



Residential Well Installation

Nenana, ALASKA

PROJECT MANUAL

Project # AN-24-C70

Plan set # AKA-24-ENN

October 2026



REQUEST FOR QUOTATIONS: ANTHC 26-Q-13894

Issue Date: 10-16-2026

Issued by:

Alaska Native Tribal Health Consortium
DEHE Contracting Department
4500 Diplomacy Drive
Anchorage, AK 99508

Submit Bids to:

Alaska Native Tribal Health Consortium
Bonfire portal:
<https://anthc.bonfirehub.com/login>

Project Title: Residential Well Installation, Nenana, Alaska

QUOTE DUE DATE AND TIME: 2:00 p.m. Alaska Time, Thursday, October 29, 2026

Alaska Native Tribal Health Consortium
DEHE Contracting Department

Bonfire

1. This solicitation will be managed through Bonfire. All solicitation documents and any issued addendums are accessible at <https://anthc.bonfirehub.com/login>. This system will allow interested parties access to all relevant documents and allow them to upload questions and bids to a secure site.
2. Parties interested in responding to this solicitation will need to register with Bonfire at <https://anthc.bonfirehub.com/login>. The site offers tutorials to assist with navigating the site.
3. If you received this solicitation from a source other than Bonfire, you must register with Bonfire to receive subsequent addendums. Failure to register with Bonfire may result in the rejection of your offer.
4. If you download this document from a site other than Bonfire, please verify that all documents listed in the solicitation table of contents are included.

Submitting Bids: Bids must be uploaded to Bonfire prior to the established deadline. Bids will not be accessed by the Contracting Officer until after the bidding deadline has passed. Immediately following the deadline, the bids will be opened / reviewed. Once bids have been reviewed for compliance, bid results will be shared publicly through direct emails with bidders, and posted on the ANTHC Bonfire portal.

BID OPENING: Bids received for small procurement solicitations will not be publicly opened. A Bid abstract will be posted shortly after the Bids are reviewed.

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SPECIFICATIONS and PLANS

Nenana Residential Well Installation, Specifications and Drawings: Issued for Construction (IFC)

- Technical Specifications Divisions 01-33 IFC Technical Specifications
- Drawings: Plan Set #: AKA-24-ENN Issued for Construction (IFC)
- Submittal Register: AKA-24-ENN Nenana Well Water



ADVERTISEMENT FOR QUOTES
Alaska Native Tribal Health Consortium (ANTHC)
Division of Environmental Health & Engineering (DEHE)
Anchorage, Alaska

RFQ #ANTHC 27-Q-13872
RESIDENTIAL WELL INSTALLATION
NENANA, ALASKA

The Issuing Office for the Solicitation Documents is:

Division of Environmental Health and Engineering (DEHE)
Contracting Department
4500 Diplomacy Drive
Anchorage, Alaska 99508

General Notice

ANTHC / DEHE (Owner) is requesting Quotes for the above named Project:

Quotes for the construction of the Project are due not later than **2:00 p.m.** Alaska time, **Thursday, October 29, 2026.**

The Project includes the following Work:

Work of the Project includes installation of a residential well in Nenana, Alaska. Work shall be completed as stated in the Scope of Work. The Contractor shall furnish all labor, materials, equipment, tools, services, testing, and incidentals to complete all Work required by these Specifications and as shown on the Drawings and shall have experience with well drilling.

Anticipated Schedule:

The Project has an expected substantial completion date of **May 31, 2027** and final completion date of **June 30, 2027.**

Award Statement:

Example: Award will be based on the total of all items listed on the Bid Form.

Bonfire

1. This solicitation will be managed through Bonfire. All solicitation documents and any issued amendments can be accessed at <https://anthc.bonfirehub.com/login>. This system will allow interested parties access to all relevant documents and allow them to upload bids to a secure site.
2. Parties interested in responding to this solicitation will need to register with Bonfire at <https://anthc.bonfirehub.com/login>. The site offers tutorials to assist with navigating the site to upload questions and bids.

Obtaining the Solicitation Documents

Information and Solicitation Documents for the Project can be accessed from the Bonfire website.

Solicitation Documents may be downloaded from the Bonfire website. Prospective Bidders must register as a vendor with Bonfire to submit a bid and are urged to register as a plan holder with the Contracting Officer, even if Solicitation Documents are obtained from a plan room or source other than the Bonfire



website. The Bonfire website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Quote for the Project. All official notifications, addenda, and other Solicitation Documents will be offered only through the Bonfire website. Neither Owner nor Engineer will be responsible for Solicitation Documents, including addenda, if any, obtained from sources other than the Bonfire website.

Instructions to Bidders.

For all further requirements regarding quote submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Solicitation Documents.

This Advertisement is issued by:

Owner: **ANTHC / DEHE**

By: **Jennifer Hickman**

Title: **Contracting Officer II**

Email: jdickman@anthc.org

Date: **10/16/2026**

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Solicitation Documents are to be issued, and which registers plan holders.
 - B. *ANTHC (Owner)* – Alaska Native Tribal Health Consortium
 - C. *Amendment* – Amendment is defined as changes to solicitation and used interchangeably with Addendum.
 - D. *Bid* – *Bid* is used interchangeably with *Quote*.
 - E. *Small Procurement* - A *small procurement* is one that is between \$10,000 and \$350,000, as defined in the ANTHC Purchasing and Procurement Policy 01-2053, Article 5.1.

ARTICLE 2—SOLICITATION DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Solicitation Requirements and proposed Contract Documents (together, the Solicitation Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Quote. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Solicitation Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Solicitation Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bonfire Website (<https://anthc.bonfirehub.com/login>) as indicated in the Advertisement or Request for Quotations (RFQ). Owner recommends that Bidder register as a plan holder with the Issuing Office by contacting the Contracting Officer, and obtain a complete set of the Solicitation Documents from the Bonfire website. Bidders may rely that sets of Solicitation Documents obtained from the Bonfire Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Bonfire.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Solicitation Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Solicitation Documents from a plan room are encouraged to register as plan holders from the Bonfire Website or Issuing Office. Owner is not responsible for omissions in Solicitation Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*

- A. When the Solicitation Requirements indicate that electronic (digital) copies of the Solicitation Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 - 1. Solicitation Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Solicitation Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Solicitation Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Solicitation Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—PRE-BID CONFERENCE

- 3.01 A pre-bid conference is not planned for this project.

ARTICLE 4—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

4.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.
- C. It is the responsibility of each Bidder before submitting a Bid to become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. This section does not replace Form # 00 93 00, which is used to determine Bidder's eligibility for Alaska Native / American Indian Bidder's preference.

ARTICLE 5—INTERPRETATIONS AND ADDENDA

- 5.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Solicitation Documents.
- 5.02 Bidder shall submit all questions about the meaning or intent of the Solicitation Documents to Contracting Officer in writing through the Bonfire portal. Contact information and submittal procedures for such questions are as follows:

A. Questions must be submitted seven calendar days before the bid opening date. Inquiries received after this time frame may not receive a response.

- 5.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 5.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 6—BID SECURITY – required if bid exceeds \$350,000

- 6.01 A Bid that exceeds \$350,000 must be accompanied by Bid security made payable to Owner in an amount of **five** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Solicitation Documents.
- 6.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 10 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

ARTICLE 7—CONTRACT TIMES

- 7.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 7.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 8—SUBSTITUTE AND "OR EQUAL" ITEMS

- 8.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Solicitation Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 8.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Solicitation Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 9—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 9.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the first tier Subcontractors or Suppliers proposed for the portion of the Work they are completing within five days after notification of apparent low bidder.

ARTICLE 10—PREPARATION OF BID

- 10.01 The Bid Form is included with the Solicitation Documents.
- A. Completed and signed Bid Form shall be submitted to the Contracting Officer in PDF format.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder shall enter the words “No Bid”, “Zero Dollar”, or “Not Applicable.”
- 10.02 If Bidder has obtained the Solicitation Documents as Electronic Documents, then Bidder shall prepare its Bid on a copy of the Bid Form printed from the Electronic Documents version of the Solicitation Documents. The completed Bid Form shall be uploaded to the Bonfire portal established for this solicitation. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- A. Bidders will also be required to complete the Bonfire Bid Table with the same numbers provided on the Bid Form.
- 10.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 10.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 10.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 10.06 A Bid by an individual must show the Bidder’s name and official address.
- 10.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 10.08 Bids submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.
- 10.09 All names must be printed in ink below the signatures.
- 10.10 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

- 10.11 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 10.12 The Bid must contain evidence of Bidder's authority to do business in the state (State of Alaska Business License) where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 10.13 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 11—BASIS OF BID

11.01 *Unit Price (Lump sum and unit price line items)*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
1. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
 2. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes.
 3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
1. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Solicitation Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
 2. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

11.02 Base Bid with Alternates

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Solicitation Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

ARTICLE 12—SUBMITTAL OF BID

- 12.01 The Solicitation Documents include one electronic PDF Bid Form, and the electronic PDF Bid Bond Form, if bid exceeds \$350,000. The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 12.02 A Bid must be received no later than the date and time prescribed and uploaded to the Bonfire website indicated in the Advertisement or Request for Quotation and must be accompanied by any other required documents.
- 12.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted.

ARTICLE 13—MODIFICATION AND WITHDRAWAL OF BID

- 13.01 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must remove their bid from the Bonfire portal and upload a new version prior to the bid opening. The Bid Form must indicate that it is a modification.
- 13.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner (through the Bonfire portal) and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 14—OPENING OF BIDS

- 14.01 Bids received for small procurement solicitations will not be publicly opened. A Bid abstract will be posted shortly after the Bids are reviewed.

ARTICLE 15—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 15.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form.

ARTICLE 16—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 16.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 16.02 Bids expiring less than forty-five (45) calendar days after the date bids are due may not be considered and may be rejected.
 - A. Bids exceeding the cost range stated in the Advertisement to Bidder may require additional time to acquire necessary funding needed for award, if it is available.

- 16.03 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 16.04 **If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Solicitation Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.**
- 16.05 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 16.06 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates, if any, will be applied in the same order of priority as listed in the Bid Form. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
 - C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 16.07 In evaluating whether a Bidder is responsible, Owner may consider the qualifications of the Bidder.
- 16.08 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders.
- 16.09 In order to verify that the Bidder has adequately incorporated all elements of the Work and the requirements of the Contract Documents in its bid prices, the Bidder shall, upon request of the Owner, promptly make available for the Owner's review a complete itemization and breakdown of its total bid amount (Schedule of Values), a description of the Bidder's understanding of the Work, and a proposed construction schedule. In the event the Bidder refuses to provide the requested information or attend the pre-award meeting (if scheduled), the Owner may reject the bid as non-responsive.

ARTICLE 17—BONDS AND INSURANCE

- 17.01 Article 6, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.
- 17.02 Article 6 of the Contract for Construction of a Small Construction Project (Form 00 52 2) (Agreement), sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

ARTICLE 18—SIGNING OF AGREEMENT

- 18.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 10 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with electronic copies of the Contract Documents.

ARTICLE 19—SALES AND USE TAXES

- 19.01 Owner is exempt from **Alaska** state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid.

ARTICLE 20—ALASKA NATIVE/AMERICAN INDIAN PREFERENCE

- 20.01 In accordance with Section 7(b) of the Indian Self Determination and Education Assistance Act (ISDA), 25 U.S.C., 450e(b), an Alaska Native/American Indian bidder's preference will be applied in the amount of:

- A. 10% if the anticipated aggregate amount is less than \$500,000.00, including all option years.

For preference to be applied, Bidder must complete form 00 93 00 Representations and Certifications of Bidder/Offeror (Reps & Certs) and return with bid. Preference will not be applied if this form is missing. Neglecting to submit the Reps and Certs will not be considered a minor informality and bidder will not be allowed to submit the form after the deadline for submitting bids has passed.

This is different from the Bidder's Representations and Certification on Bid Form 00 41 00, Article 6.

Proof of preference eligibility may be required prior to award of any contract.

ARTICLE 21—SERVICE OF PROTEST

- 21.01 Protests, as defined in ANTHC's Procurement Policy, shall be served on the Procurement Director and may be served by electronic means.
- 21.02 A bid protestor must file a written statement, describing the protest, with the Procurement Director. The Procurement Director will consider all protests whether submitted before or after award. Protests based on alleged improprieties in any type of solicitation which are apparent before bid opening or the closing date for receipt of proposals must be filed before bid opening or before the closing date for receipt of proposals. In all other cases, protests must be filed no later than ten (10) calendar days after the basis of the protest is known or should have been known, whichever is earlier.

ARTICLE 22—BACKGROUND CHECKS OF CONTRACTOR'S WORKFORCE AND INDIAN CHILD PROTECTION AND FAMILY VIOLENCE PREVENTION ACT (P.L. 101-630)

- 22.01 (a) 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 no contest or guilty to, any felony offenses of murder, manslaughter, or sex crimes or two or more misdemeanors under Federal, State, or tribal law involving crimes of violence, sexual assault, molestation, exploitation, contact or prostitution; or crimes against persons.

(b) Where Contractor employees are to perform services at ANTHC facilities, Contractor shall comply with, and shall cause its personnel to comply with all applicable ANTHC on-site policies and procedures and all reasonable instructions or directions issued by ANTHC. Contractor, in compliance with applicable law, shall conduct background investigations of all employees performing services under this contract prior to entering ANTHC premises or receiving access to any ANTHC Confidential Information. Such checks shall include, without limitation, employment history, education history, governmental agencies, consumer reporting agencies, and other companies, agencies, and organizations and other information in conformance with Contractor's standard policy. In addition, Contractor will ensure that its background investigation of all Personnel providing Services on site at ANTHC premises complies with the Indian Child Protection and Family Violence Prevention Act, 25 USC §3201 et. seq. The contractor will make representation to ANTHC that its employees and agents that are providing services at ANTHC's medical facilities are not individuals with criminal felony convictions for murder, manslaughter, or sex crimes or crimes against children or vulnerable adults in accordance with the Indian Child Protection and Family Violence Prevention Act (Public Law 101-630). Upon request by ANTHC, Contractor will provide copies of Contractor's policy for background checks/screening of its workforce.

(c) While Contractor alone shall determine who of its personnel will be assigned to perform Services, Contractor shall promptly remove any individual whom ANTHC, in its sole opinion and in accordance with applicable law, considers to be: unqualified to perform services as required, disruptive to the progress of work being performed, detrimental to ANTHC's operations, in violation of ANTHC policies or failing to meet ANTHC's standards for physical or other access to ANTHC property, ANTHC premises or any ANTHC computers, computer systems or networks. In any such case, Contractor shall promptly replace such personnel with a person who meets the requirements of this Agreement.

ARTICLE 23—LOCAL HIRE

23.01 ANTHC strongly encourages the use of local hire for construction awarded under the contract established by this solicitation. At a minimum, the contractor shall advertise or post notices in the community with the intent to hire qualified individuals when available and provide evidence of notice posting prior to mobilizing into the community.

ARTICLE 24—MORAL CLAUSE

24.01 Compliance with Laws and Regulations

The Contractor shall comply with all applicable laws, regulations, and standards governing their services, supplies, or construction activities. This includes but is not limited to laws related to labor, health and safety, environmental protection, and anti-corruption.

- A. All parties shall comply with applicable laws, regulations, and industry standards related to construction activities, safety, environmental protection, and labor practices.
- B. Engaging in any illegal activities, including fraud, bribery, corruption, or other criminal acts, is strictly prohibited.

24.02 Conflict of Interest

The Parties involved in the construction project shall avoid conflicts of interest that could compromise fair competition, impartial decision-making, or the best interests of the project. Disclosing any actual or potential conflicts of interest promptly and taking appropriate steps to mitigate such conflicts is required.

24.03 Ethical Conduct

The Contractor shall conduct its business in an ethical manner, demonstrating integrity, honesty, and transparency throughout the duration of this contract. The Contractor shall not engage in any practices that are illegal, unethical, or harmful to society.

- A. All parties shall engage in fair and ethical business practices, including transparent financial transactions, accurate representation of capabilities and qualifications, and fair treatment of subcontractors, suppliers, and workers.
- B. Engaging in unethical practices, such as bid rigging, price fixing, collusion, or unfair labor practices, is strictly prohibited.

24.04 Social and Environmental Responsibility

The Contractor shall demonstrate a commitment to social and environmental responsibility. This includes promoting fair labor practices, respecting human rights, supporting diversity and inclusion, and minimizing the negative impact on the environment. The Contractor shall strive to engage in sustainable practices, waste reduction, and energy conservation whenever feasible.

- A. Parties shall prioritize environmental sustainability, responsible resource management, and social welfare considerations during construction activities.
- B. Taking appropriate measures to minimize environmental impacts, protect natural resources, and respect the rights and well-being of local communities is required.

24.05 Supplier Compliance

In the case of supply contracts, the Contractor shall ensure that their suppliers and sub-Contractors adhere to the same moral standards set forth in this clause. The Contractor shall exercise due diligence in selecting suppliers who share similar ethical values and practices.

24.06 Reporting Ethical Concerns

Both Parties encourage the reporting of any ethical concerns or violations related to this contract. The Contractor shall establish appropriate channels for reporting such concerns and provide protection to individuals who report in good faith.

24.07 Termination for Ethical Violations

In the event of a substantial violation of this moral clause, the non-breaching party reserves the right to terminate this contract with immediate effect. The non-breaching party may also pursue legal remedies and seek damages as permitted by applicable law.

24.08 Dispute Resolution

In case of disputes arising from alleged violations of the moral clause, the parties shall engage in good faith negotiations and, if necessary, utilize appropriate dispute resolution mechanisms specified in the contract.

24.09 Continual Improvement

Both parties shall actively work towards continual improvement in their ethical practices. They shall collaborate in identifying opportunities for enhancement and implementing measures to ensure ongoing compliance with moral principles.

- 24.10** This moral clause shall be binding upon the Contractor, its employees, agents, and sub-Contractors throughout the duration of this contract.

ARTICLE 25—FEDERAL REQUIREMENTS

- 25.01 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.
- 25.02 Federal requirements stated in modified EJCDC Form C-800 Supplementary Conditions of the Construction Contract apply to this Contract. (1.11 does not apply to residential projects)

RFQ #ANTHC 27-Q-13872
SCOPE OF WORK
Residential Well Installation
Nenana, Alaska

Purpose

The purpose of this project is to provide well system installation services to a select residence in Nenana, Alaska.

Tasks and Payment Description

1. All work for the following tasks shall be performed in accordance with the attached plan sets and specifications.
2. Price shall include all costs associated with the project-based installation requirements.
3. Plan Set /site plans may not reflect the actual quantities (depths/lengths, etc.) that will be needed to complete the project. Quantities referenced are estimates only.
4. ANTHC does not guarantee a minimum or maximum quantity for any of these items. If the actual quantities (depth or length, etc.) do not meet or exceed the contract amount, the contract will be modified to the actual amount.

Water System Installation Services

W1. Well Drilling

- a. Contractor is to drill and develop an insulated residential Arctic Water Well.

Should well depth exceed depth indicated on the Bid Form, the Contractor must contact the Project Officer/Project Manager in writing (via email) to obtain written approval prior to any additional drilling.

- b. Compensation may include payment for labor, drilling, steel casing, PVC liners, well logging, alignment test, drive shoes, sanitary well cap and marking, well development (items not included under test pumping) and other necessary items required for well drilling.
- c. Payment for well drilling as specified shall be made at the unit price bid based on the actual number of linear feet drilled.
- d. No payment shall be made for well drilling not authorized by the Project Officer/Project Manager. No payment made for well(s) that need to be abandoned due to Contractor errors.

W2. Well Screen

- a. Contractor is to provide well screen sizing, sizing methodology and install well screen on developed well.
 1. The size of the slot shall be based on the sieve analysis of the water bearing formation.
 2. Well screens shall not be installed without proper sizing.
 3. Sized to yield suspended solids concentrations less than 5ppm after development.
 4. Minimum specified screen length is 5 feet. The length of the screen shall be dependent upon the length and type of aquifer encountered and minimum specified production rate.
- b. Compensation may include payment for labor, packers, seals, couplings, blank risers as bottom and top sections, fittings, and all other necessary items required for complete and operational installation.
- c. Payment for well screen as specified shall be made at the unit price bid based on the

number of linear feet of open slot screen installed.

W3. Test Pumping

- a. Contractor is to perform well test pumping on well. Well test pumping will be a minimum of 4 hours per well and shall be recorded on the well test pump form. (Three hours of drawdown testing and one-hour recovery.)
- b. Compensation may include payment for temporary power, if required, labor, pump, piping, water level and flow measuring equipment, and all other necessary items required for complete test pumping of a well. Well test pumping will be as specified in the plan set and standard details and shall be recorded on the well test pump form.
- c. Payment for test pumping as specified shall be made at the unit price bid based on the number of hours that the test pump is operated and the number of hours that recovery measurements are being taken per well. No payment shall be made for time spent setting and removing the test pump, or for an incomplete pump test because of equipment failure.

W4. Sanitary Grout

- a. Contractor is to provide and install sanitary grout on well.
- b. Compensation may include payment for labor, temporary casing, placement of grout, and all other necessary items required to install a sanitary grout envelope in a well.
- c. Payment for sanitary grout as specified shall be made at the unit price bid based on the number of linear feet of grout envelope installed per well.

W5. Disinfection and Chemical and Bacteriological Analysis (Water Analysis)

- a. Contractor is to perform disinfection and chemical and bacterial analysis of well water on the well.
- b. Only one disinfection and chemical and bacterial analysis will be paid, unless a retest is requested by ANTHC.
- c. Subsequent testing will be at the Contractor's expense. Analysis report is to be provided to ANTHC within 30 days of final drilling of the well.
- d. Sample shall be tested at a State of Alaska certified laboratory for public water systems.
- e. Compensation may include payment for labor, freight, analysis and other necessary items required to complete disinfect and chemical and bacteriological analysis.
- f. Payment for disinfecting and water analysis as specified shall be paid for at the lump sum price.

W6. Well and Pressure System Appurtenances

- a. Contractor is to provide and install well appurtenances as stated in the specifications and as shown in the plan set, to include a minimum water well yield of 10 gallons per minute is being sought.
- b. Controls shall include well control box, (located in the house), inclusive of all electrical wiring, additional breakers, disconnects (if required), including conduit and the main breaker box.
- c. Appurtenances include drop pipe, safety cable, check valve, torque arrestor, and pit-less adapter.

- d. Pressure tank system to include pressure tank in accordance with the technical specifications and all other associated appurtenances necessary for a complete system connected to the interior house plumbing. The installation of the pressure tank shall include plumbing connection to the water service line in accordance with the specifications.
- e. All piping and appurtenances will be installed to meet current plumbing code; required clearances with the electrical components will be maintained.

Note: The Contractor shall provide documentation, prior to commencement of work, that all electrical work will be completed by a licensed residential electrician.

- f. Compensation may include payment for labor, submersible pump, well controls including all electrical components, drop pipe, safety cable, check valve, torque arrestor, pitless adapter, pressure tank and, all materials necessary to wholly complete appurtenances.
- g. Payment for well appurtenances as specified shall be paid for at the lump sum price.

W7. Water Service Line (WSL)

- a. Contractor is to trench and install water service line (WSL) between the developed well and property residence. The water service line must be connected to the pitless adapter and tied into the interior plumbing stub-out, after receipt of water quality testing and the determination of filtration system requirements.

Note: The Project Officer/Manager will authorize the connection upon receipt of the water quality analysis.

- b. Compensation may include payment for labor, pipe, arctic carrier, connection to pit-less adapter, connection of service line to existing house plumbing or stubbed out for pressure tank, fittings, rigid board insulation, excavation, backfill and other necessary items required for the installation of the water service line.
- c. Payment for water service line as specified shall be made at the unit price bid for the length and type of water service line installed.

W8. Heat Trace

Contractor shall install heat trace between the individual well and property residences. The heat trace shall be installed as specified in the plans. Heat trace controller shall be plug-in style with timers.

- a. Compensation shall include payment for labor and other necessary items required for the installation of the heat trace.
- b. Payment for heat trace as specified shall be made at the unit price bid for the length of heat trace installed.

W9. Arctic Box

- a. Contractor is to provide and install arctic box at the location specified in the plan set.
- b. Compensation shall include labor, materials, and other necessary items required for the provision and installation of the arctic box.
- c. Payment for arctic box provided and installed as specified shall be made at the unit

price.

Miscellaneous Services

M1. Mobilization

- a. Contractor to mobilize equipment and materials to Nenana, Alaska.
- b. Compensation for mobilization may include payment for all labor, equipment, and freight necessary to mobilize and demobilize all equipment, materials, and miscellaneous support items.
- c. Payment for mobilization shall be made at the lump sum price.

M2. Demobilization

- a. Contractor to demobilize equipment and materials from the site in Nenana, Alaska on/before **May 31, 2027**.
- b. Compensation for demobilization may include payment for all labor, equipment, and freight necessary to mobilize and demobilize all equipment, materials, and miscellaneous support items.
- c. Payment for demobilization shall be made at the lump sum price.

M3. Site Clearing and Grubbing

- a. Contractor shall perform all clearing and grubbing operations at all sites, in accordance with the Technical Specifications, where designated on the plans, and as directed by ANTHC.
 - **Clearing:** shall consist of cutting brush and stumps to within six inches of natural ground.
 - **Grubbing:** shall include removal and disposal of all stumps, roots, organics, buried logs, brush and other objectionable material or debris.
- b. It will be the Contractor's responsibility to verify site conditions. No change orders will be issued for differing site conditions or additional time needed for site clearing and grubbing.
- c. Compensation for clearing and grubbing shall include all labor, materials, and equipment necessary to complete the job.

Note: Homeowner is responsible for clearing the site of any personal belongings.

- d. Payment for clearing and grubbing shall be made at a lump sum price.

M4. Grading and Site Clean-up

- a. The Contractor shall perform all grading and site clean-up operations at proposed site. In accordance with the technical specifications, where designated on the plans, and as directed by ANTHC.
 - **Grading:** The Contractor shall perform grading operations according to the technical specifications.
 - **Site Clean-up:** When the project is complete, the Contractor shall restore the driving and parking areas disturbed during the installation to original condition, including compacting disturbed areas. Areas of native soil disturbed during construction shall be filled and graded, with adequate site preparation to prevent settlement and promote plant growth.

- b. It will be the Contractor's responsibility to verify site conditions. No change orders will be issued for differing site conditions or additional time needed for grading and site clean-up.
- c. Compensation for grading and cleanup shall include all labor, materials, and equipment necessary to complete the job.
- d. Payment for grading and cleanup shall be made at a lump sum price.

Alternate Additive:

W1a: Circulating Water System

- a. Contractor shall provide and install a circulating water system as specified in the plan set. Contractor shall install a supply and return water service line inside the arctic carrier pipe with heat trace, that runs between the developed well and the residence. There is a double pitless adapter at the well casing, and a looped supply and return drop pipe inside the casing. The heat trace also goes down the well to terminate below the well pump.
- b. Contractor is to provide and install a circulation pump with associated plumbing on the bathroom wall inside the house.
- c. Compensation shall include payment for labor, materials, and other necessary items required for the installation of the circulating water system.
- d. Payment for the circulating water system as specified shall be paid for at the lump sum price.

Deliverables

Contractor shall provide the Project Manager with the following deliverables:

Water System Installation Deliverables:

- 1. Daily logs, due at the end of each work day.
- 2. Project Photo documentation of the following:
 - a. Construction site condition prior to mobilization
 - b. Well drilling operation
 - i. screen installation
 - ii. pump installation
 - iii. water service installation
 - iv. well development
 - v. well cap
 - vi. well name plate
 - c. Construction site after final grading/cleanup and after demobilization
- 3. Copy of:
 - a. Well log
 - b. Well test pump results
 - c. Analytical water test results
- 4. As-built drawings; including swing-ties of the well to two permanent above ground structures.

Note: All information, especially photos of construction activities, will be provided daily as the work occurs. Gaps in the schedule shall be noted in the daily reports. ANTHC's presence on site does not relieve Contractor of the photo documentation requirement.

Submittals

Submittal requirements are detailed in the attached specifications, listed under attachments and within the plan set. All pertinent submittals must be approved by the design engineers prior to the issuance of Notice to Proceed and commencement of any construction activities.

Meetings

1. Successful Contractor shall be expected to attend a pre-construction meeting prior to the start of any work (may be telephonically).
2. Progress meetings may be required depending on project duration.

Inspections

ANTHC will perform periodic site inspections. A schedule of inspections will be established during the pre-construction conference; however, ANTHC reserves the right to add inspections as deemed necessary.

Additionally, personnel allowed on site during the performance period will be approved prior to issuance of the Notice to Proceed. A list of personnel anticipated to work on this project is to be included with other submittals sent in for review/approval. Any changes to Contractor personnel must be approved in writing by ANTHC prior to or within one day of the change. At no time will Contractor personnel not listed in connection with the work be allowed on the project site during the performance period.

Schedule

Contractor will be substantially complete on or before **May 31, 2027** and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **June 30, 2027**

Payment Process

ANTHC shall pay the amount to the Contractor under this contract after:

1. Completion and acceptance of required installation and receipt of all required deliverables.
2. Completion of any punch list items.

General Notes

1. Contractor shall notify the ANTHC and homeowner 24-48 hours before any construction begins during normal business hours: Monday through Friday between the hours of 8AM to 5PM. ANTHC will notify the homeowners of the schedule; however, it will be the responsibility of the Contractor to notify the homeowner within at least 24 hours of their presence on site.
2. A State of Alaska licensed residential electrician is required to complete the installation of any electrical components, including upgrading electrical panels, adding outlet, etc. as necessary, to provide operational water and sewer services to residences. Contractor may subcontract the water service line installation but is responsible for all required connections.

Miscellaneous

1. Contractor is responsible for housing, transportation, fuel, and food while on site.
2. Davis Bacon General Wage Decision does not apply.
3. Due to property lines close to the mound drainfield, Construction staking will be provided by ANTHC Survey Team.

BID FORM FOR CONSTRUCTION CONTRACT

ARTICLE 1—OWNER AND BIDDER

- 1.01 This solicitation is issued by: Jennifer Hickman: jdickman@anthc.org
Division of Environmental Health and Engineering (DEHE)
Contracting Department
- 1.02 Bids are to be submitted through the ANTHC Bonfire portal for this project.
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required bid security, as defined in the Instructions to Bidders, Article 6 Bid Security;
 - B. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - C. ANTHC Representations and Certification

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES AND ADDITIVE ALTERNATE PRICES

- 3.01 *Lump Sum with Unit Price Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in each Table.
 - 1. Indicated unit prices will be used for any work that exceeds the quantities below, or for issuing credits of the quantities used are less than anticipated.
 - B. Bidder acknowledges that:
 - 1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 - 2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
 - 3. Bidder must include a price for all items even if the price is \$0.00. Failure to include a price for each item will result in the bid being considered non-responsive, and rejected.
 - 4. All General Conditions/General Requirements costs shall be represented in the bid under the Lump Sum total for Mobilization.

Nenana - Well System Installation Services						
Line#	Task	Description	Qty.	Unit	Unit Cost	Total Cost
1	W1	Well Drilling	150	LF	\$	\$
2	W2	Well Screen	5	LF	\$	\$
3	W3	Test Pumping	4	HR	\$	\$
4	W4	Sanitary Grout	10	LF	\$	\$
5	W5	Disinfection & Water Analysis	1	LS	\$	\$
6	W6	Well Appurtenances	1	LS	\$	\$
7	W7	Water Service Line	35	LF	\$	\$
8	W8	Heat Trace	45	LF	\$	\$
9	W9	Arctic Box	1	EA	\$	\$
Total Site 1 Well System:						\$

Miscellaneous Service						
Line#	Task	Description	Qty.	Unit	Total Cost	
10	M1	Mobilization	1	LS	\$	
11	M2	Demobilization	1	LS	\$	
12	M3	Site Clearing and Grubbing	1	LS	\$	
13	M4	Grading and Site Clean-up	1	LS	\$	
TOTAL MISCELLANEOUS:						\$

3.02 Additive Alternate

A. Bidder will perform the Additive Alternate Work, if awarded, at the indicated unit price:

Additive Alternates						
Line#	Task	Description	Qty.	Unit	Total Cost	
14	W1a	Circulating Water System	1	LS	\$	

3.03 Total Bid Price (Lump Sum and Unit Price totals from tables in 3.01 and 3.02)

Total Bid Price (Base Bid and Additive Alternates)	\$ _____
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ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.08 of the Contract for Construction of a Small Project on or before the dates or within the number of calendar days indicated in the Agreement.



4.02 Bidder agrees that the Work will be substantially complete on or before **May 31, 2027**, and will be completed and ready for final payment in accordance with Paragraph 14.06 of the Contract for Construction of a Small Project on or before **June 30, 2027**.

4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS (DIFFERENT FROM 00 93 00 ANTHC REPRESENTATION & CERTIFICATIONS, WHICH MUST BE COMPLETED AS WELL, TO QUALIFY FOR THE AN/AI PREFERENCE.)

6.01 Bidder's Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work and including all American Iron and Steel requirements.
3. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
4. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.



5. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
6. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
7. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
8. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications (Different from 00 93 00 ANTHC Representation & Certifications, which must be completed as well to qualify for the AN/AI preference.)

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.



Bidder/Offendor Certification and Representation Signature (Different from 00 93 00 ANTHC Representation & Certifications, which must be completed as well to qualify for the AN/AI preference.)

DO NOT SEPARATE THIS PAGE FROM THE BID FORM – IT MUST BE SUBMITTED WITH SEALED BID OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.

By signing below, the Bidder/Offendor 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 hereby submits this Bid as set forth above:

Bidder (Company Name): _____
(typed or printed name of organization)

By: _____ Date: _____
(individual's signature) (typed or printed)

Name of Authorized Signer: _____ Title: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____ Date _____
(individual's signature) (typed or printed)

Name of Authorized Signer: _____ Title: _____
(typed or printed)

Address for giving notices: _____

Bidder's Contact (Type or print all information legibly)

Name: _____

Title: _____

Phone: _____

Email: _____

Address: _____

Remittance Address (if different): _____

Bidder's AK Contractor License No.: _____

State of AK Business License #: _____

System for Award Management (SAM) Unique Entity ID: _____

Bidder further represents that: (1) this proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity; (2) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham proposal; (3) Bidder has not solicited or induced any individual, firm, or entity to refrain from proposing; and (4) Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over ANTHC.



SUBCONTRACTOR LIST

RFQ ANTHC 27-Q-13872

Residential Well Installation, Nenana, Alaska

The apparent low bidder shall complete this form and submit it to the Contracting Officer prior to the close of business five (5) days after receipt of written notice of award.

An apparent low bidder who fails to submit a completed Subcontractor List form within the time allowed may be declared non-responsible and may be required to forfeit the bid security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one firm, indicate the portion or percent of work to be done by each.

Check as applicable: ☐ All Work on the above-referenced project will be accomplished without subcontracts

Or

☐ List all first tier Subcontractors as follows:

FIRM NAME, ADDRESS, PHONE NO.	AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.	SCOPE OF WORK TO BE PERFORMED

I hereby certify the listed Alaska Business Licenses and Contractor Registrations were valid at the time bids were opened for this project.

Signature	Name & Title	Date
Company Name		Company Address



RFQ #ANTHC 27-Q-13872
Residential Well Installation, Nenana, Alaska
REQUIRED DOCUMENTS

REQUIRED FOR BID. Bids will not be considered if the following documents are not completely filled out, including signature, and submitted at the time of bidding:

1. Bid Form for Construction Contract with amendments acknowledged (00 41 00)
2. ANTHC Representations and Certifications of Bidder/Offeror (separate from the bid form) (00 93 00)

If a Bidder wishes to modify their Bid prior to Bid opening, they must submit a new completed Bid Form through the Bonfire portal prior to the deadline for submitting a Bid.

REQUIRED AFTER NOTICE OF APPARENT LOW BIDDER. The apparent low bidder is required to complete and submit the following document within 5 working days after receipt of written notification of award:

1. Subcontractor Form (00 43 36)

REQUIRED FOR AWARD. In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

1. Construction Contract (Contracting Officer will direct for signature)
2. Certificate of Insurance
3. State of Alaska Business License
4. State of Alaska Contractor's License
5. Form A: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction
6. Form B: Certification Regarding Lobbying

Required after Award / During Project

1. Submittals (required for approval within 10 business days for Notice to Proceed)
2. Well Logs
3. Daily Logs as Work Occurs
4. Project Photo Documentation
5. As-Built Drawings



NOTICE OF AWARD

Date Issued: _____ Project Name: _____
Owner: Alaska Native Tribal Health Consortium Contract Name / #: _____
Bidder/Contractor: _____ Contractor's Address: _____

Mr./Ms. (name),

You are notified that, as the Successful Bidder, the Owner has accepted your Quote of \$xxx,xxx, dated (date), submitted in response to RFQ #ANTHC XX-Q-XXXXX. Your company will be awarded the Contract pending receipt of required documents listed below.

The Contract Price of the awarded Contract is **\$(Contract Price)**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes and Unit Price Work.

Enclosed is a copy of contract award number ANTHC XX-C-XXXXX, for (Project Name), AK for your review and signature. Award of the contract should not be construed as Notice to Proceed (NTP). Prior to issuance of the NTP, the following documents are required and should be provided within 10 business days of receipt of this letter, unless otherwise noted elsewhere.

Contractor shall provide the following to the Contract Officer within **10 business days**:

1. Deliver to Owner the Contract, signed by Bidder (as Contractor).
2. Deliver to Owner the insurance documentation as specified in the Instructions to Bidders and in C-522, Contract for Construction of a Small Project, Article 6:
3. Deliver to Owner a current W-9, completed and signed, if not already in the ANTHC finance system.
4. Deliver to Owner a completed ACH form if electronic payment is desired.
5. Deliver to Owner signed copies of Form A and Form B.
6. Deliver to Owner all required submittals for Engineer approval.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **ALASKA NATIVE TRIBAL HEALTH CONSORTIUM**

By (signature): _____

Name (printed): _____

Title: _____

**CONTRACT #ANTHC XX-C-XXXXX
RESIDENTIAL SEPTIC SYSTEM INSTALLATION
(COMMUNITY), AK**

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Agreement is by and between **Alaska Native Tribal Health Consortium** (“Owner”) and **[name of contracting entity]** (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1—THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. Residential Septic System Installations – (Community), AK, which includes, but not limited to, providing and installing septic systems in select residences per ADEC regulations.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located in the (Community), Alaska.

ARTICLE 2—CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.



- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Define

- A. The Contract Documents consist of the following documents:

1. This Contract.
2. Federal Requirements.
3. Drawings (not attached but incorporated by reference).
4. Specifications (not attached but incorporated by reference).
5. Addenda (numbers 1-2, inclusive).
6. Exhibits to this Contract (enumerated as follows):
 - a. **(bidder name) bid submitted in response to RFQ #ANTHC XX-Q-XXXX.**
 - b. ANTHC Policies Related to Contracts & Contractor Personnel
 - c. Forms A and B as described in 00 80 00 Federal Requirements.
7. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
 - d. Field Orders.

ARTICLE 3—ENGINEER

3.01 Engineer

- A. The part of the Project that pertains to the Work has been designed by ANTHC.

ARTICLE 4—CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed on or before **Month/Day/Year** and will be completed and ready for final payment on or before **Month/Day/Year**.
- B. COVID-19. As of the execution of this Contract, Covid-19 is a global pandemic for which the U.S. President has issued a National Emergency Determination and the Alaska Governor issued various orders limiting mobility. The parties anticipate Covid-19 may cause disruptions to supply chains and labor pools, may necessitate governmental public health orders, and may cause Owner to issue or amend policies, practices, or procedures affecting the community in which the work will commence, which encompasses the Site, in the interest of public health and safety ("Covid-19 Changes"). Contractor shall take all necessary and reasonable steps to prevent Covid-19 Changes from delaying work on the Project or affecting the Contract Times. Notwithstanding Paragraph 4.05.C of the General Conditions, and in light of the importance of



timely completion of the Project, Contractor shall not be entitled to an adjustment in Contract Times where delay, disruption, or interference caused by Covid-19 changes can be effectively mitigated by additional measures in a Change Order or Work Change Directive.

4.02 Liquidated Damages N/A

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor in whole or in part. Contractor must provide written notice to the Owner and Engineer within three (3) days of the beginning of any delay, disruption or interference the Contractor alleges is in the control of the Owner. In the event of a continuing delay, disruption, or interference, the Contractor need only provide one notification of the delay. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference for which Contractor has not provided the notice required in this Paragraph.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).



Septic System Installation –						
Line#	No.	Description	Qty.	Unit	Unit Cost	Total Cost
1	S1	REPS Septic System w/ Mound Drainfield	1	LS	-	\$
2	S2a	Sewer Service Line - ABS	16	LF	\$	\$
3	S2b	Sewer Service Line (Pressure Force Main)	18	LF	\$	\$
4	S3	Septic System Abandonment	1	LS	-	\$
Total Septic Tasks=						\$

Miscellaneous			
Line#	No.	Description	Total Cost
5	M1	Mobilization	\$
6	M2	Demobilization	\$
7	M3	Site Clearing and Grubbing	\$
8	M4	Grading and Site Clean-up	\$
Total Miscellaneous =			\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6: INSURANCE

6.01 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State: Statutory

Employer's Liability:

Bodily Injury, each Accident \$ 500,000

Bodily Injury By Disease, each Employee \$ 500,000

Bodily Injury/Disease Aggregate \$ 500,000



b. Commercial General Liability:

General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
	\$ 1,000,000

c. Automobile Liability herein:

Bodily Injury:

Each Person	\$ N/A
Each Accident	\$ N/A

Property Damage:

Each Accident	\$ N/A
Combined Single Limit of:	\$ \$1,000,000

d. Excess or Umbrella Liability:

Per Occurrence	\$ 0
General Aggregate	\$ 0

e. Contractor's Pollution Liability:

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. **Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement. Contractor, pursuant to this agreement, shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.**
- D. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;



2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- F. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.
- Article VII: Contractor's Responsibilities

ARTICLE 7: CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
1. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
 2. Contractor shall at all times maintain good discipline and order at the Site.
 3. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.



7.02 Other Work at The Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.**

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.



7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.



- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12. Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8: OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.



1. Owner shall make payments to Contractor as provided in this Contract.
2. Owner shall provide Site and easements required to construct the Project.
3. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
4. The Owner shall be responsible for performing inspections and tests required by applicable codes.
5. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
6. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
7. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9: ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer may be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
 1. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
 2. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
 3. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
 4. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
 5. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.



ARTICLE 10: CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11: DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;



5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12: CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13: TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.



- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14: PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- B. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain **10%** of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of



the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.



- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15: SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.



15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16: CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and



- c. Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17: MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.



17.06 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

CONTRACT AGREEMENT #ANTHC XX-C-XXXXX
Residential Septic System Installations
(Community), AK

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

Alaska Native Tribal Health Consortium

(typed or printed name of organization)

CONTRACTOR:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Kristina Vnuk
(typed or printed)

Title: Contract Officer II
(typed or printed)

Phone: 907.729.3527

Email: kavnuk@anthc.org

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Phone: _____

Email: _____

AK Contractor's License No.: _____
(where applicable)

State Business License: _____

Address: _____

Contractor's Project No: _____



NOTICE TO PROCEED

Owner: Alaska Native Tribal Health Consortium Owner's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

[or]

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: Alaska Native Tribal Health Consortium

By (signature): _____

Name (printed): Jennifer Hickman

Title: Contracts Officer II

Date Issued: _____

Copy: Engineer

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

APPLICATION FOR PAYMENT

Prepared By



Endorsed By



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GUIDELINES FOR THE INTENDED USE OF EJCDC C-620, APPLICATION FOR PAYMENT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

The Application for Payment is used to facilitate periodic progress payments to the Contractor for Work completed and for stored materials and equipment (referred to in this document as "Stored Materials").

For additional information regarding the Application for Payment, see EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.01, and EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

2.0 APPLICATION FOR PAYMENT OVERVIEW

This document was prepared in Microsoft Excel due to the number of calculations involved in the preparation of the Application for Payment. The application consists of a Summary worksheet, and 3 supporting worksheets: Lump Sum worksheet, Unit Price worksheet, and Stored Materials worksheet.

- 2.1 *Summary Worksheet* — calculates the amount to be paid to the Contractor at the end of each Application for Payment period. This calculation imports numbers from the supporting worksheets to determine the value of the Work completed and Stored Materials, calculate retainage, and deduct amounts previously paid to determine the amount the Contractor should be paid for the current application period. Application periods are typically one month; however these periods may be extended when Contractor's efforts do not result in the billable completion of Work or storage of materials and equipment during the payment period.
- 2.2 *Lump Sum Worksheet* — calculates the total value for completed Work for which compensation is paid on a Lump Sum basis. The schedule of values included in this worksheet reflects a breakdown of lump sum Work items to which Contractor and Engineer have agreed, pursuant to Article 2 of the General Conditions. Costs for Stored Materials associated with lump sum items are included on this worksheet to calculate the total value for completed lump sum Work and associated Stored Materials. This total is exported to the Summary worksheet. Separate totals for Work Completed and for materials currently stored are also exported to the Summary worksheet for use in calculating the amount of retainage to be held for each.
- 2.3 *Unit Price Worksheet* — calculates the total value for completed Work for which compensation is paid on a Unit Price basis. The schedule of values included in this spreadsheet is typically a tabulation of Unit Price items from the Agreement. Costs for Stored Materials associated with unit price items are included in this worksheet to calculate the total value for completed Unit Price Work and associated Stored Materials. This total is exported to the Summary worksheet. Separate totals for Work Completed and for Materials Currently Stored are also exported to the Summary worksheet for use in calculating the amount of retainage to be held for each.

- 2.4 *Stored Materials Worksheet* — calculates the total value for materials and equipment that have been purchased and are being stored until they are incorporated into the Work. This worksheet adds materials and equipment to the worksheet as they are brought to the site and stored; such Stored Materials are then deducted from the Stored Materials worksheet total as they are incorporated into the Work, providing a running net value for the materials and equipment remaining in storage. The values of Stored Materials must be manually added to the Lump Sum or Unit Price line items. These do not automatically update when changes are made. The amount of materials remaining in storage is eligible for payment but must be tracked separately from Work completed since different retainage rates may apply to Work completed and Stored Materials.

3.0 Instructions for filling out the Payment Application form

- 3.1 Project-specific information is to be entered in the top portion (header) of the Summary worksheet. This same information will automatically be copied to the other worksheets to complete the headers on all other worksheets.
- 3.2 Outside of the header, data can be entered in non-shaded cells when the sheet is protected. Cells shaded light blue contain equations that will automatically transfer data from other cells or make calculations to complete the worksheet. Altering any of these cells can result in errors in the Application for Payment. It is recommended that the worksheets be protected at all times unless alterations are deliberately being made to the Application for Payment form other than to enter data. See Paragraph 4.0 below for information on Protection of Worksheets.
- 3.3 Enter information regarding each item in the Lump Sum and/or Unit Price worksheets. For Lump Sum projects, each item should represent an item in the schedule of values prepared by the Contractor and approved by the Engineer/Owner, breaking down the Lump Sum amount into measurable components. For Unit Price contracts, use numbers from the Agreement as the schedule of values. Specific information on the data to be entered into each column may be seen by clicking on the header description for that column. Similar comments may be seen for cells in the "Totals" row that indicates how the number is calculated and where this number is exported to another part of the spreadsheet. See the Commentary for additional information.
- 3.4 The equations in the Summary worksheet use numbers imported from both the Lump Sum and Unit Price worksheets. Projects will typically either use the Lump Sum or the Unit Price worksheet, but some projects may use both. If one of the worksheets is not used, it should be hidden and not deleted. If it is deleted, Users will need to correct the equations in the Summary worksheet by unprotecting the worksheet and editing the equations. To hide a worksheet, right click on the worksheet tab at the bottom of the worksheet and select "Hide." To unhide a worksheet, right click on any worksheet tab and select "Unhide," and then select the worksheet to unhide and click "Okay." This same process may be used to hide these Guidelines for Use.

- 3.5 EJCDC C-620 contains calculation functions that are provided solely for the convenience of the user. EJCDC and its Sponsoring Organizations do not warrant or guarantee the accuracy or completeness of any information generated by the calculator.

4.0 Protection of Worksheets

- 4.1 The cells in this Workbook that create the forms or contain equations have been coded to "lock" the cells that should not be altered. It is recommended that the Workbook be Protected (cells locked) at all times unless it is necessary to add or delete rows. Directions for adding and deleting rows are provided in the next section. Passwords can be used to lock the Protect / Unprotect settings on spreadsheets, however the worksheets in this workbook do not require a password.
- 4.2 To unprotect a worksheet, click on the "Review" menu tab at the top of Excel, then click "Unprotect Sheet." To protect a worksheet, click on the "Review" menu tab at the top of Excel, then click "Protect Sheet." This will open a dialog box in which the User is allowed to select protection options. It is recommended that only the top two checkboxes for "Select Locked Cells" and "Select Unlocked Cells" be checked. This will reset the protection for the Worksheet.

5.0 Adding and Deleting Rows

- 5.1 A limited number of blank rows are provided in the Lump Sum, Unit Price, and Stored Material worksheets. Additional rows may be added to these worksheets by the User. The first step in this process is to unprotect the worksheet as previously discussed. After the sheet is unprotected, move with caution to prevent inadvertently deleting any cells that contain equations. To insert a row, right click in the row heading at the left of the spreadsheet and select "Insert." A new row will be inserted at the location where the cursor was placed in the row heading. If more than one new row is desired, left click and drag the cursor to include the desired number of rows, right click in the selected row headings and then select "Insert." It is important that the line immediately above the "Totals" row not be included in the rows selected. Doing so will require that equations in the "Totals" row be adjusted. When rows are inserted, Excel automatically adjusts the equations to include the new rows, unless the row directly above the "Totals" row is also selected.
- 5.2 After new rows are inserted, it is important to copy a line from one of the original rows so correct formatting and equations are copied into each new row. To do this, select the row to be copied by clicking the cell in Column A and dragging the cursor to the last column in the table. Then select "Copy" from the menu or type CTRL+C to copy the cells. Excel will show that this row has been copied by showing a moving dashed line around the cells that are to be copied. Then select the new rows into which the information is to be copied as before and select Paste from the menu or type CTRL+V.
- 5.3 To delete an unused row, right click in the row heading on the left of the spreadsheet for the row to be deleted and select "Delete." The selected row will be deleted. If more than one row is to be deleted, left click and drag the cursor to the desired number of rows to be deleted and then right click to open the menu and select "Delete." Unlike the admonition on adding new rows, it is okay to delete the row just above the "Totals" row.
- 5.4 After rows have been added or deleted, it is important reset the worksheet protection.

6.0 Saving Files

This file is provided as a Microsoft® Excel Open XML workbook template (.xltx) to prevent this file from being inadvertently changed. When an application for payment is created for a specific project it should be saved as an Excel workbook (.xlsx) file. To do this, select Save As (F12), type in a new file name and select Excel Workbook (.xlsx) from the drop down Save As Type menu.

7.0 License Agreement

This document is subject to the terms and conditions of the License Agreement, 2018 EJCDC® Construction Series Documents. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.

Contractor's Application for Payment

Owner: ANTHC/DEHE Contractor: _____ Project: _____ Contract: _____	Owner's Project No.: _____ Contractor's Project No.: _____																																				
Application No.: _____ Application Date: _____																																					
Application Period: From _____ to _____																																					
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 10%; text-align: right;">\$</td><td style="width: 20%; text-align: right;">-</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr><tr><td>5. Retainage</td><td></td><td></td></tr><tr><td> a. _____ X \$ - Work Completed =</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr><tr><td> b. _____ X \$ - Stored Materials =</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td></td><td></td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr><tr><td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr></table>		1. Original Contract Price	\$	-	2. Net change by Change Orders	\$	-	3. Current Contract Price (Line 1 + Line 2)	\$	-	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-	5. Retainage			a. _____ X \$ - Work Completed =	\$	-	b. _____ X \$ - Stored Materials =	\$	-	c. Total Retainage (Line 5.a + Line 5.b)	\$	-	6. Amount eligible to date (Line 4 - Line 5.c)	\$	-	7. Less previous payments (Line 6 from prior application)			8. Amount due this application	\$	-	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	-
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9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	-																																			
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																																					
Contractor: _____																																					
Signature: _____	Date: _____																																				
Approved by Project Manager																																					
Signature: _____																																					
Name/Title: _____																																					
Date: _____																																					

Contractor's Application for Payment

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Contractor's Application for Payment

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Contractor's Application for Payment

Owner:	ANTHC/DEHE	Owner's Project No.:	
Engineer:	#REF!	Engineer's Project No.:	#REF!
Contractor:		Contractor's Project No.:	
Project:			
Contract:			

[illegible]

Contractor's Application for Payment

Owner's Project No.:	
Engineer's Project No.:	#REF!
Contractor's Project No.:	

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Contractor's Application for Payment

Owner:	ANTHC/DEHE	Owner's Project No.:	
Engineer:	#REF!	Engineer's Project No.:	#REF!
Contractor:		Contractor's Project No.:	
Project:			
Contract:			

Application No.: _____	Application Period:	From _____	to _____	Application Date: _____
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FEDERAL REQUIREMENTS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—FEDERAL REQUIREMENTS

1.01 *Funding Agency Not a Party.*

- A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.

1.02 *Conflict of Interest.*

- A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

1.03 *Gratuities.*

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- B. In the event this Contract is terminated as provided in paragraph 19.03.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

1.04 *Small, Minority and Women's Businesses.*

- A. If Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6)



requiring each party to a subcontract to take the affirmative steps of this section; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

1.05 Anti-Kickback.

- A. Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

1.06 Clean Air and Pollution Control Acts.

- A. If this Contract exceeds \$100,000, compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h) and 42 USC 7401et. seq.), section 508 of the Clean Water Act (33 U.S.C. 1368) and Federal Water Pollution Control Act (33 USC 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations is required. Contractor will report violations to the Agency and the Regional Office of the EPA.

1.07 State Energy Policy.

- A. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

1.08 Equal Opportunity Requirements.

- A. The Contract is considered a federally assisted construction contract. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

1.09 Restrictions on Lobbying.

- A. Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are



forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

1.10 *Environmental Requirements.*

- A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:
1. Wetlands – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
 2. Floodplains – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.
 3. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact or human remains shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).
 4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.
 5. Mitigation Measures – The following environmental mitigation measures are required on this Project:
 - a. N/A

1.11 *Davis-Bacon Act Compliance. – Not Applicable to residential construction projects*

- A. To the extent required by any Federal grant programs applicable to expected funding or reimbursement of ANTHC's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in Section 19.11.B of the Agreement.
- ~~B. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.~~
- ~~1. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis-Bacon heading, click on "Selecting DBA WDs." In the drop-down menu for State, select, "Alaska."~~

1.12 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

- A. Where applicable, for contracts awarded by the Owner in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1.13 Debarment and Suspension

- A. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment 1, Contractor is the "prospective lower tier participant."
- D. The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E. This certification is a material representation of fact relied upon by ANTHC. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R.



pt. 3000, subpart C, in addition to remedies available to the ANTHC, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

1.14 *Termination for Convenience of ANTHC*

- A. See Article 15 of the C-522 Contract for Construction of a Small Project.

1.15 *Termination for Cause*

- A. Contractor’s failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Section Article 15 C-522 Contract for Construction of a Small Project. .

1.16 *Procurement of Recovered Materials*

- A. The Contractor will comply with 2 CFR Part 200.322, “Procurement of recovered materials.”

1.17 *Compliance Forms (attached)*

- A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS.

- B. CERTIFICATION REGARDING LOBBYING

1.18 *Order of Precedence*

- A. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
1. Modifications.
 2. The Agreement.
 3. Addenda, with those of later date having precedence over those of earlier date.
 4. The Supplementary Conditions.
 5. The General Conditions of the Contract for Construction.
 6. IFC Plan set - Drawings
 7. Divisions 1–33 of the Specifications.
 8. Other documents specifically enumerated in the Agreement as part of the Contract Documents.

ANTHC Policies Related to Contracts and Contractor Personnel

Table of Contents:

- Tobacco Free Environment Policy # CHS-03, 2 pages
- Compliance Awareness and Reporting, Board Policy #01-3007, 3 pages
- Conduct and Ethics Policy #400, 3 pages
- Government-Wide Screening Policy #ECS-04, 2 pages
- Good Faith Reporting and Non-Retaliation Policy #ECS-12, 2 pages
- Background Check and Character Standards Operational Policy ANTHC Policy #EC-03, 9 pages



Title:	Tobacco-Free Environment Policy	Page 1 of 2
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Department:	Organization-Wide Policy	Policy #CHS-03
Approved By:	Community Health Services	Effective Date: 12/03/2014
Policy Owner:	Senior Director of Community Health Services	Last Reviewed: 8/10/2023

1. Purpose:

To promote health; reduce preventable illness; and protect patients, visitors, and members of the workforce from exposure to tobacco at Alaska Native Tribal Health Consortium (ANTHC).

2. Scope:

Patients, visitors, and all members of the workforce must comply with this policy while on any ANTHC property and the Alaska Native Health Campus.

3. Definitions:

- 3.1. Member of the Workforce: includes employees who are hired directly by ANTHC and other individuals who work at ANTHC's direction, such as individuals working under an agreement or arrangement with the federal government, interns, volunteers, contractors, and consultants.
- 3.2. Tobacco: all forms, including cigarettes, electronic nicotine delivery systems (ENDS), cigars, snuff, chew, Iqmik, Dedigus, ash, and pipe tobacco.

4. Policy:

- 4.1. Tobacco-Free Environment. ANTHC is committed to providing a tobacco-free environment for patients, visitors, and members of the workforce.
- 4.1.1. Tobacco use in any form is prohibited on ANTHC properties, including:
- 4.1.1.1. all buildings and facilities used or controlled by ANTHC and surrounding grounds; and
- 4.1.1.2. vehicles, including privately owned vehicles while on ANTHC property.

4.1.2. Members of the workforce may not expose others to tobacco while at the worksite. This includes:

4.1.2.1. second-hand smoke;

4.1.2.2. the smell of tobacco and/or vaping products from their person; and

4.1.2.3. visibly carrying tobacco products (such as a can of chewing tobacco, ENDS, or a pack of cigarettes in a pocket).

4.2. Consequences for Violating This Policy.

4.2.1. Violations will be appropriately and promptly addressed. Any workforce member who violates this policy will be subject to corrective action, up to and including termination of employment, in accordance with applicable personnel policies.

4.2.2. If ANTHC determines that a patient or visitor has violated this policy, Security will be asked to contact them and inform them of this policy.

4.3. Support for Tobacco Cessation. ANTHC will encourage and support members of the workforce to seek tobacco cessation services and resources through the ANTHC Tobacco Prevention Program.



COMPLIANCE AWARENESS AND REPORTING

Board Policy No. 01-3007

Purpose

To encourage the Consortium's workforce and others to be aware of applicable legal and ethical standards and to be attentive to, and promptly report, potential concerns about compliance.

Scope

This policy applies to all Consortium organizational units, directors, officers, members of the workforce, contractors, and others performing work on behalf the Consortium.

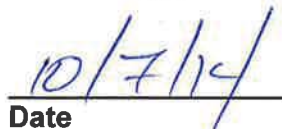
Policy

- 1. Culture of Ethics and Compliance** – The Consortium promotes a culture of ethics and compliance. All individuals and entities that perform work on behalf of the Consortium are expected to comply with applicable legal requirements and to conduct themselves ethically, and consistent with the Consortium's values.
- 2. Compliance Awareness and Education** – The Consortium, through Ethics and Compliance Services, Human Resources, Contracting and Procurement and other appropriate organizational units, will develop and implement policies, procedures, programs, training and other measures to ensure members of the workforce, contractors, vendors and other agents working on behalf of the Consortium are aware of and comply with applicable legal and ethical standards.
 - 2.1. Fraud, Waste and Abuse.** Contractors and agents that are significantly involved in furnishing, providing, authorizing, monitoring, or billing for Medicare and Medicaid services and members of the workforce will be subject to education and reporting requirements related to the recovery of false claims. This includes information about
 - 2.1.1. False Claims Act;**
 - 2.1.2. Anti-Kickback Act;**
 - 2.1.3. Self-Referral (STARK) Prohibitions;**
 - 2.1.4. The Code of Conduct;**
 - 2.1.5. Consortium reporting, non-retaliation and related policies; and**
 - 2.1.6. Options for reporting concerns.**
 - 2.2. Other Compliance Education.** The Consortium will offer education and training to increase awareness and compliance with other applicable laws and requirements as needed to promote compliance and address other priority issues.

- 3. Compliance Reporting** – Members of the workforce, contractors and others working on behalf of the Consortium are expected to exercise due diligence in the prevention, detection, and correction of potential compliance issues. They are expected to promptly and candidly report concerns to the Consortium through appropriate channels, which may include an anonymous hotline.
- 4. Non-Retaliation** – Retaliation for making good faith reports to the Consortium or another appropriate entity is strictly prohibited. The Consortium's leadership, managers, and supervisors will take appropriate action to enforce this prohibition.
- 5. Definitions** –
- 5.1.** "Contractor" includes sub-contractors, consultants, vendors, agents, and others performing work on behalf of the Consortium.
- 5.2.** "Significantly involved" means that the contractor or other individual or entity receives or makes payments related to Medicaid services of at least \$5 million annually.

Compliance Awareness and Reporting Board Policy	
Authority to Approve	CET; ANTHC Board of Directors
Approval Date	June 4, 2014
Effective Date	June 4, 2014
Supersedes	Fraud, Waste & Abuse Awareness and Reporting Policy
Due for Review	June 4, 2017
Responsible for Review	Ethics & Compliance Services
Related Policies, Procedures, Etc.	Compliance Awareness and Reporting Operational Policy & Procedures; Code of Conduct
References and Historical Notes	§ 6033, Deficit Reduction Act; Anti-Kickback Act; False Claims Act; Stark/Self-Referral Laws; American Recovery and Reinvestment Act
Search Terms	Fraud, waste, abuse, kick-back, bribe, referral, false claim, over-coding, unbundling, whistleblower, qui tam, reporting, compliance, good faith, retaliation, harassment, conflict of interest, falsify, double bill, solicit, induce


 Andy Teuber, Chairman and President


 Date

CONDUCT AND ETHICS POLICY - #400

I. PURPOSE

To provide guidelines which comply with Alaska Native Tribal Health Consortium (ANTHC) expectations for conduct and ethics.

II. SCOPE

This applies to all ANTHC employees, federal employees assigned to ANTHC, volunteers and contractors.

III. POLICY

ANTHC expects those covered under the scope of this policy to conduct business in a manner consistent with the Mission, Vision and Core Values that have been established by the Board of Directors.

To assist those so covered, ANTHC has established policies and procedures as well as the Code of Conduct in order to provide guidelines for corporate culture, ethics and behavior expectations.

In conjunction with the Code of Conduct, there are types of behavior and conduct that ANTHC considers inappropriate which could lead to corrective action up to and including the termination of relationships with ANTHC, at the sole discretion of ANTHC.

IV. EXAMPLES OF VIOLATIONS OF CONDUCT AND ETHICS

The following represents types of activities which may result in corrective actions and Including, but not limited to:

- A. Failure to comply with the Code of Conduct as approved by the Board of Directors.
- B. No employees shall use his/her position with ANTHC for personal gain or profit and no employee shall engage in any conduct that reflects negatively upon ANTHC.
- C. Falsifying employment application, time card, personnel, or other ANTHC documents or records.
- D. Unauthorized possession or use of ANTHC or another's property and unauthorized possession or use of weapons or explosives. Gambling or committing crimes at ANTHC on its premises, while using its equipment or vehicles, or during work time.
- E. Fighting, throwing things, horseplay, practical jokes or other disorderly conduct Or unprofessional conduct which may endanger the well-being of any employee or affect ANTHC operations.
- F. Engaging in acts of dishonesty, fraud, theft or sabotage.
- G. Threats, intimidation, coercion, use of abusive or vulgar language, or interference with the performance or safety of other employees.
- H. Unexcused refusal to comply with instructions issued by a supervisor, including Failure to perform duties or tasks assigned; insubordination.

- I. Unauthorized use of ANTHC material, personnel, equipment, or property.
- J. Damaging or destroying ANTHC property through careless or willful acts.
- K. Conduct that reflects adversely on the corporation, the employees, or the employee's ability to effectively perform his or her position.
- L. Failure to cooperate or get along with others, including promoting unnecessary conflicts or disputes, discourteousness, rudeness, insensitivity, and other conduct which is disruptive of the performance Of co-workers, contractors, volunteers, clients, patients and/or visitors.
- M. Failure to follow fire prevention, health and safety, or security regulations.
- N. Violating ANTHC's nondiscrimination and/or anti-harassment policy.
- O. Failure to maintain confidentiality of ANTHC information, including violation of state and federal privacy laws and comparable principles of ethical business practice; or disseminating confidential information for personal or non-business purposes or outside the "need to know" group of co-workers.
- P. Reporting to work in a condition that violates ANTHC's drug and alcohol policy.
- Q. Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs, controlled substances, or alcohol.
- R. Failure to meet the performance requirements of the position or contract, including negligent or defective performance, repeated work errors, poor use of time, and failure to meet productivity goals.
- S. Loss or suspension of required certifications or licensure, and, where appropriate, becoming uninsurable.
- T. For professional employees: malpractice, unprofessional conduct, failure to maintain skills at a competent level, and violation of ethical or professional standards which are adopted at ANTHC or which are generally applied in the particular field.
- U. Other behavior or performance issues in the opinion of ANTHC warrant disciplinary or corrective action.
- V. If an employee's performance work habits, overall attitude, conduct, or demeanor are found to be unsatisfactory in ANTHC's judgment, or if an employee has violated the above in any other ANTHC policies, rules, or regulations, that employee will be subject to disciplinary action, up to and including dismissal.

Title:	Government-Wide Screening Policy	Page 1 of 2
Department:	Organization-Wide Policy	Policy #ECS-04
Approved By:	Ethics & Compliance Services	Effective Date: 12/7/2011
Policy Owner:	Chief Ethics and Compliance Officer	Last Reviewed: 01/12/2024

1. Purpose:

To establish requirements for conducting appropriate and necessary screening of the Alaska Native Tribal Health Consortium (ANTHC) workforce to evaluate and ensure employees have not been sanctioned or debarred by a federal or state law enforcement, regulatory, or licensing agency or suspension databases, including the General Services Administration (GSA)'s Excluded Parties List System (EPLS – on the GSA's System for Award Management (SAM) website), the Office of Inspector General (OIG)'s List of Excluded Individuals/Entities (LEIE), or the U.S. Food and Drug Administration (FDA) Debarment List and Disqualified/Totally Restricted List.

2. Scope:

All members of the ANTHC workforces.

3. Definitions:

3.1. Excluded Individual: any individual or entity who is currently or was excluded, suspended, or debarred by Government-Wide Debarment and Suspension databases, including the General Services Administration (GSA)'s Excluded Parties List System (EPLS), or excluded by the Health and Human Services Office of Inspector General (OIG)'s List of Excluded Individuals/Entities (LEIE) from participating in federal programs.

4. Policy:

4.1. ANTHC will not employ or establish a contract or business relationship with an Excluded Individual. ANTHC will implement processes to assess individuals and businesses prior to hiring or entering into a business relationship.

4.1.1. Screening Employees. Prior to hiring or entering into an employment agreement with a potential employee, the Human Resources Department will conduct exclusion screening and verify the potential employee is not an Excluded Individual and meets ANTHC's standards of character to perform job responsibilities. The Human

Resources Department will implement a process to periodically recheck current workforce members against the government-wide debarment and suspension databases.

- 4.1.2. Screening Directors. Before approving individuals to serve on the ANTHC Board of Directors, Administration will conduct exclusion screening and verify the proposed Director is not an Excluded Individual. Administration will implement a process to periodically recheck current Directors against the government-wide debarment and suspicion databases
- 4.1.3. Screening Contractors. Before entering into an agreement with a contractor or a supplier, the Procurement and Contracting Department will be responsible for ensuring the contractor and its employees or subcontractors are not Excluded Individuals.
- 4.1.4. Screening Medical Providers. During the credentialing process, the Alaska Native Medical Center (ANMC) Medical Staff Office will conduct exclusion screening to verify the proposed Medical Staff member is not an Excluded Individual.
- 4.2. ANTHC will implement ongoing self-evaluation activities to be conducted by the identified departments. Ethics and Compliance Services will implement auditing and monitoring activities.
- 4.3. Members of the workforce, including contractors, are required to report immediately to Ethics and Compliance Services or the Ethics and Compliance Hotline any threatened, proposed, or actual debarment, suspension, or exclusion from any federally funded program, including Medicare and Medicaid.
- 4.4. If a workforce member finds, suspects, or knows another workforce member, including a contractor, is debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded program, that workforce member will notify Ethics and Compliance Services for review.

Reference:

- 1. Criminal Penalties for acts involving Federal health care programs-- 42 U.S. Code §1320a-7b



Title:	ANTHC Good Faith Reporting and Non-Retaliation Policy	Page 1 of 2
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Department:	Organization-Wide Policy	Policy #ECS-12
Approved By:	Ethics & Compliance Services	Effective Date: 09/01/2015
Policy Owner:	Chief Ethics and Compliance Officer	Last Reviewed: 08/03/2023

1. Purpose:

To encourage good faith reporting of safety, quality, ethical, and compliance concerns and provide guidance regarding the chain of command.

2. Scope:

All members of the Alaska Native Tribal Health Consortium (ANTHC) workforce, patients, and visitors to the ANTHC campus and off campus worksites.

3. Policy:

- 3.1. All workforce members and affiliates are expected to promptly report safety, quality, ethical, and compliance concerns, including potential violations of laws, regulations, policies, and the Code of Conduct.
- 3.2. ANTHC encourages individuals to follow established reporting channels and to use their chain of command to report concerns about safety, quality, ethics, or compliance. However, individuals are permitted, and expected, to skip steps or use other reporting options when:
 - 3.2.1. they are concerned that the designated channel or their supervisor may not understand the concern or appreciate its urgency;
 - 3.2.2. they believe that the designated channel or their supervisor cannot follow up quickly enough to avoid harm;
 - 3.2.3. the concern is about their supervisor or someone ordinarily involved in the designated channel; or
 - 3.2.4. they fear retaliation or reprisal or have other concerns that might discourage reporting to their supervisor or through ordinary channels.



Title:

ANTHC Good Faith Reporting and Non-Retaliation Policy

Page 2 of 2

- 3.3. Retaliation or other reprisal against workforce members and affiliates for making good faith reports is strictly prohibited and may result in discipline or other sanctions.
 - 3.3.1. A good faith report is based on an honest, sincere concern. Individuals who make good faith reports are protected, even if later review determines that the concern was not substantiated.
 - 3.3.2. Reporting concerns under this policy will not automatically insulate the reporter from corrective action if the action is otherwise appropriate.
 - 3.3.3. Individuals who believe they may be experiencing retaliation or other reprisals for making a good faith report should notify ethics and compliance or human resource staff immediately.
- 3.4. ANTHC prohibits retaliatory action against any employee or member of the workforce for filing a good faith complaint or for assisting in an investigation. ANTHC, through its human resources and corporate compliance programs, encourages employees and members of the workforce to report problems and express concerns in a professional and respectful manner without fear of retaliation or reprisal.



Title:	Background Check and Character Standards Operational Policy	Page 1 of 9
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Department:	Organization-Wide Policy	Policy #EC-03
Approved By:	Executive Council	Effective Date: 07/27/2021
Policy Owner:	President/Chief Executive Officer (CEO)	Last Reviewed: 02/16/2023

1. Purpose:

To establish character standards for members of the workforce and to ensure adequate background check processes are put in place to enforce the standards.

2. Scope:

All members of the Alaska Native Tribal Health Consortium (ANTHC) workforce.

3. Definitions:

3.1. For purposes of this policy and its implementing procedures, these terms have the following definitions.

3.1.1. Child: any person under the age of 18.

3.1.2. Members of the Workforce: for purposes of this policy, those individuals who are employees, Commission Corps Officers, federal employees, residents, visiting fellows, interns, students, or volunteers; and contractors working at ANTHC facilities or worksites. Members of the workforce do not include delivery or repair persons, short term consultants, or other such individuals who may be on-site for a short time, but will not have unsupervised access to patients or children.

3.1.3. Crimes and Offenses: in appropriate cases, the terms “crime” and “offense” include attempt, solicitation, and conspiracy.

3.1.4. Crimes Against Persons: those crimes under federal, state, tribal, or local law that includes as an element the use, attempted use, or threatened use of physical force or other abuse of a person. These include murder, manslaughter, assault, stalking, kidnapping, human trafficking, robbery, extortion, coercion, reckless endangerment, and other crimes (however titled) substantially similar to these.



Title:	Background Check and Character Standards Operational Policy	Page 2 of 9
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- 3.1.5. Crimes of Violence: crimes under federal, state, tribal, or local law, including a number of crimes against persons as well as other crimes that include as an element the use, attempted use, or threatened use of physical force against a person or property of another, or any other crime that is a felony and that, by its nature, involves substantial risk of physical force against the person or property of another may be used in the course of committing the crime. These include domestic violence and terroristic threatening.
- 3.1.6. Offenses Committed Against Children: crimes under federal, state, tribal, or local law against a child victim. This includes a number of crimes against persons, crimes of violence, and sex crimes as defined in this policy. It also includes child abuse, child endangerment, and indecent exposure.
- 3.1.7. Sex Crimes: crimes under federal, state, tribal, or local law involving the coercion or exploitation of another individual through or related to sexual acts. These include rape, sexual assault, sexual abuse of a minor, molestation, sex trafficking, child pornography, sexual exploitation or contact, prostitution, failure to register as a sex offender, and other crimes (however titled) substantially similar to these, including juvenile offenses.
- 3.1.8. Theft: crimes under federal, state, tribal, or local law involving taking or keeping something belonging to another. These include some crimes against persons and property.
- 3.1.9. Unsatisfactory Character Traits: any identifiable character traits or past conduct raising concern for the individual's ability to effectively perform job duties without risk of harm to others or to organizational performance. They also include conduct demonstrating a lack of commitment to ANTHC's mission, vision, and values. These include the inability to accept constructive criticism, reluctance to be accountable, inattention to safety or quality concerns, and lack of respect for others.
- 3.1.10. Vulnerable or Dependent Adult: any person 18 years or older who depends on others for basic life needs or for seeking help, is incapable of caring for themselves due to mental or physical challenges, or whose ability to protect themselves is compromised due to health status, mental, or physical challenges.

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4. Policy:

4.1. Character Standards. Character standards apply to all members of the workforce. There are higher standards applied to certain positions only. These character standards are intended to be cumulative, and most individuals will be required to satisfy multiple standards for their position.

4.1.1. Baseline Standard. Prior to beginning work and throughout their time working with ANTHC, all members of the workforce must meet the following baseline standards established as the minimal requirement to hold any position. No member of the workforce may:

4.1.1.1. have been found guilty of, or entered a plea of nolo contendere or guilty to, murder, sexual assault, sexual abuse of a minor, sex trafficking, or human trafficking;

4.1.1.2. be listed on the Health and Human Services, Office of Inspector General's List of Excluded Individuals/Entities (LEIE), for members of the health care workforce and related support departments; or

4.1.1.3. be listed on the GSA Excluded Party List, for members of the workforce for a service line receiving federal contracts or assistance, such as DEHE.

4.1.2. Unsatisfactory Character Standards. ANTHC may consider unsatisfactory character standards when considering whether to take action under this policy.

4.1.3. Regular Access to, Contact with, or Control Over Children or Vulnerable or Dependent Adults. Members of the workforce with regular access to, contact with, or control over children or vulnerable or dependent adults must meet the character standards established by ANTHC, which prohibits individuals from holding these positions based on criminal history with certain "disqualifying convictions."

4.1.3.1. "Regular access, contact with, or control over children or vulnerable or dependent adults" means a position whose duties include responsibilities for a child or children, or which requires contact or provides access to a child or children on a recurring and foreseeable basis. This includes individuals who may not directly work with children, but

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who still regularly come into contact with children. For example, it covers receptionists, janitors, and others who work during hours when children are present at a facility owned, used, or operated by ANTHC or at ANTHC worksites. It also includes individuals who may not have regular contact with children, but who are in positions allowing control over children. Examples include medical social workers or counseling program administrators.

4.1.3.2. “Disqualifying convictions” mean a guilty finding, conviction, plea of nolo contendere, or guilty plea of:

4.1.3.2.1 any felonious offense; or

4.1.3.2.2 any of two or more misdemeanor offenses involving: crimes of violence; sex crimes; crimes against persons; or offenses committed against children.

4.1.4. Treatment of Arrests, Expunged Convictions, Diverted Cases, or Petition for Protective Orders. Arrest records, expunged convictions, diverted cases, or being a respondent to a petition for protective order will not automatically disqualify an individual. An individual must provide information related to these events so it can be taken into consideration as part of the character evaluation.

4.1.4.1. Arrests or Pending Offenses. If an individual has been arrested or charged with an offense which is pending or otherwise not disposed of, and that offense is either a disqualifying offense or is of the type raising concerns about the individual’s suitability for his or her position, then ANTHC may, at its discretion, ensure adequate safeguards are in place to manage identified risks or take any of the actions described in section 4.5.1.

4.1.4.2. Pardoned, Expunged, or Set Aside Convictions. All convictions or pleas of nolo contendere or guilty should be considered in making a determination, unless a pardon, expungement, set aside, or other court order reaches the plea of guilty, plea of nolo contendere, or the finding of guilt.

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- 4.1.4.3. Diverted Cases. All diverted cases should be considered in making a determination, unless the diversion reaches the plea of guilty, the plea of nolo contendere, or the finding of guilt.
- 4.1.4.4. Protective Order, Restraining Order, or Injunction. In circumstances where a protective order, restraining order, or injunction is pending or in place, any of the actions described in section 4.5.1 may be taken pending the resolution of the charge.
- 4.1.5. Additional Standards. ANTHC may adopt additional standards as it deems appropriate; for example, for certain divisions (e.g., health care, construction), positions (e.g., commercial drivers, equipment operators, controllers) or funding sources (e.g., grants imposing data access standards or barrier crime requirements).
- 4.2. Responsibilities. ANTHC will conduct background checks and review both criminal history and character evidence, such as reference checks, to determine character standards are met by each member of the workforce. Unless arranged through a governmental partner, a reputable vendor, or in coordination with another designated department, these checks will be conducted as indicated below. ANTHC departments, such as the Human Resources (HR) Department and the Medical Staff Office (MSO), will coordinate as appropriate to avoid duplication and ensure complete and accurate information is available to decision-makers:
 - 4.2.1. the HR Department for employees (except Commissioned Corps Officers and federal employees assigned to ANTHC), volunteers, students, interns, visiting fellows, contractors for workforce members who are subject to the Indian Child Protection and Family Violence Prevention Act, and residents;
 - 4.2.2. the Indian Health Service or other federal agency for Commissioned Corps Officers and federal employees assigned to ANTHC;
 - 4.2.3. the Medical Staff Office as needed to verify the qualifications of medical staff and community staff applicants; and
 - 4.2.4. Procurement and Contracting for workforce members who are not subject to the Indian Child Protection and Family Violence Prevention Act and who are employed or directed by contractors while working at

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ANTHC facilities or worksites, provided this requirement may be assigned to the contractor via an agreement ensuring ANTHC can verify compliance or unless otherwise stated by the agreement.

- 4.3. Background Check Process. Ordinarily, background checks will be conducted prior to the individual beginning work. Individuals may not be permitted to work in a position with regular contact or control over children prior to the successful completion of a background check and character evaluation unless both of the following conditions have been met:
 - 4.3.1. the preliminary background check is clear of potentially disqualifying misconduct; and
 - 4.3.2. the individual is within the sight and under the supervision of an ANTHC employee for whom a satisfactory background investigation has been completed when unaccompanied minors are in the care of the individual.
- 4.4. The process for these checks will include, but is not limited to, the following components:
 - 4.4.1. Information Collection. Workforce members are expected to cooperate in the background check process by providing complete and accurate information in response to questions and by authorizing law enforcement agencies, employers, and other third parties to provide the information requested by ANTHC.
 - 4.4.1.1. ANTHC will use application and interview questions to solicit information necessary to make character determinations, including questions to the effect of the following:
 - 4.4.1.1.1 Have you ever been arrested or cited for, charged with, or convicted of any violation of the law? Include any charges that were dismissed, no contest pleas, major traffic violations, and convictions that were expunged or otherwise removed from your criminal record. Applicants for positions with job descriptions that include driving should also include minor traffic infractions.



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- 4.4.1.1.2 Do you have any criminal charges pending against you or open arrest warrants?
- 4.4.1.1.3 Are you now or have you ever been under charges for a crime and ordered by a court to participate in a deferred prosecution program, such as accelerated rehabilitative diversion, stipulated order of continuance, alternative adjudication, suspended sentence, or any other court-created alternative sanction?
- 4.4.1.1.4 Have you ever had to comply with a restraining order, protective order, or injunction?
- 4.4.1.1.5 If yes to any of the above questions, provide the date; explanation of the violation; disposition of the arrest, charge, or citation; place of occurrence; and name and address of police department or court involved.
- 4.4.1.2. A criminal history background check, including a fingerprint check done through the Criminal Justice Information Services Division of Federal Bureau of Investigation (FBI), and inquiries to state and tribal law enforcement agencies for the previous five years of residence listed on the individual's application.
- 4.4.1.3. Inquiries regarding character references and places of employment and education.
- 4.4.1.4. Provide to individuals any required notices under the Fair Credit Reporting Act if any portions of the checks are conducted by a consumer reporting agency.
- 4.4.1.5. Workforce members are required to promptly report to the Human Resources department or point of contact at ANTHC any issues that may make them ineligible to work for ANTHC, either in general or a particular position under Section 4 of this policy, including situations in which an individual is accused of, arrested for, or charged with



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misconduct or a crime. Workforce members are required to report all arrests and criminal charges.

4.4.2. Character Determinations. The entity conducting the background check will ordinarily determine, in partnership with the manager, whether a member of the workforce meets the character standards established for each position under Section 4 of this policy. If the check is conducted by ANTHC, these determinations may be made only by employees who have passed a background check satisfying all character standards set forth in this policy. In addition to screening for disqualifying offenses, the entity will also consider any information suggesting unsuitability for a position.

4.5. Process.

4.5.1. Actions. If an individual fails to meet the standards established under Section 4 of this policy, the following actions may be taken:

4.5.1.1. deny the individual the position;

4.5.1.2. reassign the individual to other duties or another position that does not involve regular contact with children or vulnerable or dependent adults;

4.5.1.3. suspend the individual's work assignment/employment; while suspended, the employee must use available paid time off, then leave without pay; or

4.5.1.4. terminate the individual's assignment/employment.

4.5.2. Opportunity to Respond. Individuals may respond to results of their background checks in order to challenge the accuracy and completeness of any of the report's information and the circumstances giving rise to the contents of the report.

4.5.2.1. If the position involves "regular contact with or control over children," an individual will be provided a summary of adverse information and will be provided an opportunity to correct inaccurate information before the final determination.



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4.5.2.2. If the check is completed by a third-party consumer reporting agency, then the Fair Credit Reporting Act requires notice and an opportunity to respond prior to an adverse action based on the report (for example, by not hiring an applicant or firing an employee). In some cases, ANTHC may consider mitigating circumstances and/or evidence of rehabilitation. If this option is available, ANTHC will notify the individual so they can provide additional information.

4.5.3. Confidentiality. Background check reports and related records are confidential and will be kept in segregated files. Only individuals with a legitimate need for the information may access the records. ANTHC will not release the actual background investigative report to an individual. However, it may issue a written summary of the derogatory information and inform the individual of the process for explaining, denying, or refuting unfavorable information.

4.6. Rechecking. Criminal history will be rechecked and revaluated at ANTHC's discretion, including in response to concerns, upon transfer or promotion to a new position, and in accordance with schedules ANTHC establishes.

References:

- 1) *Background Check and Character Standards Board Policy*
- 2) *Children in the Workplace Policy*
- 3) *Government-Wide Screening Policy*

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;

☐ 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.

(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 Non-segregated 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).
- (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) 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.

7. Certificate of Independent Price Determination

- (a) The offeror certifies that--
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--
 - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____
[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

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

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

8. 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.)

9. 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.

10. Native Preference Representation

(a) Representation: The offeror represents that

☐ it is,
☐ is not

an Alaska Native/American Indian or an Alaska Native / American Indian Entity as defined in Section 11 below. An Offeror that represents he or she qualifies as an Alaska Native / American Indian must submit satisfactory evidence of his or her Native status. An Offeror that represents

it is an Alaska Native/American Indian Entity must submit satisfactory evidence to demonstrate the specific degree of Alaska Native/American Indian ownership, control and management.

(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.

(c) Any Offeror that misrepresents itself as an Alaska Native/American Indian or as an Alaska Native/American Indian Entity in order to secure the award of a contract or purchase order shall be disqualified from being awarded the contract or, if the contract has already been awarded, shall be considered in material breach of the contract or purchase order and subject to the penalties specified in, the contract, purchase order or ANTHC policy, including immediate termination of the contract or purchase order.

11. DEFINITIONS

(a). 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 Native or American Indian heritage or who is regarded as an Alaska Native by the Native village or Native group of which he or she 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 or Alaska Native descent who is a member of, or eligible for membership in, any Federally recognized Indian Tribe, or an original ANCSA shareholder; or
- (3) Any descendant of a person of American Indian or Alaska Native descent who is or was (if deceased) a member of, or eligible for membership in, any Federally recognized Indian Tribe or an original ANCSA shareholder.

(b). Alaska Native / American Indian Entity.

An Alaska Native / American Indian (AN/AI) Entity includes an entity described in (1), (2) or (3) below:

- (1) an Indian tribe, a tribal organization and intertribal consortium.
- (2) any Alaska Native Claims Settlement Act Regional Corporation, Village Corporation, Urban Corporation or Group Corporation whose Settlement and Common Stock and other stock held by holders of Settlement Common Stock and by Natives and descendants of Natives represent greater than 50% of both
 - (a) the total equity of the corporation, and
 - (b) the total voting power of the corporation for the purpose of electing directors
- (3) a cooperative, enterprise, corporation, subsidiary, joint venture (JV), partnership, Limited Liability Partnership (LLP), Limited Liability Company (LLC), or other business association that meets the conditions of subsections (a) and (b) below.
 - (a) The entity is owned or controlled by AN/AI interests as demonstrated by at least one of the following:
 - (i) Greater than 50% of the total voting power of the governing board or its equivalent is AN/AI-controlled; or
 - (ii) Greater than 50% of the total equity of the enterprise is AN/AI- contributed, with "equity" for purposes of this subsection to include the market value of the enterprise's stock and all other capital, and the market value of the enterprise's real and personal property.
 - (b) The entity is primarily administered for the benefit of AN/AIs as demonstrated by one of the following:
 - (i) 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; or

(ii) Greater than 50% of the profits (if any) or revenue expenditures inure to AN/AI benefit.

(c). Inter-Tribal Consortium

A coalition of two or more separate Indian Tribes or tribal organizations that join together for the purpose of participating in self-governance under the Indian Self-Determination Act

(d). Tribal Organization

An entity that meets the definition of "tribal organization" under the Indian Self-Determination Act or 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.

(e). 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.

12. 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)

Form A**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, ANTHC may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to,



check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Authorized Representative Contractor Signature

Date

By Authorized Representative (PRINT NAME)

Title:

Name of Construction Company (PRINT)



FORM B

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and 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 have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Representative Contractor Signature

Date

By Authorized Representative (PRINT NAME)

Title:

Name of Construction Company (PRINT)