

SMALL PROCUREMENT DOCUMENTS

for Construction Related Professional Services - RFP, Proposal & Award per
AS 36.30.320 and 2 AAC 12.400

PART A - INFORMAL REQUEST FOR PROPOSALS

NOTE: State Small Procurement Limit is \$200,000

GENERAL INFORMATION

These documents consist of three parts (Part A – Proposal Form; Part C - Contract Award, Notice to Informal Request for Proposals (IRFP); Part B - Proceed & Invoice Summary), and applicable attachments.

Project Title: PER Wastewater collection system		Contracting Agency:	
IRFP No.: 23-VSW-AND-024		State of Alaska, Department of Environmental Conservation, Village Safe Water Program	
Project Site (City, Village, etc.): Anderson, Alaska			
Agency Contact: John McDonald		Phone: 907-269-7602	Email: john.mcdonald@alaska.gov
Estimated Amount of Proposed Contract:	<input type="checkbox"/> less than \$50,000 <input checked="" type="checkbox"/> \$50,000 to \$100,000 <input type="checkbox"/> \$100,000 to \$150,000 <input type="checkbox"/> \$150,000 to \$200,000		
Funding Source (check all that apply): <input type="checkbox"/> State <input type="checkbox"/> EPA <input checked="" type="checkbox"/> USDA RD <input type="checkbox"/> IHS <input type="checkbox"/> Other:			
American Iron and Steel (General Conditions, Article 27) apply: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
REQUIRED SERVICES: <input checked="" type="checkbox"/> are described in the attached Statement of Services, Appendix B. OR: <input type="checkbox"/> are described as follows:			
Note to Proposers: Any proposer listing as a member of their team a current public officer or a former public officer who has left State service within the past two (2) years must submit a sworn statement from that individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in this project. If a proposer fails to submit a required statement, the proposal may be deemed nonresponsive or nonresponsible, and rejected, depending upon the materiality of the individual's proposed position. If required, submit the attached Former Employee's Certification of Eligibility (Form 25A270). The page limit noted below does not include this form.			
Note: Offerors shall carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the purchasing authority before proposal due date. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based upon any omission, error, or the content of the solicitation will be disallowed if not made in writing before the proposal due date.			
PERIOD OF PERFORMANCE:		Begin: March 15, 2023	End: September 30, 2024

PROPOSAL FORMAT

Written proposals to provide the required services shall consist of the enclosed "Part B - Proposal Form", completed as indicated, plus a **technical proposal not to exceed four (8.5" x 11") pages that complies with Basis of Selection – Evaluation Criteria**. If a Price Estimate

is required, the page limit does not include the Price Estimate. Proposals that exceed the page limit may be disqualified. Proposals shall be submitted electronically as indicated in Submittal Deadline and Location to the Contracting Agency.

SUBMITTAL DEADLINE AND LOCATION

DATE: **March 10, 2023**

PREVAILING TIME: **2:00 PM AST** EMAIL: april.akers@alaska.gov

Offerors must email proposals to email address above:

Late proposals will not be considered. Offerors are responsible to assure timely delivery and receipt and are encouraged to respond at least four business hours prior to the above deadline. The Contracting Agency shall not be responsible for any communication equipment failures or congestion and will not extend the deadline for any proposals not received in their entirety prior to the deadline.

The technical proposal and cost proposal must be saved as separate PDF documents and emailed to april.akers@alaska.gov as separate, clearly labeled attachments, such as "Vendor A - Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the issuing agency at 907-334-2638 / april.akers@alaska.gov to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

BASIS OF SELECTION - TECHNICAL PROPOSAL

Proposals will be evaluated based on the following criteria. Offerors shall prepare a distinct response for each criterion that has a weight more than zero. Failure to respond directly to any criteria weighted more than zero will result in an evaluation score of zero for that criteria. Any Responses to criteria weighted zero will be disregarded. Acceptable Responses must be specific and directly related to the Contracting Agency's proposed Statement of Services. Each criterion response must be titled, numbered and assembled in the order in which the criteria are listed.

This solicitation does not guarantee that a contract will be awarded. All proposals may be summarily rejected. Our intent, however, is to select a Contractor based on the following criteria:

1. Project Understanding **Weight: 20**

Offerors shall submit narrative statements describing their understanding of the project and scope of services.

2. Project Approach and Work Plan **Weight: 20**

Offerors shall submit narrative statements regarding the planned approach to executing the work including the project schedule, submittal of deliverables and availability of principal staff.

3. Schedule **Weight: 20**

Offerors shall submit narrative statements regarding the project schedule, submittal of deliverables and availability of principle staff.

4. Relevant Experience **Weight: 20**

Offerors shall submit narrative statements describing their experience with issues to be addressed in this PER such as wastewater collection systems including manholes, lift stations, and freezing issues associated with cold weather environments.

5. MBE/WBE Preference (See Part B) **Weight: 5%**

No narrative response to this criterion is required within the Offeror's Proposal.

6. Cost Proposal **Weight: 15**

Offerors must submit the attached cost proposal form as a separate attachment from their technical proposal. Costs must include all direct and indirect costs. A Fixed Price contract is desirable; however, a Cost Reimbursement contract may result if a Fixed Price cannot be negotiated.

If cost is an evaluation criterion (weight is greater than zero) 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 by the following method:

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). 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 using the formula:

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

PRICE PROPOSAL AND METHOD OF PAYMENT

Within 1 day of the State's request the offeror shall provide a proposed total hourly Billing Rates (i.e., inclusive of Direct Cost of Direct Labor, all Indirect Costs, and Fee) for all personnel that will work on the project. The offerors price proposal must include all subcontractor costs for a total price proposal amount. The offeror must include all subcontractor price proposals. Subcontractor price proposals must comply with this section. The offeror and subcontractors may use their own generated price proposal format but it must include the following information:

- Official Title and First and Last Name of each staff member working on the project.
- Billing Rates for each staff member.
- List each task and subtask that corresponds with the scope of work stated in this RFP. The offeror must list all subtasks even if they're not outlined in the scope of work.
- The amount of hours each staff member will allocate towards each subtask.
- If applicable include any travel or other expense costs. Expenses shall not be marked up.
- Total hours and cost for each task (subtotal) and total hours and cost for the project (total).
- As a note indicate total direct costs and profit margin percentage (i.e. 8%).

MBE/WBE PREFERENCE

Offeror must claim the MBE/WBE Preference on page one of Part B Proposal Form. In claiming the MBE/WBE Preference on page one of Part D, the Offeror is certifying that they, or subcontractor(s) meet the following requirements per 40 CFR §33.202 and/or §33.203:

In order to qualify for the Women's Business Enterprises (WBE) or Minority Business Enterprises (MBE), the business must obtain certification from any of the following organizations:

- United States Small Business Administration,
- United States Department of Transportation,
- Indian Tribal Governments,
- State/local Governments,
- Independent private organizations.

To qualify for the federal Environmental Protection Association, Disadvantaged Business Enterprises program, an entity must be certified, and such certification must meet the criteria as stipulated in 40 CFR §33.202 and/or §33.203. If a subcontractor is used to meet the preference then the offeror claiming eligibility for this preference must pledge in their proposal that the eligible subcontractor will be guaranteed the proposed work.

Offerors may provide their MBE/WBE certification number on the proposal form. If a certification number is not available then the offeror must provide a letter from the certifying agency verifying the offerors certification status within 10 days of the State's request.

MBE/WBE Preference will be scored: Rating x Number of Evaluators x Weight = Criterion Score.

Rating will be as follows:

MBE/WBE preference (i.e., a Rating of 5) will be assigned to the proposal of an Offeror who certifies (by claiming the preference on page one of Part D) that they are a MBE/WBE as described above.

No MBE/WBE preference (i.e., a Rating of 0) will be assigned to the proposal of an Offeror who does not certify (by failure to claim the preference on page one of Part D) that it qualifies as a MBE/WBE as described above.

END OF PART A

GENERAL CONDITIONS

APPENDIX A

PSA No:
IRIS Program No: N/A
Federal Project No: N/A
Date Prepared:

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Article Number and Title

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ARTICLE A1 DEFINITIONS

A1.1 Additional or Extra Services – Services, work products or actions required of the CONTRACTOR above and beyond provisions of the Agreement.

A1.2 Agreement – This Professional Services Agreement and its appendices that outline the terms and conditions regarding CONTRACTOR's services during the authorized period of performance.

A1.3 Amendment – A written change to this Agreement.

A1.4 Change – A revision in services, complexity, character, or duration of the services or provisions of this Agreement.

A1.5 Commissioner – Commissioner of DEC.

A1.6 CONTRACTING AGENCY – The Department of Environmental Conservation (DEC).

A1.7 Contracting Officer – The individual or a duly appointed successor designated as the official representative to administer contracts for the CONTRACTING AGENCY.

A1.8 CONTRACTOR – The firm (person or any business combination) providing services.

A1.9 Contractor's Manager – The CONTRACTOR's representative in responsible charge of the project(s) and directly answerable for the required services.

A1.10 Contract Manager – CONTRACTING AGENCY's representative and the CONTRACTOR's primary point of contract with the CONTRACTING AGENCY.

A1.11 Contracts Officer – CONTRACTING AGENCY's representative within the Contracts/Professional Services section.

A1.12 Funding Agency – An agency of a Federal, State, Political subdivision, or Local Government which furnishes funds for the CONTRACTOR's compensation under this Agreement and which may have established regulations and requirements binding upon the CONTRACTING AGENCY and the CONTRACTOR.

A1.13 Notice to Proceed (NTP) – Written authorization from the CONTRACTING AGENCY to the CONTRACTOR to provide all or specified services in accordance with an existing Agreement.

A1.14 Statement of Services – Services and work products required of the CONTRACTOR by this Agreement.

A1.15 Subcontractor – CONTRACTOR engaged to provide a portion of the services by subcontract with the firm which is a party to this Agreement.

ARTICLE A2 INFORMATION AND SERVICES FROM OTHERS

A2.1 The CONTRACTING AGENCY may, at its election or in response to a request from the CONTRACTOR, furnish information or services from other contractors. If, in the CONTRACTOR's opinion, such information or services is inadequate, the CONTRACTOR must notify the CONTRACTING AGENCY of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. The CONTRACTING AGENCY will then evaluate and resolve the matter in writing. Unless so notified by the CONTRACTOR, the CONTRACTING

AGENCY may assume the information or services provided are adequate.

ARTICLE A3 HOLD HARMLESS

A3.1 See Appendix D, "Indemnification and Insurance".

ARTICLE A4 INSURANCE

A4.1 See Appendix D, "Indemnification and Insurance".

ARTICLE A5 OCCUPATIONAL SAFETY AND HEALTH

A5.1 The CONTRACTOR and its Subcontractors shall observe and comply with the Federal Occupational Safety and Health act of 1970 and with all safety and health standards promulgated by the Secretary of Labor under authority thereof and with all State of Alaska Occupational Safety and Health Laws and regulations.

ARTICLE A6 EQUAL EMPLOYMENT OPPORTUNITY

A6.1 The CONTRACTOR shall comply with the following applicable laws and directives and regulations of the CONTRACTING AGENCY which effectuate them; all of which are incorporated herein by reference:

Title VI of Federal Civil Rights Act of 1964;

Federal Executive Order 11625 (Equal Employment Opportunity);

Title 41, Code of Federal Regulations, Part 60 (Equal Employment Opportunity);

Title 49 Code of Federal Regulations, Part 21 (Discrimination);

Title 49, Code of Federal Regulations, Part 26 (Minority Business Enterprises);

Office of Management and Budget (OMB) circular 102, Attachment O (Procurement Standards);

Alaska Statute (AS) 18.80.200-300 (Discrimination).

A6.2 The CONTRACTOR may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical disability, sex, or marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the position do not require distinction on such basis. The CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, age, physical disability, sex, or marital status. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including

apprenticeship. The CONTRACTOR shall post in conspicuous places, available employees and applicants for employment, notices setting out the provisions of this paragraph.

A6.3 The CONTRACTOR shall state, in all solicitations or advertisements for employees to work in performance of this Agreement, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical disability, sex, or marital status.

A6.4 The CONTRACTOR shall send to each labor union or representative or workers with which the CONTRACTOR has a collective bargaining Agreement or other contract or understanding a notice advising the labor union or workers' representative of the CONTRACTOR's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

A6.5 In the event the CONTRACTOR subcontracts any part of the services to be performed under this Agreement, the CONTRACTOR agrees to make good faith efforts to utilize Disadvantaged Business Enterprises, to affirmatively solicit their interest, capability and prices and to furnish documentation of the results of all such direct contacts on forms provided by or acceptable to the CONTRACTING AGENCY.

A6.6 The CONTRACTOR shall make, keep and preserve such records necessary to determine compliance with equal employment opportunity obligations and shall furnish required information and reports. All records must be retained and made available in accordance with Article A9, Audits and Records.

A6.7 The CONTRACTOR shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its Subcontractors, so that these provisions will be binding upon each Subcontractor.

ARTICLE A7 PAYMENTS TO THE CONTRACTOR

A7.1 Payments shall be based on approved CONTRACTOR's invoices submitted in accordance with this article and the provisions of Appendix C. The sum of payments shall not exceed allowable compensation stated in Notice(s) to Proceed and no payments shall be made in excess of the maximum allowable total for this Agreement.

A7.2 The CONTRACTING AGENCY will exert every effort to obtain required Funding Agency approvals and to issue authorizations in a timely manner. CONTRACTOR shall not perform any services without a Notice to Proceed therefore. Accordingly, the CONTRACTING AGENCY will not pay the CONTRACTOR for services or associated reimbursable costs performed outside those which are authorized by a Notice to Proceed.

A7.3 CONTRACTOR's invoices shall be submitted when services are completed or monthly, for months during which services are performed, as applicable, in a format provided by or acceptable to the CONTRACTING AGENCY.

A7.4 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with the disputed items.

A7.5 The CONTRACTOR shall submit a final invoice and required documentation within 90 days after final acceptance of services by the CONTRACTING AGENCY. The CONTRACTING AGENCY will not be held liable for payment of invoices submitted after this time unless prior written approval has been given. Total payment of all Subcontractors and satisfactory compliance with Article A22, Taxes, are conditions precedent to final payment.

ARTICLE A8 CHANGES

A8.1 Changes (including "Supplemental Agreements") in the period of performance, general conditions, statement of services, or other provisions established by this Agreement may be made by written Amendment only. If such changes cause an increase or a decrease in the CONTRACTOR's cost, an equitable adjustment shall be made and specified in the Amendment. The CONTRACTOR shall not perform any additional or extra services prior to receiving a fully executed copy of an Amendment and a Notice to Proceed, except as the CONTRACTOR may be directed under the provisions of Article A20, Claims and Disputes.

A8.2 If at any time the CONTRACTING AGENCY through its authorized representatives, either verbally or in writing, requests or issues instructions for Additional or Extra Services or otherwise directs actions which conflict with any provision of this Agreement, the CONTRACTOR shall, within 30 days of receipt and prior to pursuing such instructions, so notify the CONTRACTING AGENCY in writing, and to the extent possible, describe the services and estimated cost of any Additional or Extra Services. The CONTRACTING AGENCY will then evaluate and, if appropriate, negotiate an Amendment. Unless so notified by the CONTRACTOR, the CONTRACTING AGENCY will conclude such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the CONTRACTOR without such notice.

ARTICLE A9 AUDITS AND RECORDS

A9.1 The CONTRACTOR shall maintain records of performances, communications, documents, correspondence and costs pertinent to this Agreement and the Funding or CONTRACTING AGENCY's authorized representatives shall have the right to examine such records and accounting procedures and practices.

A9.2 The Funding or CONTRACTING AGENCY's authorized representatives shall have the right to examine all books, records, documents and other data of the CONTRACTOR related to the negotiation, pricing and performance of this Agreement and any modification or change for the purpose of evaluating the accuracy, completeness and currency of the data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the data, computations and projections used.

A9.3 The materials described in this article shall be made available at a business office of the CONTRACTOR at all reasonable times for inspection, audit or reproduction, for a minimum of 3 years from the date of any resulting final settlement.

A9.3.1 If this Agreement is completely or partially terminated, records relating to the services terminated shall be made available for a minimum of three (3) years from the date of any termination or resulting final settlement, whichever is later.

A9.3.2 Records which relate to appeals under Article A20, Claims and Disputes, or litigation or the settlement of Claims arising out of the performance of this Agreement shall be made available until such appeals, litigation or Claims have been concluded.*

ARTICLE A10 CONTRACTING AGENCY INSPECTIONS

A10.1 The CONTRACTING AGENCY has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the CONTRACTOR as may be engaged in the performance of this Agreement.

ARTICLE A11 TERMINATION OR SUSPENSION

A11.1 This Agreement may be terminated by either party upon 10 days written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the CONTRACTING AGENCY terminates this Agreement, the CONTRACTING AGENCY will pay the CONTRACTOR a sum equal to the percentage of work completed that can be substantiated in whole or in part either by the CONTRACTOR to the satisfaction of the CONTRACTING AGENCY or by the CONTRACTING AGENCY. If the CONTRACTING AGENCY becomes aware of any non-conformance with this Agreement by the CONTRACTOR, the CONTRACTING AGENCY will give prompt written notice thereof to the CONTRACTOR. Should the CONTRACTOR's services remain in non-conformance, the percentage of total compensation attributable to the nonconforming work may be withheld.

A11.2 The CONTRACTING AGENCY may at any time terminate (convenience termination) or suspend this Agreement for its needs or convenience. In the event of a

convenience termination, or suspension for more than 3 months, the CONTRACTOR will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination or suspension plus reasonable expenses. No fee or other compensation for the uncompleted portion of the services will be paid except for already incurred indirect costs which the CONTRACTOR can establish and which would have been compensated for over the life of this Agreement, but because of the termination or suspension would have to be absorbed by the CONTRACTOR without further compensation.

A11.3 If federal funds support this Agreement, settlement for default or convenience termination must be approved by the Funding Agency.

A11.4 In the event of termination or suspension, the CONTRACTOR shall deliver all work products, reports, estimates, schedules and other documents and data prepared pursuant to this Agreement to the CONTRACTING AGENCY.

ARTICLE A12 OFFICIALS NOT TO BENEFIT

A12.1 No member of or delegate to Congress, United States Commissioner or other officials of the Federal, State, Political subdivision or Local Government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom.

ARTICLE A13 INDEPENDENT CONTRACTOR

A13.1 The CONTRACTOR and its agents and employees shall act in an independent capacity and not as officers or agents of the CONTRACTING AGENCY in the performance of this Agreement except that the CONTRACTOR may function as the CONTRACTING AGENCY's agent as may be specifically set forth in this Agreement.

A13.2 Any and all employees of the CONTRACTOR, while engaged in the performance of any work or services required by the CONTRACTOR under this Agreement, shall be considered employees of the CONTRACTOR only and not of the CONTRACTING AGENCY and any and all Claims that may or might arise under the Worker's Compensation Act on behalf of said employees, while so engaged and any and all Claims made by a third party as a consequence of any negligent act or omission on the part of the CONTRACTOR's employees, while so engaged on any of the services to be rendered herein, shall be the sole obligation and responsibility of the CONTRACTOR.

A13.3 This Agreement will be declared null and void should the CONTRACTING AGENCY determine that by Internal Revenue Service definitions the CONTRACTOR is an employee of the CONTRACTING AGENCY.

ARTICLE A14 PROSELYTIZING

A14.1 The CONTRACTOR agrees that it will not engage on a full or part time basis, during the period of this Agreement, any person or persons who are or have been employed by the CONTRACTING AGENCY during the period of this Agreement or during the 90 days immediately preceding the date of this Agreement except those who have been regularly retired or approved in writing by the CONTRACTING AGENCY.

ARTICLE A15 COVENANT AGAINST CONTINGENT FEES

A15.1 The CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Federal Department of Labor regulations (29 CFR, part 3), which are incorporated by reference and made a part of this Agreement.

A15.2 The CONTRACTOR warrants that it has not employed or retained any organization or person, other than a bona fide employee, to solicit or secure this Agreement and that it has not paid or agreed to pay any organization or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CONTRACTING AGENCY has the right to annul this Agreement without liability or, in its discretion, to deduct from the allowable compensation the full amount of such commission, percentage, brokerage or contingent fee.

A15.3 The CONTRACTING AGENCY warrants that the CONTRACTOR or the CONTRACTOR's representative has not been required, directly or indirectly as an express or implied condition in obtaining or carrying out this Agreement, to employ or retain, or agree to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

ARTICLE A16 PRECEDENCE OF DOCUMENTS

A16.1 Components of this Agreement shall stand and prevail in the following order: Agreement over General Conditions; General Conditions over Statement of Services; Statement of Services over Basis of Compensation; Basis of Compensation over any appendices beyond Appendix C.

A16.2 If a "Request for Proposal" (RFP) and/or a proposal are appended to this Agreement, the components described in paragraph A16.1 shall stand and prevail over the proposal and the proposal over the RFP.

ARTICLE A17
ENDORSEMENT ON DOCUMENTS

A17.1 Endorsements and professional seals, if applicable, must be included on all final drawings, specifications, cost estimates and reports prepared by the CONTRACTOR. Preliminary copies of such documents submitted for review must have seals affixed without endorsement (signature).

ARTICLE A18
OWNERSHIP OF WORK PRODUCTS

A18.1 Work products produced under this Agreement, except items which have pre-existing copyrights, are the property of the CONTRACTING AGENCY. Payments to the CONTRACTOR for services hereunder include full compensation for all work products produced by the CONTRACTOR and its Subcontractors and the CONTRACTING AGENCY shall have royalty free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, such work products.

A18.2 Should the CONTRACTING AGENCY elect to reuse work products provided under this Agreement for other than the original project and/or purpose, the CONTRACTING AGENCY will indemnify the CONTRACTOR and its Subcontractors against any responsibilities or liabilities arising from such reuse. Additionally, any reuse of design drawings or specifications provided under this Agreement must be limited to conceptual or preliminary use for adaptation and the original CONTRACTOR's or Subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed and dated by the professional who is in direct supervisory control and responsible for all adaptation.

ARTICLE A19
SUBCONTRACTORS, SUCCESSORS AND ASSIGNS

A19.1 The CONTRACTING AGENCY must concur in the selection of any person or firm that may be engaged in performance of this Agreement to provide negotiable professional or technical services, products, etc., (vs. commodity items available to the general public in stores at market prices).

A19.2 If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by Amendments.

A19.3 The CONTRACTOR shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the CONTRACTING AGENCY.

A19.4 The CONTRACTOR binds itself, its partners, its Subcontractors, assignees and legal representatives to this Agreement and to the successors, assignees and legal representatives of the CONTRACTING AGENCY with respect to all covenants of this Agreement.

A19.5 The CONTRACTOR shall include provisions appropriate to effectuate the purposes of this Appendix A in all subcontracts executed to perform services under this Agreement which may exceed a cost of \$25,000.

ARTICLE A20
CLAIMS AND DISPUTES

A20.1 If the CONTRACTOR becomes aware of any act or occurrence which may form the basis of a Claim by the CONTRACTOR for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of this Agreement, the CONTRACTOR shall immediately inform the Contracts Officer. If the matter cannot be resolved within 7 days, the CONTRACTOR shall, within the next 14 days, submit an "Intent to Claim" in writing to the Contracts Officer.

A20.1.1 If the CONTRACTOR believes additional compensation is warranted, the CONTRACTOR shall immediately begin to keep and maintain complete, accurate and specific daily records concerning every detail of the potential Claim including actual costs incurred. The CONTRACTOR shall give the CONTRACTING AGENCY access to any such record and, when so requested, shall forthwith furnish the CONTRACTING AGENCY copies thereof.

A20.1.2 The Claim, if not resolved, shall be presented to the Contracting Officer, in writing, within 60 days following receipt of the "Intent to Claim". Receipt of the Claim will be acknowledged in writing by the Contracting Officer.

A20.1.3 The CONTRACTOR agrees that unless these written notices are provided, the CONTRACTOR will have no entitlement to additional time or compensation for such act, event or condition. The CONTRACTOR shall in any case continue diligent performance under this Agreement.

A20.2 The Claim shall specifically include the following:

A20.2.1 The act, event or condition giving rise to the Claim.

A20.2.2 The provisions of the Agreement which apply to the Claim and under which relief is provided.

A20.2.3 The item or items of project work affected and how they are affected.

A20.2.4 The specific relief requested, including Contract Time if applicable, and the basis upon which it was calculated.

A20.3 The Claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the Agreement provides entitlement to relief to the CONTRACTOR for such act, event, or condition.

A20.3.1 The CONTRACTING OFFICER reserves the right to make written requests to the CONTRACTOR at

any time for additional information which the CONTRACTOR may possess relative to the Claim. The CONTRACTOR agrees to provide the Contracting Officer such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the Claim.

A20.3.2 If the Claim is not resolved by Agreement within 90 days of its receipt, the Contracting Officer will issue a written decision to the CONTRACTOR.

A20.3.3 The CONTRACTOR shall certify that the Claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of the CONTRACTOR's knowledge and belief, and that the amount requested accurately reflects the adjustment to the Agreement for which the CONTRACTOR believes the CONTRACTING AGENCY is liable.

A20.4 The CONTRACTOR will be furnished a written signed copy of the Contracting Officer's decision within 90 days, unless additional information is requested by the Contracting Officer. The Contracting Officer's decision is final unless, within 14 days of receipt of the decision, the CONTRACTOR delivers a written Notice of Appeal to the Commissioner designated on Page 2 of this Agreement.

A20.5 Procedures for appeals and hearings are covered under AS 36.30.625 and AS 36.30.630.

ARTICLE A21 EXTENT OF AGREEMENT

A21.1 This Agreement including appendices represents the entire and integrated Agreement between the CONTRACTING AGENCY and the CONTRACTOR and supersedes all prior negotiations, representations or Agreements, written or oral.

A21.2 Nothing contained herein may be deemed to create any contractual relationship between the CONTRACTING AGENCY and any Subcontractors or material suppliers; nor may anything contained herein be deemed to give any third party Claim or right of action against the CONTRACTING AGENCY or the CONTRACTOR which does not otherwise exist without this Agreement.

A21.3 This Agreement may be changed only by written Amendment executed by both the CONTRACTING AGENCY and the CONTRACTOR.

A21.4 All communications that affect this Agreement must be made or confirmed in writing and must be sent to the addresses designated in this Agreement.

A21.5 The CONTRACTOR on receiving final payment will execute a release, if required, in full of all Claims against the CONTRACTING AGENCY arising out of or by reason of the services and work products furnished and under this Agreement.

ARTICLE A22 TAXES

A22.1 As a condition of performance of this Agreement, the CONTRACTOR shall pay all Federal, State and Local taxes incurred by the CONTRACTOR and shall require their payment by any Subcontractor or any other persons in the performance of this Agreement.

ARTICLE A23 GOVERNING LAW

A23.1 This Agreement is governed by the laws of the State of Alaska and Federal and Local Laws and Ordinances applicable to the work performed. The CONTRACTOR shall be cognizant and shall at all times observe and comply with such laws which in any manner affect those engaged or employed in the performance, or which in any way affects the manner of performance, of this Agreement.

ARTICLE A24 FEDERAL AID CERTIFICATION (For Agreements exceeding \$100,000)

A24.1 The CONTRACTOR certifies, by executing this Agreement, to the best of his or her knowledge and belief, that:

A24.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employees of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and at the extension, continuation, renewal, Amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

A24.1.2 If any funds other than 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 Federal agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure of Lobbying Activities, in accordance with its instructions. 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.

A24.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

A24.3 The CONTRACTOR also agrees by executing this Agreement that the CONTRACTOR shall require that the language of this certification be included in all lower

tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE A25 TRADE RESTRICTIONS

The CONTRACTOR or Subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the CONTRACTOR knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the CONTRACTOR agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONTRACTOR may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The CONTRACTOR shall provide immediate written notice to the sponsor if the CONTRACTOR learns that its certification or that of a subcontractor was erroneous when submitted by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the CONTRACTOR or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally posed by

a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

ARTICLE A26 SUSPENSION AND DEBARMENT

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/ proposal.

ARTICLE A27 ADDITIONAL PROVISIONS

(Any deletion or modification of Articles A1 through A26 shall be approved "as to form" by the CONTRACTING AGENCY's legal section, acknowledged in writing, and attached as an Exhibit to this Appendix.)

A27.1 The CONTRACTOR shall comply, and ensure subcontractors comply, with the attached Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment per 2 CFR 200.216.

A27.2 The CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

A27.3 The CONTRACTOR shall comply with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, as applicable. This shall be referred to as AIS.

(1) The CONTRACTOR shall include costs of compliance with AIS in engineering fees (if appropriate) and in engineer's opinions of probable cost and associated revisions.

(2) The CONTRACTOR shall provide the CONTRACTING AGENCY an engineer's estimate that includes AIS compliant materials and a separate engineer's estimate that is not restricted to AIS compliant

components for the purposes of evaluating the additional financial burden of AIS compliance.

(3) For any AIS products specified by brand names in the plans and specifications, the CONTRACTOR shall obtain a manufacturer's certification letter (see Exhibit D) from the manufacturer to verify the products comply with AIS.

(4) The CONTRACTOR shall provide copies of Manufacturers' Certification letters (see Exhibit D) to the CONTRACTING AGENCY on any brand name iron and steel products along with the Plans and Specifications. Manufacturers' Certification Letters will be included in the Bidding Documents.

(5) The CONTRACTOR shall certify that plans and specifications comply with AIS (exhibit B).

(6) The CONTRACTOR shall review shop drawings and change orders to ensure compliance with AIS. For shops drawings under consideration for any brand name, equal and/or substitute, and any iron and steel products subject to AIS, the CONTRACTOR shall notify the CONTRACTING AGENCY of the need to obtain a manufacturers' certification letter (see Exhibit D) from the general contractor to verify the products comply with AIS.

(7) For any change order under consideration for any AIS products, the CONTRACTOR shall notify the CONTRACTING AGENCY of the need to obtain a manufacturer's certification letter (see Exhibit D) from

parties submitting the change proposal to ensure compliance with AIS.

A27.4 AIS General Requirements:

(1) The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver {add project specific waivers as applicable} apply to this contract.

(2) The CONTRACTING AGENCY is ultimately responsible for compliance with and will be responsible for the following:

- a) Signing change orders and partial payment estimates and thereby acknowledging responsibility for compliance with AIS requirements.
- b) Obtaining the certification letters from the CONTRACTOR upon substantial completion of the project and maintaining this documentation for the life of the project.
- c) Including AIS clauses in the procurement contracts and obtaining manufacturers' certification letters for iron and steel products when those products are procured directly by the CONTRACTING AGENCY.

ENGINEER'S CERTIFICATION OF COMPLIANCE WITH PROVISIONS OF THE AMERICAN IRON AND STEEL REQUIREMENTS OF SECTION 746 OF TITLE VII OF THE CONSOLIDATED APPROPRIATIONS ACT OF 2017 (DIVISION A - AGRICULTURE, RURAL DEVELOPMENT, FOOD AND DRUG ADMINISTRATION, AND RELATED AGENCIES APPROPRIATIONS ACT, 2017) AND SUBSEQUENT STATUTES MANDATING DOMESTIC PREFERENCE

DATE:

RE: PROJECT NAME
APPLICANT
CONTRACT NUMBER

I hereby certify that to the best of my knowledge and belief all iron and steel products referenced in the Plans, Specifications, and Bidding Documents for this project comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference or are the subject of a waiver approved by the Secretary of Agriculture or designee. This certification is not intended to be a warranty in any way, but rather the designer's professional opinion that to the best of their knowledge the documents comply.

I hereby commit that to the best of my ability all iron and steel products that will be referenced in the Bid Addenda, Executed Contracts, and Change Orders will comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference or will be the subject of a waiver approved by the Secretary of Agriculture or designee.

Name of Engineering Firm (PRINT)

By Authorized Representative (SIGNATURE)

Title

This letter is to be submitted prior to Agency authorization of Advertisement for Bids.

EXAMPLE OF A MANUFACTURER'S CERTIFICATION LETTER OF COMPLIANCE WITH PROVISIONS OF THE AMERICAN IRON AND STEEL (AIS) REQUIREMENTS OF SECTION 746 OF TITLE VII OF THE CONSOLIDATED APPROPRIATIONS ACT OF 2017 (DIVISION A - AGRICULTURE, RURAL DEVELOPMENT, FOOD AND DRUG ADMINISTRATION, AND RELATED AGENCIES APPROPRIATIONS ACT, 2017) AND SUBSEQUENT STATUTES MANDATING DOMESTIC PREFERENCE

Date:

Company Name:

Company Address:

Subject: AIS Step Certification for Project (X), Owner's Name, and Contract Number

I, (company representative), certify that the (melting, bending, galvanizing, cutting, etc.) processes for (manufacturing or fabricating) the following products and/or material shipped or provided for the subject project is in full compliance with the AIS requirement as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

Item, Products and/or Materials, and location of delivery (City, State):

- 1.
- 2.

Such processes for AIS took place at the following location:

(City, State)

This certification is to be submitted upon request to interested parties (e.g. municipalities, consulting engineers, general contractors, etc.)

If any of the above compliance statements change while providing materials to this project, please immediately notify the person(s) who is requesting to use your product(s).

Authorized Company Representative Signature

(Note: *Authorized signature shall be manufacturer's representative not the material distributor or supplier*)

STATEMENT OF SERVICES

APPENDIX B

Background:

The City of Anderson, Alaska (Community) is located about 55 air miles (76 driving miles) southwest of Fairbanks. The 6-mile access road connecting Anderson to the highway system runs west from the George Parks Highway at Mile Post 283.5. Most goods are brought in by truck. The 2020 estimated population is 171 people/ Most businesses and homes in the area are served by onsite groundwater wells and a community wastewater collection system that discharges into a lagoon.

The wastewater collection system was completed in multiple phases spanning from 2011 to 2014. Although this wastewater collection system is relatively new it is prone to freezing, infiltration, backup, and overflow. A recent accounting of the issues is provided by the Anderson Department of Public Works Forman in Attachment 1.

For Anderson, there are numerous reports previously developed (see Table 1), drawings for the wastewater collection system (see Table 2), environmental documents (see Table 3), and operation and maintenance (O&M) manuals (see Table 4); these are within the records of Department of Environmental Conservation (DEC). These are available upon request - specify if requesting all or particular attachments.

Table 1. List of reports available for Anderson.

A-01	2006 Geotechnical Study Community Wastewater Lagoon.pdf
A-02	2006 Geotechnical Study Septage Facility.pdf
A-03	2007 Design Piped Sewer & Septage Facility FS.pdf
A-04	2008 Design Analysis Report - Piped Sewer System.pdf
A-05	2009 Sewer System Phase I Technical Specifications 100%.pdf
A-06	2011 Sewer System Phase 2-4 Technical Specifications.pdf

Table 2. List of record drawings available for Anderson.

B-01	2007 Regional Septage Facility
B-02	2012 Phase 1 Record Drawing
B-03	2012 Phase 1 inverts and slope sheets Record Drawings (updated with 2015 as-built data)
B-04	2012 Phase 2 Record Drawings
B-05	2013 Phase 2 inverts and slope sheets Record Drawings (updated with 2015 as-built data)
B-06	2015 Phase 2, 3, and 4 Record Drawings
B-07	2015 Homeowner As-Built #1
B-08	2015 Homeowner As-Built #2
B-09	2018 Sewer Dosing System Record Drawing

Table 3. List of environmental documents available for Anderson.

C-01	2006 Anderson_Public_Notice_FONSI
C-02	2006 USDA_Wildlife Report
C-03	2007 Anderson_EA_FONSI
C-04	2007 Design SHPO
C-05	2009 POA-2006-1226, APP 93-1 Cover Sheet
C-06	2009 POA-2006-1226, City of Anderson

¹ DCRA Information Portal for Anderson, Alaska online at

<https://dccc.dmaps.arcgis.com/apps/MapJournal/index.html?appid=55ca3bc5560b4de3b41038ec6175d6be>

¹ <https://www.census.gov/data/tables/time-series/demo/popest/2020s-total-cities-and-towns.html>

Table 4. List of O&M Manuals available for Anderson.

D-01	2011 Lift Station Control Panel O&M Manual
D-02	2011 Wastewater Lift Station O&M Manual
D-03	2016 Wastewater Collection System O&M Manual
D-04	2016 Wastewater Lagoon O&M Manual
D-05	2017 CGS Project O&M Manual Anderson Dosing Station
D-06	2017 Dosing Stations O&M Manual with appendices
D-07	2018 Lift Station Gas Detection System O&M Manual

Scope of Work:

The contractor shall prepare, at minimum, a Site Visit, an Alternatives Memo, a Preliminary Engineering Report (PER), an Environmental Review (ER) for the scope of the grant. The PER shall be prepared in accordance with the structure and content of the United States Department of Agriculture (USDA) Bulletin 1780-2, PER to address freezing, infiltration, backup, and overflow issues associated with the wastewater collection system. The ER will be completed for the selected alternative.

The Community and Regional Health Organization must concur with the Alternatives Memo and selected alternative identified in the PER. The Alternatives Memo and PER drafts are also subject to review by the Multi-Agency Review Committee (Review Committee), comprised of representatives from state and federal funding agencies, as well as Alaska Department of Environmental Conservation (ADEC) programs that perform plan review for sanitation improvement projects and/or have regulatory oversight of drinking water, wastewater, and solid waste grants funding of the improvement project defined by the document. Revisions based on the Review Committee's comments, as well as other comments provided by the Village Safe Water (VSW) Engineer, shall be incorporated into the PER at the next submittal.

Scope of Evaluation

Planning under this procurement will evaluate alternatives to address freezing, infiltration, backup, and overflow issues associated with the wastewater collection system. Alternatives considered must evaluate and include, but are not limited to, the alternatives listed below. Fully evaluated means evaluation and inclusion of the content as described under "4) Alternatives considered" of USDA Bulletin 1780-2, e.g., operation and maintenance, environmental impacts, and land requirements. The scope of work shall include:

- A "No Action" alternative must be fully evaluated.
- Rehabilitating or replacing necessary portions of the system.
- Replacing the entire system if no other feasible option is identified.

In addition to the content require by USDA Bulletin 1780-2, the contractor shall include the following in the PER:

- An executive summary with a statement of the deficiency, the alternatives considered, and a summary of the preferred alternative, and estimated capital cost.
- For each alternative, identify any necessary geotechnical exploration and any site control issues.
- Alternatives to provide a community water source that meets the current State of Alaska regulatory standards for drinking water.
- Two cost estimates for each alternative: one including American Iron and Steel (AIS) requirements and one without. At the planning phase of a project the source of construction funding is unknown and if construction of this project is funded by the USDA Rural Development, a cost analysis based on AIS requirements of the Consolidated Appropriations Act of 2017 is required. See General Conditions, Appendix A. Additional information is provided in USDA RUS Bulletin 1780-35, available at https://www.rd.usda.gov/sites/default/files/UWP_Bulletin_1780-35.pdf
- Document consultation of the proposed alternatives with the appropriate ADEC regulatory staff and other necessary consultations for environmental impacts.
- Provide justification for any cost estimate contingencies greater than 10%.
- A statement regarding the permit status of the local landfill and a description of the proposed method for disposing of construction and demolition waste.
- Operator Certification requirements of each alternative.
- Cost estimate of permitting requirements for the selected alternative.
- Community preference and any construction challenges (e.g., contaminated sites, erosion, permafrost, access) in the Non-Monetary Factors for the Selection of an Alternative.
- Equivalent Dwelling Units (EDU), e.g., number of homes served, water usage.
- In the appendices include responses to comments, meeting minutes and/or agenda, and trip reports.
- The table of contents shall have a clickable links to each of the sections.
- If applicable, the planning documents should include the costs for remote monitoring system sensors. The system sensors would be included in the final design and construction plans.

- Community must pass a resolution adopting the PER.
- The table of contents shall have clickable links to each of the sections.
- The cover page of the PER shall include “Project No. 23RU33”.

Task 1 - Site Visit

The contractor shall perform a site investigation to accomplish the scope of work. The contractor must coordinate with the necessary personnel (e.g., city administrator, wastewater system operator, VSW Engineer, DEC Remote Maintenance Worker) and provide a minimum of 7 days’ notice prior to the site visit to ensure a successful site visit.

Task 1 - Site Visit Deliverables

Document Type	Format
Trip Report(s) with photos	Emailed Microsoft Word and PDF (electronic versions)

Task 2 - Alternatives Memo

The contractor shall prepare an Alternatives Memo providing a statement of deficiency and summary of alternatives considered for evaluation in the PER. The Alternatives Memo should not be longer than 2 pages. Feasible options will be addressed and developed in the PER, and impractical options shall be mentioned in the PER for completeness but dismissed from further evaluation. The Alternatives Memo is reviewed by the VSW Engineer, the Community, the Regional Health Organization, if appropriate, and the Review Committee. A meeting with the VSW Engineer, Community, Regional Health Organization, if appropriate, and the contractor will occur as needed before and after the Alternatives Memo is prepared.

Task 2 - Alternatives Memo Deliverables

Document Type	Format
Alternatives Memo	Electronic versions

Task 3 - PER

The contractor shall prepare the PER in accordance with the structure and content of the USDA *Bulletin 1780-2, Preliminary Engineering Reports for the Water and Waste Disposal Program* (USDA Bulletin 1780-2, Attachment 2) and include the content identified in the Lettered list below.

- The 65% PER draft submittal shall include development of options identified in the Alternatives Memo and incorporate response to comments for the Alternatives Memo. The 65% PER shall include an executive summary, as well as identify and describe the selected alternative. The 65% draft will include all the field work findings associated with the project. It will include capital and operational cost estimates with a 25% level of confidence. The 65% draft shall include the chapter addressing environmental effects, which is included in the PER outline. A meeting with the VSW Engineer, Community, Regional Health Organization, if appropriate, and the contractor will occur after submission of the 65% draft. The 65% draft is subject to review by the Review Committee.
- The 95% PER draft submittal shall include an executive summary, nearly final report, and final cost estimate. It will incorporate responses to comments from the 65% submittal. The 95% must be free of all spelling and grammatical errors before submittal. A meeting with the VSW Engineer, Community, Regional Health Organization, if appropriate, and the contractor will occur after submission of the 95% draft. The 95% draft is subject to review by the Review Committee.
- The final 100% PER shall address and/or incorporate any comments from the 95% PER submittal. The final draft is subject to review by the Review Committee, if the 95% draft was not approved.

Task 3 - PER Deliverables

Document Type	Format
65% Draft PER	Electronic versions
Responses to comments for 65% Draft	Electronic versions
95% Draft PER	Electronic versions
Responses to comments for 95% Draft	Electronic versions
Final PER	one (1) double-sided comb-bond paper copy sent to the community in addition to the electronic versions.
Responses to comments for final PER	Electronic versions

Task 4 - ER

The contractor shall complete the *USDA RD Alaska Rural Villages Grants (RAVG) Program, State of Alaska Environmental Review Guide to Comply with 7 CFR 1970* form (hereafter USDA RD Environmental Review form, Attachment 3) for the selected alternative and provide necessary supporting documentation. This form is to be used in lieu of the previously required Environmental Report and will be used to determine whether the project meets the criteria for categorical exclusion or if an EA is required. Refer to *RD Instruction 1970-B, Exhibit A - Flowchart for Processing Categorical Exclusion Actions* to evaluate if an EA is necessary (Attachment 4). USDA Environmental Guidance Documents are online at <https://www.rd.usda.gov/resources/environmental-studies/environmental-guidance>.

- a. The 65% ER draft submittal shall include preliminary information described in the form and maps of the disturbed areas. The 65% ER is subject to review and comments by the VSW Environmental Analyst.
- b. The 95% ER draft submittal shall demonstrate progress towards completion and address and/or incorporate any comments from the 65% ER draft submittal. The 95% ER is subject to review and comment by the VSW Environmental Analyst.
- c. The Final ER shall address and/or incorporate any comments from the 95% ER submittal. The Final ER must be free of all spelling and grammatical errors before submittal. The Final ER is subject to review and approval by the VSW Environmental Analyst and USDA Rural Development.

All labor related capital cost estimates developed as part of any planning document will be based on a progressive, graduated scale of the current Minimum Rates of Pay published by the Alaska Department of Labor (<http://labor.alaska.gov/lss/pamp600.htm>).

Task 4 - ER Deliverables

Document Type	Format
65% Draft ER	Electronic versions
95% Draft ER	Electronic versions
Final ER	one (1) double-sided comb-bond paper copy sent to the community in addition to the electronic versions.

Budget:

The budget for the project is \$75,000.00 to evaluate water source alternatives for the community. Cost proposals that exceed \$75,000.00 for Task 1 through 4 will be deemed non-responsive and rejected.

IRFP Schedule:

The IRFP 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 contract execution, is delayed, the rest of the schedule may be shifted accordingly. Calendar days are used unless otherwise noted.

Contract Schedule	Target Date
Issue Informal Request for Proposals (IRFP)	March 1, 2023
Proposals Due Date and Time	March 10, 2023 @ 2:00 PM AST
Evaluate Proposals and Select Firm	March 14, 2023
Issue Notice of Award	March 14, 2023
Issue Contract	March 15, 2023
Issue Notice to Proceed	March 15, 2023
Contract completed	9/30/2024

Milestones and Deliverables:

The contractor is invited to propose a schedule based on the deliverables and milestones identified below. Contractors can expect a minimum of 30-days review time on all submittals to allow for review by the VSW Engineer, Community, Regional Health Organization, if appropriate, and the Review Committee. Calendar days used unless indicated otherwise.

Milestone and Deliverables	Estimated Days after Award
Initial Kickoff Meeting	7 days after award
Biweekly email updates	14 days after award, and biweekly thereafter
Trip report(s) with photos	7 days after each site visit(s)
Alternatives Memo	30 days after award
Alternatives Memo discussion with community	Schedule within 15 days of providing memo
65% Draft PER	15 days after comments are provided for the Alternatives Memo
95% Draft PER and Responses to comments for 65% Draft PER	15 days after comments for the 65% PER are provided.
Final PER and Responses to comments for 95% Draft PER	15 days after comments for the 95% PER are provided
ER Draft	15 days after comments for the 65% PER are provided
Final ER	15 days after comments for the ER Draft are provided
A minimum 7 day notice shall be provided to the community, whereas 14 days' notice is preferred	

Attachments:

Offerors must contact the procurement officer to receive attachments #1 - #5. Attachments #1 - #5 will be sent to offerors via [Zend To](#).

1. Sewer Report to the Clerk, dated March 9, 2022, from the Anderson Department of Public Works Foreman.
2. Attachments upon request under Community Background Information from Tables 1 - 4. Specify if requesting all or particular attachments.
3. USDA Bulletin 1780-2: Preliminary Engineering Reports for the Water and Waste Disposal Program, 4/4/2013 - 22 pages
4. *USDA RD Alaska Rural Villages Grants (RAVG) Program, State of Alaska Environmental Review Guide to Comply with 7 CFR 1970* (USDA RD Environmental Review) form.
5. *USDA RD Instruction 1970-B, Exhibit A - Flowchart for Processing Categorical Exclusion Actions.*
6. Cost proposal form

COST PROPOSAL FORM

Item	Task Description	Unit	Quantity	Cost
A	Task 1 - Site Visit	Fixed Fee	1	\$
B	Task 2 - Alternatives Memo	Fixed Fee	1	\$
C	Task 3 - Preliminary Engineering Report	Fixed Fee	1	\$
D	Task 4 - Environmental Review	Fixed Fee	1	\$
E	Subtotal (Items A through D = Item E)			\$

SMALL PROCUREMENT DOCUMENTS PART B - PROPOSAL FORM

THIS COMPLETED FORM MUST BE THE FIRST PAGE. NO OTHER COVER SHALL BE USED.

Project Title: PER Wastewater collection system
IRFP No.: 23-VSW-AND-024

PROPOSAL REQUIREMENTS

Proposals shall demonstrate comprehension of the objectives and services for the proposed contract; include a brief overview of what will be done; and show a sequence and schedule for each important task. Assumptions made in formulation of the proposal and the support expected from the Contracting Agency shall be defined. The key individuals who will perform services shall be named (including all who would be "in responsible charge" (Ref: AS 08.48) for Architecture, Engineering, Land Surveying and/or Landscape Architecture with their Alaska

registration number). Include a brief – about one paragraph – statement for each person named that describes **experience directly related** to the service(s) they will perform. Proposed subcontracts, if any, shall be explained. Resources; e.g., support personnel, facilities, equipment, current and projected workload could be summarized. Any **unique** qualifications or knowledge of the project, project area, or services to be provided, should be identified. **See Part A Basis of Selection – Technical Proposal.**

ALASKA STATUTORY PREFERENCES

☐ are ☒ are not applicable to this contract.

FEDERAL PREFERENCES

☒ are ☐ are not applicable to this contract.

If applicable, check those preferences that you (Offeror) claim.

☐ Minority Owned Business / Women Owned Business (MBE/WBE). See Part A.

Invalid claim(s) will result in the Offeror's disqualification for contract award.

PROPOSAL

The undersigned has reviewed Part A – RFP of these documents, understands the instructions, terms, conditions, and requirements contained therein and in the Standard Provisions Booklet, and proposes to provide the required services described in Part A in accordance with the attached letter which constitutes our proposal to complete the project.

By my initials below, I certify that the Offeror and all Subcontractors identified in the Proposal shall comply with all requirements for the following items as explained in the General Conditions, Appendix A:

- [] Certification of Compliance (Alaska Licenses and Registrations, and Certifications).
- [] Insurance, including Workers' Compensation, Comprehensive or Commercial General Liability, and Comprehensive Automobile Liability.
- [] Professional Liability Insurance as follows:
 - ☐ As available.
 - ☐ Minimum of \$300,000.
 - ☐ Minimum of \$500,000.
- [] Certification for Federal-Aid Contracts Exceeding \$100,000 (DOT&PF Form 25A262 Appendix A, General Conditions)
- [] Suspension and Debarment Certification (DOT&PF Form 25A262 Appendix A, General Conditions)

For Small Procurements over \$50,000, by signature on this form, the Offeror certifies that all services provided under this contract by the Contractor and all Subcontractors shall be performed in the United States. If the offeror cannot certify that all work is being performed in the United States, the Offeror must contact the Contracts Officer to request a waiver at least 24 hours prior to proposal deadline. The Offeror must provide with their submission a detailed description of the portion of work being performed outside the United States, where, by whom,

and the reason the waiver is necessary. Failure to comply with this requirement may cause the state to reject the proposal as non-responsive, or cancel the contract.

I further certify that I am a duly authorized representative of the Offeror; that this Proposal accurately represents capabilities of the Offeror and Subcontractors identified for providing the services indicated. I understand that these Certifications are material representations of fact upon which reliance will be placed if this contract is awarded and that failure to comply with these Certifications is a fraudulent act. The Contracting Agency is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Offeror and Subcontractors. This proposal is valid for at least ninety (90) days.

Signature and Date

Name.....:
Title:
Offeror (Firm):
Street or PO Box:
City, State, Zip.....:
Telephone - Voice:
Telephone - Fax:
Email

Federal Tax Identification No.:

Type of Firm (Check one of the following):

- ☐ Individual ☐ Partnership
☐ Corporation in state of.....:
☐ Other (specify)

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

VSW Program No: 23-VSW-AND-024

CONTRACTOR shall include the provisions of this form in all subcontracts that exceed \$25,000 and shall ensure Subcontractor's compliance with such provisions.

ARTICLE D1 INDEMNIFICATION

D1.1 The CONTRACTOR shall indemnify, hold harmless, and defend the CONTRACTING AGENCY from and against any claim of, or liability for negligent acts, errors or omissions of the CONTRACTOR under this Agreement. The CONTRACTOR shall not be required to indemnify the CONTRACTING AGENCY for a claim of, or liability for, the independent negligence of the CONTRACTING AGENCY. If there is a claim of, or liability for, the joint negligent error or omission of the CONTRACTOR and the independent negligence of the CONTRACTING AGENCY, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CONTRACTOR" and "CONTRACTING AGENCY", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "Independent Negligence" is negligence other than in the CONTRACTING AGENCY's selection, administration, monitoring, or controlling of the CONTRACTOR and in approving or accepting the CONTRACTOR's Work.

D1.2 The CONTRACTOR shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Appeals Officer.

D1.3 The CONTRACTOR shall correct, through re-performance at its expense, any services which are deficient or defective because of the CONTRACTOR's failure to perform said services in accordance with professional standards, provided the CONTRACTING AGENCY has notified the CONTRACTOR in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

ARTICLE D2 INSURANCE

D2.1 Without limiting the CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall purchase at its own expense and maintain in force at all times for the duration of this Agreement, plus one year

following the date of final payment, the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the CONTRACTOR's policy contains higher limits, the CONTRACTING AGENCY shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the CONTRACTING AGENCY and incorporated into this Agreement with copies attached to this document. Certificates must provide for the CONTRACTING AGENCY to receive notice of any policy cancellation or reduction per AS 21.36 Sections 210-310. Failure to furnish certificates of insurance or lapse of the policy is a material breach and grounds for termination of the CONTRACTOR's services and may preclude other Agreements between the CONTRACTOR and the CONTRACTING AGENCY.

D2.1.1 Worker's Compensation Insurance: The CONTRACTOR shall provide and maintain, for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal USL&H and Jones Act requirements. The policy(s) must waive subrogation against the State of Alaska.

D2.1.2 Commercial General Liability Insurance: Such policy shall have **minimum** coverage limits of \$300,000 combined single limit per occurrence, covering all business premises and operations used by the Contractor in the performance of services under this agreement. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the CONTRACTING AGENCY.

D2.1.3 Comprehensive Automobile Liability Insurance: Such policy shall have **minimum** coverage of \$300,000 combined single limit per occurrence covering all vehicles used by the Contractor in the performance of services under this agreement.

D2.1.4 Professional Liability (E&O) Insurance: Covering all negligent errors or omissions, and negligent acts, which the CONTRACTOR, Subcontractor or anyone directly or indirectly employed by them, make in the performance of this Agreement which result in financial loss to the State of Alaska. Limits required are per the following schedule:

MINIMUM LIMITS OF E&O INSURANCE

Contract Amount	Combined Single Limit, Per Occurrence & Annual Aggregate
Under \$25,000	As Available
\$25,000 to \$100,000	\$300,000
\$100,000 to \$499,999	\$500,000
\$500,000 to \$999,000	\$1,000,000
\$1,000,000 and over	Negotiable

D2.1.5 Professional Liability Insurance required for this Agreement is \$

**ARTICLE D3
MODIFICATION OF INSURANCE REQUIREMENTS**

(Article D3 is completed only when some of the standard insurance coverages are not applicable.)

CONTRACTOR RELATED MODIFICATIONS

- D3.1 ☐ **Workers Compensation Insurance** is not required because the CONTRACTOR is an Independent Contractor, Sole Proprietor or Self-Employed Person having no employees in any sense of AS 23.30.045.
- D3.2 ☐ **Comprehensive or Commercial General Liability Insurance** is not required because the general public and clients do not have any business access to a place of business or home office maintained by the CONTRACTOR.
- D3.3 ☐ **Comprehensive Automobile Liability Insurance** is not required because only public transportation, or a rented passenger vehicle with business use insurance, will be used to accomplish requirements of this Agreement.

PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE

When services may apply to fire, life safety or structural aspects and/or wherever the services should safeguard life, limb, health or property, Professional Liability Insurance shall be required.

(E&O Coverage may be waived only if it was specifically not required within the solicitation for proposals.)

- D3.4 ☐ **Professional Liability (E&O) Insurance** is not required because: 1) the CONTRACTING AGENCY's use of the services or Work products obtained from the CONTRACTOR will not result in significant exposure to any third party claims for loss or damage; and 2), the CONTRACTOR services will not apply to any construction, alteration, demolition, repair or direct use of any highway, airport, harbor, building or other structure.
- D3.5 ☐ **Professional Liability (E&O) Insurance** is not required because this Agreement is for one of the following applicable (*checked*) services for which E&O coverage is not needed:
- ☐ Right-of-Way Fee Appraisals
 - ☐ Photogrammetric Mapping Services
 - ☐ Architectural/Engineering review of Construction Bid Documents wherein design responsibility clearly remains with the designer of record.

OTHER BASIS FOR MODIFICATIONS

(Requires written concurrence from Division of Risk Management)

- D3.6 ☐ Attached Exhibit D-1 identifies and provides justification for insurance modifications.

Above *checked* modifications of the insurance requirements specified in Article D2 are hereby approved:

CONTRACTING OFFICER

Signature: _____ Date: _____
Name: _____
Title: _____

Alaska Department of Environmental Conservation, Village Safe Water Program

INSTRUCTIONS FOR AGENCY ISSUE AND CONTRACTOR BILLING

1. Agency Contract Manager - The Small Procurement Documents are organized for ***only one Notice-to-Proceed (NTP) to be issued with the Contract Award for all services to be provided so that accounting procedures do not become unnecessarily burdensome and costly*** (i.e., the Contractor is required to establish only one cost account for this contract). Also, this document (Pact C – Contract Award, Notice to Proceed & Invoice Summary) must be issued and signed by the Contracting Officer (or a written designee per DOT&PF Policy #01.01.050). All items with a text form field must be complete at the time this document is issued. Other items are completed by the Contractor with each billing. *Note: If a revised NTP is required, do not reissue this document; use the "c-2 ntp" or "c-3-cr.ntp" form.*
 2. Contractor - If this Contract Award & NTP is unacceptable, notify the Contracting Agency immediately. If acceptable, acknowledge by signature where indicated on page 1 ***on a copy*** of this document and return the signed copy within ten days after your receipt. ***Retain the unmarked, as issued, document to be used for reproduction and billing.***
 3. Contractor - Submit Invoices to the Agency Contract Manager named on page one of this document. Contractor may use the firm's invoice forms; however the Contractor must also ***provide a copy of page one of this form as the FACE PAGE of each invoice submitted and with the following entries under "Invoice Summary" and "Contractor's Payment Request" accurately completed:***
 - a) Indicate if the Invoice is for Progress or Final Payment and enter the Sequential Invoice Number for this Contract.
 - b) In each column (c, d, e, f & g) where there is an Authorized Amount, show amounts for: Prior APPROVED Payments; THIS INVOICE; Prior Payments plus this Invoice; and Balance of Authorized Amounts.
- Note* ***"Prior APPROVED Payments" amounts might not equal the total of all prior invoices if some items were disallowed or adjustments were made. If a prior billing has not been acknowledged with any payment, or a different amount from the billing was paid without any notification of the reason(s), Contractor may attach a request for an explanation and remedial action.***
4. Contractor - Sign and date under "CONTRACTOR'S PAYMENT REQUEST" thereby attesting to the following:

"By signature hereunder, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Contract and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services have been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully compensated by the Contractor for such services."
 5. Contractor - Substantiate all charges on each invoice, other than for Fixed Prices or Fixed Fees, by attaching a summary of hours expended and hourly labor rate per employee; summary of units completed; subcontractor invoices; expense receipts, etc., or other proof of expenditures.
 6. Contractor - ***Prime Contractor's Labor and Indirect Cost shall be billed to the Contracting Agency within 45 days of performance. Subcontractors' Labor and Indirect Cost shall be billed to the Contracting Agency within 60 days of performance. All of the Contractor's and Subcontractors' Other Direct Costs (Expenses) shall be billed to the Contracting Agency within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Agency's discretion, not be paid.***
 7. Contractor - When this Contract is approximately 75% complete, the Contractor shall determine if the Authorized Amount(s) might be exceeded; and, if so, shall provide an estimate of cost to complete. The Contracting Agency will determine after discussion with the Contractor if additional cost is reasonable and does not include costs that should be absorbed by the Contractor. If additional cost is validated, a negotiated Amendment will be executed which either (1) reduces the scope of services/work products required commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount(s) to that required for completion of the original contract.
 8. Amendments - if required - will be issued per Article A8 of Appendix A, General Conditions, as contained in the Standard Provisions Booklet.

END OF PART C

COMPENSATION

APPENDIX C EXHIBIT C-1, METHOD(S) OF PAYMENT

VSW Program No:23-VSW-AND-024

1. Payments will be made in accordance with Article A7 (Basic Agreement), Articles C1 - C9 (Appendix C), the following, and the applicable discussions of Methods of Payment presented below. Hourly rates shall remain fixed for the duration of the contract.

CONTRACTOR & SUBCONTRACTORS	SUBCONTRACTOR TO: (FIRM)	METHOD OF PAYMENT	ESTIMATED COST	FEE	ESTIMATED PRICE
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Total Agreement Amount: _____

Note: If a Method of Payment is "Fixed Price", then the amount listed under "Estimated Price" is the Fixed Price.

2. **FIXED PRICE(S)** payments will be a single lump sum payment equal to the Fixed Price upon acceptable completion of this Agreement, or progress payments not to exceed the Fixed Price.

3. **FIXED PRICE(S) PLUS EXPENSES** section not used.

4. **COST PLUS FIXED FEE** section not used.

5. **TIME AND EXPENSES** (T&E) payments will be made according to the following:.

5.1 Payments for **TIME** will be equivalent to the number of hours expended by each job classification multiplied by the applicable Billing Rate. Work will be performed by personnel with the lowest reasonable skill levels and hourly rates. Further, when performing work for which they are over qualified, individuals will charge time at rates equivalent to skill levels commensurate with the work they perform.

The department will enter the below information as provided on the contractor's final submitted price proposal, after any negotiations.

Firm	Job Classification	Person's Name	Billing Rate (\$/HR)
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5.1.2 **BILLING RATES** are hourly labor rates which include compensation for all Costs (Direct Cost of Direct Labor and all Indirect Costs) plus Fee, except for allowable direct Expenses.

5.1.3 **Time & Expenses Overtime** shall be calculated at 1.5 times the base labor rate (DL & IDCR) and then the profit factor added. The contractor shall manage workload in a manner to reduce the need for overtime. The contractor must submit overtime requests to the department with as much advance notice as possible. The request must include a reason why overtime is needed, any negative effects if the request is not approved, for what task(s), and a time period (specific limited days). Approval of overtime is at the department's sole discretion.

5.2 Payments for Other Direct Costs (**EXPENSES**) will be made for actual substantiated costs that are directly chargeable to and necessary for performance of services assuming they are not recovered through the Indirect Cost Rate. "Markup" of Expenses is prohibited (reference paragraph C8).

6. SPECIAL CONSIDERATIONS:

6.1 Travelers are permitted actual costs, or an allowance, for lodging (as negotiated and detailed below) and an allowance for meal and incidental expenses (M&IE). Refer to AAM 60.250 for policies regarding travel.

6.2 Employees shall be considered in travel status from the time an authorized trip begins until it ends. An authorized trip is a trip approved in accordance with a NTP issued under the contract. The duty station of the employee is the city, town, or village, or within a 50-mile radius thereof, where the employee spends the majority of their working time.

6.3 M&IE allowances shall be limited to the State rate of \$60.00 per day. The duration of the trip must be more than 12 hours in order for the traveler to be eligible for M&IE allowances. Additionally, the traveler will receive 75% of the full allowable daily allowance on the initial date of departure and the final date of arrival for contract-approved travel, regardless of time of departure/arrival.

6.4 If paying actuals for Lodging, Lodging shall be at the hotel's "government" rate (when applicable) and for single occupancy, not to exceed \$300.00 per day. Lodging receipts are required.

