



STATE OF ALASKA
Department of Environmental Conservation
Village Safe Water Program

Informal Request for Proposals (IRFP) VSW-WTL-2019-19
Date of Issue: December 21, 2018

Design Services at Tuntutuliak, Alaska

Contractors Are Not Required To Return This Form.

Purpose of the IRFP

The Department of Environmental Conservation (DEC), Village Safe Water (VSW) Program, is requesting proposals for design services to retrofit five homes with kitchen and bathroom plumbing, and other upgrades. The homes will be provided indoor water storage tanks (for delivered water), and outdoor sewage holding tanks (for collection by the community wastewater operator).

Name: Fred Parrish, Procurement Officer
Department of Environmental Conservation
Village Safe Water Program
555 Cordova Street, 4th Floor
Anchorage, Alaska 99501
Telephone: 907-269-7674
Email: DECDAProcurement@alaska.gov

Background Information

Background information concerning this project is as follows;

Tuntutuliak is a community of 471 residents, which lies 40 miles southwest of Bethel and 440 miles west of Anchorage on the Kinak River.

Community Water

The Village of Tuntutuliak operates Public Water System AK-2271211. The water from a groundwater well is treated with chlorine and potassium permanganate. Treated water is piped to the washeteria and watering point, which are situated in the same building.

Residential Service

Tuntutuliak has approximately 102 homes. Approximately 32 homes are unserved, of which five homes will be served by this project. The community provides an on-demand service to deliver 100 gallons of water to holding tanks. Reportedly four homes receive water delivery, and the remainder use rain, surface water, or melted ice in their tanks.

Community Sewage

Residential sewage in homes served with plumbing is held in sewage holding tanks which are pumped out by the local wastewater operators on demand for a service fee. Reportedly about 23 homes pay for sewage haul service.

Sewage Lagoon

The pumped sewage is emptied at a sewage lagoon northwest of the residential area, and across the boardwalk from an unpermitted community landfill.

Tundra Pond Graywater Lagoon The water plant/washeteria graywater discharges to a small, unfenced, tundra pond behind the building. Blackwater from the washeteria is pumped and transported to the sewage lagoon.

School Sanitation The LKSD Lewis Angapak Memorial School operates a non-transient, non-community water system. Public Water System AK-2271017 serves the school campus, which includes a laundry for school use. A school sewage lagoon is located on the school campus.

Transportation A four mile sanitation boardwalk system extends throughout the residential area, and extends to the tundra pond, functioning as a sewage lagoon. Major boardwalk improvements were made in the mid and late 2000's, and in approximately 2008 when a new airport was built.

Material and Equipment The community owns a bobcat, which is not in service. The hydraulic line leaks. Other problems have not been diagnosed.

Scope of Work

The scope of work is to prepare plans for "flush tank and water haul" retrofit construction for five homes. The scope includes preparing bid-ready conceptual level plumbing and electrical plans, not-to-scale floor plan layouts, and work standards or specifications. The plans shall specify and provide direction for installation of bathroom and kitchen fixtures, associated water and drain waste and vent piping, electrical fixtures, wiring, overload protection, and grounding. The plans shall also detail the

water storage tank and associated fill piping, and sewage storage tank vessel and related wastewater evacuation assembly.

The consultant awarded the design contract shall make a trip to Tuntutuliak to inspect the homes and to provide the information required. While the homeowners have agreed to bath and kitchen layouts (Attachment 4), electrical information such as load center space availability, service drop, grounding, and wiring layout have not been developed.

The construction budget is \$60,000 to \$65,000 per each of the five homes. The design budget is 10% to 15% of that, after which the project would start robbing from the construction principle. Accordingly, we hope to jump start the design using the preliminary plumbing floor plans developed by VSW inspector in 2017, which are attached (Attachment 3).

While the floor plans were developed during an on-site inspection and consultation with the owners by a skilled plumber (licensed mechanical administrator), electrical and structural issues were not addressed. Usually in retrofits, we find code deficient service drops, substandard wiring at the breaker panel, and/or poor grounding. Structural scope includes the developing boardwalk foundation for the wastewater holding tanks and assessing the floor capacity to support the water tank.

The design deliverable shall be used to request construction bids from contractors.

Detailed Scope and Sequence of Work

1) Prepare conceptual level construction plan layouts for the home Flush Tank and Water Haul upgrades.

a) Complete specifications and plans for installing the following:

- Toilet;
- Lavatory sink and vanity;
- Tub or shower, as requested;
- Kitchen sink;
- Waste drain system;
- Water storage tank;
- Pressure pump;
- Pressure tank;
- Sewage tank;
- Hot water heater.

b) Provide electrical layout and plans. Include the following:

- Heat trace;
- Water pump;
- Water heater,
- Light fixtures;
- Outlet receptacles;
- New switches;
- Updating the existing electrical panel as required;
- Identifying new service drops as needed, and preparing requests to the local electrical utility as needed to provide them.

The previously prepared floor plan shall serve as the basis for the scope of work for each house. It may be expedient to use the provided floor plans to develop final plumbing and electrical layouts.

c) Identify necessary carpentry changes or upgrades to include:

- Walls as needed for the new bathroom and kitchen sink;
- Roof penetration for venting;
- Boardwalk platform and/or extension to serve as outdoor sewage holding tank foundation as needed. The “foundation” platform shall be designed so the holding tanks may be reached with the 100 foot sewage haul pump hose.

2) Identify and address any problems that a contractor might encounter, such as a shortage of breaker space into the load center, service drop or meter base deficiencies, or other issues observed.

3) The deliverables shall include:

- a) A trip report, including contact information and findings for each house;
- b) A 65% Submittal
 - a. Plumbing layouts, 5 each;
 - b. Electrical layouts, 5 each;
 - c. Carpentry and significant housing modifications, 5 each;
 - d. Material and equipment specifications and a list;
 - e. Plumbing and electrical specifications for workmanship;
 - f. Cost Estimate.
- c) A 100% Submittal

4) Project Tasks, Deliverables and Schedule:

Trip Report	Due Date: Consultant to propose.
65% Submittal	Due Date: Consultant to propose.
Meeting with Village Safe Water	Due Date: Consultant to propose.
100% Submittal	Due Date: Consultant to propose.

Contract Type

This is a fixed fee contract with a not-to-exceed clause. The contract may be amended to provide contract administration services, design haul service plumbing and retrofits in additional homes, if the community receives additional funding. However, the State and City do not guarantee an amendment will be issued. The Schedule of Values must be developed from the consultant cost proposal.

Contract Budget

DEC, VSW estimates a budget of \$35,000.00 dollars for completion of this project. Proposals priced at more than \$50,000.00 shall be considered non-responsive.

Work Schedule

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that shall be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule shall be shifted by the same number of days.

Work shall be performed during the first half of 2019.

The approximate contract schedule is as follows:

- Issue IRFP **December 21, 2018**.
- Deadline for Receipt of Proposals **January 10, 2019, 3:00 p.m. (AKST)**.
- The State of Alaska shall issue the Notice of Award approximately January 2019.
- Contract start approximately January 2019.

Minimum Qualifications & Prior Experience

In order for offers to be considered responsive, the proposer must meet these minimum qualifications:

1. The proposing firm or members of the proposing team must have experience in preparing designs to retrofit plumbing in rural Alaskan homes within the last 10 years.
2. The proposing team shall include an Engineer with a State of Alaska P.E.

Proposer shall cite their minimum qualifications (#1 and #2) in the proposal cover letter.

All interested Contractors must provide the requested information identified above (one through two) in their proposal.

Contractor's failure to meet and include in their proposal these minimum prior experience requirements may cause their proposal to be considered non-responsive and their proposal may be rejected.

Subcontractors

Subcontractors may be used to perform limited and specialized work under this contract. If a Contractor intends to use subcontractors, the Contractor must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform. In addition, the offeror must include written verification that the offeror shall take full responsibility for the work of the subcontractor, including the cost of any errors made by the subcontractors.

If a proposal with subcontractors is selected, the Contractor must provide the following information concerning each prospective subcontractor within five working days from the date of the State's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license;
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A Contractor's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the Project Manager.

Proposal Submittal

Proposal submittal shall include (i) a cover letter, (ii) team qualifications, (iii) project approach and understanding, and (iv) cost proposal.

1. The cover letter should introduce the team. The cover letter should cite minimum qualifications and that the firm can meet the other conditions of a contract. (2 pages maximum)
2. Team Qualifications must include an organization chart of the team. This section must explain how your team is qualified to provide the project design deliverables.
 - a) VSW would like to know if your team includes the following assets or resources:
 - Electrical Engineer or Electrical Administrator or a Journeyman Electrician;
 - Journeyman Carpenter or Structural Engineer or Building Contractor;
 - Mechanical Administrator or Journeyman Plumber.
 - b.) Who is leading the team? What experience does the leader have in rural Alaskan housing, plumbing, and/or boardwalk haul services?
(2 pages. Proposer may append resumes of team that highlights relevant work).
3. Project Approach and Understanding – This section details how the team shall approach the job for this budget.
 - a) The proposer must present its team's project approach. This must reflect the proposers understanding of the job.
(2 pages)
4. Cost Proposal – See “Cost Proposal” section further in body of this IRFP.

Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

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. Cost proposals shall be provided in a separate, sealed envelope within the proposal package. Proposals that are late or contain proposed terms that are in conflict with the requirements set forth herein shall be deemed non-responsive:

Department of Environmental Conservation
Village Safe Water Program
Attention: Fred Parrish

Project name: Design Services, Tuntutuliak, Alaska
555 Cordova Street
Anchorage, AK 99501

Proposals must be received by **January 10, 2019 prior to 3:00 p.m.**, Alaska Time.

Contractor's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

All questions concerning this IRFP must be directed to the procurement officer:

Procurement Officer: Fred Parrish Email: [DECDA\\$PROCUREMENT@alaska.gov](mailto:DECDA$PROCUREMENT@alaska.gov)

Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the Procurement Officer identified in this IRFP. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the IRFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the IRFP. The procurement officer shall make that decision.

If an amendment is issued, it will be provided to all who were provided a copy of the IRFP and to those who have registered with the procurement officer after receiving the IRFP from the State of Alaska Online Public Notice web site.

Evaluation of Proposals

Proposals will be evaluated by a VSW PEC committee on a 100 point basis weighted as follows:

1. Cover Letter (0 points but used to determine if team or firm meets minimum qualifications)
2. Team Qualifications (25 Points)
3. Project Understanding and Approach (30 Points)
4. MBE/WBE (5 Points)
5. Cost Proposal (40 Points)

Proposals will be evaluated based on the evaluation factors set out in this IRFP. After receipt of proposals, if there is a need for any substantial clarification or material change in the IRFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

Federal Requirements- 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 DEC, VSW Program prior to contract / purchase order award (**Appendix B: Federal Debarment Certification Form**).

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 DEC, VSW Program prior to contract award (**Appendix C: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**).

Alaska Business License and Other Required Licenses

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

Insurance Requirements

Prior to award a contract / purchase order, the successful Contractor shall be required to provide evidence of insurance coverage in accordance with “Article A3. Insurance”, as identified in **Appendix A, General Provisions** of this IRFP.

The State or the City Not Responsible for Preparation Costs

The State or City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

Assistance to Proposers with a Disability

Contractors with a disability may receive accommodation regarding the means of communicating this IRFP 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.

Cost Proposal

Costs must be developed for the project. This must include budget for the field trip, 65% submittal, the construction cost estimate, the final submittal, and meetings with VSW. The cost proposal must include staff and subcontractor expenditures, and project expenses. A copy of the firm or team fee schedule shall be included with the cost proposal.

All costs shall be stated as a fully burdened rate, and costs will be paid based on actual services rendered and costs incurred for the performance and completion of the requirements herein. Travel that is proposed to occur outside of Alaska (out-of-state travel) shall be identified within the cost proposal and is subject to the DEC-VSW approval.

Protest

2 AAC 12.695 provides that an interested party may protest the content of the IRFP or the award of a contract.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

An interested party must first attempt to informally resolve the dispute with the procurement officer. If that attempt is unsuccessful, the interested party may file a written protest. The written protest must be filed with the Commissioner of the purchasing agency or the Commissioner’s designee. The protester must also file a copy of the protest with the procurement officer. A protester must have submitted a proposal in order to have sufficient standing to protest the award of a contract. Written protests must include the following information:

- a. the name, address, and telephone number of the protester;
- b. the signature of the protester or the protester's representative;
- c. identification of the contracting agency and the solicitation or contract at issue;
- d. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- e. the form of relief requested.

If the protestor agrees, the Commissioner of the purchasing department or the Commissioner’s designee may assign the protest to the procurement officer or other state official for alternate dispute resolution. In other cases, the Commissioner or the Commissioner’s designee may issue a decision sustaining or denying the protest, or may conduct a hearing using procedures set out in AS 36.30.670(b).

A written protest of the content of the solicitation must be received by the Commissioner or Commissioner’s designee prior to the deadline for receipt of proposals. A written protest of the award of a contract must be received by the Commissioner or Commissioner’s designee within ten days after the date the Notice of Award is issued.

Formula Used to Convert Cost to Points

The distribution of points based on cost will be determined by the method set out below. The lowest cost proposal will receive the maximum number of points allocated to cost.

Cost will be converted to points using the following formula:

$$\frac{[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})]}{(\text{Cost of Each Higher Priced Proposal})} = \text{POINTS}$$

Proposal Format and Content

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, Contractors must provide all information requested. Proposals must include the complete name and address of Contractor’s firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal. Proposals must also confirm that the Contractor will comply with all provisions in this IRFP. Proposals must be signed by a company officer empowered to bind the company. A Contractor’s failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

MBE/WBE Preference = Five points

To receive the points, the qualified Minority Business Enterprise (MBE) or Women’s Business Enterprise (WBE) Contractor or subcontractor must provide evidence of certification and the work that they shall perform.

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 Contractor’s Preference

[STEP 1]

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

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

100 x	5%	=	5
Total Points	MBE/WBE Contractor’s Percentage Preference		Number of Points Available to Eligible Contractors Under MBE/WBE Preference

[STEP 2]

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

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

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

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 IRFP.

The VSW Program may terminate negotiations if a Contractor:

- 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 IRFP and will not affect the proposal ranking.

Evaluation Criteria and Contractor Selection

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out below.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the Contractor.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the IRFP in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

Proposals will be evaluated against the questions set out in Attachment 1 Proposal Evaluation Form.

ATTACHMENTS

Appendix

1. General Provisions, Appendix A, nine pages;
2. Federal Debarment Certification Form – Appendix B, two pages;
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions –Appendix C, three pages;

Attachments

1. Proposal Evaluation Form; two pages
2. Tuntutuliak Holding Tank Recommendations, Kuna Engineering, August 2018;
3. Owner statements, photographs, and preliminary house layouts, VSW 2017

ATTACHMENT ONE
PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

Team Qualifications - 25 Percent

Maximum Point Value for this Section - 25 Points
100 Points x 25 Percent = 25 Points

Proposals will be evaluated against the questions set out below.

- [a] Describe and expand on how the team meets the qualifications listed in Section 4. How the project manager is prepared to (or is qualified to) lead the team?
- [b] Resumes of one page per team member may be submitted as an appendix, and will not be included in the page count.

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR Team Qualifications: _____

Project Approach and Understanding- 30 Percent

Maximum Point Value for this Section – 30 Points
100 Points x 30 Percent = 30 Points

Proposals will be evaluated against the questions set out below.

Provide up to two pages that details experience in the following.

- a) Describe your understanding of the project services required based on the information provided in section 1 (Background) and Section 2 (Scope of Services) of this RFP.
- b) Describe your approach to executing this project.

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR Project Approach and Understanding: _____

Cost Proposal – 40 Percent

Maximum Point Value for this Section – 40 Points

100 Points x 40 Percent = 40 Points

Overall, a minimum of 50 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more preferences.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in the solicitation.

EVALUATOR'S POINT TOTAL FOR CONTRACT COST: _____

MBE/WBE Preference – 5 Percent

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.

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

This procurement is funded in part or fully through Federal grants or cooperative agreements. This IRFP incorporates a **five point’s** preference for all qualified minority and women’s business enterprises.

MBE/WBE receive a 5 percent overall evaluation point preference.

Point value for MBE/WBE in this section -- 5 Points

100 Points x 5 Percent = 5 Points

EVALUATOR'S POINT TOTAL FOR MBE/WBE PREFERENCE: _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS: _____

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 <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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.