:

- Appendix A: General Provisions (10 pages).
- Appendix B: Federal Debarment Certification Form (two pages)
- Appendix C: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (three pages)

ATTACHMENTS:

- A. Plan Set – City of Thorne Bay, Alaska, *Water Treatment Plant Improvement*
- B. Specifications for City of Thorne Bay, Alaska, Water Treatment Plant Improvements
- C. Plan Set – City of Thorne Bay, Alaska, *Wastewater Disinfection Improvements*
- D. Specifications for City of Thorne Bay, Alaska, Wastewater Disinfection Improvements
- E. Nanofiltration Equipment Submittal
- F. UV Disinfection Equipment Submittal
- G. Schedule of Values

APPENDIX A

GENERAL PROVISIONS

Article A1. Payments to Contractor

A1.1: No payment will be made for services performed or materials furnished prior to the contract being signed by both the community and the contractor, or for services or materials not included within Appendix B. At least five percent of the total amount of the contract, including amendments, will be retained until all work stated in the contract including amendments is satisfactorily completed and approved by the Alaska Department of Environmental Conservation, Village Safe Water (VSW) Program.

A1.2: In all cases, the contractor shall be liable for cost overruns (*i.e.*, where the total cost for materials and labor to complete the work as detailed in Appendix B exceeds the total compensation amount stated in Appendix C or as provided for in a written amendment to this contract). It is the contractor's responsibility to budget appropriately to allow for completion of all work within the total agreed upon compensation amount. If, due to unforeseen and unavoidable circumstances, the contractor determines that costs for labor or materials shall exceed the total compensation amount, VSW may work with the contractor to amend the contract as needed.

A1.2.1: Payment shall be on either a fixed fee basis or a time and materials basis, as described in Appendix C.

A1.2.2: For payment on a fixed fee basis: Payment shall be made in accordance with the payment schedule as outlined in Appendix C. Payment will be made only after services or materials are received by the community and approved by VSW.

A1.2.3: For payment on a time and materials basis: The contractor shall prepare written invoices for all labor and materials furnished in furtherance of this contract. All invoices must be submitted to and approved by VSW. Payment shall be made in accordance with Appendix C and only after services or materials detailed on an invoice are received by the community and approved by VSW. In no case shall the sum of payments exceed the total compensation amount identified under Appendix C unless a written amendment to this contract has been agreed upon and signed by both the community and the contractor. In the event that items on an invoice are disputed, payment on the disputed items only will be withheld until the dispute is resolved.

A1.3: Only items identified on the contractor's fee estimate are eligible to be marked up once by the percentage specified. Billings submitted by the contractor that include items that have been marked up more than once will be adjusted for the correct single mark up. This contract does not allow an item to be marked up once by the subcontractor, and then again by the primary contractor, thus, no "double mark ups" are allowed.

A1.4: All services are subject to inspection and approval by VSW. If a service is found to be unacceptable (unacceptable is defined as not completed per the work order scope of services and not in accordance with Article 16. Professional Standards), the contractor shall be required to make necessary modifications to correct the deficiencies at no additional cost to the community or VSW.

The contractor shall not unreasonably withhold such corrections. Substantial failure of the contractor to perform required corrections may cause VSW to terminate the work order. If the community or VSW suffers damages associated with the unacceptable service, the community or VSW may seek compensation for these damages.

A1.5: This contract does not allow an item to be marked up once by the subcontractor, and then again by the primary contractor, thus, no “double mark ups” are allowed. Pursuant to requirements of the Federal Government’s OMB Circular A-87 regarding allowable costs, all direct costs related to travel by the contractor and its subcontractors are subject to the State of Alaska per diem rates as described in AAM 60 (Travel) unless otherwise stated in the contract.

Article A2. Indemnification

The contractor shall indemnify, hold harmless, and defend the community 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 community for a claim of, or liability for, the independent negligence of the community. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the community, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “community”, as used within this and the following insurance articles of this contract, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the community’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

Article A3. 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 contract 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, VSW shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to VSW prior to beginning work and must provide for a 30 day prior notice of cancellation, non-renewal or material change of conditions. 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.

A3.1 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 of Alaska.** The coverage shall include:

- Employer’s Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit

A3.2 Commercial General Liability Insurance: The contractor shall provide and maintain coverage for all business premises and operations used by the contractor in the performance of

services under this contract with minimum combined single limit coverage per the following schedule:

- \$1,000,000 each occurrence
- \$1,000,000 personal injury
- \$1,000,000 general aggregate
- \$1,000,000 products completed operations aggregate

The State of Alaska shall be named as an additional insured.

A3.3 Commercial Automobile Liability Insurance: The contractor shall provide and maintain coverage for all vehicles used by the contractor in the performance of services under this contract with minimum coverage limits of \$1,000,000 combined single limit per occurrence.

A3.4 Professional Liability Insurance: The contractor shall provide and maintain coverage covering all errors, omissions or negligent acts in the performance of professional services under this contract. Limits required per the following schedule:

<u>Contract Amount</u>	<u>Minimum Required Limits</u>
Under \$100,000	\$300,000 per claim/annual aggregate
\$100,000-\$499,999	\$500,000 per claim/annual aggregate
\$500,000-\$999,999	\$1,000,000 per claim/annual aggregate
\$1,000,000 or over	Refer to Risk Management

Article A4. Inspection and Reports

A4.1: VSW shall have the right to inspect, in such a manner and at all reasonable times deemed appropriate, all activities of the contractor arising in the course of contractor's performance of services under this contract.

A4.2: The contractor shall report progress in writing on a monthly basis, or other mutually agreeable basis, in such a manner as VSW's designated representative may reasonably require.

Article A5. Contract Compliance and Cure Notice

VSW reserves the right, without limitation, to monitor, audit, assess, or conduct oversight of the contractor's performance of and compliance with the terms and conditions of this contract. Contract compliance and performance audits shall be conducted in accordance with VSW practices.

In the event the contractor is not in compliance with the contract terms and conditions, either in part or in whole, VSW will provide written notice to the contractor to cure all instances of non-compliance or deficiencies. The contractor shall respond in writing or via email to the VSW that it has received the written notice of non-compliance or deficiency within 24 hours of the date of the notification by VSW. The contractor shall cure, or to the VSW's satisfaction make substantial progress towards remedy of, all instances of non-compliance or deficiencies within 30 calendar days from the date of written notification of non-compliance or deficiencies by VSW.

If the contractor fails to cure or make substantial progress towards remedy of, the instances of non-

compliance or deficiencies within the time frame above, VSW may determine the contractor to be in breach and will pursue remedial action as described in Article A7 (Remedial Action).

Article A6. Disputes

A6.1: Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Commissioner of the Alaska Department of Environmental Conservation, hereafter called the Commissioner, provided the resolution of such dispute be limited to the specified funds appropriated for the services to be performed under this contract. The Commissioner shall furnish a written decision to both the community and the contractor. The decision of the Commissioner or the Commissioner's duly authorized representative shall be final, unless within 30 days from the date of the decision, the contractor or VSW delivers a written appeal of the decision to the Commissioner. Upon receipt of an appeal, the parties involved may agree to have the dispute settled by arbitration.

A6.2: If the contractor has a claim arising in connection with the contract that it cannot resolve with VSW by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article A7. Remedial Action

In addition to any remedies available to VSW under law or equity, VSW at its sole discretion may require one or more of the following remedial actions if the contractor fails to cure findings of breach, or as otherwise provided for herein:

1. VSW may take reasonable steps to provide for such cure and may offset the costs of such cure against the contract pricing in effect at the time of occurrence of a breach;
2. Reduce and/or offset payment to reflect the reduced value of services received;
3. Require the contractor to subcontract all or part of the service at the contractor's sole cost;
4. Withhold payment or require payment of actual damages caused by a breach; or
5. Terminate the contract pursuant to Article A8 (Termination).

Withholding of payment by VSW for the failure of the contractor to perform shall not relieve the contractor from its obligations under the contract and shall not be a basis for termination by the contractor under Article A8 (Termination).

Article A8. Termination

A8.1: Termination for Convenience: VSW may also at any time for good cause, terminate this contractual agreement or suspend performance under the contract. This shall include, but is not limited to, such reasons as VSW being unable to obtain adequate funding for the project or the community no longer requiring the facilities. The contractor will be given written notice of termination at least 30 days prior to the date of termination.

A8.2: Termination for Cause: The occurrence of any of the following events shall be an event of

default under the contract and cause for termination: 1) A material breach of any term or condition of the contract; 2) Any representation or warranty by Contractor in its quote, bid or proposal that proves to be untrue or materially misleading; 3) Any default or non-compliance as otherwise specified in the contract.

VSW may terminate the contract if VSW provides the Contractor written notice of default and the Contractor has failed to cure the default within 30 calendar days. If VSW terminates the contract for default, VSW reserves the right to take any action it may deem necessary including, without limitation:

1. Exercise any remedy provided by law or equity.
2. Withhold payment until the default is remedied.
3. Offset of damages against payment due.

A8.3: In the event of termination or suspension of performance by VSW under this contract, VSW will compensate the contractor as follows:

- a) Contracts with payment on a time and materials basis: Contractor will be compensated for authorized and approved services and expenditures performed in good faith until the date of receipt of final written notice of termination or suspension.
- b) Contracts with payment on a fixed-fee basis: VSW shall choose to either 1) compensate the contractor using the method as described above for time and materials based contracts (but only if supported by sufficient documentation); or 2) pay the contractor a percentage of the total compensation under this contract equal to the percentage of work completed as of the date of receipt of written notice of termination or suspension and that can be substantiated in whole or part by the contractor to VSW's satisfaction.

A8.4: VSW may deduct from the compensation as detailed above the amount of any damages incurred by VSW as a result of the contractor failing to perform in substantial conformance with this contract or any delay caused by such breach.

A8.5: If VSW is terminating or suspending the contract for reasons unrelated to contractor's actions (*e.g.*, loss of funding for the project), VSW shall pay the contractor for reasonable costs directly related to the termination or suspension of the contract. No fee or other compensation for the uncompleted portion of the services will be paid with the exception that VSW may pay costs already incurred by the contractor, which the contractor can establish, and which would have been compensated for over the life of the contract, but because of termination or suspension would otherwise have to be absorbed by the contractor without further compensation.

A8.6: In the event of termination or suspension under this contract, regardless of the reason or party initiating the termination or suspension, the contractor shall deliver to VSW all work products, reports, estimates, schedules, and other documents and data produced or prepared pursuant to this contract.

Article A9. No Assignment or Delegation

A9.1: The contractor may not assign or delegate this contract, in whole or in part, nor any right to any of the money to be paid under it, except with the written consent of VSW.

A9.2: The contractor may not sublet any part of the work done or material furnished under this contract except with the written consent of VSW unless set forth in the contractor's response to the request for proposals.

Article A10. Changes

A10.1: This contract, including the appendices, may be changed only by written amendment signed by both the community and the contractor. No oral agreements will be considered binding under this contract. All written amendments shall become part of this contract and equal in force to other provisions contained herein.

A10.2: It is expressly understood and agreed that no claim for additional work or materials, done or furnished by the contractor and not specifically herein provided for, will be accepted by VSW unless such work is first ordered in writing by VSW. In no event shall VSW be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the contract or on written order furnished by VSW. Any such work or materials which may be done or furnished by the contractor without written order first being given shall be at the contractor's own risk, cost, and expense, and the contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished outside the scope of services outlined in the contract or without other written order.

A10.3: If at any time, VSW either verbally or in writing requests services or directs contractor to act in a manner that contractor considers outside the scope of services, contractor shall, within 30 days and prior to pursuing such instructions, notify VSW in writing. VSW shall then evaluate, and if appropriate, negotiate an amendment to this contract. Unless so notified by the contractor, VSW shall assume such instructions have not changed any provisions of this contract, including the appendices, and the contractor shall be required to complete work or furnish materials as directed by VSW. No additional payments shall be made to contractor without such notice and amendment.

Article A11. Independent Contractor

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of VSW in the performance of this contract.

Article A12. Availability of Appropriation

This contract and amendments hereto are subject to approval by VSW and are contingent upon the availability of funds administered by VSW. VSW reserves the right to terminate the contract in part or in whole if, in VSW's sole judgement, funding entities fail, neglect, or refuse to appropriate sufficient funds as may be required for VSW to continue contract payments, or if cuts or holdbacks in spending are mandated, or if funds are not budgeted or otherwise available.

Article A13. Alaska Business License

It is understood and agreed upon that an Alaska Business License (ABL) is required under Alaska statutes and that the contractor will be in the possession of a current ABL during the performance period of this contract.

Article A14. Payment of Taxes

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require any party with which the contractor subcontracts to

pay federal, State and local taxes in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by VSW under this contract.

Article A15. Ownership of Documents

All work products and deliverables, designs, plans, drawings, field notes, surveys, calculations, specifications, cost estimates, summaries, electronic files, reproducible documents, project records and any other work product necessary for or associated with the performance of this contract remain the property of VSW and may be used by VSW for any purpose without additional compensation to the contractor. The contractor shall have no claim for further employment or additional compensation as a result of exercise of these full rights of ownership of all documents and materials produced under this contract.

Any discovery or invention of copyrightable materials developed in the course of or resulting from work carried on under this contract shall be the property of VSW. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. If the source of funding for this contract is federal, any applicable federal patent and copyright rules also apply, take precedence and supersede this provision. Rights of use for public purposes of work products and/or intellectual property and/or intangible property under federally assisted projects shall be governed by the provisions of applicable federal OMB Circulars including A-110 and A-102.

The contractor, for a period of six years after the final payment under this contract, agrees to furnish and provide access to all retained materials at the request of VSW. Unless otherwise directed by VSW, the contractor may retain copies of all materials.

Article A16. Professional Standards

The contractor shall furnish services with the care and skill ordinarily used by members of the contractor's profession practicing under similar circumstances. The contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and VSW will not be responsible for discovering deficiencies therein. The contractor must correct, without additional compensation, the deficiencies resulting from the contractor's failure to perform such services in accordance with the care and skill practiced under these professional standards. Any dispute concerning said deficiencies shall be decided by a panel of three qualified and experienced professionals practicing under similar circumstances selected by VSW and the contractor. If in dispute during performance under this contract, the applicable professional standard shall be established by a panel of three qualified, impartial professionals objectively selected by VSW and the contractor and within the same occupational field.

Article A17. Legal Expenses

In the event legal action is brought by VSW against the contractor to enforce any of the obligations, terms or conditions of this contract, or arising out of any dispute under this contract, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the presiding court.

Article A18. Survival

All express representations, indemnifications or limitations of liability made or given in this contract will survive the completion of all services of the contractor under this contract or the termination of the contract.

Article A19. Severability

Any provision or any part of this contract or any written amendment hereto that is held to be void or unenforceable under law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding.

Article A20. Conflicting Provisions

Unless specifically required or approved by VSW and authorized through a written amendment signed by both the community and the contractor, the general provisions of this contract supersede any provisions in other appendices. In the event of a conflict of provisions, the following order of precedence will apply in resolving which provisions control:

1. General Provisions (Appendix A);
2. Scope of work/services (Appendix B);
3. Compensation, Fee Estimate and Schedule (Appendix C);
4. Solicitation document including all attachments and amendments (Appendix D);
5. Contractor's Proposal including cost and all attachments (Appendix E).

The solicitation documents, contractor's proposal and all appendices listed herein are part of this contract by reference.

Article A21. Governing Law

The contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article A22. Covenant against Contingent Fees

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, contingent fee, or brokerage except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, VSW may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, contingent fee, or brokerage.

Article A23. Key Personnel Changes

The practice of "bait and switch" of the contractor's Project Manager, other key personnel or subcontractors of lesser qualifications and experience is strictly prohibited. Also, the "bait and switch" practice of the contractor completing services instead of the key subcontractor who was originally proposed by the contractor to perform the work is strictly prohibited. If there are any changes to key project team members, personnel replacements shall meet the qualifications and experience of the persons they are replacing. The same applies to any reassignment of key subcontractor services. Requests for any changes shall be made in advance and in writing to VSW for approval. Depending on the seriousness of the violations, VSW may terminate the contract for cause.

Article A24. Clean Air Act and Water Pollution Control Act

The contractor agrees to comply with all requirements of the Clean Air Act (42 U.S.C. 7401-7671q) including section 114 and section 308 of the Water Pollution Control Act (33 U.S.C. 1251-1388).

Article A25. Copeland Anti-Kick Back Act

The contractor agrees to comply with all requirements of the Copeland Anti-Kick Back Act (18 U.S.C.

874 and 40 U.S.C 3145) as supplemented in Department of Labor regulations (29 CFR, Part 3).

Article A26. Solid Waste Disposal Act

The contractor agrees to comply with all requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

Article A27. Clean Water Act

The contractor agrees to comply with all requirements of section 215 (Requirements for American Materials) of the Clean Water Act (33 U.S.C. 1251 et seq.) and implementing EPA regulations. The contractor agrees that preference must be given to domestic construction materials by the contractor, subcontractors, materialmen and suppliers.

Article A28. Contract Work Hours and Safety Standards Act

The contractor agrees to comply with all requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C 3701-3708), as supplemented by the Department of Labor regulations (29 CFR part 5).

Article A29. Equal Employment Opportunity

The contractor agrees to comply with all requirements of Executive Order 11246 (3 CFR, 1966 Comp., p. 339), entitled, "Equal Employment Opportunity," as amended by Executive Order 11375 (3 CFR, 1968 Comp., p. 321), and as supplemented by the Department of Labor regulations 41 CFR chapter 60.

Article 30. Americans with Disabilities Act (ADA) of 1990

The contractor agrees to comply with all requirements of the Americans with Disabilities Act of 1990 (42 U.S.C 12101 et seq.).

Article 31. Civil Rights Act of 1964

The contractor agrees to comply with all requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as outlined in 7 CFR 1901 subpart E.

Article 32. Rehabilitation Act of 1973

The contractor agrees to comply with all requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

Article 33. Age Discrimination Act of 1975

The contractor agrees to comply with all requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).

Article A34. Byrd Anti-Lobbying Amendment

The contractor agrees to comply with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C 1352). A certification **must be completed and submitted prior to award.**

Article A35. Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal or bid (by the offeror or bidder) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion Lower Tier Covered Transactions **must be completed and submitted prior to award.** 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).

Article A36. Local, State and Federal Requirements

The contractor shall comply with all applicable local, state and federal statutes, regulations, ordinances and codes, whether or not specifically mentioned herein.

Article A37. Records Retention and Access

Representatives of VSW or any of their authorized representatives and the federal awarding agency or any of their authorized representatives have the right of access to any pertinent books, documents, papers, or other records of the contractor and its subcontractors, which are pertinent to the funding of this contract, in order to make audits, examinations, excerpts, and transcripts. Retention of all records is required for six years after final payments by VSW and all other pending matters are closed. The right of access shall last as long as the records are retained.

Article A38. Consumer Price Index

Contractors must request price adjustments, in writing, **30 days prior to the renewal or adjustment date.** If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the State receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Anchorage Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (January through June OR July through December 200_); and each (January through June OR July through December 200_ six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

Federal Debarment Certification Form

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.

Name and Title of Authorized Representative

Signature

Date

Federal Debarment Certification Form Instructions

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.

FAR 52.203-11**CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)** (a) *Definitions*. As used in this provision—"Lobbying contact" has the meaning provided at [2](#)

[U.S.C. 1602\(8\)](#). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)).

(b) *Prohibition*. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)) are hereby incorporated by reference in this provision.

(c) *Certification*. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure*. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty*. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

CONSENT TO USE OF ELECTRONIC SIGNATURES

BY CHECKING HERE, I AGREE TO THE USE OF ELECTRONIC SIGNATURES AS VALID, LEGALLY BINDING SUBSTITUTES FOR ORIGINAL, HANDWRITTEN SIGNATURES ON THIS DOCUMENT.

Company _____

Name (signature) _____

Name (printed) _____

Title _____ Date of execution _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.