



ALASKA NATIVE TRIBAL HEALTH CONSORTIUM

REQUEST FOR PROPOSALS

ANTHC 12-R-31775

**IDIQ TERM CONTRACT FOR INCIDENTAL (LESS THAN \$100,000) FACILITY MAINTENANCE
AND REPAIR SERVICES
ANCHORAGE, ALASKA**

Date of Issue: 9 December 2011

Response Due Date: 5 January 2012

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GENERAL INFORMATION

1. **Purpose of the Request For Proposal (RFP):** The Alaska Native Tribal Health Consortium (ANTHC) is soliciting detailed proposals from contractors interested in providing the following services:

Provide incidental facility maintenance services (repairs and maintenance) to provide a safe working and living environment for ANTHC employees working and/or living in ANTHC leased or owned properties.

2. **Business License Requirement:** All proposers must have a valid Alaska Business License prior to award of contract.
3. **Other Licenses and Registrations Requirement:** All proposers are required to hold any and all necessary applicable professional licenses and registrations required by law. Proof of professional licenses is required with the proposal. Obtaining and ensuring compliance to all licensing and registering requirements is the complete responsibility of the proposer.
4. **Minimum Requirements:** Every Proposer to this RFP must meet the following minimum requirements to be considered responsive to this RFP.
 - Contractor must be a State of Alaska General Contractor
 - Contractor must be bonded and licensed (provide copy with proposal)
 - Contractor must have a minimum of three (3) years experience in facility maintenance, including general contracting, electrical, carpentry, painting, plumbing, etc.
 - Contractor must be able to offer a warranty of work performed
5. **Conflict of Interest and Restrictions:** If any proposer, proposer's employee, subcontractor, or any individual working on the proposed contract may have a possible conflict of interest that may affect the objectivity, analysis, and/or performance of the contract, it shall be declared in writing and submitted to ANTHC within ten days of issuance of this RFP. ANTHC shall determine in writing if the conflict is significant and material and if so, may eliminate the proposer from submitting a proposal.
6. **ANTHC Contact Person:** Any information required or questions regarding this RFP should be addressed and/or delivered to:

If Mailing: Alaska Native Tribal Health Consortium
Contracting Department
1901 Bragaw Street, Suite 200
Anchorage, Alaska 99508

If Delivering: 1901 Bragaw Street, Suite 200
Anchorage, Alaska 99508

Attention: Annie Messer, Sr. Contract Specialist

E-mail Address: amesser@anthc.org
Phone Number: 907.729.4063

7. **Deadline for Receipt of Proposals:** Proposals may be mailed or hand delivered, as long as four paper copies (one unbound original and three bound copies), as well as one electronic format (disk or thumb drive), are physically received by ANTHC no later than **2:00pm, Alaska Standard Time, Thursday, 5 January 2012.** Faxed proposals are not acceptable. **Electronic (email)**

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copies will be allowed only as a backup to the paper copies. Failure to meet the deadline will result in disqualification of the proposal without review.

NOTE: Price proposal is to be sealed in a separate envelope. If Bid Bond states the dollar amount, please seal it in the same envelope as the price proposal. Only one copy of the price proposal and the bid bond is needed.

Proposals are to be delivered to the address(es) referenced above. So that they are not mistakenly opened early, either the outer or the inner envelope should also contain the following:

Confidential: Do Not Open Until January 5, 2012
Proposal For: ANTHC 12-R-31775 Incidental Facility Maintenance Services
Attn: **ANNIE MESSER, SR. CONTRACT SPECIALIST**

8. **Proposer's Review and Substantive Questions:** Proposer's should carefully review this RFP for errors, questionable or objectionable materials, and items requiring clarification. Proposer's shall put these comments and/or questions in writing and submit them to the ANTHC's contact person at least ten (10) calendar days before the due date of proposals. This will allow time for an addendum to the RFP to be issued, if required, to all recipients of the initial RFP.
9. **Proposer's Review and Directional Questions:** If questions received involve no more than directing the questioner to a specific section of the RFP, questions may be responded to verbally, and do not require a written addendum.
10. **Addendum to the RFP:** ANTHC reserves the right to issue written addendums to revise or clarify the RFP, respond to questions, and/or extend or shorten the due date of proposals.
11. **Pre-proposal Conference:** A pre-proposal conference will not be held unless extensive questions arise regarding the RFP.
12. **Cancellation of the RFP:** ANTHC retains the right to cancel the RFP process if it is in the ANTHC's best interest. ANTHC shall not be responsible for costs incurred by proposers for proposal preparation.
13. **Service of Protest:**
 - a. Protests, as defined in ANTHC Procurement Policy shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from
Alaska Native Tribal Health Consortium
Director of Procurement and Contracting
4000 Ambassador Drive
Anchorage AK 99508-5928
 - b. The protest shall be received in the office designated not later than ten (10) calendar days after the basis of protest is known or should have been known, whichever is earlier.
14. **Proposal Withdrawal and Correction:** A proposal may be corrected or withdrawn by a written request received prior to the date of opening proposals.
15. **Multiple Proposals:** ANTHC shall not accept multiple proposals from the same proposer.
16. **Disclosure of Proposal Contents:** The content of a proposal shall not be disclosed to other proposer's.

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17. **Retention of Proposals:** All proposals and other material submitted become the ANTHC's property and may be returned only at the option of the ANTHC.
18. **Cost of Proposal Preparation:** Any and all costs incurred by proposer's in preparing and submitting a proposal are the proposer's' responsibility and shall not be charged to the ANTHC or reflected as an expense of the resulting contract.
19. **Delivery of Proposals:** ANTHC assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.
20. **Media Announcements:** Any and all media announcements pertaining to this RFP require the ANTHC's prior written approval.
21. **Other Governmental Requirements:** It is the responsibility of the proposer to indicate within their proposal the applicability of any other federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.
22. **Binding Contract:** This RFP does not obligate the ANTHC or the selected proposer until a contract is signed and approved by both parties. If approved, it is effective from the date of final approval by the Contracting Officer. ANTHC shall not be responsible for work done, even in good faith, prior to final approval of the proposed contract.
23. **Standard Terms and Conditions:** The successful proposer is expected to comply with the attached contractual terms and conditions attached to this RFP and titled:
 - a. Scope of Work Pertinent to the Proposed Contract
 - b. General Provisions
 - c. Hospital Special Provisions for Construction Contracts
24. **Concerns with the Special or General Provisions:** If a proposer has concerns with either the Special or General Provisions, they should put their comments and/or questions in writing and submit them to ANTHC's contact person at least ten calendar days before the due date of proposals. This will allow time for an addendum to the RFP to be issued, if required, to all recipients of the initial RFP.

ANTHC reserves the right to not award or cancel the award of the contract to a proposer who will not agree to all of the Special or General Provisions.
25. **Performance Bonds and/or Surety Deposits:** Payment and Performance bonds are not required to establish the contract. However, ANTHC reserves the right to request the bonds on any individual project anticipated to exceed \$100,000. If bonding is required for an individual project, and contractor can not obtain bonding, ANTHC reserves the right to use a different contractor awarded under this solicitation for the region, or to re-solicit for that particular project, per ANTHC procurement policy. Inability to obtain bonding on an individual project will not affect the term contract for future projects
26. **Liquidated Damages:** Not required for this contract.
27. **Additional Terms and Conditions:** ANTHC reserves the right to include additional terms and conditions during contract negotiations. However, these terms and conditions must be within the

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scope of the original RFP and will be limited to price, clarification, definition, and administrative and legal requirements.

28. **Contract Negotiations:** Upon completion of the evaluation process, contract negotiations may commence. If the selected proposer fails to provide the necessary information for negotiations in a timely manner, negotiate in good faith, or cannot perform the contract within the amount of funds available for the project and/or as proposed, ANTHC may terminate negotiations and negotiate with the next highest ranked proposer, or terminate award of the contract. ANTHC shall not be responsible for costs incurred by the proposer resulting from contract negotiations.
29. **American Recovery and Reinvestment Act (ARRA):** This project **is not** funded in part or in whole with ARRA funds.

HISTORICAL INFORMATION PERTINENT TO THE PROPOSED CONTRACT

ANTHC:

The Alaska Native Tribal Health Consortium is a non-profit health organization owned and managed by Alaska Native tribal governments and their regional health organizations. The Consortium was created in 1997 to provide statewide Native health services. Through its four divisions, the Consortium works in cooperation with tribes, Native health organizations, and municipalities to achieve its goals. ANTHC's four divisions are: Alaska Native Medical Center (ANMC), Division of Environmental Health and Engineering (DEHE); Community Health Services (CHS); and Consortium Business Support Services (CBSS). The Alaska Native Tribal Health Consortium and Southcentral Foundation jointly own and manage Alaska Native Medical Center. The ANTHC has committed to continuous improvement through the use of the Baldrige National Quality Program health care criteria for performance excellence. Our **Vision**, **Mission**, and **Values** are provided below. For more information, please visit us at www.anthc.org

Our VISION:

Alaska Natives are the healthiest people in the world.

Our MISSION:

Providing the highest quality health services in partnership with our people and the Alaska Native Tribal Health System

Our VALUES:

ACHIEVING EXCELLENCE

We achieve excellence through actions that support the ANTHC Mission, and which demonstrate consistency; the commitment of our leaders and all staff to our values; responsibility to the organization, our co-workers and our customers; collaboration with colleagues; accountability for our actions; careful stewardship of the organization's resources; quality in everything we do; and continuous learning and improvement throughout the organization.

NATIVE SELF-DETERMINATION

We express the value of Native self-determination through Alaska Natives setting health policies, programs, and priorities; through our Native professional and health care development activities; a focus on the importance of the Native community of Alaska; and by supporting the desirability and integrity of Native choice in matters of life and health.

TREAT WITH RESPECT AND INTEGRITY

We value our co-workers and our customers and we aspire to act in ways that are considerate and appreciative of them. We strive to always behave ethically in our business and personal lives. We are trusting, respectful, and open and honest in our interactions.

HEALTH AND WELLNESS

We promote lifelong health and wellness by pursuing health in mind, body and spirit, safety in the workplace and balance in our work and personal lives.

COMPASSION

We illustrate compassion through actions that demonstrate our awareness that we are part of a larger community; through an understanding of diversity; caring relationships; sincerity and our interactions with others; and sensitivity to others' needs and ways of living.

SCOPE OF WORK PERTINENT TO THE PROPOSED CONTRACT

1. **LOCATION OF WORK:** All work shall be performed, completed, and managed on an “as-needed” basis at the following ANTHC leased or owned buildings:
 - ANTHC Consortium Office Building, 4000 Ambassador Drive
 - Division of Environmental Health and Engineering, 1901 Bragaw Street
 - Division of Community Health Services, 7033 E Tudor Rd
 - ACES - Old Seward Building, 4831 Old Seward
 - Regional Supply Service Center (Warehouse), 6130 Tuttle Place
 - Inuit Building, 4141 Ambassador
 - Creekside Apartments, 3640 E 42nd Ave
 - Dentex, 4200 Lake Otis Pkwy

Building Locations subject to change according to operating efficiency – ANTHC may add or delete locations throughout life of the awarded contract, and any subsequent renewals.

2. **TERM OF PROPOSED CONTRACT:** ANTHC intends to establish up to two contracts with a performance period of:
 - date of award through 31 December 2013, with four (4) optional one year renewal periods.
3. **GENERAL RESPONSIBILITY:** The successful offeror(s) shall provide all necessary tools, equipment, parts, supplies, labor and supervision necessary to provide and perform the services in strict accordance with Tasks stated below.
4. **BACKGROUND:** ANTHC frequently requires incidental facilities maintenance services to be performed on an as-needed basis in buildings owned or leased by the ANTHC.
5. **PURPOSE:** To provide a safe working and living environment for the ANTHC employees in leased or owned properties, an ongoing ID/IQ contract with a contractor(s) is needed to expedite any ANTHC occupant directed incidental modifications, repairs and maintenance.

This contract will not be used for projects that exceed \$100,000 in scope.

6. **AWARD:** Award may be made to the two high score responsive and responsible proposer(s) whose proposal(s) conform to the specifications. **The Total Extended Price will be used for award purposes only. The quantities indicated in the Price Schedule are for evaluation purposes only and do not reflect any estimate of actual usage.** Award of a contract shall not entitle Contractor to any fees. All work will be authorized and funded by individual Delivery Orders. The Contractor with the highest score will receive first priority for all work. If awarded, the Contractor with the second highest score will be called when the first Contractor is unable to perform work in a timely manner.
7. **TASKS:** **Incidental Building / Facility Maintenance, can include, but is not limited to:**
 - Hanging of items:
 - o Pictures
 - o White boards
 - o Bulletins boards
 - o Electronic Equipment, i.e. – video teleconferencing equipment.
 - o Screens, etc.
 - Sheetrock repair and/or wall repairs, including, but not limited to:
 - o Painting
 - o Patching
 - o Cut-in
 - o Replace sheetrock if necessary

SCOPE OF WORK PERTINENT TO THE PROPOSED CONTRACT

- Minor electrical modifications and repair, including, but not limited to:
 - o Change out breaker boxes
 - o Re-route wiring
 - o Replace wiring
 - o Socket repair/replacement
 - o New wiring
- Minor plumbing modifications and repair, including, but not limited to:
 - o Boiler maintenance
 - o Furnace maintenance
 - o Pipe repairs
 - o Clogs and leaks
- Minor furniture repair and refinishing, including, but not limited to:
 - o Laminate repairs
 - o Surface repairs
 - o Upholstery repair/replacement
- Minor construction, including, but not limited to:
 - o Demolition and rebuilds
 - o Window replacement
 - o Gutter installation and or drainage repair issues
 - o Install hard-walls if necessary for design or space requirements
 - o Roof patching
 - o Carpet repairs (not replacement)
 - o Concrete repairs
 - o New door installations or changes including, framework or modifications
 - Changing of doorknobs and or locks with or without keys
- Other tenant-required modifications
- Minor Clean-up needed from activities performed from duties outlined in this scope of work
 - o Provide items and materials needed
- Responsible for reimbursement for damage resulting from maintenance, repair, and clean-up activities

NOTE: Davis Bacon wages may be required for projects anticipated to exceed \$2,000.

8. **DELIVERABLES:**

- Work done in a timely manner according to professional standards with an inspection from the ANTHC Property Management upon completion.
- Clean-up of spaces and surrounding areas involved in repair or maintenance activities, to include, but not limited to:
 - o Disposal of waste, materials, and excess items;

9. **SCHEDULE:** For emergency repairs, an immediate response is required and completion of work as quickly as possible. Call-out response time under emergency conditions could require an immediate 1-hour response.

Scheduled maintenance shall begin within 3 - 5 days of work order request, unless otherwise specified and agreed upon with contractor and ANTHC.

SCOPE OF WORK PERTINENT TO THE PROPOSED CONTRACT

10. **ORDERING:**

- a) Any services to be furnished under this contract shall be ordered by issuance of delivery orders by ANTHC.
- b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- c) If mailed, a delivery order is considered "issued" when the ANTHC deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic methods.

11. **PRICING:** It is anticipated that pricing under this contract will fall within two categories:

- All projects under \$2,000.00, total cost: This work shall be priced using Contractor's stipulated pay scale identified in the Price Proposal. The majority of the projects will fall in this category.
- All projects with total cost greater than \$2,000.00 but less than \$100,000 total cost: This work shall be priced using the Davis Bacon wage scale (General Decision # AK100001, 11/18/11, AK1), attached herein, plus a percentage for all overhead/project/etc costs, as stipulated in the Price Proposal. **Contractor will be required to submit Certified Payroll for these projects.**

12. **DELIVERY ORDERS:** Upon identification of incidental facility maintenance requirement, ANTHC will contact the first priority Contractor awarded under this contract for a written estimate of the total cost. The estimate will be based on contract prices established for the services required. Estimates shall include but not be limited to the following:

- Identify whether the services are required during normal working hours (8:00am-6:00pm) or outside normal working hours (including nights, weekends or holidays);
- Estimated number of labor hours itemized by category of worker and number of workers needed within each category;
- Hourly rate for each category from the Price Schedule submitted by contractor
- Itemized material cost
- Cost of any special equipment required for the repair or maintenance project. All costs associated with the special equipment (i.e., insurance, salaries, overhead, profit, truck rates, etc.) shall be included in its hourly rate.

Projects with a total cost of less than \$5,000 may be initiated with a verbal or email notice from ANTHC Facilities staff. Projects with a total cost of \$5,000 or greater will require a written delivery order signed by an authorized ANTHC Contracting Officer. A project may not be split in order to forgo the written DO requirement. Upon acceptance of a verbal or written Delivery Order, Contractor shall provide qualified personnel, labor, materials, equipment, transportation, services, and facilities to perform the work described in the Delivery Order. All work performed by Contractor shall be governed by the terms and provisions of this Contract and the applicable Delivery Order.

All Delivery Orders, written or verbal, are subject to the terms and conditions of this contract. In the event of conflict between a Delivery Order and this contract, the contract shall control.

Upon acceptance of a written Delivery Order, Contractor shall provide qualified personnel, labor, materials, equipment, transportation, services, and facilities to perform the work described in the Delivery Order. All work performed by Contractor shall be governed by the terms and provisions of this Contract and the applicable Delivery Order.

NOTE: ANTHC does not guarantee a minimum or maximum quantity for any of these services. Contractor shall invoice only for quantities actually used.

13. **SUBCONTRACTS:** Subcontracting **SHALL** be allowed. However, all subcontracts and tasks to be performed by subcontractors must be approved by ANTHC.

SCOPE OF WORK PERTINENT TO THE PROPOSED CONTRACT

14. **WARRANTY:** Contractor shall offer a minimum one (1) year warranty against the services provided under any contract awarded.
15. **CONTRACTOR'S COMPENSATION:** Compensation to the contractor shall be based on specific price and/or rates identified in the Contractor's proposal.
16. **REQUIREMENTS CONTRACT:**
- a) This will be a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of services specified in the Price Schedule are strictly for evaluation purposes only and are in no way related to actual quantities to be purchased.
 - b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the ANTHC all services specified in the Schedule and called for by orders issued in accordance with Ordering. The ANTHC may issue orders requiring delivery to multiple destinations or performance at multiple locations.
 - c) Unless this contract provides otherwise, the ANTHC shall order from the Contractor all the services specified in the Schedule that are required to be purchased by the ANTHC activity or activities specified in the Schedule.
 - (d) If the ANTHC urgently requires services before the earliest date that services may be specified under this contract, and if the Contractor will not accept an order providing for the urgent services, the ANTHC may acquire the urgently required services from another source.
 - (e) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and ANTHC's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to perform any services under this contract after completion of the contract.

PROPOSAL CONTENT AND REQUIREMENTS

Proposal Format: Submit one (1) unbound original and three (3) bound copies of the proposal, as well as one electronic format (disk or thumb drive). Proposals should be bound, printed on both sides of the paper when possible and organized according to the following outline. Proposals shall not exceed ten (10) pages, exclusive of resumes and exhibits.

NOTE: Price proposal is to be sealed in a separate envelope. Only one copy of the price proposal is needed. Price shall not be referenced in other parts of the proposal.

1. **Table of Contents:** The proposal will have a table of contents with page numbers and pages numbered throughout the proposal.
2. **Introduction:** Brief introduction which includes:
 - 2.1 The proposer's name and address;
 - 2.2 Statement that indicates the proposal is valid for at least 90 days from the proposal submission deadline;
 - 2.3 Statement that indicates the proposer's willingness to perform the services described in this RFP;
 - 2.4 Provide a detailed and precise discussion, including examples and/or documentation, of meeting each Minimum Requirement, if any, established in the "General Information" section of this RFP. Limit discussion to the meeting of the Minimum Requirements;
 - 2.5 Proof of any other licenses and/or registrations as required by this RFP;
 - 2.6 A statement that all staff and other resources which are required to perform the services described in this RFP will be made available by your organization over the life of the anticipated contract;
 - 2.7 Completed and signed Representations and Certifications of bidder/offeror (attachment);
 - 2.8 Statement that the signatory has authority to bind the proposer; and
 - 2.9 Signature of authorized individual.
3. **Strategic Planning & Development (5 POINT VALUE):** Consistent with the ANTHC's commitment to continuous improvement through the use of the Baldrige National Quality Program criteria for performance excellence, Offeror must show evidence of its understanding of these criteria and how you will support our vision, mission and values, which are provided in the section titled *Historical Information Pertinent to the Proposed Contract*.
4. **Company Qualifications (15 POINT VALUE):** Provide evidence that company has experience in last five (5) years on contracts with Government agencies and/or private industry performing incidental facility repairs and maintenance services, including electrical, plumbing, carpentry, etc work.

Include experience information for both the respondent firm and any sub-consultant firms / subcontractors that would be used for this contract.
5. **Price Proposal (75 POINT VALUE):** Provide pricing for all items indicated on the Price Schedule.
NOTE: Price Proposal is to be sealed in a separate envelope.
6. **Alaska Native / American Indian Preference (5 POINT VALUE):** Complete and sign attached Representations and Certifications.

REVIEW OF PROPOSALS

1. **Responsiveness:** Prior to evaluation, each proposal shall be reviewed to determine whether or not it is responsive. Nonresponsive proposals shall be eliminated and will not be evaluated. Factors that may result in a proposal being declared nonresponsive are:
 - 1.1 Not providing evidence of meeting the Minimum Requirements.
 - 1.2 Substantive and material conflicts of interest, which were not declared and/or were declared and determined to be significant enough that the ANTHC requested the potential proposer not submit a proposal.
 - 1.3 Substantive and material noncompliance to requirements of the RFP proposal submission guideline.
 - 1.4 Not providing a price, if applicable.

2. **Evaluation Process:** An evaluation committee consisting of ANTHC employees shall evaluate responsive proposals. Each proposal shall be independently evaluated by each member of the evaluation committee.

The evaluation will be based on the evaluation factors and values stated in this RFP. Discussions, presentations, and/or site inspections, if held, may result in individual evaluation committee members changing their scores. Evaluation factors not specified in this RFP may not be considered.

3. **Evaluation Factors:** The evaluation factors and the value of each are:

Strategic Planning & Development	5
Company Qualifications	15
Price Proposal	75
Alaska Native / American Indian Preference	<u>5</u>
Maximum Possible Points	100

4. **Cost Evaluation Formula:** The proposal with the lowest price shall receive the maximum points. The points allocated to each of the higher priced proposals shall be determined using the following formula:

$$\frac{(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Allowable Points for Price})}{\text{Proposer's Price}} = \text{Points}$$

5. **Discussions:** As determined by the evaluation process, proposer's reasonably susceptible of award may be offered the opportunity to discuss their proposal with the contracting officer or evaluation committee and the proposal may be adjusted as a result of the discussion. Proposers may also be allowed to submit a best and final proposal as a result of the discussion.
6. **Presentations:** ANTHC reserves the right to require an oral presentation. As determined by the evaluation process, proposers reasonably susceptible of award may be afforded the opportunity to give an oral presentation. If so afforded, proposers will be notified in writing of the presentation's requirements, date, time, location, and amount of time allowed for the presentation and/or questions and answer period. Periods will be strictly enforced.

The entire evaluation committee shall be present for oral presentations. All proposer costs associated with attending an oral presentation shall be borne by the proposer.

REVIEW OF PROPOSALS

7. **Site Inspections:** ANTHC reserves the right to require a site inspection. Site inspections may be required of all proposers or limited to those that, as determined by the evaluation process, are reasonably susceptible of award. If so afforded, proposers will be notified in advance. All costs associated with the site inspection shall be borne by the ANTHC.
8. **Notice of Award:** After award of Contract all Proposer's will be issued a Notice of Award containing the name(s) and address(es) of all proposers and the recipient of the contract.
9. **Informal Debriefing:** Any proposer may request and receive an informal debriefing after the Notice of Intent to Award is mailed out. The debriefing shall be limited to the offeror's proposal, concentrating on the areas considered deficient or inferior. The merits of other proposals will not be discussed.

REQUEST FOR PROPOSALS #ANTHC 12-R-31775
PRICE PROPOSAL
FACILITY MAINTENANCE / REPAIR SERVICES

Contractor Name: _____

DESCRIPTION: Provide all tools, labor, equipment, parts, supplies, and supervisions necessary to perform Incidental Maintenance and/or Repair Services for the Alaska Native Tribal Health Consortium, in strict accordance with the RFP Scope of Work.

Price Schedule – Non Davis Bacon Projects:
FOR PRICE EVALUATION PURPOSES ONLY

A	B	C	D	E	F
Item	Description	Unit	Unit Price*	Quantity	Extended Price (Unit price X Quantity)
Services Business Hours (8:00am – 6:00pm)					
1	Carpenter services	Hour		100	
2	Plumber services	Hour		100	
3	Painter services	Hour		100	
4	Electrician services	Hour		100	
5	Laborer services	Hour		100	
TOTAL, ITEMS 1-5					

NOTE: Bidder must include a price for all items. Failure to include a price for each item will result in the proposal being considered non-responsive, and rejected.

***Unit Price** is to include all expenses required to operate the contractor's business, and include, but not limited to, General and Administration (G&A), insurance, profit, small tools, etc. No further expenses will be accepted.

REQUEST FOR PROPOSALS #ANTHC 12-R-31775

PRICE PROPOSAL

Contractor Name: _____

Contractor will be required to pay Federal Davis Bacon wages from General Decision #AK100001, 11/18/11 AK1, for the base contract period, and submit Certified Payroll documents for any jobs whose scope is anticipated to cost more than \$2,000. A new General Decision will be applied with each subsequent renewal. The percentage for Overhead/Profit (Column E) shall remain constant throughout the life of the contract, including all renewals. The contract will include, but is not limited to, the following disciplines:

**Price Schedule – Davis Bacon Projects:
FOR PRICE EVALUATION PURPOSES ONLY**

A	B	C	D	E	F	G	H
Item	Description	Unit	Unit Price	Overhead & Profit % (G&A, insurance, etc.)*	Billable Rate (include overhead)	Quantity	Extended Price (Billable Rate X Quantity)
Services							
Business Hours (8:00am – 6:00pm)							
6	CARP4059-001 Carpenter services	Hour	\$55.87 (\$35.49 rate + \$20.38 fringe)	_____ %		20	
7	PLUM0262-002 Plumber services	Hour	\$55.70 (\$39.71 rate + \$18.72 fringe)	_____ %		20	
8	PAIN1959-002 Painter services (Brush)	Hour	\$45.20 (\$26.98 rate + \$18.22 fringe)	_____ %		20	
9	ELEC1547-004 Electrician services	Hour	\$60.51 (\$38.02 rate + 3%+\$21.35 fringe)	_____ %		20	
10	LABO0341-005 (Group 1) Laborer services	Hour	\$49.02 (\$29.00 rate + \$20.02 fringe)	_____ %		20	
TOTAL, ITEMS 6-10							

NOTE: Bidder must include a price for all items. Failure to include a price for each item will result in the proposal being considered non-responsive, and rejected.

*Overhead and Profit is to include all expenses required to operate the contractor's business, and include, but not limited to, General and Administration, insurance, profit, small tools, etc. No further expenses will be accepted.

GRAND TOTAL, ITEMS 1 – 10	
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PRICE PROPOSAL

THE ANTHC RESERVES THE RIGHT TO REJECT ALL PROPOSALS RECEIVED.

THE ANTHC RESERVES THE RIGHT TO MAKE MULTIPLE AWARDS.

INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ANTHC reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The ANTHC may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The ANTHC must exercise its post-acceptance rights:

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

OPTION TO EXERCISE RENEWAL OPTIONS

Prior to contract expiration, the ANTHC may elect to extend the term of this contract by written unilateral modification.

If the ANTHC exercises this option, the extended contract shall be considered to include this option provision.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

OPTION YEAR PRICING:

Hourly Rates (non Davis-Bacon): Contractors must request price adjustments, in writing, 30 days prior to the renewal date. Such adjustments may be made annually after completion of initial contract period. 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 ANTHC receives their written request. No retroactive contract price adjustments will be allowed.

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, as published by the U.S. Department of Labor, Bureau of Labor Statistics, at the following web site:
www.bls.gov/eag/eag.ak_chorage.htm

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 2011); and each (January through June six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. **The base year Index is 200.278.**

The Base Rate is the original contract rate for each line item in the contract.

The formula for computing a CPI adjustment is: Base Rate X % change in CPI + Base Rate = New Current Rate

Davis-Bacon Rates: For projects anticipated to exceed \$2,000, a current Wage Decision will be included with any subsequent renewals.

OPTION TO EXTEND SERVICES

REQUEST FOR PROPOSALS #ANTHC 12-R-31775

PRICE PROPOSAL

The ANTHC may require continued performance of any services within the limits and at the rates specified in the contract. This option provisions may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the Option To Extend Services by written unilateral modification to the contract.

PAYMENT PROCESS:

- (a) ANTHC shall pay the Contractor for each Delivery Order issued based on the contract prices as provided in this contract and the total estimate.
- (b) ANTHC shall pay the amount due to Contractor under this contract and each Delivery Order after:
- Completion and acceptance of project; and
 - Receipt of a properly executed invoice.

SCHEDULE OF SERVICES

The Contractor shall provide all services in accordance with the Scope of Work, subject to the terms and conditions of this contract.

The Contractor shall only be paid for services that are actually provided.

(Company Name)

(Signature)

(Date)

(Type/Printed Name)

(Title)

(Address)

(email)

(Phone #)

General Decision Number: AK100001 11/18/2011 AK1

Superseded General Decision Number: AK20080001

State: Alaska

Construction Types: Building and Heavy

Counties: Alaska Statewide.

BUILDING AND HEAVY CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number Publication Date

0	03/12/2010
1	03/19/2010
2	04/09/2010
3	04/16/2010
4	05/07/2010
5	05/21/2010
6	06/04/2010
7	06/18/2010
8	07/09/2010
9	08/06/2010
10	09/03/2010
11	09/10/2010
12	09/24/2010
13	10/08/2010
14	10/29/2010
15	11/19/2010
16	12/10/2010
17	12/31/2010
18	02/04/2011
19	02/18/2011
20	03/11/2011
21	03/25/2011
22	04/01/2011
23	04/08/2011
24	04/15/2011
25	05/06/2011
26	05/13/2011
27	05/27/2011
28	06/03/2011
29	07/08/2011
30	07/22/2011
31	07/29/2011
32	08/12/2011
33	08/19/2011
34	09/02/2011
35	09/09/2011
36	09/23/2011
37	10/07/2011
38	11/18/2011

ASBE0097-001 01/01/2011

	Rates	Fringes
Asbestos Workers/Insulator (includes application of all insulating materials protective coverings, coatings and finishings to all types of mechanical systems)....	\$ 36.11	15.26

ASBE0097-002 01/01/2011

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (includes preparation, wetting, stripping, removal scrapping, vacuming, bagging, and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 36.11	15.26

BOILO502-002 07/01/2011

	Rates	Fringes
BOILERMAKER.....	\$ 42.70	24.86

BRAK0001-002 07/01/2011

	Rates	Fringes
Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker.....	\$ 37.39	17.60
Tile & Terrazzo Finisher.....	\$ 31.78	17.60

CARP1501-001 09/01/2011

	Rates	Fringes
MILLWRIGHT.....	\$ 33.89	18.23

CARP2520-003 07/01/2010

	Rates	Fringes
Diver		
Stand-by.....	\$ 39.80	18.73
Tender.....	\$ 38.80	18.73
Working.....	\$ 79.60	18.73
Piledriver		
Carpenter.....	\$ 35.49	18.73
Piledriver; Skiff Operator and Rigger.....	\$ 34.49	18.73
Sheet Stabber.....	\$ 35.49	18.73
Welder.....	\$ 41.05	18.73

DEPTH PAY PREMIUM FOR DIVERS BELOW WATER SURFACE:

50-100 feet	\$1.00 per foot
101 feet and deeper	\$2.00 per foot

ENCLOSURE PAY PREMIUM WITH NO VERTICAL ASCENT:

5-50 FEET	\$1.00 PER FOOT/DAY
51-100 FEET	\$2.00 PER FOOT/DAY
101 FEET AND ABOVE	\$3.00 PER FOOT/DAY

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS: Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP4059-001 09/01/2011

	Rates	Fringes
CARPENTER		
Carpenter.....	\$ 35.49	20.38
Lather/Drywall Applicator...	\$ 35.49	20.38

ELEC1547-004 03/28/2011

	Rates	Fringes
CABLE SPLICER.....	\$ 39.77	3%+\$21.35
Electrician;Technician.....	\$ 38.02	3%+\$21.35

ELEC1547-005 03/28/2011

Line Construction

	Rates	Fringes
CABLE SPLICER.....	\$ 48.90	3%+23.10
Linemen (Including Equipment Operators, Technician).....	\$ 47.15	3%+22.57
Powderman.....	\$ 45.15	3%+23.10
TREE TRIMMER.....	\$ 32.70	3%+\$17.95

ELEV0019-002 01/01/2011

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.86	21.99

FOOTNOTE: a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit. b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

ENGI0302-002 01/01/2011

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 36.83	18.05
GROUP 1A.....	\$ 38.59	18.05
GROUP 2.....	\$ 36.06	18.05
GROUP 3.....	\$ 35.34	18.05
GROUP 4.....	\$ 29.13	18.05
TUNNEL WORK		
GROUP 1.....	\$ 40.51	18.05
GROUP 1A.....	\$ 42.45	18.05
GROUP 2.....	\$ 39.67	18.05
GROUP 3.....	\$ 38.87	18.05
GROUP 4.....	\$ 32.04	18.05

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Roller; Back Filler; Barrier Machine (Zipper); Batch Plant Operator: Batch and Mixer over 200 yds.; Beltcrete with power pack and similar conveyors; Bending Machine; Boat Coxwains; Bulldozers; Cableways, Highlines and Cablecars; Cleaning Machine; Coating Machine; Concrete Hydro Blaster; Cranes-45 tons and under or 150 foot boom and under (including jib and attachments): (a) Shovels, Backhoes, excavators with all attachments, Draglines, Clamshells; Gradalls-3 yards and under; (b) Hydralifts or Transporters, all track or truck type,(c) Derricks; Crushers; Deck Winches-Double Drum; Ditching or Trenching Machine (16 inch or over); Drilling Machines, core, cable, rotary and exploration; Finishing Machine Operator, concrete paving, Laser Screed, sidewalk, curb and gutter machine; Helicopters; Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell Sno Cat; Hydro Ax: Feller Buncher and similar; Loaders: Forklifts with power boom and swing attachment, Overhead and

front end, 2 1/2 yards through 5 yards, Loaders with forks or pipe clamps, Loaders, elevating belt type, Euclid and similar types; Mechanics, Bodyman; Micro Tunneling Machine; Mixers: Mobile type w/hoist combination; Motor Patrol Grader; Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield; Operator on Dredges; Piledriver Engineers, L. B. Foster, Puller or similar Paving Breaker; Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Sauerman-Bagley; Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, C.M.I. and C.M.I. Roto Mills and similar types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler; Welder; Electrical Mechanic, Camp Maintenance Engineer

GROUP 1A: Cranes-over 45 tons or 150 foot (including jib and attachments): (a) Shovels, backhoes,excavators with all attachments, draglines, clamshells-over 3 yards, (b) Tower cranes;Licensed Water/Waste Water Treatment Operator; Loaders over 5 yds.;Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours); Motor Patrol Grader, Dozer, Grade Tractor (finish: when finishing to final grade and/or to hubs, or for asphalt); Power Plants: 1000 k.w. and over; Quad; Screed; Sidebooms over 45 tons; Slip Form Paver C.M.I. and similar types; Scrapers over 40 yards; Camera/Tool/Video Operator (Slipline).

GROUP 2: Batch Plant Operators: Batch and Mixer 200 yds. per hour and under; Boiler-fireman; Cement Hog and Concrete Pump Operator; Conveyors (except as listed in group 1); Hoist on steel erection; Towermobiles and Air Tuggers; Horizontal/Directional Drill Locator;Licensed Grade Technician; Loaders, Elevating Grader, Dumor and similar; Locomotives: rod and geared engines; Mixers; Screening, Washing Plant; Sideboom (cradling rock drill regardless of size); Skidder; Trenching Machine under 16 inches; Waste/Waste Water Treatment Operator.

GROUP 3: "A" Frame Trucks, Deck Winches: single power drum; Bombardier (tack or tow rig); Boring Machine; Brooms-power; Bump Cutter; Compressor; Farm tractor; Forklift, industrial type; Gin Truck or Winch Truck with poles when used for hoisting; Grade Checker and Stake Hopper; Hoist, Air Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber Green and similar types (b) Forklifts or Lumber Carrier (on construction job site) (c) Forklifts with Tower (d) Overhead and Front-end, under 2 1/2 yds. Locomotives:Dinkey (air, steam, gas and electric) Speeders; Mechanics (light duty); Mixers: Concrete Mixers and Batch 200 yds. per hour and under; Oil, Blower Distribution; Post Hole Diggers, mechanical; Pot Fireman (power agitated); Power Plant, Turbine Operator, under 300 k.w.; Pumps-water; Roller-other than Plantmix; Saws, concrete; Skid Steer with all attachments; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Assistant Engineer (if over 85 tons or 100 ft. boom);Parts and Equipment Coordinator; Swamper (on trenching machines or shovel type equipment); Spotter; Steam Cleaner; Drill Helper.

FOOTNOTE: Groups 1-4 receive 10% premium while performing tunnel or underground work. Rig Oiler/Assistant Engineer shall be required on cranes over 85 tons or over 100 feet of boom.

IRON0751-003 08/01/2011

	Rates	Fringes
Ironworkers:		
BRIDGE, STRUCTURAL, ORNAMENTAL, REINFORCING MACHINERY MOVER,		
RIGGER, SHEETER, STAGE RIGGER, BENDER OPERATOR.....	\$ 33.40	23.16
FENCE, BARRIER AND GUARDRAIL INSTALLERS.....	\$ 29.90	23.16
GUARDRAIL LAYOUT MAN.....	\$ 30.64	23.16
HELICOPTER, TOWER.....	\$ 34.40	23.16

	Rates	Fringes
Laborers: North of the 63rd Parallel & East of Longitude 138 Degrees		
GROUP 1.....	\$ 29.00	20.02
GROUP 2.....	\$ 30.00	20.02
GROUP 3.....	\$ 30.90	20.02
GROUP 3A.....	\$ 34.18	20.02
GROUP 3B.....	\$ 35.01	20.02
GROUP 4.....	\$ 18.57	20.02
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 31.90	20.02
GROUP 2.....	\$ 33.00	20.02
GROUP 3.....	\$ 33.99	20.02
GROUP 3A.....	\$ 37.60	20.02
GROUP 3B.....	\$ 38.51	20.02
Laborers: South of the 63rd Parallel & West of Longitude 138 Degrees		
GROUP 1.....	\$ 29.00	20.02
GROUP 2.....	\$ 30.00	20.02
GROUP 3.....	\$ 30.90	20.02
GROUP 3A.....	\$ 34.18	20.02
GROUP 3B.....	\$ 35.01	20.02
GROUP 4.....	\$ 18.57	20.02
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 31.90	20.02
GROUP 2.....	\$ 33.00	20.02
GROUP 3.....	\$ 33.99	20.02
GROUP 3A.....	\$ 37.60	20.02
GROUP 3B.....	\$ 38.51	20.02

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Laborers (building); Landscape or Planter; Laying of Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

PAIN1959-001 07/01/2011

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
BRUSH/ROLLER PAINT OR WALL COVERER.....	\$ 29.17	18.47
TAPING, TEXTURING, STRUCTURAL PAINTING, SANDBLASTING, POT TENDER, FINISH METAL, SPRAY, BUFFER OPERATOR, RADON MITIGATION, LEAD BASED PAINT ABATEMENT, HAZARDOUS MATERIAL HANDLER.....	\$ 29.67	18.47

PAIN1959-002 07/01/2011

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
Painters:		
Brush, Roller, Sign, Paper and Vinyl, Swing Stage, Hand Taper/Drywall, Structural Steel, and Commercial Spray.....	\$ 26.98	18.22
Machine Taper/Drywall.....	\$ 28.18	18.22
Spray-Sand/Blast, Epoxy and Tar Applicator.....	\$ 29.48	16.22

PAIN1959-003 07/01/2011

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 34.09	17.28

PAIN1959-004 07/01/2011		
FLOOR LAYER: Carpet.....	Rates \$ 30.52	Fringes 12.39

PAIN1959-006 07/01/2011		
SOUTH OF THE 63RD PARALLEL		
GLAZIER.....	Rates \$ 34.09	Fringes 17.23

PLAS0867-001 02/10/2011		
PLASTERER	Rates	Fringes
North of the 63rd parallel..	\$ 34.94	17.01
South of the 63rd parallel..	\$ 34.69	17.01

PLAS0867-004 02/01/2011		
CEMENT MASON/CONCRETE FINISHER	Rates	Fringes
North of the 63rd parallel..	\$ 34.69	17.01
South of the 63rd parallel..	\$ 34.44	17.01

PLUM0262-002 07/01/2011		
East of the 141st Meridian		
Plumber; Steamfitter.....	Rates \$ 36.02	Fringes 23.07

PLUM0367-002 07/01/2011		
South of the 63rd Parallel		
Plumber; Steamfitter.....	Rates \$ 36.98	Fringes 18.72

PLUM0375-002 07/01/2011		
North of the 63rd Parallel		
Plumber; Steamfitter.....	Rates \$ 39.71	Fringes 18.45

PLUM0669-002 04/01/2011		
SPRINKLER FITTER.....	Rates \$ 41.55	Fringes 19.70

ROOF0190-002 06/01/2011		
ROOFER, Including Built Up, Composition and Single Ply Roofs	Rates	Fringes
NORTH OF THE 63RD PARALLEL..	\$ 28.50	2.44
SOUTH OF THE 63RD PARALLEL..	\$ 28.50	2.44

SHEE0023-003 06/01/2010		
South of the 63rd Parallel		
Sheet Metal Worker.....	Rates \$ 38.84	Fringes 18.35

SHEE0023-004 07/02/2010		
North of the 63rd Parallel		

Sheet Metal Worker.....	Rates \$ 42.98	Fringes 18.56
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TEAM0959-003 09/01/2011

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 37.77	16.43
GROUP 1A.....	\$ 39.04	16.43
GROUP 2.....	\$ 36.51	16.43
GROUP 3.....	\$ 35.69	16.43
GROUP 4.....	\$ 35.11	16.43
GROUP 5.....	\$ 34.35	16.43

GROUP 1: Semi with Double Box Mixer; Dump Trucks (including rockbuggy and trucks with pups) over 40 yards up to and including 60 yards; Deltas, Commanders, Rollogans and similar equipment when pulling sleds, trailers or similar equipment; Boat Coxswain; Lowboys including attached trailers and jeeps, up to and including 12 axles; Ready-mix over 12 yards up to and including 15 yards); Water Wagon (250 Bbbs and above); Tireman, Heavy Duty/Fueler

GROUP 1A: Dump Trucks (including Rockbuggy and Trucks with pups) over 60 yards up to and including 100 yards; Jeeps (driver under load)

GROUP 2: Turn-O-Wagon or DW-10 not self-loading; All Deltas, Commanders, Rollogans, and similar equipment; Mechanics; Dump Trucks (including Rockbuggy and Trucks with pups) over 20 yards up to and including 40 yards; Lowboys including attached trailers and jeeps up to and including 8 axles; Super vac truck/cacasco truck/heat stress truck; Ready-mix over 7 yards up to and including 12 yards;

GROUP 3: Dump Trucks (including Rockbuggy and Trucks with pups) over 10 yards up to and including 20 yards; batch trucks 8 yards and up; Oil distributor drivers; Partsman; Oil Distributor Drivers; Trucks/Jeeps (push or pull); Traffic Control Technician

GROUP 4: Buggymobile; Semi or Truck and trailer; Dumpster; Tireman (light duty); Dump Trucks (including Rockbuggy and Truck with pups) up to and including 10 yards; Track Truck Equipment; Stringing Truck; Grease Truck; Flat Beds, dual rear axle; Hyster Operators (handling bulk aggregate); Lumber Carrier; Water Wagon, semi; Water Truck, dual axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame manufactured rating over 5 tons; Bull Lifts and Fork Lifts with Power Boom and Swing attachments, over 5 tons; Front End Loader with Forks; Bus Operator over 30 passengers; All Terrain Vehicles; Boom Truck/Knuckle Truck over 5 tons; Foam Distributor Truck/dual axle; Hydro-seeders, dual axle; Vacuum Trucks, Truck Vacuum Sweepers; Loadmaster (air and water); Air Cushion or similar type vehicle; Fire Truck/Ambulance Driver; Combination Truck-fuel and grease; Compactor (when pulled by rubber tired equipment); Rigger (air/water/oilfield); Ready Mix, up to and including 7 yards;

GROUP 5: Gravel Spreader Box Operator on Truck; Flat Beds, single rear axle; Boom Truck/Knuckle Truck up to and including 5 tons; Pickups (Pilot Cars and all light duty vehicles); Water Wagon (Below 250 Bbbs); Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame, manufactured rating 5 tons and under; Bull Lifts and Fork Lifts (fork lifts with power broom and swing attachments up to and including 5 tons); Buffer Truck; Tack Truck; Farm type Rubber Tired Tractor (when material handling or pulling wagons on a construction project); Foam Distributor, single axle; Hydro-Seeders, single axle; Team Drivers (horses, mules and similar equipment); Fuel Handler (station/bulk attendant); Batch Truck, up to and including 7 yards; Gear/Supply Truck; Bus Operator, Up to 30 Passengers; Rigger/Swamper

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

REPRESENTATIONS AND CERTIFICATIONS OF BIDDER/OFFEROR

1. Type of Business Organization

The Bidder/Offeror, by checking the applicable box, represents that --

(a) It operates as

- ☐ a corporation incorporated under the laws of the State of _____
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization, or
- ☐ a joint venture; or

(b) If the Bidder/Offeror is a **foreign entity**, it operates as

- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization,
- ☐ a joint venture, or
- ☐ a corporation registered for business in the Country of _____

(c) The Bidder/Offeror is not

- ☐ on the List of Parties Excluded from Federal Procurement and Non-Procurement Programs, compiled, maintained, and distributed by the General Services Administration; and
- ☐ barred from bidding or contracting with the State of Alaska.

2. Parent Company Information

The Bidder/Offeror by checking the applicable box represents that --

- ☐ It is independently owned and operated and it is not owned or controlled by a parent company or parent organization.
- ☐ It is not independently owned and operated; it is owned or controlled by a parent company or parent organization; and the full name and address of the Bidder/Offeror's parent company or parent organization is:
- ☐ If not independently owned and operated, the parent company or parent organization's Taxpayer Identification Number (TIN) or Employer Identification Number (E.I. No.) is
-

3. Taxpayer Identification

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

REPRESENTATIONS AND CERTIFICATIONS OF BIDDER/OFFEROR

- (c) Taxpayer Identification Number (TIN). TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other. State basis for no TIN _____
- (d) Corporate Status.
- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity:
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).
- (e) Common Parent.
- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:
- Name _____ TIN _____

4. Contingent Fee Representation and Agreement

(Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see the General Provision of this contract entitled, COVENANT AGAINST CONTINGENT FEES.)

- (a) Representation. The offeror represents that, except for full-time bona-fide employees working solely for the offeror, the offeror:
- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the ANTHC and, when subparagraph (a) (1) or (a) (2) is answered affirmatively, to promptly submit to the Contracting Officer:
- (1) A complete Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
- (2) A signed statement indicating that the SF 119 was previously submitted to the same procurement officer, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this bid or offer.

5. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

(This provision is applicable only if the amount of the bid exceeds \$100,000.)

(a) The definitions and prohibitions contained in the clause, at General Provisions 8 (Limitation on Payments to Influence Certain Federal Transactions), included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

REPRESENTATIONS AND CERTIFICATIONS OF BIDDER/OFFEROR

- (1) 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 his or her behalf 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 the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form 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.

6. Certification of Nonsegregated Facilities

(a) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of this offer, the Bidder/Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder/Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The Bidder/Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will --

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

7. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
 - (i) The Offeror and/or any of its Principals--

REPRESENTATIONS AND CERTIFICATIONS OF BIDDER/OFFEROR

- (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) 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 paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the ANTHC, the Contracting Officer may terminate the contract resulting from this solicitation for default.

8. Clean Air and Water Certification

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is ☐ is not ☐ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

9. Anti-Kickback Provisions

REPRESENTATIONS AND CERTIFICATIONS OF BIDDER/OFFEROR

(a) The Contractor assures that regarding this contract, neither the Contractor, nor any of its employees, agents, or representatives has violated the provisions of the "Anti-Kickback" Act of 1986 (41 USC 51-58) or the Copland Anti-Kickback Act clause (18 USC 874, as supplemented by Department of Labor regulations at 29 CFR Pt. 3), which are incorporated by reference and made a part of this contract.

(b) The Contractor warrants that neither the Contractor nor any of its representatives has been required, directly or indirectly as an express or implied condition in obtaining or carrying out this contract, to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

10. Certificate of Independent Price Determination

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

11. Drug Free Workplace

To the extent that any facilities, equipment, vessel, or vehicle to be provided under this bid/offer is to be used as a place of work by Owner employees, the Bidder/Offeror certifies that it does and will maintain such place of work as a drug free workplace in compliance with the Drug Free Workplace Act of 1988 (P.L. 100-690) subject to all the sanctions and penalties in that Act. To this end the Bidder/Offeror represents that it is in compliance with the requirements of the clause prescribed by the Federal Acquisition Regulations (FAR) 52.223-5. (A copy of the FAR 52.223-5 clause is available from the office issuing this solicitation upon request.)

12. Cooperation for Required Determination of Responsible Prospective Contractor Prior to Award of Contract

(a) (This subparagraph applicable to Construction only) Signing of the bid shall be deemed to be a certification by the bidder that:

REPRESENTATIONS AND CERTIFICATIONS OF BIDDER/OFFEROR

- (1) Bidder is a construction contractor who owns, operates, or maintains a place of business, regularly engaged in construction, alteration or repair of buildings, structures, communication facilities, or other engineering projects, including furnishing and installing of necessary equipment; or
- (2) If newly entering into a construction activity, bidder has made all necessary arrangements for personnel, construction equipment, and required licenses to perform construction work; and
- (3) Upon request, prior to award, bidder will promptly furnish to ANTHC a statement of facts in detail as to bidder's previous experience (including recent and current contracts), organization (including company officers), technical qualifications, financial resources and facilities available to perform the contemplated work.

(b) The Bidder shall, upon request, promptly furnish ANTHC with a current certified statement of the Bidder's financial condition and such data as ANTHC may request with respect to the Bidder's operations. ANTHC will use this information to determine the Bidder's financial responsibility and ability to perform under the contract.

(c) Failure of a Bidder to comply with a request for information may be cause for rejection of the bid on responsibility grounds.

(d) ANTHC may make such investigations as they deem necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to ANTHC all such information and data for this purpose as ANTHC may request. ANTHC reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy ANTHC that such bidder is properly qualified and responsible to carry out the obligations of the contract and to complete the work contemplated therein.

13. Indian-Owned, Controlled, and Operated Business Representation

Alaska Native/American Indian: Any of the following natural persons:

(1) Any citizen of the United States who is a person of one-fourth degree or more Alaska Indian (including Tsimpshian Indians not enrolled in the Metlakatla Indian Community) Eskimo, or Aleut blood, or combination thereof, including any Native as so defined either or both of whose adoptive parents are not Natives, and including, in the absence of proof of a minimum blood quantum, any citizen of the United States who is regarded as an Alaska Native by the Native village or Native group of which he claims to be a member and whose father or mother is (or, if deceased, was) regarded as Native by any village or group; or

(2) Any person of Indian descent who is a member of any Federally recognized Indian Tribe, or any descendant of a person of Indian descent who is or was (if deceased) a member of any Federally recognized Indian Tribe. For purposes of this subsection, Eskimos, Aleuts and other aboriginal peoples of Alaska shall be considered Indians.

Alaska Native/American Indian Entity: Any of the following entities as defined in this Section:

- (1) An Indian Organization; or
- (2) An Indian Organization Subsidiary; or
- (3) An Indian-Owned Economic Enterprise; or
- (4) A Native Corporation; or
- (5) A Native Corporation Subsidiary.

Indian Organization: Any of the following entities, as defined in this Section:

- (1) An Indian Tribe, or
- (2) A Tribal Organization, or
- (3) An Inter-Tribal Consortium.

Indian Organization Subsidiary: Any corporation, non-profit, JV, subsidiary, partnership, LLP, LLC or other business association that is greater than 50% actively managed by an Indian Organization, that is greater than 50% owned by an Indian Organization, that expends at least 51% of the service costs of performing the contract on AN/AIs or AN/AI Entities, and is greater than 50% of whose profits (if any) inure to the benefit of an Indian Organization. These respective requirements shall be met if:

REPRESENTATIONS AND CERTIFICATIONS OF BIDDER/OFFEROR

- (1) Greater than 50% of the total voting power of the governing board or its equivalent is Indian Organization-controlled; and
- (2) Greater than 50% of the total equity of the subsidiary is Indian Organization-contributed, with “equity” for purposes of this subsection to include
 - (a) the market value of the subsidiary's stock and all other capital, and
 - (b) the market value of the subsidiary's real and personal property; and
- (3) At least 51% of the subsidiary's service costs under the contract is expended on AN/AIs or AN/AI Entities, to include the cost of employee salaries and benefits and the cost of service subcontractors during the term of a contract; and
- (4) Greater than 50% of the profits (if any) inure to the benefit of an Indian Organization.

Indian-Owned Economic Enterprise: Any Indian-owned corporation, non-profit, JV, subsidiary, partnership, LLP, LLC or other business association that is greater than 50% actively AN/AI managed, that is greater than 50% AN/AI owned, that expends at least 51% of the service costs of performing the contract on AN/AIs or AN/AI Entities, and greater than 50% of whose profits (if any) inure to AN/AI benefit. These respective requirements shall be met if:

- (1) Greater than 50% of the total voting power of the governing board or its equivalent is AN/AI-controlled; and
- (2) Greater than 50% of the total equity of the enterprise is AN/AI-contributed, with “equity” for purposes of this subsection to include
 - (a) the market value of the enterprise's stock and all other capital, and
 - (b) the market value of the enterprise's real and personal property; and
- (3) At least 51% of the enterprise's service costs under the contract is expended on AN/AIs or AN/AI Entities, to include the cost of employee salaries and benefits and the cost of service subcontractors during the term of a contract; and
- (4) Greater than 50% of the profits (if any) inure to AN/AI benefit.

Indian Tribe: Any Indian Tribe, band, nation or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Inter-Tribal Consortium: A coalition of two or more separate Indian Tribes that join together for the purpose of participating in self-governance under the Indian Self-Determination Act, including Tribal Organizations.

Native Corporation: Any Alaska Native Claims Settlement Act Regional Corporation, Village Corporation, Urban Corporation or Group Corporation whose Settlement Common Stock and other stock held by holders of Settlement Common Stock and by Natives and descendants of Natives represents greater than 50% of both:

- (1) The total equity of the corporation, and
- (2) The total voting power of the corporation for the purposes of electing directors.

Native Corporation Subsidiary: Any corporation, non-profit, JV, subsidiary, partnership, LLP, LLC or other business association that is greater than 50% actively managed by a Native Corporation, that is greater than 50% owned by a Native Corporation, that expends at least 51% of the service costs of performing the contract on AN/AIs or AN/AI Entities, and greater than 50% of whose profits inure to the benefit of a Native Corporation. These respective requirements shall be met if:

- (1) Greater than 50% of the total voting power of the governing board or its equivalent is Native Corporation-controlled; and
- (2) Greater than 50% of the total equity of the subsidiary is Native Corporation contributed, with “equity” for purposes of this subsection to include
 - (a) the market value of the subsidiary's stock and all other capital, and
 - (b) the market value of the subsidiary's real and personal property; and
- (3) At least 51% of the subsidiary's service costs under the contract is expended on AN/AIs or AN/AI Entities, to include the cost of employee salaries and benefits and the cost of service subcontractors during the term of a contract; and
- (4) Greater than 50% of the profits (if any) inure to the benefit of a Native Corporation.

REPRESENTATIONS AND CERTIFICATIONS OF BIDDER/OFFEROR

Tribal Organization: The recognized governing body of any Indian tribe; any legally established organization of Indians which is controlled, sanctioned, or chartered by such governing body or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities.

Tribe: Any Indian Tribe as defined in this Section.

REPRESENTATION

Any firm that misrepresents itself as an Alaska Native/American Indian Entity in order to secure the award of a contract or purchase order shall be subject to suspension, debarment and prosecution under applicable law.

(a) **Representation:** The offeror represents that ☐ it is, ☐ is not 51% or more Alaska Native / American Indian Entity as defined in Section 13 above.

(b) (This is applicable ***only*** if this is an Alaska Native/American Indian Entities preference or set-aside). The specified degree of Alaska Native/American Indian ownership, control and management must be maintained during the period covered by this contract.

14. Bidder/Offeror Certification and Representation Signature

By signing below, the Bidder/Offeror represents that all of its statements, certifications, and representations, and other information supplied herein are true and correct as of the date of submittal of this bid/offer.

BIDDER/OFFEROR:

(Type or Print Company Name)

(Address of Bidder/Offeror)

AUTHORIZED SIGNATURE:

(Signature)

(Date)

GENERAL PROVISIONS – CONSTRUCTION CONTRACT

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GENERAL PROVISIONS – CONSTRUCTION CONTRACT

1. Definitions

This clause has been altered to read as follows:

As used in the documents, provisions, and clauses of this solicitation and contract, the following terms shall have the meaning set forth herein.

- (a) "Commercial component" means any component that is a commercial item.
- (b) "Component" means any item supplied to the ANTHC as part of an end item or of another component.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "ANTHC" means Alaska Native Tribal Health Consortium
- (e) "Owner" means the Alaska Native Tribal Health Consortium (ANTHC)
- (f) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

2. Gratuities

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the Procurement Director or a designee determines that the Contractor, its agent, or another representative--
 - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the ANTHC; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) of this clause, the ANTHC is entitled--
 - (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the Procurement Director or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the ANTHC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

3. Restrictions on Subcontractor Sales to the ANTHC

- (a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the ANTHC of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

4. Anti-Kickback Procedures

- (a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

GENERAL PROVISIONS – CONSTRUCTION CONTRACT

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--
 - (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
 - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the ANTHC unless the ANTHC has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c) (5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

5. Price or Fee Adjustment for Illegal or Improper Activity

- (a) The ANTHC, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be--
 - (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
 - (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
 - (3) For cost-plus-award-fee contracts--
 - (i) The base fee established in the contract at the time of contract award;
 - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
 - (4) For fixed-price-incentive contracts, the ANTHC may--
 - (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such

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adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The ANTHC may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the ANTHC may terminate this contract for default. The rights and remedies of the ANTHC specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

6. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the ANTHC under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special ANTHC employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal ANTHC.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

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"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibitions.*

- (1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay 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 in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 in connection with a Federal contract, grant, loan, or cooperative agreement.
- (3) The prohibitions of the Act do not apply under the following conditions:
 - (i) *Agency and legislative liaison by own employees.*
 - (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:
 - (1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
 - (D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--
 - (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.
 - (E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.
 - (ii) *Professional and technical services.*
 - (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--
 - (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal,

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amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

- (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
 - (B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
 - (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award includes those required by law or regulation and any other requirements in the actual award documents.
 - (D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.
 - (E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.
- (c) *Disclosure.*
- (1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to *include* profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.
 - (2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--
 - (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
 - (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
 - (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the

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subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) *Agreement.* The Contractor agrees not to make any payment prohibited by this clause.

(e) *Penalties.*

(1) Any person who makes expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the ANTHC from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) *Cost allowability.* Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

7. Approval of Contract

This contract is subject to the written approval of the President/CEO of ANTHC or his or her designated Procurement Director.

8. Protecting the ANTHC's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

(a) The ANTHC suspends or debar Contractors to protect the ANTHC's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the ANTHC's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

9. Variation in Estimated Quantity

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

10. Audit and Records--Sealed Bidding

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- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--
 - (1) The proposal for the modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the modification; or
 - (4) Performance of the modification.
- (c) *Comptroller General.* In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.
- (d) *Availability.* The Contractor shall make available at its office at all reasonable times the materials described in paragraph (b) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.
 - (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
 - (2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.
- (e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.804-2(a)(1) for submission of cost or pricing data.

11. Price Reduction for Defective Cost or Pricing Data--Modifications--Sealed Bidding

- (a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.804-2(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.804-1 applies.
- (b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because:
 - (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data,
 - (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or
 - (3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.
- (c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (d) (1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
 - (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

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- (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
- (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
- (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--
 - (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
 - (B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if--
 - (A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or
 - (B) The ANTHC proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.
- (e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--
 - (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the ANTHC is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
 - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.

12. Subcontractor Cost or Pricing Data--Modifications--Sealed Bidding

- (a) The requirements of paragraphs (b) and (c) of this clause shall (1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), and (2) be limited to such modifications.
- (b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.804-1 applies.
- (c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection FAR 15.804-4 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1).

13. Order of Precedence--Sealed Bidding

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) the Schedule (excluding the specifications);
- (b) representations and other instructions;
- (c) contract clauses;
- (d) other documents, exhibits, and attachments; and
- (e) the specifications.

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14. Clean Air and Water

(a) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401, et seq.).

"Clean air standards," as used in this clause, means--

- (1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;
- (2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));
- (3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or
- (4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the EPA or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

"Compliance," as used in this clause, means compliance with--

- (1) Clean air or water standards; or
- (2) A schedule or plan ordered or approved by a court of competent jurisdiction, the EPA, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the EPA determines that independent facilities are collocated in one geographical area.

"Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251, et seq.).

(b) The Contractor agree:

- (1) To comply with the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;
- (2) That no portion of the work required by this prime contract will be performed in a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;
- (3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and
- (4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

15. Drug-Free Workplace

(a) Definitions. As used in this clause--

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

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"Employee" means an employee of a Contractor directly engaged in the performance of work under a ANTHC contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--
 - (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
 - (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (ii) Abide by the terms of the statement; and
 - (iii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
 - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the ANTHC, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

15. Authorization and Consent

- (a) The ANTHC authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent
 - (1) embodied in the structure or composition of any article the delivery of which is accepted by the ANTHC under this contract or
 - (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with
 - (ii) specifications or written provisions forming a part of this contract or
 - (iii) specific written instructions given by the Contracting Officer directing the manner of performance.The entire liability to the ANTHC for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the ANTHC assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

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- (b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

17. Notice and Assistance Regarding Patent and Copyright Infringement

- (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (b) In the event of any claim or suit against the ANTHC on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the ANTHC, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the ANTHC except where the Contractor has agreed to indemnify the ANTHC.
- (c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at FAR 2.101.

18. Additional Bond Security

The Contractor shall promptly furnish additional security required to protect the ANTHC and persons supplying labor or materials under this contract if--

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the ANTHC.
- (b) Any surety fails to furnish reports on its financial condition as required by the ANTHC;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) The contract performance period is extended and an irrevocable letter of credit (ILC) is used as security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

19. Performance and Payment Bonds-- Construction

- (a) *Definitions.* As used in this clause--

"Contract price" means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.

- (b) Unless the resulting contract price is \$100,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:
 - (1) *Performance Bonds* (Standard Form 25):
 - (i) The penal amount of performance bonds shall be 100 percent of the original contract price.
 - (ii) The ANTHC may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.
 - (iii) The ANTHC may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
 - (2) *Payment Bonds* (Standard Form 25-A):
 - (i) The penal amount of payment bonds shall equal--
 - (A) 50 percent of the contract price if the contract price is not more than \$1 million;
 - (B) 40 percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (C) \$2.5 million if the contract price is more than \$5 million.
 - (ii) If the original contract price is \$5 million or less, the ANTHC may require additional protection if the contract price is increased. The penal amount of the total protection shall meet the requirement of subparagraph (b)(2)(i) of this clause.

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- (iii) The ANTHC may secure additional protection by directing the Contractor to increase the penal sum of the existing bond or to obtain an additional bond.
- (c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.
- (d) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register*, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

20. Federal, State, and Local Taxes

- (a) Definitions:
 - (1) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.
 - (2) "All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.
 - (3) "After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.
 - (4) "After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.
- (b) The contract price includes all applicable Federal, State, and local taxes and duties.
- (c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
- (d) The contract price shall be decreased by the amount of any after-relieved Federal tax.
- (e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (h) The ANTHC shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

21. Payments Under Fixed-Price Construction Contracts

- (a) *Payment of price.* The ANTHC shall pay the Contractor the contract price as provided in this contract.
- (b) *Progress payments.* The ANTHC shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
 - (1) The Contractor's request for progress payments shall include the following substantiation:
 - (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

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- (ii) A listing of the amount included for work performed by each subcontractor under the contract.
- (iii) A listing of the total amount of each subcontract under the contract.
- (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
- (v) Additional supporting data in a form and detail required by the Contracting Officer.
- (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--
 - (i) Consideration is specifically authorized by this contract; and
 - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (c) *Contractor certification.* Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

- (d) *Refund of unearned amounts.* If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--
 - (1) Notify the Contracting Officer of such performance deficiency; and
 - (2) Be obligated to pay the ANTHC an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--
 - (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
 - (ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.
- (e) *Retainage.* If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the ANTHC and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.
- (f) *Title, liability, and reservation of rights.* All material and work covered by progress payments made shall, at the time of payment, become the sole property of the ANTHC, but this shall not be construed as--
 - (1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
 - (2) Waiving the right of the ANTHC to require the fulfillment of all of the terms of the contract.

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- (g) *Reimbursement for bond premiums.* In making these progress payments, the ANTHC shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.
- (h) *Final payment.* The ANTHC shall pay the amount due the Contractor under this contract after--
 - (1) Completion and acceptance of all work;
 - (2) Presentation of a properly executed voucher; and
 - (3) Presentation of release of all claims against the ANTHC arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).
- (i) *Limitation because of undefinitized work.* Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.
- (j) *Interest computation on unearned amounts.* In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--
 - (1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and
 - (2) Deducted from the next available payment to the Contractor.

22. Assignment of Claims

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

23. Disputes

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the ANTHC against the Contractor shall be subject to a written decision by the Contracting Officer.

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- (2) (i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim--
 - (A) Exceeding \$100,000; or
 - (B) Regardless of the amount claimed, when using--
 - (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
 - (2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the ANTHC is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
 - (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
 - (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the ANTHC is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.
 - (h) The ANTHC shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
 - (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

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24. Bankruptcy

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of ANTHC contract numbers and contracting offices for all ANTHC contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

25. Suspension of Work

- (a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the ANTHC.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.
- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

26. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the ANTHC-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; *Provided*, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the ANTHC is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the ANTHC. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

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- (f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

30. Changes and Changed Conditions

- (a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.
- (b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.
- (c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.
- (d) THE CONTRACTING OFFICER SHALL NOT MAKE AN EQUITABLE ADJUSTMENT UNDER PARAGRAPH (B) UNLESS--
 - (1) The Contractor has submitted and the Contracting Officer has received the required written notice; or
 - (2) The Contracting Officer waives the requirement for the written notice.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

28. Change Order Accounting

The Contracting Officer may require change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

29. Subcontracts (Fixed-Price Contracts)

- a. This clause does not apply to firm-fixed-price contracts and fixed-price contracts with economic price adjustment. However, it does apply to subcontracts resulting from unpriced modifications to such contracts.
- b. "Subcontract," as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if the Contractor does not have an approved purchasing system and if the subcontract--
 - (1) Is proposed to exceed \$100,000; or
 - (2) Is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services, which in the aggregate are expected to exceed \$100,000.
- (c) The advance notification required by paragraph (b) above shall include--
 - (1) A description of the supplies or services to be subcontracted;
 - (2) Identification of the type of subcontract to be used;
 - (3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained;
 - (4) The proposed subcontract price and the Contractor's cost or price analysis;
 - (5) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions;
 - (6) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract; and
 - (7) A negotiation memorandum reflecting--
 - (i) The principal elements of the subcontract price negotiations;
 - (ii) The most significant considerations controlling establishment of initial or revised prices;
 - (iii) The reason cost or pricing data were or were not required;
 - (iv) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (v) The extent, if any, to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and subcontractor; and the effect of any such defective data on the total price negotiated;

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- (vi) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (vii) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (d) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (b) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.
- (e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations in subsection 15.903(d) of the Federal Acquisition Regulation (FAR).
- (h) The ANTHC reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

30. ANTHC Property (Fixed-Price Contracts)

a. *ANTHC-furnished property.*

- (1) The ANTHC shall deliver to the Contractor, for use in connection with and under the terms of this contract, the ANTHC-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "ANTHC-furnished property").
- (2) The delivery or performance dates for this contract are based upon the expectation that ANTHC-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.
- (3) ANTHC-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at ANTHC expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.
- (4) If ANTHC-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

b. *Changes in ANTHC-furnished property.*

- (1) The Contracting Officer may, by written notice, (i) decrease the ANTHC-furnished property provided or to be provided under this contract, or (ii) substitute other ANTHC-furnished property for the property to be provided by the ANTHC, or to be acquired by the Contractor for the ANTHC, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.
- (2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the ANTHC has agreed in the Schedule to make the property available for performing this contract and there is any--
 - (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or
 - (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

c. *Title in ANTHC property.*

- (1) The ANTHC shall retain title to all ANTHC-furnished property.

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- (2) All ANTHC-furnished property and all property acquired by the Contractor, title to which vests in the ANTHC under this paragraph (collectively referred to as "ANTHC property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to ANTHC property shall not be affected by its incorporation into or attachment to any property not owned by the ANTHC, nor shall ANTHC property become a fixture or lose its identity as personal property by being attached to any real property.
- (3) Title to each item of facilities and special test equipment acquired by the Contractor for the ANTHC under this contract shall pass to and vest in the ANTHC when its use in performing this contract commences or when the ANTHC has paid for it, whichever is earlier, whether or not title previously vested in the ANTHC.
- (4) If this contract contains a provision directing the Contractor to purchase material for which the ANTHC will reimburse the Contractor as a direct item of cost under this contract--
 - (i) Title to material purchased from a vendor shall pass to and vest in the ANTHC upon the vendor's delivery of such material; and
 - (ii) Title to all other material shall pass to and vest in the ANTHC upon--
 - (A) Issuance of the material for use in contract performance;
 - (B) Commencement of processing of the material or its use in contract performance; or
 - (C) Reimbursement of the cost of the material by the ANTHC, whichever occurs first.
- (d) *Use of ANTHC property.* The ANTHC property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.
- (e) *Property administration.*
 - (1) The Contractor shall be responsible and accountable for all ANTHC property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.
 - (2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of ANTHC property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.
 - (3) If damage occurs to ANTHC property, the risk of which has been assumed by the ANTHC under this contract, the ANTHC shall replace the items or the Contractor shall make such repairs as the ANTHC directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the ANTHC is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.
 - (4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the ANTHC is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.
- (f) *Access.* The ANTHC and all its designees shall have access at all reasonable times to the premises in which any ANTHC property is located for the purpose of inspecting the ANTHC property.
- (g) *Risk of loss.* Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, ANTHC property upon its delivery to the Contractor or upon passage of title to the ANTHC under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to ANTHC property or for ANTHC property properly consumed in performing this contract.
- (h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the ANTHC. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The ANTHC shall not be liable to suit for breach of contract for--
 - (1) Any delay in delivery of ANTHC-furnished property;
 - (2) Delivery of ANTHC-furnished property in a condition not suitable for its intended use;
 - (3) A decrease in or substitution of ANTHC-furnished property; or
 - (4) Failure to repair or replace ANTHC property for which the ANTHC is responsible.
- (i) *Final accounting and disposition of ANTHC property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of ANTHC property (including any resulting scrap) not consumed in performing this contract or delivered to the ANTHC. The Contractor shall prepare

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for shipment, deliver f.o.b. origin, or dispose of the ANTHC property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the ANTHC as the Contracting Officer directs.

- (j) *Abandonment and restoration of Contractor's premises.* Unless otherwise provided herein, the ANTHC--
 - (1) May abandon any ANTHC property in place, at which time all obligations of the ANTHC regarding such abandoned property shall cease; and
 - (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the ANTHC-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other ANTHC property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.
- (k) *Communications.* All communications under this clause shall be in writing.

31. Identification of ANTHC-Furnished Property

- (a) The ANTHC will furnish to the Contractor the property identified in the Schedule to be incorporated or installed into the work or used in performing the contract. The listed property will be furnished f.o.b. railroad cars at the place specified in the contract Schedule or f.o.b. truck at the project site. The Contractor is required to accept delivery, pay any demurrage or detention charges, and unload and transport the property to the job site at its own expense. When the property is delivered, the Contractor shall verify its quantity and condition and acknowledge receipt in writing to the Contracting Officer. The Contractor shall also report in writing to the Contracting Officer within 24 hours of delivery any damage to or shortage of the property as received. All such property shall be installed or incorporated into the work at the expense of the Contractor, unless otherwise indicated in this contract.
- (b) Each item of property to be furnished under this clause shall be identified in the Schedule by quantity, item, and description.

32. Termination for Convenience of the ANTHC (Fixed-Price) (Short Form)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the ANTHC's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

32. Termination for Convenience of the ANTHC (Fixed-Price)

- (a) The ANTHC may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the ANTHC's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (3) Terminate all subcontracts to the extent they relate to the work terminated.
 - (4) Assign to the ANTHC, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the ANTHC shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
 - (6) As directed by the Contracting Officer, transfer title and deliver to the ANTHC (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the ANTHC.
 - (7) Complete performance of the work not terminated.

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- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the ANTHC has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; *provided*, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the ANTHC under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the ANTHC to remove those items or enter into an agreement for their storage. Within 15 days, the ANTHC will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:
 - (1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--
 - (i) The cost of this work;
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and
 - (iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.
 - (2) The reasonable costs of settlement of the work terminated, including--
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

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- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (h) Except for normal spoilage, and except to the extent that the ANTHC expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the ANTHC or to a buyer.
- (i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted--
 - (2) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
 - (3) Any claim which the ANTHC has against the Contractor under this contract; and
 - (4) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the ANTHC.
- (l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
- (m) (1) The ANTHC may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the ANTHC upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the ANTHC, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

34. Default (Fixed Price Construction)

- (a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the ANTHC may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the ANTHC may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the ANTHC resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the ANTHC in completing the work.
- (b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if—
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:
 - (i) acts of God or of the public enemy,

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- (ii) acts of the ANTHC in either its sovereign or contractual capacity,
 - (iii) acts of another Contractor in the performance of a contract with the ANTHC,
 - (iv) fires,
 - (v) floods,
 - (vi) epidemics,
 - (vii) quarantine restrictions,
 - (viii) strikes,
 - (ix) freight embargoes,
 - (x) unusually severe weather, or
 - (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the ANTHC.
- (d) The rights and remedies of the ANTHC in this clause are in addition to any other rights and remedies provided by law or under this contract.

35. Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

36. Jurisdiction; Choice of Law

Any civil action arising from this contract shall be brought in the judicial district of the state in which the work was or is to be performed. The laws of the State of Alaska shall govern the rights and obligations of the parties under this contract.

37. Alternative Means of Dispute Resolution (ADR)

- (a) ADR as used in the Disputes clause means either third-party mediation or other alternative procedures mutually agreed upon by the parties to this contract as defined herein.
- (b) For purposes of this contract, the term "third-party mediation" means a form of mediation whereby the Contractor and ANTHC nominate a third party who is not employed by or significantly involved with ANTHC or the Contractor to serve as a third-party mediator to mediate disputes under this contract.
- (c) In addition to or as an alternative to remedies and procedures prescribed elsewhere, the parties to this contract may jointly:
 - (1) submit disputes under this contract to third-party mediation;
 - (2) submit the dispute to mediation processes provided for under the laws, policies, or procedures of ANTHC;
 - (3) submit the dispute to mediation processes provided for under other mutually agreed upon policies or procedures, including the laws of the State of Alaska.
- (d) The parties to this contract shall be bound by decisions made pursuant to the processes set forth in subparagraph (c).
- (e) The federal Contract Disputes Act of 1978 (41 U.S.C. 601-613) cited in subparagraph (a) of the Disputes clause does not apply to this contract.

38. Alternations in Contract

Portions of this contract are altered as follows:

- (a) Reference to "individual sureties" is deleted from subparagraph (d) of General Provision 19 Performance and Payment Bonds--Construction. ANTHC does not have the personnel, data, or other capability at present to

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validate capacity of individual sureties. Therefore individual surety is unacceptable to meet bonding requirements of this contract.

39. Performance of Work by the Contractor

The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifty-one percent (51%) of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the ANTHC.

40. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of--
 - (1) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or
 - (2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

41. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to:
 - (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
 - (2) the availability of labor, water, electric power, and roads;
 - (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
 - (4) the conformation and conditions of the ground; and
 - (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the ANTHC, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the ANTHC.
- (b) The ANTHC assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the ANTHC. Nor does the ANTHC assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

42. Material and Workmanship

- (a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article,

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or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

- (b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- (c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

43. Samples

- (a) Pursuant to General Provisions 43 (Materials and Workmanship), after issuance of the Notice to Proceed, the contractor shall furnish, for the approval of the Project Manager, samples required by the specifications or by the Project Manager. Three (3) sets of samples shall be delivered to the Project Manager, unless otherwise directed. The contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be delivered to the site or used in the work until approval in writing by the Project Manager. Samples shall be submitted within fourteen (14) calendar days after the date of receipt of Notice to Proceed, unless otherwise specified.
- (b) Each sample shall have a label indicating:
 - (1) Name of project and contract number;
 - (2) Name of contractor and subcontractor;
 - (3) Material or equipment represented;
 - (4) Place of origin;
 - (5) Name of producer and brand;
 - (6) Location of project;
 - (7) Specifications section to which sample applied.

Samples of finished materials shall have additional markings for identification under the finished schedule.

- (c) The contractor shall transmit by letter, to the Project Manager, samples containing the information stated in paragraph (b) above, enclosing a copy of the letter with the samples, and sending a copy to the ANTHC representative on the project.
- (d) Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any contract requirements, or relieve the contractor from any of his responsibilities. Before submitting samples, the contractor shall assure itself that the materials or equipment will be available in the quantities required in the project; because no change or substitution will be permitted after a sample has been approved.
- (e) Materials and equipment incorporated in the work shall match the approved samples. If requested, approved samples, including those which may be damaged in testing, will be returned to the contractor, at his expense, upon completion of the contract. Samples not approved will also be returned to the contractor at his expense, if so requested.
- (f) Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material. ANTHC reserves the right to disapprove any material or equipment which previously has proved unsatisfactory in service.
- (g) Variations from the contract requirements shall be specifically pointed out in transmittal letters. Failure to point out deviations may result in ANTHC requiring rejection and removal of such work at no additional cost to ANTHC.
- (h) Samples of various materials or equipment delivered on the site or in place may be taken by the Project Manager for testing. Samples failing to meet contract requirements will automatically void previous approvals. The contractor shall replace such materials or equipment to meet contract requirements, or there shall be an adjustment of the contract price as determined by the Project Manager.

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- (i) The contractor shall furnish additional certification on conformance to the specification requirements as may be requested by the Project Manager.

44. Superintendence by the Contractor

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

45. Permits and Responsibilities

The Contractor shall, without additional expense to the ANTHC, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

46. Other Contracts

The ANTHC may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with ANTHC employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by ANTHC employees.

47. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (b) The Contractor shall protect from damage all existing improvements and utilities
 - (1) at or near the work site, and
 - (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

48. Operations and Storage Areas

- (a) The Contractor shall confine all operations (including storage of materials) on ANTHC premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the ANTHC, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- (b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the ANTHC. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor

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shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

49. Use and Possession Prior to Completion

- (a) The ANTHC shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the ANTHC intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The ANTHC's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the ANTHC has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the ANTHC's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the ANTHC delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

50. Cleaning Up

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the ANTHC. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

51. Accident Prevention

- (a) The Contractor shall provide and maintain work environments and procedures which will--
 - (1) Safeguard the public and ANTHC personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
 - (2) Avoid interruptions of ANTHC operations and delays in project completion dates; and
 - (3) Control costs in the performance of this contract.
- (b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall--
 - (1) Provide appropriate safety barricades, signs, and signal lights;
 - (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
 - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or ANTHC personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

The following paragraphs are applicable only if checked.

- ☐ Alternate I. If the contract will involve (a) work of a long duration or hazardous nature, or (b) performance on a ANTHC facility that on the advice of technical representatives involves hazardous materials or

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operations that might endanger the safety of the public and/or ANTHC personnel or property, add the following paragraph (f) to the basic clause:

- (f) Before commencing the work, the Contractor shall--
 - (1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and
 - (2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

52. Availability and Use of Utility Services

- (a) ANTHC shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, utility service shall be furnished free of charge to the Contractor. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines. Before final acceptance of the work by the ANTHC, the Contractor shall remove all the temporary connections, distribution lines, and associated paraphernalia.

53. Schedules for Construction Contracts

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the ANTHC. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

54. Layout of Work

The Contractor shall lay out its work from ANTHC established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

55. Organization and Direction of the Work

- (a) When this contract is executed, the Contractor shall submit to the Contracting Officer a chart showing the general executive and administrative organization, the personnel to be employed in connection with the

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work under this contract, and their respective duties. The Contractor shall keep the data furnished current by supplementing it as additional information becomes available.

- (b) Work performance under this contract shall be under the full-time resident direction of
 - (1) the Contractor, if the Contractor is an individual;
 - (2) one or more principal partners, if the Contractor is a partnership; or
 - (3) one or more senior officers, if Contractor is a corporation, association, or similar legal entity. However, if the Contracting Officer approves, the Contractor may be represented in the direction of the work by a specific person or persons holding positions other than those identified in this paragraph.

56. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".
- (d) Shop drawings means drawings, submitted to the ANTHC by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail
 - (1) the proposed fabrication and assembly of structural elements, and
 - (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The ANTHC may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the ANTHC's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

The following Alternate(s) are applicable only if checked:

☐ Alternate I (Apr 1984). When record shop drawings are required and reproducible shop drawings are needed, add the following sentences to paragraph (g) of the basic clause:

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Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

☐ Alternate II (Apr 1984). When record shop drawings are required and reproducible shop drawings are not needed, the following sentences shall be added to paragraph (g) of the basic clause:

Upon completing the work under this contract, the Contractor shall furnish _____ [Contracting Officer complete by inserting desired amount] sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

57. Pre-construction Conference

If the Contracting Officer decides to conduct a pre-construction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

58. Inspection of Construction

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the ANTHC. All work shall be conducted under the general direction of the Contracting Officer and is subject to ANTHC inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) ANTHC INSPECTIONS AND TESTS ARE FOR THE SOLE BENEFIT OF THE ANTHC AND DO NOT--
 - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the ANTHC after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a ANTHC inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The ANTHC may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The ANTHC shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the ANTHC not to conform to contract requirements, unless in the public interest the ANTHC consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the ANTHC may--
 - (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
 - (2) Terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the ANTHC decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

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- (i) Unless otherwise specified in the contract, the ANTHC shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the ANTHC's rights under any warranty or guarantee.

59. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- (b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the ANTHC takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the ANTHC takes possession.
- (c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to ANTHC-owned or controlled real or personal property, when that damage is the result of--
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defect of equipment, material, workmanship, or design furnished.
- (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- (e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the ANTHC shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed, in writing, for the benefit of the ANTHC, if directed by the Contracting Officer; and
 - (3) Enforce all warranties for the benefit of the ANTHC, if directed by the Contracting Officer.
- (h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the ANTHC may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- (i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the ANTHC nor for the repair of any damage that results from any defect in ANTHC-furnished material or design.
- (j) This warranty shall not limit the ANTHC's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.
- (k) Defects in design or manufacture of equipment specified by the ANTHC on a "brand name and model" basis, shall not be included in this warranty. In this event, the Contractor shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the ANTHC.

60. Value Engineering--Construction - Alternate 1

(This clause is applicable if the contract amount exceeds \$100,000.)

- (a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.
- (b) Definitions.

"Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or ANTHC-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

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"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by ANTHC acceptance of a VECP.

"ANTHC costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
 - (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only; or
 - (ii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
 - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
 - (3) A separate, detailed cost estimate for
 - (i) the affected portions of the existing contract requirement and
 - (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.
 - (4) A description and estimate of costs the ANTHC may incur in implementing the VECP, such as test and evaluation and operating and support costs.
 - (5) A prediction of any effects the proposed change would have on collateral costs to the agency.
 - (6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
 - (7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous ANTHC actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.
- (e) ANTHC action.
- (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The ANTHC will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.
 - (2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the ANTHC. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
 - (3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Contracting Officer's decision to accept or reject all or part of any VECP shall be final and not subject to the

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Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(f) Sharing—

- (1) Rates. The ANTHC's share of savings is determined by subtracting ANTHC costs from instant contract savings and multiplying the result by--
 - (i) 45 percent for fixed-price contracts; or
 - (ii) 75 percent for cost-reimbursement contracts.
- (2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--
 - (i) Accept the VECP;
 - (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
 - (iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

- (g) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the ANTHC under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the ANTHC's share of the savings resulting from the VECP.

- (h) Data. The Contractor may restrict the ANTHC's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering-- Construction clause of contract _____, shall not be disclosed outside the ANTHC or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the ANTHC's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the ANTHC unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the ANTHC shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

61. Subcontracts

- (a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the ANTHC. The divisions or sections of the specifications are not intended to control the contractor in dividing the work among subcontractors, or to limit the work performed by any trade.
- (b) The contractor shall be responsible to the ANTHC for acts and omissions of his own employees, and of subcontractors and their employees. S/he shall also be responsible for the coordination of the work of the trades, subcontractors, and suppliers.
- (c) The ANTHC will not undertake to settle any differences between or among the contractor and its subcontractors or suppliers.
- (d) The contractor shall, without additional expense to the ANTHC employ specialty subcontractors where required by the specifications. "Specialty Subcontractors," when specified as a requirement, means a subcontractor regularly engaged in the manufacture or installation of the contract items. The specialty subcontractor shall select and combine the materials involved, maintain and have available for the purpose, workmen skilled in the specified work. The specialty subcontractor shall be the manufacturer, be licensed by the manufacturer as an installer, or work under direct supervision of the manufacturer.

62. Coordination of Trades

The drawings are in part diagrammatic and show the general arrangement of ducts, piping, conduits, etc., of mechanical and electrical work. The contractor shall coordinate all field work and shop drawings of the various trades prior to installation and for submission of coordinated shop drawings for approval. Spaces shall be allotted to the various trades prior to the installation of the work. In spaces where all the various installations cannot be

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accommodated, the contractor shall prior to fabrication or installation of work, notify the Contracting Officer and submit suggestions as to the solution. The contractor shall be responsible for the coordination of the various trades involving location and size of all sleeves, electric outlets, inserts, piping, shafts, conduits, hangers, ducts, and similar installations.

63. ANTHC Project Officer

The following is considered to be administrative information and is therefore subject to unilateral administrative modification by the Contracting Officer.

- (a) Specific personnel designated as the ANTHC's Project Officer and Alternate project Officer shall be identified and appointed by the Contracting Officer via letter after award and shall be subject to the following.
 - (1) Appointment of the Project Officer under this contract shall remain in effect for the life of the contract unless changed by the Contracting Officer.
 - (2) A Project Officer is an official channel through which direction on technical matters may flow between the ANTHC and the contractor other than through the Contracting Officer. S/he is a legal extension of the Contracting Officer. A Project Officer's words and actions are official within their delegated authority; hence the contractor may rely on what is said (within the limits of their authority) to the same extent as if it had been said by the Contracting Officer personally.
 - (3) The Project Officer represents the contracting Officer for all technical matters that arise under this contract. In this respect, the Project Officer must become familiar with the terms and conditions of the contract, particularly with those which fall within the area of his/her authority.
 - (4) Project Officer responsibilities include, but are not limited to:
 - (i) Monitoring the technical efforts and progress, and discussing these matters as necessary with either the contractor or the Contracting Officer or both.
 - (ii) Advising the Contracting Officer of any unusual problems, potential or actual, affecting the progress of the contract.
 - (iii) Providing technical assistance to the Contracting Officer.
 - (iv) Insuring that complete coordination is accomplished with the using agency to avoid delays in making the facilities involved available to the contractor and to avoid interference by the using agency (either by their directing the contractor or interfering with its progress).
 - (5) Project Officer authority includes, but is not limited to:
 - (i) Conducting the pre-construction conference to discuss with contractor the contract requirements concerning construction scheduling, progress reporting, payment requests, insurance, safety, payroll records, supervision, as-built drawing records, etc.
 - (ii) Approving/Rejecting contract submittals.
 - (iii) Monitoring the construction to ensure that the contractor is complying with the plan, specifications, and terms of the contract.
 - (iv) Responding to inquiries on purely technical aspects of the contract.
 - (v) Informing the contractor of failures to comply with contractual requirements. Informing the Contracting Officer of the contractor's failure to comply if the contractor does not make timely corrections as directed.
 - (vi) Investigating the need for contract modifications; recommending changes in scope of work, contract terms and conditions; preparing cost estimate of proposed changes; participating in cost negotiation for required changes.
 - (vii) Reviewing and recommending payment of contractor's payment requests; recommending invoice retention.
 - (viii) Approving the contractor's work (with the advice of such other technical personnel as may be requested).
 - (6) Notwithstanding the authorities delegated in paragraph (5) above, the Project Officer authorities specifically exclude:
 - (i) Re-delegating any authority to any other person.
 - (ii) Changing any of the terms or conditions of the contract or signing any modification to the contract.
 - (iii) Obligorating the payment of any money by the ANTHC.
 - (iv) Causing the contractor to incur costs not otherwise covered by the contract with the expectation that such costs should be reimbursed by the ANTHC
 - (7) The following authorities are specifically retained by the Contracting Officer:
 - (i) Approving contract modifications, including time extensions, or other contractual agreements.

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- (ii) Approving assignments of claims.
 - (iii) Issuing final decisions under the Disputes clause.
 - (iv) Determining invoice retention.
 - (v) Issuing stop-work orders.
 - (vi) Issuing final acceptance of work.
 - (vii) Issuing Terminations for Convenience or Default.
- (8) The Project Officer shall forward to the Contracting Officer a copy of all non-routine correspondence with the contractor including memoranda on significant verbal discussions.

64. Standard References

- (a) Any materials, equipment, or workmanship specified by reference to the number, symbol, or title of any specific standard shall comply with the latest edition or revision thereof, and any amendment or supplement thereto, in effect on the date of the invitation for Bids, except as limited to type, class or grade, or modified in the specifications.
- (b) Standards referred to in the specifications, except as modified, shall have full force and effect as through printed in the specifications.
- (c) "Federal Specifications," "Commercial Standards," "Product Standards," and "Simplified Practice Recommendations" can be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. Directions for purchase and the price of each copy are contained in the respective indexes obtainable from the same source at current prices.
- (d) Publications of associations referred to in the specifications may be obtained directly from the associations.
- (e) The contractor shall provide, on the site, a complete current set of manufacturers' and association standards referenced from work under the contract.

65. Specifications and Drawings

General Provisions 40 (Performance of Work by the Contractor) is supplemented as follows.

- (a) Six (6) sets of contract drawings and specifications along with one (1) set of reproduces will be furnished to the contractor after issuance of the Notice to Proceed. The reproducible drawings shall be used in the preparation of "As-Built" drawings which shall show all revisions made as a result of contract modifications. This set of reproduces shall be furnished by the contractor upon contract completion. See as-built drawings paragraph for further information.
- (b) The contractor shall check all drawings immediately upon receipt. Drawings shall not be scaled. Large scale drawings shall in general govern over small scale drawings. On any of the drawings where a portion of the work is drawn out and the remainder is shown in outline, the parts drawn out shall apply also to all other like portions of the work. Schedules on the drawings shall take precedence over conflicting drawing information.
- (c) The contractor shall submit, for approval, at least four (4) sets of shop drawings in accordance with Additional General Provisions 17 (Specifications and Drawings for Construction). ANTHC will retain three (3) sets of the submittal for ANTHC files. Shop drawings, coordination drawings and equipment schedules shall be submitted within fourteen (14) calendar days after date of receipt of Notice to Proceed or according to the approved submittal schedule.
- (d) Prior to submission of shop drawings on the mechanical and electrical work, the contractor shall submit lists of mechanical and electrical equipment and materials as required by the specifications, and shall obtain the Project Manager's approval thereof. Drawings and schedules shall be delivered to the Project Manager, unless otherwise directed.
- (e) Material and equipment submittals as required by the specifications and drawings shall be made in at least four (4) copies, three (3) of which will be retained by ANTHC.
- (f) As soon as possible after the issuance of the Notice to Proceed, the contractor shall submit composite drawings, as specified, showing coordination of mechanical and electrical work with structural and architectural work. The composite drawing shall be in detail to show overall dimensions of duct work, piping, conduit and related items and clearances between structural members, lighting, ceilings, and related architectural features. The drawings should indicate any conflicts or clearance problems between the various trades. Installation of work prior to submission of these drawings, or failure to point out such conflicts or clearance problems in the drawings will be at the contractor's risk. Composite drawings shall be submitted where appropriate or where called for in the technical specifications.

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- (g) The contractor shall submit all drawings and schedules in advance of construction requirements to permit approval and checking, and appropriate action.
- (h) The approval drawings and schedules will be general, but approval shall not be construed:
 - (1) As permitting any departure from the contract requirements;
 - (2) As relieving the contractor of the responsibility for any errors, including details dimensions, materials, etc.;
 - (3) As approving departure from details furnished by the Project Manager, except as otherwise provide herein.

66. AS-BUILT Drawings

The contractor shall maintain during the progress of the work one (1) set of completed and up-to-date paper drawings, which shall be available for inspection by the Project Manager at any time. These drawings shall be marked up to record all changes in the work as they occur, and the exact location of all exposed and concealed pipe runs, valves, sprinkler heads, and other control points including manholes and underground piping, in such a manner as will provide a complete, accurate as-built record. The completed set of as-built drawings shall be delivered to the Project Manager, in a condition satisfactory to him, as a condition precedent to final acceptance of the work.

67. Payment Process

- (a) ANTHC shall pay the Contractor the contract price as provided in this contract.
- (b) ANTHC shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Project Manager, on estimates approved by the Project Manager.
- (c) The C.O. may retain a maximum of ten percent (10%) of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the C.O. may retain from previously withheld funds and future progress payments that amount the C.O. consider adequate for protection of ANTHC and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.
- (d) All material and work covered by progress payments made shall, at the time of payment, become the sole property of ANTHC, but this shall not be construed as --
 - (1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
 - (2) Waiving the right of ANTHC to require the fulfillment of all the terms of the contract.
- (e) In making these progress payments, ANTHC shall, upon request, reimburse the contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (c) above shall not apply to that portion of progress payments attributable to bond premiums.
- (f) ANTHC shall pay the amount due to Contractor under this contract after --
 - (1) Completion and acceptance of all work;
 - (2) Presentation of a properly executed voucher; and
 - (3) Presentation of release of all claims against ANTHC arising by virtue of this contract, other than claims, instated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).
- (g) Before the first progress payment under the contract is submitted the contractor shall prepare a schedule, acceptable to the Project Manager, of the estimated values of each principal category of the work which when added together equal the total contract price. The values in the schedule will be used for determining progress payments and shall be in such detail as may be required by the Project Manager. The cost of preparatory work, overhead, profit, insurance, taxes, warranties, as-built drawings, etc., shall be prorated into items of work through the contract. Cost of performance and Payment Bonds may be listed as a single line item and not prorated. This schedule **must** be submitted and approve by the Project Manager prior to payment request. Delay of processing of payment requests may occur without the Project Manager's approval of this schedule.

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- (h) Progress payments containing requests for material on site shall be accompanied by itemized inventory lists with unit prices and supporting invoices showing unit costs of materials on site.
Material delivered to the contractor at locations other than the site may also be taken into consideration if--
 - (1) Consideration is specifically authorized by this contract; and
 - (2) The contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (i) Requests are to be submitted with an original signed, and two copies to ANTHC. A request for Final Payment on the contract must be accompanied by a completed Contract Release Form, which will be provided by the ANTHC Project Manager. Final payment will be made upon completion and acceptance of all required contract documents.
- (j) It is the responsibility of the contractor to assure delivery of the request to the Director, Plant Operations office.
- (k) If the contractor wishes to inquire concerning the status of any pay request, the contractor should contact the Contracting Officer.

68. Insurance Requirements.

In accordance with the General Provision entitled "Insurance—Work on an ANTHC Installation," the following minimum coverage shall apply to this contract:

- (a) The Contractor shall not commence work under this contract until satisfactory evidence has been provided to the Contracting Agency that the Contractor can cover the requirements set forth in this provision with regard to the Contractor and subcontractors when engaged in any work performed under this contract. A Contractor who is a state institution of higher education or a state or local government entity may satisfy the requirements of subsections (b) (2) through (4) and (c) of this provision by submittal of a certification of self-insurance which attests it is self-insured for the required coverage limits in accordance with the laws of the state in which it is established.
- (b) Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement policies of insurance (or the Contractor shall maintain self-insurance if certified in strict accordance with subsection (a) of this provision) covering the following types and limits:
 - (1) **Workers' Compensation Insurance:** The Contractor must maintain Workers Compensation Insurance for his own employees in the amount required under Statutory Limits for those states in which employees are working and Employer's Liability Insurance not less than \$500,000 each employee, each accident. The Contractor shall also be responsible for ensuring that any subcontractors who directly or indirectly provide services under this contract maintain Workers' Compensation Insurance in the amount required under Statutory Limits. Where applicable, for both the contractor and subcontractor, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included.
 - (2) **Comprehensive (Commercial) General Liability Insurance:** The Contractor shall maintain a Commercial General Liability (CGL) Insurance policy, per project, for Bodily Injury and Property Damage, at least as broad as the current ISO policy occurrence form, with coverage limits not less than \$1 million combined single limit per occurrence and \$2 million combined single limit aggregate. The policy shall include Premises/Operations, Products/Completed Operations, and Advertising and Personal Injury. The policy shall also include coverage endorsements for broad contractual liability, broad form property damage, and independent contractors. The policy shall name ANTHC as an additional insured and grant a waiver of subrogation on behalf of ANTHC for this project.
 - (3) **Comprehensive Automobile Liability Insurance:** The Contractor shall maintain a commercial automobile liability insurance policy covering all owned, hired, and non-owned vehicles to be used on the project, with coverage limit not less than \$1,000,000 per person/\$1,000,000 per occurrence combined single limit bodily injury and property damage.
- (c) Coverage shall be maintained for the duration of this contract plus one year following the date of final payment. Failure to comply with this provision may preclude other contracts and agreements between the Contractor and the Contracting Agency. 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

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to the Contract Administrator prior to beginning work and must provide for a 30-day prior notice to the Contracting Agency of cancellation, non-renewal, or material change, name ANTHC as an additional insured, and provide waivers of subrogation against ANTHC. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

69. ANTHC SMOKE FREE CAMPUS PROVISION

Effective November 16, 2006, the Alaska Native Tribal Health Consortium (ANTHC) shall be a tobacco-free campus. Tobacco use in any form is prohibited on and within all buildings, facilities, vehicles and property whether owned, leased, controlled or used by ANTHC. This policy shall include all privately owned vehicles when located on such property and ANTHC owned or operated vehicles wherever located.

Contractor Employees and/or the employees of its sub-contractors shall not expose patients, visitors, or ANTHC employees to second-hand smoke and/or the smell of tobacco from their person when on ANTHC properties listed below. Said employees are further prohibited from having visible tobacco products on their persons while on or in ANTHC buildings, facilities and other properties, as identified below.

- Alaska Native Medical Center (ANMC), 4315 Diplomacy Drive, Anchorage Alaska
- Alaska Area Office Building, 4141 Ambassador Drive, Anchorage Alaska
- University Lake Building, 3925 Tudor Centre Drive, Anchorage Alaska
- ANTHC Offices, 4201 Tudor Centre Drive, Anchorage Alaska
- ANTHC Airport Kiosk, Ted Stevens International Airport, Anchorage Alaska
- Alaska Clinical Engineering Services (ACES) Office, 4831 Old Seward Highway, Anchorage Alaska
- Creekside Apartment, 3640 E. 42nd Avenue, Anchorage Alaska
- Regional Supply Service Center (Clinton Warehouse) 6130 Tuttle Place, #2, Anchorage Alaska
- ANTHC Administrative Office Building, 4000 Ambassador Drive, Anchorage Alaska
- Division of Environmental Health and Engineering (DEHE) Office Building, 1901 & 1915 Bragaw Street, Anchorage Alaska
- DEHE Lower Yard, 131 Orca Street, Anchorage Alaska
- DEHE Mechanical/Upper Yard, 242 Orca Street, Anchorage Alaska
- DEHE Electrical Shop/Upper yard, 222 Orca Street, Anchorage Alaska
- DEHE Office, 1867 Airport Way, Fairbanks Alaska
- Construction Yards located in Nome, Kotzebue, Bethel and Dillingham Alaska.

Contractors and subcontractors are encouraged but not mandated to refrain from exposing individuals to second hand smoke when performing work for ANTHC at locations other than noted above.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned:

Name of Contractor

Address of Contractor

☐	Individual
☐	Partnership
☐	Joint Venture
☐	Corporation

hereinafter called Principal, and

Name of Surety

Address of Surety

hereinafter called Surety, are hereby held and firmly bound unto ALASKA NATIVE TRIBAL HEALTH CONSORTIUM, (hereinafter called ANTHC) in the penal sum of **FIVE PERCENT (5%) of BID AMOUNT** (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 20_____.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal has submitted to ANTHC a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of:

IDIQ Term Contract for Incidental Facility Maintenance and Repair Services

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver further Contractual Documents (properly completed in accordance with said BID; and shall furnish a BOND for his faithful performance of said contract, and shall in all other respects perform performance of said contract, and shall in all other respects perform the

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agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which ANTHC may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S)

Surety

BY:

IMPORTANT: Surety companies executing BONDS must appear on the U.S. Treasury Department's most current list of approved sureties (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned:

Name of Contractor

Address of Contractor

☐	☐	Individual
☐	☐	Partnership
☐	☐	Joint Venture
☐	☐	Corporation

hereinafter called Principal, and

Name of Surety

Address of Surety

hereinafter called Surety, are held and firmly bound unto ALASKA NATIVE TRIBAL HEALTH CONSORTIUM, ANCHORAGE, ALASKA 99508, hereinafter called ANTHC, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION is such that whereas, the Principal entered into a certain contract with ANTHC, dated this _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by ANTHC, with or without notice to the Surety and during the life of any guaranty required under the contract, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless ANTHC from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay ANTHC all outlay and expense which ANTHC may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

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PROVIDED, FURTHER, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contractor to WORK to be performed thereunder shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK.

PROVIDED FURTHER, that no final settlement between ANTHC and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
(number) counterparts, each one of which shall be deemed an original, this
_____ day of _____, 20____.

Principal

BY:

BY:

Surety

BY:

BY:

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is PARTNERSHIP, all partners should execute bond.

IMPORTANT: Surety companies executing BONDS must appear on the U.S. Treasury Department's most current list of approved sureties (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned:

Name of Contractor

Address of Contractor

☐	☐	Individual
☐	☐	Partnership
☐	☐	Joint Venture
☐	☐	Corporation

hereinafter called Principal, and

Name of Surety

Address of Surety

hereinafter called Surety, are held and firmly bound unto ALASKA NATIVE TRIBAL HEALTH CONSORTIUM, ANCHORAGE, ALASKA 99508, hereinafter called ANTHC, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with ANTHC, dated this _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by ANTHC, with or without notice to the Surety and during the life of any guaranty required under the contract, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless ANTHC from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay ANTHC all outlay and expense which ANTHC may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contractor to WORK to be performed thereunder shall in any wise affect its obligation on this BOND, and it does hereby waive notice

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of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK.

PROVIDED FURTHER, that no final settlement between ANTHC and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number)
counterparts, each one of which shall be deemed an original, this
_____ day of _____, 20_____.

Principal

BY:

BY:

Surety

BY:

BY:

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is PARTNERSHIP, all partners should execute bond.

IMPORTANT: Surety companies executing BONDS must appear on the U.S. Treasury Department's most current list of approved sureties (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

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LABOR PROVISIONS

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GENERAL PROVISIONS – CONSTRUCTION CONTRACT

LABOR PROVISIONS

1. **Convict Labor (Aug 1996) (FAR 52.222-3)**

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a) (1) The worker is paid or is in an approved work training program on a voluntary basis;
- (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
- (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
- (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

2. **Contract Work Hours and Safety Standards Act--Overtime Compensation (Jul 1995) (FAR 52.222-4)**

- (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.
- (d) Payrolls and basic records.
 - (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

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- (2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.
- (e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

3. Davis-Bacon Act (Feb 1995) (FAR 52.222-6)

- (a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (ii) The classification is utilized in the area by the construction industry.
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:
 - Wage and Hour Division
 - Employment Standards Administration
 - U.S. Department of Labor
 - Washington, DC 20210The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The

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Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Withholding of Funds (FEB 1988) (FAR 52.222-7)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds until such violations have ceased.

5. Payrolls and Basic Records (FEB 1988) (FAR 52.222-8)

- (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserve for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, and that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers and mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify -
 - (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

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- (ii) That each laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.
- (4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

6. Apprentices and Trainees (FEB 1988) (FAR 52.222-9)

- (a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprentice Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermination rate for the work performed until an acceptable program is approved.
- (b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidence by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage

GENERAL PROVISIONS – CONSTRUCTION CONTRACT

determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

7. Compliance with Copeland Act Requirements (FEB 1988) (FAR 52.222-10)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

8. Subcontracts (Labor Standards) (FEB 1988) (FAR 52.222-11)

- (a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination - Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.
- (b) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a complete Statement and Acknowledgement Form (SF1413) for each subcontract, including the subcontractor's signed and dated acknowledgement that the clause set forth in paragraph (a) of this clause have been in the subcontract.
(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated complete SF 1413 for such additional subcontract.

9. Contract Termination - Debarment (FEB1988) (FAR 52.222-12)

A breach of the contract clauses entitles Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

10. Compliance with Davis-Bacon and Related Act Regulations (FEB 1988) (FAR 52.222-13)

All rulings and interpretations of the Davis-Bacon and Related Acts Contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

11. Disputes Concerning Labor Standards (FEB 1988) (FAR 52.222-14)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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12. Certification of Eligibility (FEB 1988) (FAR 52.222-15)

- (a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

13. Notice of the Contracting Officer of Labor Disputes (Feb 1997) (FAR 52.222-1)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

Note: The Contractor shall insert the substance of this clause, including this note, in any subcontract to which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the prime Contractor, as the case may be, of all relevant information concerning the dispute.

14. Wage Rates

The U.S. Department of Labor General Wage Decision identified in this provision is hereby incorporated and made a part of this contract.

Sample General Wage Decision No: AK100001 dated 7/29/2011 AK1

Wage and Hour Division (WHD)

INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347

- [WH-347](#) (PDF) OMB Control No. 1215-0149, Expires 12/31/2011. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. (<http://www.dol.gov/whd/forms/wh347.pdf>)

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an

individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file.

For example, move your mouse cursor over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.