



ALASKA NATIVE TRIBAL HEALTH CONSORTIUM

CONTRACTING DEPARTMENT
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ALASKA NATIVE TRIBAL HEALTH CONSORTIUM

REQUEST FOR PROPOSALS

ANTHC 12-R-15547

TERM CONTRACTS FOR MULTI-DISCIPLINED A&E SERVICES FOR *RURAL SANITATION AND HEALTH FACILITIES*

DATE OF ISSUE: 7 FEBRUARY 2012

**DEADLINE DATE FOR SUBMITTAL OF PROPOSAL:
2:00PM ALASKA TIME
FRIDAY, 23 MARCH 2012**

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GENERAL INFORMATION

1. **BACKGROUND**

The Alaska Native Tribal Health Consortium (ANTHC) was formed pursuant to Section 325 of the FY 1998 Interior and Related Agencies Appropriations Act, P.L. 105-83, for the purpose of managing the programs and services previously provided by the Indian Health Service Alaska Area Office and the Alaska Native Medical Center in Alaska. ANTHC administers the program for planning, design, and construction of Alaska primary care facilities and sanitation facilities.

2. **Purpose of the Request For Proposal (RFP)**

The Alaska Native Tribal Health Consortium (ANTHC) is soliciting detailed proposals from A&E firms interested in providing the following services:

Consultants shall provide multi-disciplined architectural and engineering consultant services to assist ANTHC with the delivery of rural sanitation and health care facility planning, design, and construction. Work shall be primarily performed, completed, and managed at contractor's place of business; however, individual projects may require travel to the project site to conduct fieldwork, inspections, etc. The projects will primarily involve rural community locations throughout Alaska. Some work *may* also involve medical facilities in regional hubs and at the Alaska Native Medical center campus in Anchorage, including its various support and administrative buildings, utilities, and grounds.

3. **Business License Requirement**

All A&E firms and sub-contractors must have a valid Alaska Business License prior to award of contract.

4. **Other Licenses and Registrations Requirement**

All A&E firms 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 firm.

5. **Minimum Requirements**

A&E firm must meet the following minimum requirements to be considered responsive to this RFP.

- Principles and project managers of the architectural and engineering firms are currently registered in the State of Alaska.
- Demonstrate the multi-discipline team includes architect, civil engineer, electric engineer, mechanical engineer, structural engineer, geotechnical, fire protection, cost estimating, construction administration and energy specialist.
- Five (5) years sanitation facility design experience as described in the Scope of Services.
- Five (5) years design experience in Alaska.

6. **Conflict of Interest and Restrictions**

If any A&E firm, firm'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

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within ten (10) days of issuance of this RFP. ANTHC shall determine in writing if the conflict is significant and material and if so, may eliminate the firm from submitting a proposal.

7. **ANTHC Contact Person**

Any information required or questions regarding this RFP should be addressed and/or delivered to:

If Mailing / Delivering: Alaska Native Tribal Health Consortium
Contracting Department
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

8. **Deadline for Receipt of Proposals:** Proposals may be mailed or hand delivered, as long as six (one unbound original paper and five bound paper) copies, as well as one electronic format (disk or thumb drive), are physically received by ANTHC no later than **2:00pm Alaska Standard Time, Friday, March 23, 2012**. Faxed proposals are not acceptable. Electronic copies will not be allowed. Failure to meet the deadline will result in disqualification of the proposal without review.

Proposals are to be delivered to the address referenced above. So that they are not mistakenly opened early, the **outer** envelope or shipping container should also contain the following:

Confidential: Do Not Open Until 3/23/12
Proposal For: ANTHC 12-R-15547, Rural Sanitation & Health Facilities
Attn: ANNIE MESSER, SR. CONTRACT SPECIALIST

9. **Consultant's Review and Substantive Questions:** A&E firms should carefully review this solicitation for errors, questionable or objectionable materials, and items requiring clarification. Firms 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.
10. **Consultant'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.
11. **Addendum to the Solicitation:** 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.
12. **Pre-Proposal Conference:** A pre-proposal conference will be held on Tuesday, February 22, 2012, at 10:00am Alaska Standard Time at 1901 Bragaw Street, Suite 200. All

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proposers are strongly encouraged to attend the conference. ANTHC will discuss the Special Requirements expectations (Scope of Services 3.2), and answer any questions about the solicitation.

13. **Cancellation of the Solicitation:** 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 firms for proposal preparation.
14. **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.
15. **Proposal Withdrawal or Correction:** A proposal may be corrected or withdrawn by a written request received prior to the deadline date for submitting proposals.
16. **Multiple Proposals:** ANTHC shall not accept multiple proposals from the same A&E Firm.
17. **Disclosure of Proposal Contents:** Contents of individual proposals shall not be disclosed to other firms providing a proposal in response to this solicitation.
18. **Retention of Proposals:** All proposals and other material submitted become the ANTHC's property and may be returned only at ANTHC's option.
19. **Cost of Proposal Preparation:** Any and all costs incurred by firms in preparing and submitting a proposal are the firms responsibility and shall not be charged to the ANTHC or reflected as an expense of the resulting contract.
20. **Delivery of Proposals:** ANTHC assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.
21. **Media Announcements:** Any and all media announcements pertaining to this RFP require the ANTHC's prior written approval.
22. **Other Governmental Requirements:** It is the responsibility of the firm to indicate within their proposal the applicability of any other federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.
23. **Binding Contract:** This RFP does not obligate the ANTHC or the selected firm until a contract is signed and approved by both parties. If approved, it is effective from the date of

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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.

24. **Standard Terms and Conditions:** The successful firm is expected to comply with the attached contractual terms and conditions attached to this RFP and titled:
- a. Scope of Services
 - b. A&E General Provisions
 - c. CAD Standards
25. **Concerns with the Special or General Provisions:** If a firm 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 (10) calendar days before the due date of proposals. This will allow time for an addendum to the solicitation to be issued, if required, to all recipients of the initial solicitation.
- ANTHC reserves the right to not award or cancel the award of the contract to a firm that will not agree to all of the Special or General Provisions.
26. **Performance/Payment Bonds and/or Surety Deposits:** (Not applicable to this solicitation.)
27. **Bid Bond / Guarantee:** (Not applicable to this solicitation.)
28. **Liquidated Damages:** Liquidated damages are not required to establish the contract. However, ANTHC reserves the right to require liquidated damages on any individual project. The requirement for liquidated damages will be identified in the individual project scope of work/services. If liquidated damages are required for an individual project, and contractor does not wish to comply with the requirement, ANTHC reserves the right to use a different contractor awarded under this solicitation, or to re-solicit for that particular project, per ANTHC procurement policy. Failure to comply with the requirement of liquidated damages on an individual project will not affect the term contract for future projects.
29. **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 scope of the original RFP and will be limited to price, clarification, definition, and administrative and legal requirements.
30. **Contract Negotiations:** Upon completion of the evaluation process, contract negotiations may commence. If the selected firm fails to provide the necessary information for negotiations in a timely manner or negotiate in good faith, ANTHC may terminate negotiations and negotiate with the next highest ranked firm, or terminate award of the contract. ANTHC shall not be responsible for costs incurred by the firm resulting from contract negotiations.
31. **American Recovery and Reinvestment Act (ARRA):** (Not applicable to this solicitation.)

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.

INFORMATION PERTINENT TO THE PROPOSED CONTRACT

1. **Purpose**

Award of up to three (3) separate Indefinite Delivery Indefinite Quantity (IDIQ) Term Contracts to the top scoring submittals is anticipated as a result of this solicitation, so that ANTHC will have available sufficient engineering consultant contractors for specific or special needs in the areas of planning and design for projected workloads, including multiple simultaneous projects, as identified in the Scope of Services. The anticipated contracts will impose no guaranteed minimums or obligation on the part of ANTHC to order any consultant services.

The Contractor shall provide all services in accordance with the Scope of Services of this solicitation, and the scope of work/services provided for the individual projects, subject to the terms and conditions of this contract.

2. **Location of Work**

Work shall be primarily performed, completed, and managed at contractor's place of business; however, individual projects may require travel to the project site (rural community locations throughout Alaska, including regional hubs) to conduct fieldwork, inspections, etc.

Work under this contract may also occasionally involve projects for the Alaska Native Medical Center campus located in Anchorage, including its various support and administrative buildings, utility systems and grounds.

3. **Term of Proposed Contract**

ANTHC intends to establish a contract with a performance period of:

- One (1) year from date of award with four (4) optional one-year periods.

4. **Deliverables after award**

Depending upon the specific scope or work for an individual project, drawings and written information requirements may include, but are not necessarily limited to:

- reports,
- plans and specifications,
- schematics,
- schedules,
- studies,
- analyses, etc.

All individual project submittals and deliverables must comply with the "Submittal Format" section of this solicitation.

By submitting a response to this solicitation, the Contractor agrees, if selected, to accept the terms and conditions included in this solicitation and attachments, and apply them to the individual projects.

NOTE: The CAD Standards provided with this solicitation is not a static document, and will be updated when the need arises. The successful contractors will be provided updates as they occur.

INFORMATION PERTINENT TO THE PROPOSED CONTRACT

5. **General Responsibility**

The successful firm(s) will provide all necessary tools, equipment, parts, supplies, labor, and supervision to provide architectural and engineering services with an emphasis on rural sanitation and health facility planning, design, construction, and facility support services, as identified in the Scope of Services.

6. **Specific Responsibility**

In performing and accomplishing the general scope of services, the specific elements include but by no means are limited to:

- **See attached Scope of Services**

7. **Subcontracts**

Subcontracting shall be allowed. However, all sub-consultants and tasks to be performed by sub-consultants shall be identified in the proposal, and must be approved by ANTHC

8. **Schedule**

The Contractor shall adhere to the schedule indentified in the scope of work/services provided for individual projects, subject to the terms and conditions included with this solicitation.

9. **Requirements Contract**

- a. This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The ANTHC does not guarantee any minimum or maximum orders or obligations for consultant services.
- b. Performance shall be only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the ANTHC all services specified in this solicitation and attachments, and as called for by orders issued in accordance with Ordering (#10).
- c. Except as this contract otherwise provides, the ANTHC shall order from the awarded Contractors all the services specified in this solicitation and attachments. ANTHC reserves the right to use ANTHC personnel to perform these services.
- d. If the ANTHC urgently requires services 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. The Contractor shall complete any order issued during the effective period of this contract and not completed within that period 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.

10. **Delivery Orders**

Upon identification of a requirement, ANTHC will contact a Contractor awarded under this contract for a fee proposal. The fee proposal will be based on a lump sum for the project, or with ANTHC's approval, on a time/materials basis.

INFORMATION PERTINENT TO THE PROPOSED CONTRACT

- 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. All delivery orders awarded under this contract shall comply with all terms and conditions included in this solicitation and attachments.
- d. 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 commerce methods.

11. **Inspection / Acceptance**

The Contractor shall only tender for acceptance those architectural or engineering services or deliverables that conform to the requirements of this contract. The ANTHC reserves the right to review any deliverables tendered to ANTHC for compliance with the contract terms prior to formal acceptance. The ANTHC may require correction, modification, or replacement of nonconforming services or deliverables at no increase in contract price. The ANTHC must exercise its acceptance rights within a reasonable time after the defect was discovered or should have been discovered (typically within the established ANTHC review period).

12. **Firm's Compensation**

Compensation for individual Delivery Orders shall be based on specific prices and/or rates identified in the final negotiations.

13. **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.

14. **Option Year Pricing**

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.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (July through December 2011), and each (July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. **The Base Year Index is 202.576.**

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

INFORMATION PERTINENT TO THE PROPOSED CONTRACT

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.

Formula for adjusting: difference between base year and option year index (always use the same half year index). Divide difference by base year, and multiply sum by base year price. Add sum to base year price for new contract price.

15. **Option to Extend Services**

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.

16. **Payment Process**

- a. ANTHC shall pay the Contractor for each Delivery Order issued based on the contract rates negotiated for this contract.
- b. ANTHC shall pay the amount due to Contractor under this contract and each Delivery Order after:
 - Completion and acceptance of project;
 - For projects expected to require more than a month to complete, monthly invoices (with a report on work completed) may be submitted; and
 - Receipt of a properly executed invoice.

17. **Award Statement**

The ANTHC anticipates awarding up to three (3) contracts as a result of this solicitation. Award will be made to the highest ranked proposals.

The ANTHC reserves the right to cancel this solicitation or reject any or all proposals received per the ANTHC procurement policy.

PROPOSAL CONTENT AND REQUIREMENTS

Proposal Format: Submit one (1) unbound original and five (5) 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 twelve (12) pages, exclusive of resumes and exhibits. Do not return the General Provisions, SOW, CAD Standards, or Sample Form with the submitted proposal.

NOTE: Unbound copy is to be 20# bond, with no tabs.

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 firm'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 firm'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 firm; and
 - 2.9 Signature of authorized individual.
3. **Strategic Planning & Development (15 POINT VALUE):**
 - a. Describe your recommended approach to the services that your firm will provide. This section must address in depth how you plan to meet ANTHC needs. Describe how the firm will operate to maintain schedules during periods of high workload. Provide information about your firm's mission and philosophies.
 - b. Illustrate your understanding of our vision, mission, and values and describe how you will support them. Provide evidence of your understanding ANTHC's commitment to continuous improvement through the use of the Baldrige National Quality Program criteria for performance excellence. (Our vision, mission and values, are provided in the section titled *Historical Information Pertinent to the Proposed Contract*, page 5.)
4. **Firm/Team Profile (10 POINT VALUE):** Provide a table or chart that shows organizational structure, chain of supervision, decision authority, and communications of the team you propose to deliver the services. Include respondent firm employees that will be directly involved and any sub-consultant firms / subcontractors. The table or chart should illustrate functional discipline and responsibilities of each assigned member of the proposed team. NOTE: The contractor to whom work is awarded shall make no replacement of staff without submission of a resume for the proposed replacement and prior approval of ANTHC.

PROPOSAL CONTENT AND REQUIREMENTS

5. **Professional Qualifications (25 POINT VALUE):** This section should describe the professional qualifications of the A/E's Project Manager and other key personnel and/or team members necessary for satisfactory performance of required services. Include only personnel that will actively be involved with performing the work, including subcontractors, as illustrated in the firm/team profile. Describe education, professional experience, certifications/licenses, and length of time employed by firm (may be communicated via attached resume). Highlight related experience and experience with ANTHC.
6. **Specialized Experience (30 POINT VALUE):** Describe the technical experience of the A/E's key personnel and sub-consultants in all applicable aspects of planning, design, improvement, remodeling and construction of sanitation facilities (water, wastewater, solid waste) and healthcare facilities and other support buildings in Alaska or other remote, rural, arctic, regions. Provide a list of similar projects completed over the last 5 years, including a detailed description of the scope, and owner name and contact information. Submit specific examples (from the list of similar projects) of design documents prepared by the A/E firm that illustrate an understanding of the scope requirements. If sub-consultants are proposed for the primary disciplines (civil, mechanical, electrical, process, architectural, and electrical), then separate lists and examples shall be provided for each sub-consultant.
7. **Understanding of Requirements (20 POINT VALUE):** This section must confirm your understanding of the RFP and ANTHC/DEHE's needs as well as the general and special requirements. Describe your understanding of the location of services, local and regional conditions, and any applicable state and federal regulations.

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 firm not submit a proposal.
 - 1.3 Substantive and material noncompliance to requirements of the RFP proposal submission guideline.

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. It is anticipated that up to three (3) separate contracts may be awarded to the top scoring teams.

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

Strategic Planning & Project Approach	15
Firm/Team Profile	10
Professional Qualifications	25
Specialized Experience	30
Understanding of Requirements	<u>20</u>
Maximum Possible Points	100

4. **Price Proposal:** Price is not an evaluation factor. There shall be no discussion of price in the initial response. The top ranked firm(s) selected for contract negotiations will be required to submit a fee schedule and detailed pricing information within ten (10) business days of notification.
5. **Discussions:** As determined by the evaluation process, firm'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. Firms 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, firms reasonably susceptible of award may be afforded the opportunity to give an oral presentation. If so afforded, firms will be notified in writing of the

REVIEW OF PROPOSALS

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 firm costs associated with attending an oral presentation shall be borne by the firm.

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 firms will be issued a Notice of Award containing the name(s) and address(es) of all firms and the recipient of the contract.
9. **Informal Debriefing:** Any proposing firm 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 #12-R-15547
MULTI-DISCIPLINED ARCHITECTURAL AND ENGINEERING
SCOPE OF SERVICES – SANITATION & HEALTH FACILITIES

1. **Objective of Solicitation:** The role of ANTHC's Division of Environmental Health and Engineering (DEHE) is to provide lasting solutions to promote healthy communities. DEHE provides planning, design, construction, and operations support of public health infrastructure projects and facilities for rural communities throughout the state of Alaska and the Alaska Native Medical Center campus in Anchorage. DEHE programs include drinking water and waste disposal facilities, roads, rural health care facilities, climate change mitigation, alternative energy and energy efficiency projects, and facility support for hospitals and clinics. The objective of the solicitation is to obtain multi-disciplined architectural and engineering consultant contractors to assist ANTHC with the delivery of these services.
2. **Location of Services:** The services under this contract will involve primarily rural community locations throughout the state of Alaska. Some services may also involve regional hubs as well as the Alaska Native Medical Center campus located in Anchorage including its various support and administrative buildings, utility systems and grounds.
3. **Description of the Scope:**
 - 3.1. General: The scope of services is to provide to ANTHC architectural and engineering services associated with the planning, design, construction, and operations of public health infrastructure and facilities. Services may include but not necessarily be limited to the types of deliverables listed below.
 - 3.1.1. Reports: Miscellaneous studies, reports, and master planning documents. An example of a miscellaneous report that is expected to be performed utilizing this contract is a Community Self Evaluation and Transition Plan (SETP) to meet the requirements of the 1990 Americans with Disabilities Act, 28 CFR 35-105-35.107 35.150(c) and (d).
 - 3.1.2. Permitting: Obtain miscellaneous local, state, or federal environmental and engineering permits necessary for project approval and construction.
 - 3.1.3. Civil: Survey control and right-of-way, land development, site plans, drainage plans, erosion and sedimentation control plans, storm water management plans, access roads, water and wastewater distribution and collection systems, existing system analysis and condition assessment, hydraulic modeling, residential plumbing plans, and specifications.
 - 3.1.4. Process Design: Water and wastewater treatment analysis, schematic plans, process and instrumentation diagrams (P&ID), functional/process narratives, instrumentation and equipment scheduling, full scale 3-D process modeling, installation details, and specifications.
 - 3.1.5. Electrical: SCADA related services, backup electrical power supply systems, system layout, controls, equipment schedules, specifications.

- 3.1.6. Mechanical: Detailed sequence of operations, equipment schedules, control and instrument schedules, heating and ventilation P&ID, plumbing plans, system layout, equipment schedules, and specifications.
- 3.1.7. Structural: Code and condition inspections, foundations, footings, floor framing, walls, roof framing, other structural components, and specifications.
- 3.1.8. Architectural: Facility requirements and utilization studies, facility code and condition inspections, design services for new construction, alterations, and renovations (floor plans, elevations, doors and windows, flooring, finishes, handicapped accessibility, and other architectural components) and specifications.
- 3.1.9. Fire protection: System layout, equipment schedules, and specifications.
- 3.1.10. Geotechnical: Investigations and reports for foundation recommendations.
- 3.1.11. Site Adaptation: Architectural and Engineering adaptation of prototype designs.
- 3.1.12. Cost Estimates: Independent cost estimates in support of design and construction efforts described herein.
- 3.1.13. Construction Administration: Submittal and shop drawing review, design clarification/variation requests, on-site inspections, start-up and functional testing services, and record drawing development.
- 3.1.14. Energy: Energy audits, design review and analysis, energy reduction/conservation projects, energy modeling, and renewable energy technology projects (wind, hydro, solar, biomass, geothermal).
- 3.2. Special Requirements: Due to the nature of delivery of constructed facilities in rural Alaska, additional detail and/or unique design requirements may be required by ANTHC. The Contractor's team must have the capacity to meet these requirements. Typical special requirements include the following:
 - 3.2.1. General:
 - 3.2.1.1. Consultant must have an understanding of NFPA 99 as it relates to clinics.
 - 3.2.2. Process Design:
 - 3.2.2.1. P&ID: Provide P&ID for all water and wastewater treatment processes.
 - 3.2.2.2. Sequence of operations: Provide detailed written sequences of operation for all treatment processes.
 - 3.2.2.3. Equipment and Instrument Schedules: Provide a schedule of equipment and instrumentation including tag numbers, description, operating range, set points, power requirements, connection method, inputs/outputs, make and model, NSF-61 requirements, and salient features.

3.2.2.4. Drawings:

- 3.2.2.4.1. Provide scale drawings (3/8" = 1-foot) showing all work greater than 4-inches, including piping, insulation, filters, chemical vats, blowers, valves, pumps, etc. Demonstrate coordination with other disciplines including but not limited to Structural, Architectural, Process, and Electrical.
- 3.2.2.4.2. Provide dimensionally accurate elevation drawings for all process equipment showing coordination with other trades.
- 3.2.2.4.3. Miscellaneous Details: Provide detail drawings of process instruments such as turbidity meters, streaming current detectors, etc. illustrating connections, inputs/outputs, and coordination with other disciplines.

3.2.3. Mechanical Design

- 3.2.3.1. Design Deliverables: Design deliverables may include medical gas systems.
- 3.2.3.2. Sequence of operations: Provide detailed sequence of operations including description of the initial state of controlled system and each operation mode.
- 3.2.3.3. Control and Instrument Schedule: Provide a schedule for ALL instrumentation and equipment (including damper actuators, thermometers, backflow preventers, trap primers, thermostats, temperature controllers, etc.). The schedule should include tag numbers, description, operating range, set points, power requirements, connection method, inputs/outputs, valve Cv, make and model, NSF-61 requirements, and salient features.

3.2.3.4. Drawings:

- 3.2.3.4.1. Provide scale drawings (3/8" = 1-foot) showing all work greater than 4-inches, including piping, insulation, valves, air separators, pumps, etc. Equipment symbols must accurately represent the dimensions of the equipment referenced unless the physical dimensions of the equipment described is less than 1/8" as scaled. Demonstrate coordination with other disciplines including but not limited to Structural, Architectural, Process, and Electrical.
- 3.2.3.4.2. Provide dimensionally accurate elevation drawings for all heating and ventilation equipment, showing coordination with other trades.
- 3.2.3.4.3. Miscellaneous Details: Provide detail drawings of instrumentation connections, floor drains, public watering points, waste receivers, eye washes, trap primers, clean outs, exhaust fans, arctic hoods, transfer air assemblies, base-board, unit heaters, ventilation fans, fuel storage tanks, appliance venting, fuel supplies, piping supports, ventilation supports and ductwork.

3.2.3.4.4. Equipment: Provide detail drawings of each major piece of equipment, identifying relevant features and appurtenances, connection points, vibration isolation, installation details, penetration of building elements, insulation, safety concerns and coordination with other trades.

3.2.4. Electrical Design

3.2.4.1. Design Deliverables: Electrical deliverables shall include site plans with electrical service connections and exterior conduit runs, one-line diagrams, power plans, lighting plans, and instrumentation plans. Electrical designs may require backup/standby emergency power supply systems.

3.2.4.2. Drawings:

3.2.4.2.1. Provide scale drawings (3/8" = 1-foot) or as needed to match Process and Mechanical plans. Use National CAD Standard (NCS) or National Electrical Contractors Association (NECA) standard blocks and symbols. Demonstrate coordination with other disciplines including but not limited to Structural, Architectural, Process, and Mechanical.

3.2.4.2.2. Under-slab conduit plans: When under slab conduit is used, dimensionally accurate conduit plans shall be provided.

3.2.4.2.3. Schedules: Electrical drawings shall include panel board schedules that have total connected load and NEC (National Electric Code) total calculated load.

3.2.4.2.4. Controls: Designs shall include functional narratives for all control panels describing operation and all inputs and outputs. Drawings of control panel faces shall be provided illustrating the location of switches, counters and other devices located in the panel face.

3.2.4.3. Specifications: Provide written specifications for all electrical equipment, components, and methods including standby generators, control panels, and other special assemblies.

3.2.4.4. Local Utility Coordination: Coordinate with local utilities to verify electrical service locations and obtain estimates for any line extensions or work that will need to be completed by local utilities.

4. **Fee Proposals for Individual Projects:** The scope of work delineated for individual projects shall be determined by ANTHC based on specific project needs. A scope of work may include whole projects or single and multi-discipline deliverables in support of projects. Fee proposals are to be specific for each scope of work and resulting delivery order.

4.1 Tribal Health Organizations in Alaska may procure services under this contract as the needs of healthcare entities or ANTHC and its programs require, subject to acceptance by the Consultant. ANTHC shall have no obligation or liability in connection with or arising from procurement under this contract by any other entity. When a Delivery Order is issued

by an entity other than ANTHC, references in the contract to ANTHC shall be deemed to be the authorized entity that issued the Delivery Order.

5. **Submittal Format:** All submittals shall be made in the following formats unless otherwise specified in the Delivery Order. Electronic media shall not have security enabled.
 - 5.1 Written Material: All written material will be provided in original form on bond paper, in Adobe Acrobat PDF, and in Microsoft electronic editable format. All printed material shall be generated from the PDF file to maintain consistency between the electronic and paper media.
 - 5.2 Drawings: All drawing deliverables will be provided on full size bond hardcopy. Both hardcopy and electronic deliverables shall conform to the ANTHC, DEHE CAD Standards (attached).

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ATTACHMENT 1

SAMPLE

SERVICES COST SCHEDULE

Reimbursable Costs

I. PERSONNEL COST

All personnel costs will be billed at the Total Hourly Rate quoted below without additional markup. Where fees for Delivery Orders are established on a lump sum basis, the Consultant's fee proposal shall be based on rates, which do not exceed the rates quoted below. The personnel whose services will be charged at the rates listed below will be identified in the Consultant's Management Plan required in each Delivery Order. The Consultant shall promptly inform ANTHC when any named employee changes position or when their services will be billed at a different rate.

Job Title – <u>Key</u> Personnel	Staff Name (per proposal)	Dollar Amount Fully Burdened Labor Rate	Percent Overhead Percent G&A Profit	Total Hourly Rate
1. Practice/Program Lead				
2. Senior Consultant				
3. Senior Engineer/Scientist				
4. Sr. Project Engineer/Scientist				
6. Design Principal				
7. Project Manager/Principal				
8. Senior Architect				
10. Senior Draftsperson				
11. Senior Technician				
12. Other				
14. Other				

Job Title – <u>Other</u> Personnel	Dollar Amount Fully Burdened Labor Rate	Percent Overhead Percent G&A Profit	Total Hourly Rate
15. Project Engineer/Scientist			
16. Staff Engineer/Scientist			
17. Engineer/Scientist			
18. Architect			
19. Staff Draftsperson			
20. Staff Technician			
21. Technician			
23. Senior Administrative Support			
24. Staff Administrative Support			
25. Administrative Support			
26. Other			
27. Other			

II. SUBCONTRACTOR COST

Complete list of all sub-contractors and price rates

SUBCONTRACTOR NAME:

Job Title	Dollar Amount Fully Burdened Labor Rate	Percent Overhead Percent G&A Profit	Total Hourly Rate
A. Principal Consultant			
B. Other			
C. Other			

Consultant's billing for subcontracted services will include amount of subcontractor invoice plus not more than 5% total mark-up for Consultant overhead and profit.

III. TRAVEL AND PER DIEM

The Consultant's travel and per diem costs shall be reimbursed as indicated below except for Delivery Orders based on a lump sum, in which case the lump sum fee shall include all travel and incidental costs. No separate travel and per diem reimbursement shall be provided for lump sum Delivery Order unless specifically authorized in writing.

- A. Air Travel. Costs shall be billed under REIMBURSABLE COSTS. Under normal circumstances, it is expected that costs will be based on the prevailing 7-day advance purchase prices for coach fare.
- B. Ground Transportation. Rentals shall be reimbursed at invoice cost and actual mileage charge, if any. Taxis shall be reimbursed at actual cost without markup.
- C. Lodging and Meals. ANTHC may, at its options, assume responsibility for lodging. If lodging is provided by ANTHC, no overhead will be allowed the Consultant. Otherwise, lodging and meals shall be billed under reimbursable costs.

IV. PRINTING AND REPRODUCTION COSTS

The Consultant shall furnish five (5) copies of all draft and final drawings, reports, maps, and other documents without charge, except where specified otherwise in individual Delivery Orders. Additional copies required by ANTHC in excess of this number (5) or the number specified in the Delivery Order shall be billed under REIMBURSABLE COSTS. This item includes reproduction costs only and will not be interpreted to include personnel costs identified with printing and reproduction. The Consultant shall make reasonable efforts to minimize costs through prudent purchasing practices. Rush and/or expedited charges for printing and/or reproduction will not be paid by ANTHC, unless specifically approved by ANTHC.

V. OTHER COSTS

Materials, supplies, freight, communications, and equipment rental, **except** where these costs are incurred by the Consultant as part of a Delivery Order based on a lump sum fee, are reimbursable charges. For Delivery Orders based on a lump sum fee, these charges are included in the lump sum fee. Equipment rental requires prior approval by ANTHC.

VI. REIMBURSABLE COSTS

ANTHC shall reimburse the Consultant for reasonable charges plus not more than 5% total mark-up for Consultant overhead and profit for items listed herein as reimbursable costs. Other than the 5% total overhead and profit permitted by this clause, the Consultant shall not include any General and Administrative or other overhead or profit in billing for reimbursable costs.

- A. Additional copies in excess of number specified pursuant to Section IV.
- B. Travel and related per diem costs incurred by Consultant as permitted by Section III.
- C. Lodging expenses will not be reimbursed at a higher per night rate (taxes excluded) than the Federal maximum amount for location. Excess lodging must be approved in advance.
- D. For Delivery Orders that are not based on a lump sum fee: materials, supplies, freight, communications, and equipment rental, subject to provisions of Section V.

This REIMBURSABLE COSTS provision shall not apply to costs for Delivery Orders on a lump sum fee basis.

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.

(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;

REPRESENTATIONS AND CERTIFICATIONS OF BIDDER/OFFEROR

☐ 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--

- (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.

REPRESENTATIONS AND CERTIFICATIONS OF BIDDER/OFFEROR

(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--

(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

REPRESENTATIONS AND CERTIFICATIONS OF BIDDER/OFFEROR

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

(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

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- (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:

- (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 Tsimshian 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:

REPRESENTATIONS AND CERTIFICATIONS OF BIDDER/OFFEROR

- (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:

- (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

REPRESENTATIONS AND CERTIFICATIONS OF BIDDER/OFFEROR

- (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.

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)

(Printed Name)

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM (ANTHC)

A/E General Provisions

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1. DEFINITIONS

- (a) **CHANGE** - A revision in the scope, cost, complexity, character, or duration of the services or provisions of this contract.
- (b) **CONTRACT ADMINISTRATOR** - The individual appointed by the Contracting Officer to administer the contract for the Contracting Agency. The contract administrator and the project manager are not required to be, but may be the same person.
- (c) **CONTRACTING AGENCY** - The Alaska Native Tribal Health Consortium. (Abbreviated form is ANTHC.) ANTHC is a consortium of tribal entities and qualifies as a "tribal organization" within the meaning of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. 450b (f). ANTHC operates the Alaska Native Medical Center under a Compact of Self-Governance with the United States of America, as authorized pursuant to Public Law 105-83 § 325.
- (d) **CONTRACTING OFFICER** - The person who signed this contract on behalf of the Alaska Native Tribal Health Consortium, and includes a duly appointed successor or designated authorized representative.
- (e) **CONTRACTOR** - The entity providing services under this contract.
- (f) **MODIFICATION** - A written change to the contract.
- (g) **NOTICE TO PROCEED** - Written authorization from the Contracting Agency to the Contractor to provide all or specified services in accordance with an existing agreement.
- (h) **PRIMARY FUNDING SOURCE** - An agency which furnishes funds for the Contractor's compensation under this contract and which may have established regulations and requirements binding upon the Contracting Agency and the Contractor.
- (i) **PROJECT MANAGER** - Contracting Agency's representative in charge of the project and the Contractor's primary point of contact with the Contracting Agency.
- (j) **SUBCONTRACTOR** - An entity or person engaged to provide a portion of the services by subcontract with the Contractor which is a party to this contract. Unless 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. OWNERSHIP AND USE OF DOCUMENTS AND WORK PRODUCT

- (a) The work products and deliverables (documents, reports, surveys, plans, drawings, calculations, electronic files, specifications, cost estimates, summaries, and other items necessary for or associated with the performance of work) shall become and remain the property of ANTHC. The Consultant shall have no claim for further employment or additional compensation as a result of exercise by ANTHC of its full rights of ownership of these documents and materials. The Consultant may retain a record copy for its own files at Consultant's expense.
- (b) Any discovery or invention or copyrightable materials developed in the course of or resulting from work carried on under this order shall be the property of ANTHC. If the source of funds for this order is federal, any applicable federal patent and copyright rules also apply, take precedence, and supersede this provision. Rights of use for public purposes of work products and/or intellectual property and/or intangible property under federally assisted projects shall be governed by the provisions of federal OMB Circulars A-110 and A-102 as applicable.
- (c) Ownership of deliverables and work products shall be vested in and shall become the property of ANTHC, and ANTHC shall also have unlimited rights of use.
- (d) When Delivery Orders are issued by another authorized entity, that entity shall have the rights identified above.

3. NON-EXCLUSIVITY

This Contract does not confer exclusive rights on Consultant. ANTHC reserves the right to solicit and enter into contracts with other engineers and consultants to perform any services ANTHC deems necessary, including services contemplated by this Contract.

4. MANAGEMENT PLAN AND KEY PERSONNEL

- (a) Plan shall identify Key Personnel. For each Delivery Order issued under the Contract, Consultant shall prepare a management plan with identified key personnel, and submit such plan to ANTHC for approval. Qualifications of key personnel shall be provided at ANTHC's request. ANTHC may require Consultant to remove any employee of Consultant from performance under the Contract if ANTHC determines, in its sole discretion, that such removal would be in ANTHC's best interest.
- (b) Changes in Key Personnel. Prior to diverting or substituting key personnel, Consultant shall notify the Contracting Officer reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of impact on the contract. No diversion or substitution of key personnel shall be made by the Consultant without prior written consent of the Contracting Officer.
- (c) Subcontractor submission. All subcontractors and subcontractor key personnel shall be submitted to ANTHC for approval and acceptance prior to beginning work on any ANTHC Delivery Order. ANTHC may require Consultant's subcontractor to remove any employee from performance under the Contract if ANTHC determines, in its sole discretion, that such removal would be in ANTHC's best interest.
- (d) Changes in subcontractors. Any subcontractors, outside associates, or consultants assigned by the Consultant to provide services covered by a Delivery Order shall be limited to individuals or firms that were specifically identified as part of the Delivery Order. The Consultant shall obtain the Contracting Officer's written consent before making any substitution for these subcontractors, associates, or consultants.

5. TIME OF ESSENCE

Time is of the essence, and therefore all times provided for in this Contract, or any document executed hereunder for performance of any act, will be strictly enforced.

6. OWNERSHIP OF REAL AND PERSONAL PROPERTY

The ownership of real property and associated facilities, equipment, and personal property covered under this Contract varies. Facilities located at the Alaska Native Medical Center (ANMC) Hospital Campus are owned by the United States Indian Health Service or ANTHC; facilities located at other locations and future facilities may be owned by ANTHC, the local, state, or federal government, or other parties. Consultant shall consider and incorporate as necessary those restrictions, regulations, ordinances, codes, and statutes related to specific ownership which may impact planning, design, and construction projects under this Contract.

7. RESPONSIBILITY FOR TECHNICAL QUALITY

- (a) Professional standards. Consultant shall be responsible for the professional quality, technical accuracy and coordination of all designs, drawings, reports, surveys, specifications, estimates and other services furnished by Consultant under this Contract, whether services are performed directly by Consultant or by a subcontractor. Consultant is responsible for ensuring that the Work meets all applicable federal, state and local laws and regulations. The final plans and specifications, surveys, and/or reports shall be stamped by the appropriate responsible professional engineer, licensed to practice in the State of Alaska. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in designs, drawings, specifications, and other services provided under any Delivery Order.
- (b) Nonwaiver. Neither ANTHC's review, approval or acceptance of, nor payment for, the services required under a Delivery Order shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and Consultant shall be and remain liable to ANTHC in accordance with applicable law for all damages to ANTHC caused by Consultant's negligent performance of any of the services furnished under this contract.

- (c) The rights and remedies of ANTHC provided for under this contract are in addition to any other rights and remedies provided by law.

8. INDEPENDENT CONTRACTOR

At all times during the performance of this Contract, the relationship between Consultant and ANTHC shall be that of an independent contractor. Neither Consultant, its employees, agents nor subcontractors shall represent ANTHC, or purport to act as agent, representative, employee or servant of ANTHC.

9. SUBCONTRACTS

Consultant shall incorporate by reference the terms and conditions of this Contract and any Delivery Orders into all contracts between Consultant and its subcontractors performing work under this Contract.

10. CHANGES AND ADDITIONAL SERVICES

- (a) **Changes:** The Contracting Officer may, at any time, by written order, make changes that are within the general Scope of Work, or within the scope of a Delivery Order issued under the contract, in the services to be performed. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract or Delivery Order shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under the contract.
- (b) No services for which an additional cost or fee will be charged by the Consultant shall be furnished without the prior written authorization of the Contracting Officer.
- (c) **Additional Services Outside the Scope of Work.** If any additional services other than those specified in the Delivery Order are requested by ANTHC, Consultant shall within thirty (30) days from date of receipt of the notification of change, submit a written price proposal, based on the rates negotiated for the contract, which shall include cost information sufficient to enable ANTHC to perform a cost analysis, and to ensure that the provisions of this Contract are met. If the price proposal is accepted by ANTHC, a Delivery Order modification, signed by both parties, shall be issued which identifies the change in services and any resulting change in contract amount, period of performance, or any other term and condition of the Delivery Order.
- (d) Additional services referenced herein include:
- (1) Major revisions of previously approved drawings, specifications, and other documents due to causes beyond the control of the Consultant and not due to any error or omission by Consultant or failure to carry out Consultant's obligations under this contract, including but not limited to revisions required:
 - a. By criteria or code changes after contract award.
 - b. To meet subsurface soil conditions, when ascertaining or investigating such conditions was not the responsibility of the Consultant, and unknown soil conditions were not a risk assumed by the Consultant.
 - c. To meet unknown existing hidden conditions in buildings, structures, or improvements, when ascertaining or investigating such conditions was not the responsibility of the Consultant, or an assumed risk.
 - d. By errors or inaccuracies in the documents provided by ANTHC that affect this work.
 - e. To enable ANTHC to continue work if the construction contract is terminated for default.
 - (2) Observing and inspecting the replacement or repairs of any work damaged by causes not attributable to the Consultant's responsibility under this agreement.
 - (3) Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding.

11. ORGANIZATIONAL CONFLICTS OF INTEREST

- (a) Consultant warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined as a situation in which the nature of work under this contract and an Consultant's organizational, financial, contractual or other interests are such that:
 - (1) Award of the contract may result in an unfair competitive advantage; or
 - (2) The Consultant's objectivity in performing the contract work may be impaired.
- (b) Consultant agrees that if after award it discovers an organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Consultant has taken or intends to take to eliminate or neutralize the conflict.
- (c) ANTHC may, however, terminate the contract for convenience if it would be in the best interest of ANTHC.
- (d) In the event the Consultant was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer; ANTHC may terminate the contract for default.
- (e) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the Consultant. The Consultant shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. INSPECTION AND PERIODIC CONTACT

ANTHC through its authorized representatives, shall have the right to inspect or otherwise evaluate the Work performed at Consultant's place of business at any time upon reasonable notice. Upon request by ANTHC, Consultant shall furnish calculations, estimates, design assumptions, working drawings, draft or outline specifications, concepts, or other information as may be required by ANTHC for preliminary review and evaluation of Work. During such inspection or evaluation, Consultant shall provide, and shall require its subcontractors to provide, all reasonable facilities and assistance for the convenience of ANTHC's representatives.

13. COMMUNICATION AND PROJECT RECORDS

- (a) Consultant shall ensure that the design process and products are clear and understandable to ANTHC's Project Manager and Contracting Officer. Consultant shall make diligent efforts to communicate clearly, effectively, and in a timely manner with ANTHC and the Project Manager. Consultant shall actively seek the input of ANTHC on design decisions and shall, upon request, prepare such documents as are required to make presentations to the ANTHC Board, governing body, ANTHC, Municipal or Tribal Healthcare Organizations, and/or Executive Management, or other ANTHC or Municipal or Tribal Organizations and/or Staff, or Denali Commission or other federal agency representative(s) as necessary.
- (b) All communications, submittals, transmissions of information between ANTHC and the Consultant or Consultant's subcontractors shall occur between the ANTHC Project Manager or Contracting Officer and the Consultant's Project Manager, unless otherwise agreed to by both parties in writing.
- (c) Consultant shall notify the ANTHC Project Manager at least two (2) weeks in advance, unless a shorter period is negotiated, of (1) all project meetings where material or major decisions, direction, and/or information related to the project will be presented, discussed, or reviewed with any of the design team members or ANTHC; and (2) all Consultant trips to the project site.
- (d) Consultant shall maintain a complete written record of all aspects of the Delivery Order. The record shall include, but not be limited to, studies, reports, estimates, product information and designs required under Delivery Order, and all communications, comments, and responses related to this Contract. Copies of this documentation will be made available to the Project Manager upon request.

14. CONFERENCE MEMORANDA

Consultant shall prepare conference memoranda documenting each site visit, conference, group presentation, construction meeting or review session related to the Delivery Order and distribute duplicate copies of minutes or summaries to the ANTHC Project Manager within ten (10) days after such presentation, conference, visit, or meeting.

15. CODES, STANDARDS AND FEDERAL PUBLICATIONS

All aspects of the planning and design work and products to be provided shall comply with the latest edition or latest adopted edition of the applicable following codes, standards, and handbooks, including, but not limited to:

- (a) Americans With Disabilities Act (ADA).
- (b) National Fire Codes including:
 - (1) Life Safety Code, NFPA 101.
 - (2) National Electric Code, NFPA 70.
 - (3) Other special purpose code publications as applicable.
- (c) ICBO Uniform Building Code, including all related special purpose code publications.
- (d) Uniform Plumbing Code.
- (e) Uniform Mechanical Code.
- (f) Guidelines for Construction and Equipment of Hospital and Medical Facilities 1992-93.
- (g) Underwriters Laboratories Fire Resistance Directory.
- (h) Underwriters Laboratories Building Materials Directory, (advisory only).
- (i) ASHRAE Handbooks, (5 volumes, advisory only).
- (j) DOE Energy Conservation Standards (10 CFR Part 43 5).
- (k) Alaska State DCRA Energy Standards.
- (l) All other applicable codes and standards

16. TERMINATION

- (a) ANTHC may terminate this contract or any Delivery Order in whole or, from time to time, in part, for ANTHC's convenience or because of the failure of the Consultant to fulfill the contract obligations (default). The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless notice directs otherwise), and (2) deliver to ANTHC all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of ANTHC, the Contracting Officer shall make an equitable adjustment in the contract price, but shall allow no anticipated profit on unperformed services.
- (c) If termination is for failure of the Contractor to fulfill the contract obligations, ANTHC may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by ANTHC.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of ANTHC.
- (e) The rights and remedies of ANTHC provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

17. DISPUTES

- (a) Except as provided in the provision of this contract entitled Alternative Means of Dispute Resolution (ADR), all disputes arising under or relating to this contract shall be resolved under this clause and in accordance with the appeals procedures prescribed by ANTHC Procurement Policy.
- (b) "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 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. The submission may be converted to a claim, 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.

- (c) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within thirty (30) calendar days after accrual of the claim to the Procurement Director for a written decision. A claim by the Contracting Agency against the Contractor shall be subject to a written decision by the Procurement Director.
 - (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; or
 - (2) Any other alternative means of dispute resolution (ADR) technique as agreed by the Contracting Agency.
 - (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 Alaska Native Tribal Health Consortium 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.
- (d) For Contractor claims of \$100,000 or less, the Procurement Director must, if requested in writing by the Contractor, render a decision within 30 days of the request. For Contractor-certified claims over \$100,000, the Procurement Director must, within 30 days, decide the claim or notify the Contractor of the date by which the decision will be made.
 - (e) The Procurement Director's decision shall be final unless within 20 days after receipt, the Contractor appeals the decision to the ANTHC President/CEO in accordance with ANTHC Procurement Policy, or files a suit.
 - (f) If the claim by the Contractor is submitted to the Procurement Director 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, or when using any other ADR technique to which the Contracting Agency agrees, 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.
 - (g) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Procurement Director.

18. 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 Consultant and Owner nominate a third party who is not employed by or significantly involved with Owner or the Consultant 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 the adjudicatory body of Owner, including the Board of Directors, other governing or legislative body of Owner;

- (3) submit the dispute to mediation processes provided for under the laws, policies, or procedures of Owner;
- (4) 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) does not apply to this contract.

19. INSURANCE

(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 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) **Professional Liability Insurance:** Covering all errors, omissions, or negligent or wrongful acts of the Contractor, subcontractor, or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the Contracting Agency. Limits required per the following schedule:

<u>Contract Amount</u>	<u>Minimum Required Limits</u>
All Dollar Amounts	\$1,000,000 per Occurrence/\$2,000,000 Annual Aggregate

(4) **Automobile Liability Insurance:** The Contractor shall maintain a commercial automobile liability insurance policy covering all owned, hired, and on-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 to the Contract Administrator prior to contract award 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.

20. PERFORMANCE AND PAYMENT BONDS

(NOTE TO CONTRACTING OFFICER – If this is not applicable to current solicitation, mark after title “Not Applicable to this solicitation” and delete verbiage below.)

(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 offer shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance Bonds:*

- (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:*

- (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.
 - (iii) The ANTHC may secure additional protection by directing the Contractor to increase the penal sum of the existing bond or to obtain 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 a 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 Services, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

21. NONDISCRIMINATION

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical disability. Consultant will ensure its employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age, sex, marital status or mental or physical disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including posting in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. This provision shall be construed in a manner consistent with, and not in derogation of, Consultant's obligations under the Local Preference provisions of this Contract.

22. LOCAL PREFERENCE

Consultant shall, to the extent feasible, utilize labor, materials, and services from the local community where the work is located in the performance of work under this Contract.

23. STANDARD OF CARE

Consultant shall maintain and exercise such professional expertise as is consistent with that level of care and skill ordinarily exercised by members of the profession under similar conditions, circumstances, and limitations, either in Alaska or nation-wide, whichever standard of care is higher.

24. RETENTION AND EXAMINATION OF RECORDS – AUDIT

- (a) Consultant shall maintain records of performance, communications, documents, correspondence, pricing and costs pertinent to each Delivery Order. ANTHC's authorized representatives shall have the right to examine such records and account procedures and practices.
- (b) Records of the Consultant's Direct Personnel and Reimbursable Expense pertaining to the Project shall comply with generally accepted accounting principles. ANTHC or its authorized representatives, including ANTHC's funding sources and their authorized representatives, shall have full and free access to such records (which shall include all records and data of Consultant related to the negotiation, pricing and performance of Delivery Order, and any changes or modifications), including the right to audit, examine and make excerpts and transcripts from such records.
- (c) The materials described in this section shall be made available at the business office of Consultant for inspection, audit and reproduction for a minimum of 3 years from the date of final acceptance of the Work under each Delivery Order and for such longer period, if any, as may be required by applicable statute or other provisions of this Contract.
- (d) If this Contract is completely or partially terminated, records relating to the services terminated shall be retained and made available to ANTHC by Consultant for a minimum of three (3) years from the date of any resulting final settlement. Records which relate to claims or litigation or the settlement of claims arising out of the performance of this Contract shall be made available to ANTHC by Consultant until expiration of three (3) years after such claims or litigation have been concluded.

25. COMPLIANCE WITH LAW

Consultant shall comply with all applicable federal, state and local laws and regulations pertaining to work performed under this Contract. If applicable, Compliance Requirements for Federally Funded Projects will be attached for ease of reference.

26. PERMITS, LAWS, AND TAXES

Consultant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance of Work under this Contract. All actions taken by Consultant in the performance of Work under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. Consultant shall pay all taxes pertaining to the performance of Work under this Contract.

27. COMPARATIVE FAULT

Contractor shall be responsible for its own damages or injuries to Contractor as result of its own employees, property or person acting for or on behalf of Contractor from whatever cause. All actions or claims including costs and expenses resulting from injuries or damages or death sustained by any person or property arising from the Contractor's performance of this contract which are caused by the joint negligence of the Contractor and the Owner shall be apportioned on a comparative fault basis. Any such joint negligence on the part of the Owner must be a direct result of active involvement by the Owner.

28. LIABILITY AND INDEMNIFICATION

The contractor shall indemnify, and save harmless the Owner, its Board of Directors, officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property to the extent caused, by any error, omission, or negligent act of the contractor ' subcontractor, or anyone employed by them in the performance of this contract.

All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising from the contractor's performance of this contract which are caused by the joint negligence of the Owner and the contractor shall be apportioned on a comparative fault basis. Any such joint negligence on the part of the Owner must be a direct result of active involvement by the Owner.

29. APPLICABLE LAW

This Contract shall be governed by laws of the State of Alaska, and all proceedings relating in any way whatsoever to this Contract shall be conducted in the Superior Court for the State of Alaska in the Judicial District where the work was or is to be performed.

30. CONFIDENTIALITY

Consultant shall at all times during the term of this Contract treat all Work Product and ANTHC materials as confidential. All Work Product and ANTHC materials are intended for the exclusive use of ANTHC which, in its sole judgment, may or may not disclose or reproduce such information. If Consultant believes any disclosures of Work Product or ANTHC materials, or information contained therein, are required by law, it shall so advise ANTHC no less than ten (10) days prior to making any such disclosure.

31. SUCCESSORS AND ASSIGNS

This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign its interests herein without the prior written consent of the other party.

- (a) Novation, Change Of Name, Or Assignment. This Contract is not transferable, or otherwise assignable, without the prior written consent of ANTHC. However, the Consultant may assign its rights to be paid amounts due or to become due as a result of the performance of this contract after notice to and approval by ANTHC and inclusion in the instrument of assignment a statement to the effect that all parties agree that the right of the assignee in, and to any monies, shall be subject to prior claims of all persons or businesses for services or materials supplied for the performance of the work under this contract. No assignment shall relieve the assignor of its obligations under the contract.
- (b) Approval Of Subcontractors. Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by this contract or any Delivery Order hereunder will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these subcontractors, associates, or consultants.

32. WAIVER

Any waiver by either party of any provision of this Contract shall not be construed to be a waiver of any other provision of this Contract. A waiver of subsequent breach shall not be deemed as an agreement to waive the same provision at a later date unless expressed in writing.

33. SEVERABILITY

If any section, sentence or clause of this Contract shall be judged illegal or unenforceable, such illegality or unenforceability shall not affect the validity of this Contract as a whole or any section, sentence or clause not judged illegal.

34. INTEGRATION

This Contract constitutes the entire agreement between the parties. No modification shall be binding unless in writing and signed by both parties. Pre-printed terms or conditions of any purchase document or Delivery Order shall not constitute an amendment or modification of this Contract, even if signed by both parties or their representatives.

35. ATTORNEY FEES AND COSTS

In the event of any controversy, claim or action between the parties to enforce the terms of this Contract or any Delivery Orders, or arising from the breach of any provision of this Contract or any Delivery Orders, the prevailing parties will be entitled to recover all costs and reasonable attorney's fees incurred.

36. FORCE MAJUEUR

The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

37. DESIGN WITHIN FUNDING LIMITATIONS

- (a) The Contractor shall accomplish the design services required by this contract so as to permit the award of a contract, using standard practices of the ANTHC for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of the contract. However, the Contractor shall not be required to perform such additional services at no cost to the ANTHC if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.
- (b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction costs. The ANTHC may, if it determines that the estimated construction contract price set forth in the delivery order is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in the contract, or the ANTHC may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the ANTHC shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determined compliance with the funding limitation.

38. ANTHC SMOKE FREE CAMPUS PROVISION

Effective November 16, 2006, the Alaska Native Tribal Health Consortium (ANTHC) became 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
- Alaska Clinical Engineering Services (ACES) Office, 4831 Old Seward Highway, Anchorage Alaska
- Creekside Apartments, 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.
- ANY OTHER PROPERTIES LEASED OR OWNED BY ANTHC

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.

39. ANTI-KICKBACK PROVISIONS AND COVENANT AGAINST CONTINGENT FEES

- (a) The Contractor assures that regarding this contract, neither the Contractor, nor any of its employees, agents, subcontractors, or representatives has violated the provisions of the "Anti-Kickback" Act of 1986 (41 USC 51-58) which is incorporated by reference and made a part of this contract.
- (b) The Contractor warrants that it has not employed or retained any organization or person, other than a bona fide employee, to solicit or secure this contract and that it has not paid or agreed to pay any organization or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Contracting Agency has the right to annul this contract without liability or, in its discretion, to deduct from the allowable compensation the full amount of such commission, percentage, brokerage or contingent fee.
- (c) The Contracting Agency warrants that neither the Contractor nor the Contractor's representative 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.
- (d) At all times during and under the terms of this Agreement, with regard to those Contractors who either perform or authorize Medicaid or Medicare health care services on behalf of the Contracting Agency or are otherwise involved in the monitoring of health care services of the Contracting Agency, the Contractor hereby makes the following representations and warranties: (1) in addition to General Provision #39, Contractor is in compliance with the provisions of all applicable laws and regulations pertaining to its scope of work; (2) neither the Contractor, nor its employees or agents are in violation of any laws, including any of the Health Care Laws. For purpose of this provision, "Health Care Laws" means (a) all applicable federal and state fraud, waste and abuse laws, including, but not limited to the Anti-Kickback Statute, [42 USC 1320a-7(b)], section 6032 of the Deficit Reduction Act of 2005, the civil False Claims Act (31 USC §3729 et seq), and the Stark law (42 U.S.C.S. §1395nn). Contractor, including its employees, agents and independent contractors should be aware of Contractor's and Contracting Agency's policies regarding detection and prevention of health care fraud and abuse. In accordance with section 6032 of the Deficit Reduction Act of 2005, the Contractor shall review and comply with the essential elements of Contracting Agency's policy on fraud, waste and abuse (see <http://www.anthc.org/cs/contracting/>) and to require its contractors and agents performing services pursuant to this Agreement to comply with such policy and Health Care Laws. The Contractor should encourage all of its employees, agents and contractors to be aware of the Health Care Laws regarding whistleblower protection and non-retaliation. Contracting Agency requires Contractor to exercise due diligence in the prevention, detection, and correction of fraud, waste, and abuse, and to promptly report any suspected fraud, waste, and abuse through appropriate channels. Contractor may report issues to their supervisor, and/or Contracting Agency's Corporate Compliance and Integrity Services by calling the Ethics & Compliance Hotline at 1-877-772-6743.

40. RESPONSIBILITY FOR IDENTIFICATION AND COMPLIANCE WITH APPLICABLE LAWS

The Contractor understands and agrees that federal and/or state appropriated funds may be used to pay for the goods or services provided under this contract. The Contractor further understands and agrees that it is responsible for identifying and ensuring compliance with all applicable state and federal laws and regulations.

41. INDIAN CHILD PROTECTION AND FAMILY VIOLENCE PREVENTION ACT (P.L. 101-630)

The Contractor shall comply and assure compliance by all subcontractors at any tier under this contract, with the Indian Child Protection and Family Violence Prevention Act (P.L. 101-630). The Act requires that Minimum Standards of Character be established for certain positions covered by the Act to ensure that none of the individuals in these positions have been found guilty of, or entered a plea of nolo contendere or guilty to, any offenses under Federal, State, or tribal law involving crimes of violence, sexual assault, molestation, exploitation, contact or prostitution; or crimes against persons.

42. ORDER OF PRECEDENCE OF DOCUMENTS AND PROVISIONS

In the event of any inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Contract form;
- (b) Special Provisions;
- (c) A/E General Provisions;
- (d) Scope of Work,
- (e) Specifications/Plans;
- (f) Schedule
- (g) Other Attachments.

43. CLEAN AIR AND WATER

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

- (a) The Contractor shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15) which prohibit the use under federal contracts or grants, facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.
- (b) The Contractor warrants that any facilities to be used in the performance of this contract are not listed on the EPA List of Violating Facilities.
- (c) The Contractor will include a provision substantially the same as this, including this paragraph (c) in every non-exempt subcontract.

44. DISSEMINATION OF INFORMATION

There shall be no dissemination or publication, except within and between the Contracting Agency, the Contractor, and any subcontractors, of information or deliverables developed under this contract without prior written approval of the Contracting Agency's Contract Administrator or its President, Chief Executive Officer.

45. PATENT INDEMNITY AND COPYRIGHT INFRINGEMENT

The Contractor shall indemnify and save harmless the Alaska Native Tribal Health Consortium, its Board of Directors, and its officers and employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the Alaska Native Tribal Health Consortium. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

46. PAYMENTS TO THE CONTRACTOR – FIXED PRICE CONTRACT

(This provision is applicable only to fixed-price contracts.)

- (a) The Contractor shall not perform any services or deliveries of products without a contract which has been signed by the Contracting Officer. Accordingly, the Contracting Agency will not pay the Contractor for any goods, services or associated costs, if any, performed outside those which are authorized by the signed contract.
- (b) The Contracting Agency will pay the contract price as hereinafter provided. The Contractor shall be paid, upon the submission of proper invoices, the prices stipulated herein for work products delivered and accepted or services rendered and accepted, less deduction, if any, as herein provided. Unless otherwise specified, payment will be made

on partial deliveries accepted by the Contracting Agency when the amount due on such deliveries so warrants. Payments shall be made within 30 days of the proper submission of an invoice.

- (c) Payments shall be based on approved Contractor's invoices submitted in accordance with this provision. The sum of payments shall not exceed allowable compensation stated in purchase order(s) and no payments shall be made in excess of the maximum allowable total for this contract.
- (d) The Contractor shall submit a final invoice and required documentation within 90 days after final acceptance of goods or services by the Contracting Agency. The Contracting Agency will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.
- (e) In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. An item is in "dispute" when a determination regarding an item has been made by the Contracting Officer that the performance called for and or price invoiced is not in compliance with the terms and conditions of the contract.

47. EMPLOYMENT NON-SOLICITATION

During the term of this Agreement, Contactor and for 12 months from the termination of this Agreement with ANTHC, Contractor shall not, either on her or his own account or agents or other representatives of Contactor or for any person, firm, partnership, corporation, or other entity (a) solicit, interfere with, or endeavor to cause any employee of ANTHC to leave his or her employment, or (b) induce or attempt to induce any such employee to breach her or his employment agreement with ANTHC.

CAD STANDARDS MANUAL



**Division of Environmental
Health and Engineering**

VERSION 3.0

August 30, 2010

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1 Introduction

The DEHE CAD Standards Manual defines standard drawing conventions for company and contractor use. This document is based on the National CAD Standards (NCS) and is supplemented by standards developed internally. The standards established support existing information, design, and record information across several disciplines. This manual establishes and maintains consistency, proficiency and productivity to ensure the creation of drawings that are uniform and reproducible over time without degradation.

1.1 Changes Made From Previous Version

This is a major revision from Version 2.0. All internal drafting process information has been removed from the Version 2.0 manual to clarify expectations of the final delivered product. For further information contact DEHE CAD Management.

1.2 DEHE General Drawing Conventions

The information in the manual is written with the assumption that the end user or reader has a basic fundamental knowledge of the approved software and general drafting principals. Electronic data and hardware utilized in ANTHC is owned by ANTHC. DEHE CAD Standards compliance will be maintained and tracked continuously.

Hardcopy:

- ◆ All designs shall use a world coordinate system where an architectural building corner resides at (0,0,0) and Civil and Survey shall follow the correct local coordinate system

Electronic:

- ◆ All objects not in use in a drawing file shall be removed
- ◆ Any drawing that is utilized in multiple areas of a plan set will be external referenced and all external references will be overlays
- ◆ Sheets will be organized in a Sheet Set Manager unless otherwise approved by the CAD Department manager
- ◆ All text and labeling shall be consistent with regards to model space or paper space per drawing discipline
- ◆ Bylayer settings shall be utilized
- ◆ The plot style for all drawings will be Named Plot Style (STB)

1.3 Supported Software

The following applications are approved for use on ANTHC DEHE Projects. Future or prior software versions may be implemented before a CAD Manual update pending compatibility. Prior approval of software not in the following list is needed from the CAD Manager.

- ◆ Autodesk TrueView
- ◆ Autodesk® Design Review
- ◆ AutoCAD 2011
- ◆ AutoCAD LT 2011
- ◆ AutoCAD Civil 3D 2011
- ◆ AutoCAD P&ID 2011
- ◆ AutoCAD Plant 3D 2011
- ◆ AutoCAD MEP 2011
- ◆ Bentley PromiseE 2010

2 Folder Structure and File Naming

Folder, File, and Sheet organization is the basis for functional design models as well as effective production correlation, delivery, and identification of the CAD files that support the hardcopy drawings. A consistently organized and maintained file and folder structure has a great impact on the functionality of the project environment.

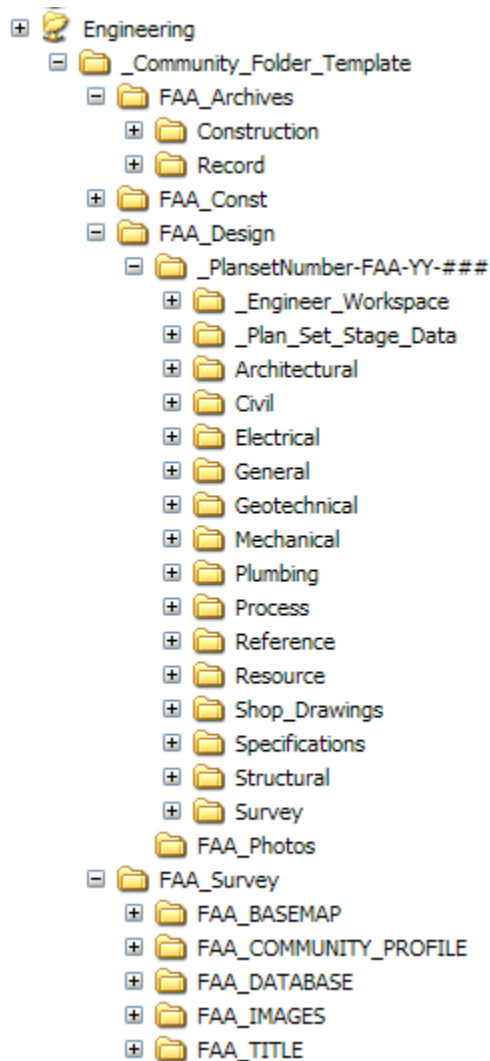
2.1 General File and Folder Conventions

- ◆ All files are to be stored in their project and discipline specific directory
- ◆ Unused folders shall be removed from the drawing directory
- ◆ Unused drawing files shall be removed from the drawing directory
- ◆ All drawings shall follow the file naming convention
- ◆ All project files shall reside on the departments established network server
- ◆ No project files shall be stored on a local hard drive

2.2 Folder Organization

All projects are to have a main Project Directory Folder named according to the ANTHC Project Number which is provided by DEHE Project Management. The typical format is VIL-##-#### (e.g. CKB-08-005).

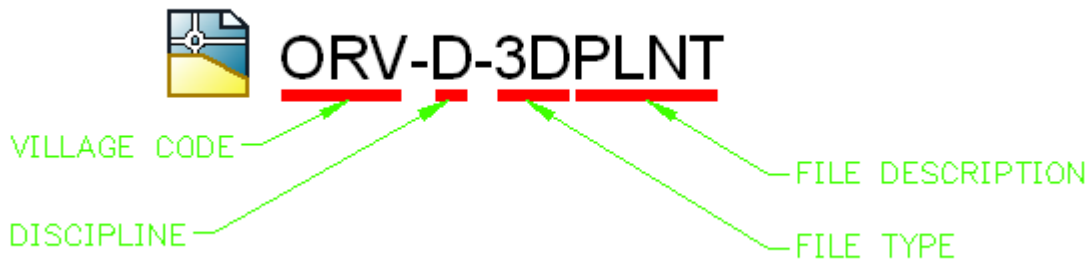
Under each project directory folder, a folder is to be created to support the work of each discipline utilized in the current plan set, along with a Plan Set Stage Data Folder to temporarily store Design Deliverables per submittal. Folder organization is to adhere to the following format.



2.3 File Naming

Clearly naming files will enable future users to find specific types of information in specific types of drawings files more easily. File names are to adhere to the following format.

Village Code (3 Characters)	Dash	Discipline (1 Character)	Dash	File Type (2 Characters)	File Description (4 Characters)
— — —	·	—	·	— —	— — — —



Village Code:

The Village Code designator is a three character designator assigned to each village in the state of Alaska. The Village Code is provided at the beginning of each project per DEHE Project Management. For a complete current list of compliant Village Codes see the AnthcDM.xls.

Discipline:

For a complete current list of compliant Disciplines see the AnthcDM.xls.

File Type:

For a complete current list of compliant File Types see the AnthcDM.xls.

File Description:

The File Description is a four letter designator that is used to describe the type of work being done in the file (e.g. Grading = GRAD). Several of these designators can be found in the NCS. For a complete list of compliant File Descriptions see the AnthcDM.xls.

3 Sheet Organization

File and sheet organization standard is the basis for functional design models as well as effective production, delivery, and identification of hardcopy drawings.

3.1 General Sheet Conventions

Hardcopy:

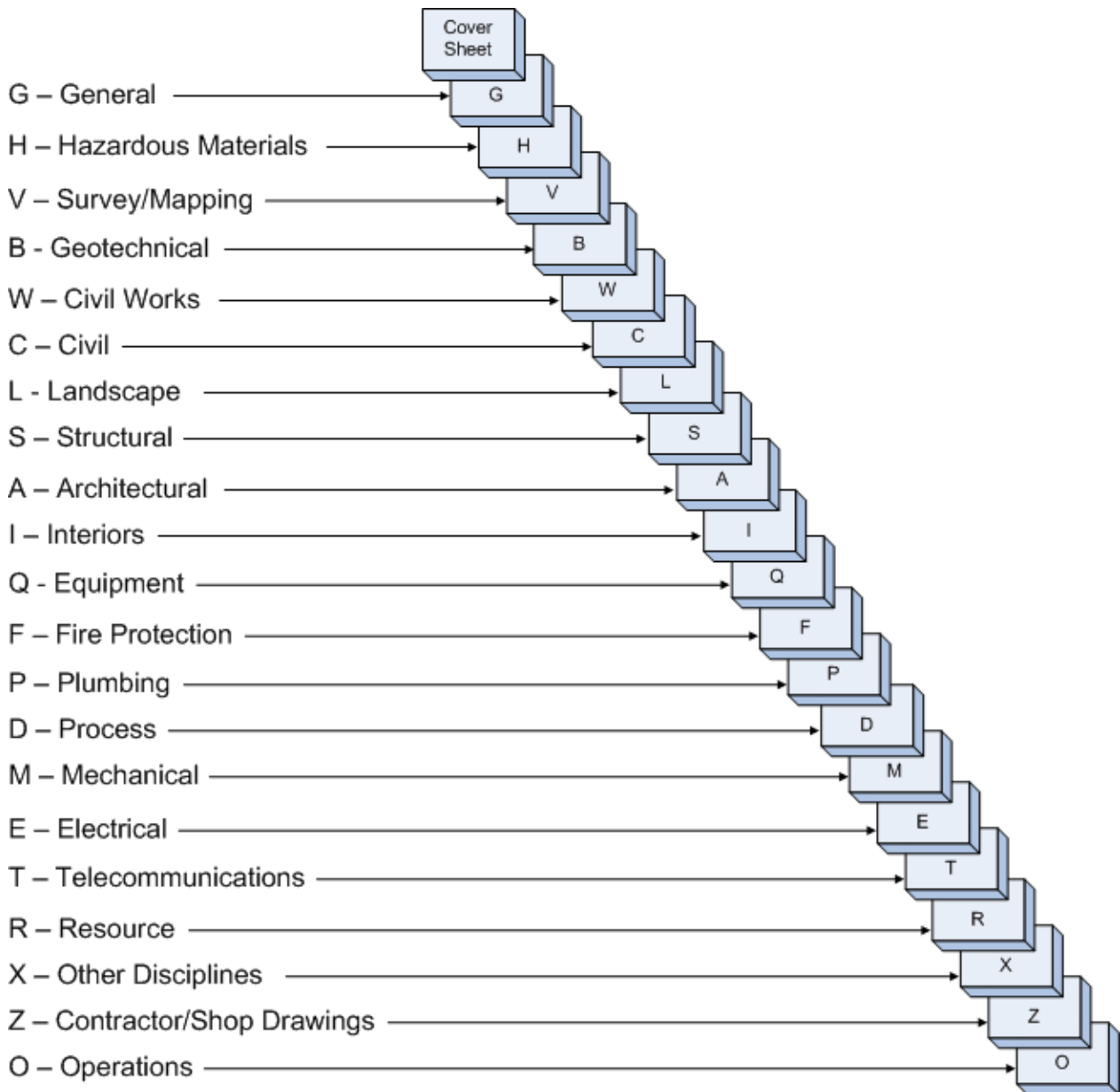
- ◆ No drawing objects shall reside outside the title block area in the layout tab
- ◆ ANTHC DEHE compliant title blocks shall be used
- ◆ All sheet and drawing numbering shall be continuous
- ◆ Prior to completion of the project all title block project details shall be filled in
- ◆ All view labels shall be labeled with their proper sheet area per the title block
- ◆ A sufficient margin will be left around separate views or details to ensure clarity and readability
- ◆ All plan views are to have a bar scale and a north arrow
- ◆ All views are to have a real world scale
- ◆ All disciplines shall be organized according to the Hardcopy Sheet Organization section

Electronic:

- ◆ All title blocks shall have an insertion point of 0,0,0
- ◆ The Sheet Set Manager is to be used to assemble a plan set unless one of the following situations applies:
 - ▶ Not enough sheets (one or two)
 - ▶ Sheets that are in an archived record state
 - ▶ Existing drawings that would prove to be inefficient in use with Sheet Set Manger
 - ▶ Contractor deliverables

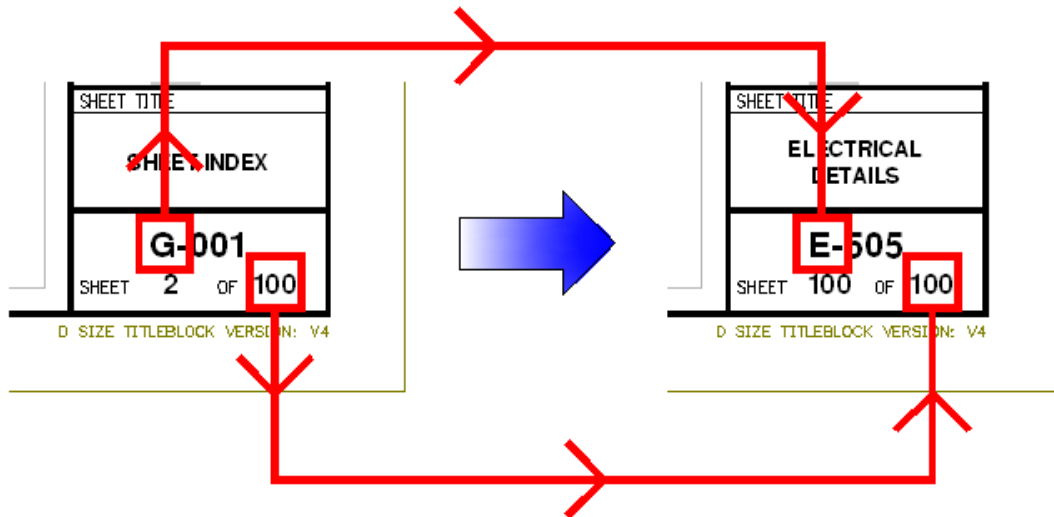
3.2 Hardcopy Sheet Organization

The first sheet of a plan set shall be the Cover Sheet, followed by the subsequent groups of sheets organized as illustrated below. Depending on the complexity of the project not all subsets may apply.

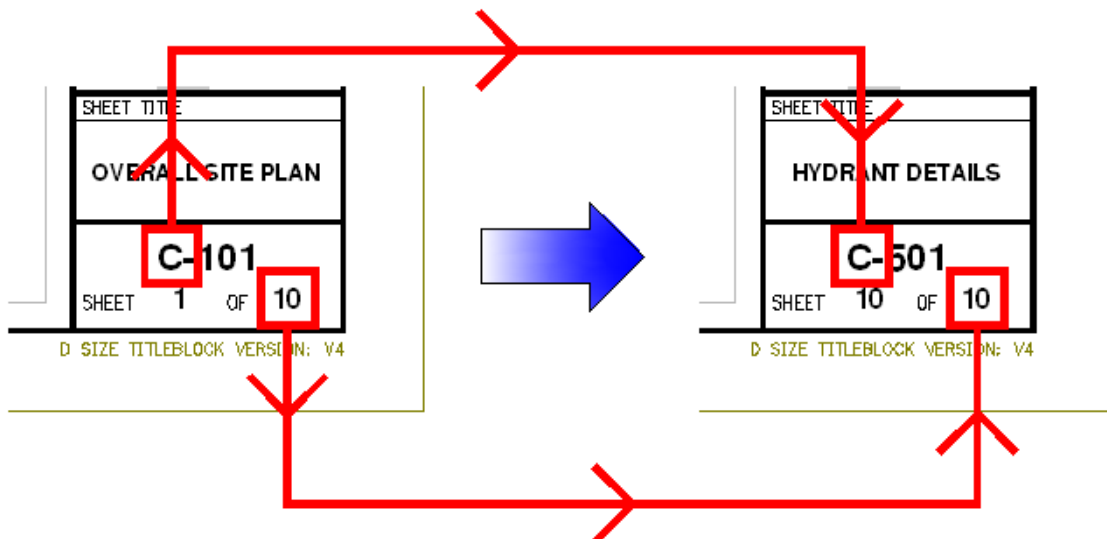


3.3 Sheet Numbering

Sheet Numbering shall be continuous throughout the entire plan set as shown in the following diagram, which portrays a plan set that is numbered from 1 to 100 from the first drawings in the general set to the final drawings in the electrical set:



If contractor drawings are included, sheet number sequence may be isolated to discipline subsets as shown in the following diagram, which portrays a civil subset with drawings numbered from 1 to 10:



All other subsets to follow suit.

3.4 Sheet Identification

Sheet identification helps to separate similar types of information such as plan views, details, and elevations into their own sections. This will help the plan set reader to have a general idea of where different types of information reside. Sheet identification is to adhere to the following format.

Discipline (1 or 2 Characters)	Dash	Sheet Type (1 number 1-9)	Sheet Sequence Number (2 Numbers 01-99)
_ (_)	-		- - - -



Discipline	Discipline
A	Architectural
B	Geotechnical
C	Civil
CA	Washeteria
CB	Civil Board Walk / Civil Backwash
CW	Civil Water
CD	Civil Demolition
CI	Civil Impoundment
CS	Civil Sewer
CT	Civil Tank
CV	Civil Vault
CR	Civil Reservoir
CL	Civil Lagoon
CP	Civil Pump/Lift Station/Plant
D	Process
E	Electrical
F	Fire Protection
G	General
H	Hazardous Materials
I	Interiors

L	Landscape
M	Mechanical
P	Plumbing
R	Resource
S	Structural
T	Telecommunications
V	Survey
X	User Defined
Z	Contractor/Shop Drawings

Sheet Type Designator	Information
0	General Information
1	Plans and Enlarged Plans
2	Elevations
3	Sections
4	Plan and Profiles
5	Details
6	Sequence of Operations/Operational Narratives, Schedules, and Diagrams
7	User Defined
8	User Defined
9	3D Representations

Sheet Sequence Number	Information
01 - 99	Maintained under each drawing type section.

4 Units and Scale

All designs will be at a real world scale with discipline specific units

4.1 Units

- ◆ Angles will be shown in either degrees or degrees, minutes, and seconds
- ◆ Survey and Civil units will be decimal feet
- ◆ Mechanical, Architectural, and Electrical unit will be Architectural feet and inches

4.2 Approved Plotted Scales

1" = 1'	1" = 50'	1" = 3000'	3/4" = 1'-0"
1" = 2'	1" = 60'	1" = 4000'	1/2" = 1'-0"
1" = 3'	1" = 100'	1" = 5000'	3/8" = 1'-0"
1" = 4'	1" = 200'	1" = 5280'	1/4" = 1'-0"
1" = 5'	1" = 300'	1" = 6000'	1/8" = 1'-0"
1" = 6'	1" = 400'	1" = 10000'	1/16" = 1'-0"
1" = 10'	1" = 500'	1" = 1'-0"	1/32" = 1'-0"
1" = 20'	1" = 600'	6" = 1'-0"	
1" = 30'	1" = 1000'	3" = 1'-0"	
1" = 40'	1" = 2000'	1 1/2" = 1'-0"	

5 Text, Labeling, and Dimension Styles

Consistent text and dimension styles throughout the plan set will effectively communicate intent of the design for construction.

5.1 General Text, Labeling, and Dimension Style Conventions

Hardcopy:

- ◆ A sufficient margin will be left around all text, labeling, and dimensions ensure clarity and readability
- ◆ Allowable plotted text heights are 0.080", 0.125", 0.150", 0.1875", 0.200", 0.250", 0.300", and 0.350"
- ◆ All text is left or center justified
- ◆ All text is to be capitalized with exceptions taken to specific cases for clarity
- ◆ All leader heads are to be 0.1875" plotted height
- ◆ Labels shall always have a leader landing gap of 0.0625" and a landing of 0.125"
- ◆ When a leader is extending off the right side of a text object, the leader is to come from the middle of the bottom line, and when it is extending off the left side it shall come from the middle of the top line
- ◆ Changing dimension styles must not compromise appearance or effectiveness of the dimension
- ◆ Dimension text height shall be 0.125" plotted
- ◆ Dimension units must be consistent across sheets and the drawing set
- ◆ Dimensions shall be associative by default

Electronic:

- ◆ Text and dimensions may be used in model space or layout space but must be kept consistent per the drawing and drawing discipline
- ◆ Text and dimensions are not to be exploded or overridden

5.2 Text Styles

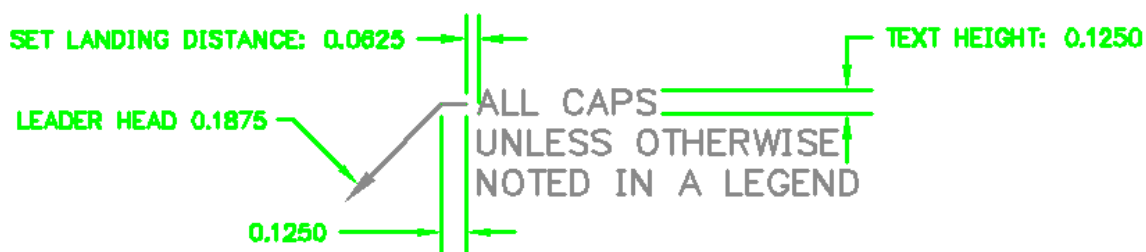
Approved text styles and standard settings are as follows:

Name	Font	Width	Oblique
LEROY	Leroy_anthc.shx	1	0°
LEROY_ISO_R	Leroy_anthc.shx	1	30°
LEROY_ISO_L	Leroy_anthc.shx	1	-30°
SANSSERIFBOLD	SanSerif.ttf	1	0°
DOTFONT	Dotfont.shx	1	0°
EXISTING	Leroy_anthc.shx	1	+14°

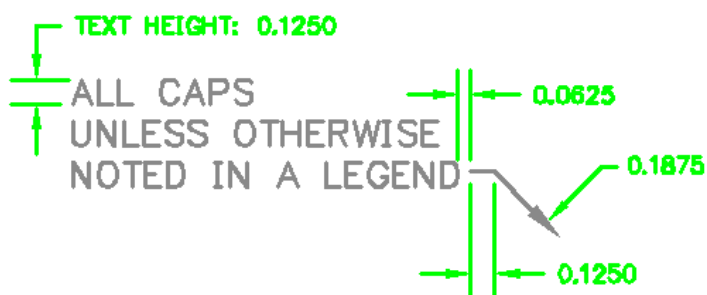
5.3 Labeling Styles

Clear and consistent labeling enables a reader to visually scan a drawing to pick out pertinent details. All label styles shall be formatted as follows:

Leader on Upper Left:



Leader on Lower Right:



5.4 Dimension Styles

The two Dimension Styles utilized are ARCHITECTURAL and ENGINEERING. The naming of these two styles can be formatted differently based on the use of the dimension style.

If the dimension style is used according to a drawing scale then the style will be named with the scale as follows:

- ◆ ARCHITECTURAL 48 for a drawing with a scale of 1/4" = 1'-0"
- ◆ ENGINEERING 50 for a drawing with a scale of 1" = 50'

If the dimension Style is Annotative then the style will be named as follows:

- ◆ ARCHITECTURAL-ANNOTATIVE
- ◆ ENGINEERING-ANNOTATIVE

Pertinent Setting for these dimensions styles are shown in the following table.

Name	Font	Leader	View Direction	Units	Precision	Text Alignment
ARCHITECTURAL	Leroy_anthc.shx	Closed Filled	Left-to-Right	Architectural	1/16"	Horizontal
ENGINEERING	Leroy_anthc.shx	Closed Filled	Left-to-Right	Decimal	1/100'	Horizontal

6 Layering

The importance of layer standards can never be overstressed. Layers help to present and emphasize important information in a paper format. Within the drawing, a well thought out and stratified layer naming format can help to control the objects of the drawing and helps to ensure the comprehensions of others who may use the drawing.

6.1 General Layer Conventions

- ◆ Plot Style shall always be STB for all new work
- ◆ All layers are to have a defined line weight, line type, and plot style
- ◆ All layer names are to be comprised of all Descriptors
- ◆ All layers are to follow the Layer Naming section

6.2 Plot Styles

Named Plot Style (STB) is to be used on all new drawings. Color Dependent Plot Style (CTB) drawings have been phased out and plotted on an as needed basis.

6.3 Line Types

For a complete list of compliant Line Types refer to the DEHE CAD Standards Check Tool.

6.4 Line Weights

Weight	Common Uses of Line Weights
0.18 mm	Hatch patterns, Hidden lines
0.35 mm	All design and survey annotations (dimensions and labeling), Survey information/Existing conditions features, Table grids
0.50 mm	Secondary design elements, Survey boundary lines
0.70 mm	Table outlines, Service lines, Design earthwork surfaces. Used on plans as focus when 1.00 mm causes distortion of engineered information (water loop that appears to be one line)
1.00 mm	All primary design elements (sewer and water mains)
1.40 mm	Diagrams
2.00 mm	Diagrams

6.5 Layer Naming

All Descriptors are to be used in the layer name. All Layers naming is to adhere to the following format.

Discipline Descriptor (1 or 2 Characters)	Dash	Major Descriptor (4 Characters)	Dash	Minor Descriptor (4 Characters)	Dash	CAD Object Descriptor (4 Characters)	Dash	Data Status or Phase Descriptor (1 Character or number)
_ (_)	-	_ _ _ _	-	_ _ _ _	-	_ _ _ _	-	_

Discipline Descriptor:

The purpose of discipline descriptor is to designate which field of work is being drawn (e.g. E is Electrical, A is Architectural, etc.).

Major and Minor Descriptor:

The purpose of the Major and Minor Descriptors is to describe the object as to what it is in the real world (e.g. TOPO is topography, GRAD is grading, STRC is structure, etc.). For a complete list of compliant File Descriptions see the Layering_Guide.xls.

CAD Object Descriptor:

The Purpose of the CAD Object Descriptor is to define the actual AutoCAD entity in the drawing file (e.g. LINE is line work, PIPE is piping, SYMB is symbols, etc.). For a complete list of compliant CAD Objects see the Layering_Guide.xls.

Data Status or Phase Descriptor:

The Purpose of the Data Status or Phase Descriptor is to describe the phase of the project and distinguish between existing, proposed, and future work (e.g. 1 is Phase one, E is existing, N is New). For a complete list of compliant Data Status or Phases see the Layering_Guide.xls.

7 Symbology

A maintained and consistent symbol library helps to ensure that all drawings are uniform and that people within the organization are able to understand each others plan set. The clarity in communication that is achieved through standard symbology helps to correlate different disciplines internally and outsourced.

7.1 General Symbology Conventions

Hardcopy:

- ◆ All symbology shall follow the latest version of the NCS. An established and regionally accepted industry standard symbol may be used with approval
- ◆ All symbology will be presented in the legend sheets for its specific discipline
- ◆ The text size within a symbol will be no less than 0.080" plotted text height

Electronic:

- ◆ Symbols will be annotative or scaled according to the scale of the plotted drawing

8 Drawing Markup (Redlines)

Drawing markups (redlines) are generally created by a project engineer, senior technician, or superintendent and is to be legible and easily understood.

8.1 General Drawing Markup (Redline) Conventions

- ◆ All notes and comments directed to the individual inputting the changes are to be circled to distinguish from other comments
- ◆ When the markup is changed electronically, the markup is to be highlighted with a yellow highlighter on the hardcopy
- ◆ After the revisions are completed, the yellow highlighted markup hardcopy shall be returned to the person who redlined the drawings for final approval

8.2 Drawing Markup Standard Color Designations

Pen color	Purpose
Green	“Go” away, permanent removal from graphics database, caution! Non-refundable, no “undo”, only “redo”
Red	“Stop” and edit, change, add
Blue	Notice to CAD technician
Yellow	CAD tech, self check off
Purple	CAD tech, self check the updated plot or notes to engineer or surveyor

9 Design Deliverables

At DEHE we service several Alaskan Villages on a regular basis. Retrieving, referencing, and reproducing historical plan sets is a large part of our business practice.

9.1 General Deliverable Conventions

- ◆ All drawings shall be purged and audited prior to creating the Design Deliverable
- ◆ The drawing directory shall be cleaned of any unnecessary files and folders
- ◆ All drawings will be checked for CAD compliance

9.2 Internal Defined Deliverable

Deliverable at project milestones:

- ◆ One archived .zip file that includes but is not limited to the sheet set manager, all drawing files, all referenced images or documents, and any external source of modeling information utilized in the set
- ◆ One 22" x 34".dwf file of the plotted set
- ◆ One 22" x 34".pdf file of the plotted set
- ◆ One .dwfx file of any 3-dimensional models created for the drawing set

Additional deliverable at Plans for Agency Review:

- ◆ One 11" x 17" drawing set plotted on Bond

Additional deliverable at 100% Mylar:

- ◆ One 22" x 36" drawing set plotted on Mylar

9.3 Outsourced Defined Deliverable

Deliverables at project milestones are defined in the ANTHC, DEHE Delivery Order or other contract form. All outsourced deliverables shall comply with electronic and/or hardcopy requirements as stated in this manual. The following sections do not apply when hardcopy only is required:

- ◆ Section 1.3 Supported Software
- ◆ Section 2 Folder Structure and File Naming
- ◆ Section 5.4 Dimension Styles
- ◆ Section 6 Layering