



REQUEST FOR QUALIFICATIONS (RFQ)

SOLICITATION No. ANTHC 20-R-76159

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM (ANTHC)
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
EARTHQUAKE DAMAGE REPAIR
ARCHITECTURE & ENGINEERING (A&E)
DESIGN SERVICES TERM-CONTRACT

DATE OF ISSUE:
NOVEMBER 6, 2019

DEADLINE DATE FOR SUBMITTAL OF PROPOSAL:
DECEMBER 6, 2019 @ 11AM AST

NOTICE: If you received this solicitation from the ANTHC's website www.ANTHC.org/bids you must register with the Contracting Officer identified in the ANTHC contact person section to receive subsequent amendments. Failure to register with the Contracting Officer may result in the rejection of your offer.

Bethany A. Jones
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SECTION I – GENERAL INFORMATION

1. **Background:**

ANTHC is working with the Federal Emergency Management Agency (FEMA) on repair work resulting from the M7.0 earthquake that struck Southcentral Alaska on November 30, 2018. ANTHC’s Strategic Access Development Team (SAd) is managing the work. SAd is a team of highly experienced professional architects and engineers, space planners, and construction managers that execute projects ranging in size and scope from the design of large new facilities to single room renovations. The SAd team members will serve as the ANTHC contact person and project managers of delivery orders issued under this contract. They also represent the various stakeholder groups throughout the completion of the project. Prospective consultant teams must at a minimum be able and willing to do the following:

- Provide a versatile consultant team that complements the SAd team’s expertise
- Form a scalable consultant team that will execute the design vision provided by the SAd project manager.
- Provide innovative design solutions within the constraints set by the SAd project manager.

2. **Purpose of the Request For Qualification (RFQ):** The Alaska Native Tribal Health Consortium (ANTHC) located in Anchorage, Alaska, require the services of multi-disciplined architectural and engineering (A&E) consultant teams that have specialized experience designing a wide variety of earthquake repair work in healthcare and related facilities.

3. **Business License Requirement:** All A&E firms must have a valid Alaska Business License prior to award of contract.

4. **Other Licenses and Registrations Requirement:** All A&E firms are required to hold any and all necessary applicable professional licenses and registrations required by law. Proof of professional licenses is required with the proposal. Obtaining and ensuring compliance to all licensing and registering requirements is the complete responsibility of the firm.

5. **Minimum Requirements:** Every A&E firm that responds to this RFQ must meet the following minimum requirements to be considered responsive:

- All principles and members of the Consultant team must be currently registered in the State of Alaska by the State Board of Registration for Architects, Engineers, and Land Surveyors.
- Demonstrate a multi-discipline team includes architect, civil engineer, structural engineer, mechanical engineer, electric engineer, geotechnical, and cost estimating.
- Five (5) years hospital and large educational institution related design experience as described in this solicitation.
- Five (5) years planning and design experience in the State of Alaska.

6. **Conflict of Interest and Restrictions:** If any A&E firm, firm’s employee, sub-consultants, or any individual working on the proposed contract may have a possible conflict of interest that may affect the objectivity, analysis, and/or performance of the contract, it shall be declared in writing and submitted to ANTHC within ten (10) calendar

SECTION I – GENERAL INFORMATION

days of issuance of this RFQ. ANTHC shall determine in writing if the conflict is significant and material and if so, may eliminate the firm from submitting a proposal.

7. **ANTHC Contact Person:** Any information required or questions regarding this RFQ should be addressed and/or delivered to:

If Mailing / Delivering: Alaska Native Tribal Health Consortium
Contracting Department
4000 Ambassador Drive
Anchorage, Alaska 99508

Attention: Bethany A. Jones, Senior Contracting Officer
E-mail: bajones@anthc.org
Phone: 907-729-2967

8. **Deadline for Receipt of Proposals:** Proposals may be mailed or hand delivered and must be physically received by ANTHC no later than **11:00AM, December 6, 2019, Alaska Standard Time (AST).** Faxed proposals are not acceptable. Electronic submissions will not be allowed. Failure to meet the deadline will result in disqualification of the proposal without review.

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

Confidential: Do Not Open Until 11:00AM, December 6, 2019
Proposal For: ANTHC 20-R-76159, FEMA Earthquake A&E Term-Contract
Attn: Bethany A. Jones, Senior Contracting Officer

NOTE: Please be sure to include Company Name/Return Address on outside of envelope.

9. **Consultant's Review and Substantive Questions:** A&E firms should carefully review this solicitation for errors, questionable or objectionable materials, and items requiring clarification. Firms shall put these comments and/or questions in writing and submit them to the ANTHC's contact person at least ten (10) calendar days before the due date of proposals. This will allow time for an amendment to the RFQ to be issued, if required, to all recipients of the initial RFQ.
10. **Consultant's Review and Directional Questions:** If questions received involve no more than directing the questioner to a specific section of the RFQ, questions may be responded to verbally, and do not require a written amendment.
11. **Amendments to the Solicitation:** ANTHC reserves the right to issue written amendments to revise or clarify the RFQ, respond to questions, and/or extend or shorten the due date of proposals.

SECTION I – GENERAL INFORMATION

12. **Pre-Proposal Conference:** A pre-proposal conference will be held on November 15, 2019 at 4000 Ambassador Drive, Anchorage, AK in conference room #1 from 10:00am – 11:00am AST.
13. **Cancellation of the Solicitation:** ANTHC reserves the right to cancel the RFQ process if it is in the ANTHC’s best interest. ANTHC shall not be responsible for costs incurred by firms for proposal preparation.
14. **Service of Protest:**
 - a. Protests, as defined in ANTHC Procurement Policy shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Alaska Native Tribal Health Consortium
Director of Procurement and Contracting
4000 Ambassador Drive
Anchorage AK 99508
 - b. The protest shall be received in the office designated not later than ten (10) calendar days after the basis of protest is known or should have been known, whichever is earlier.
15. **Proposal Withdrawal and Correction:** A proposal may be corrected or withdrawn by a written request received prior to the deadline date for submitting proposals.
16. **Multiple Proposals:** ANTHC shall not accept multiple proposals from the same A&E Firm.
17. **Disclosure of Proposal Contents:** Contents of individual proposals shall not be disclosed to other firms providing a proposal in response to this solicitation.
18. **Retention of Proposals:** All proposals and other material submitted become the ANTHC’s property and may be returned only at ANTHC’s option.
19. **Cost of Proposal Preparation:** Any and all costs incurred by firms in preparing and submitting a proposal are the firms responsibility and shall not be charged to the ANTHC or reflected as an expense of the resulting contract.
20. **Delivery of Proposals:** ANTHC assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.
21. **Media Announcements:** Any and all media announcements pertaining to this RFQ require the ANTHC’s prior written approval.

SECTION I – GENERAL INFORMATION

22. **Other Governmental Requirements:** It is the responsibility of the firm to indicate within their proposal the applicability of any other federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.
23. **Binding Contract:** This RFQ does not obligate the ANTHC or the selected firm until a contract is signed and approved by both parties. If approved, it is effective from the date of final approval by the Contracting Officer. ANTHC shall not be responsible for work done, even in good faith, prior to final approval of the proposed contract.
24. **Standard Terms and Conditions:** The successful firm is expected to comply with the attached contractual terms and conditions attached to this RFQ and titled:
 - a. ANTHC A&E General Provisions
 - b. FEMA Required Contract Provisions
25. **Concerns with the General Provisions:** If an A&E firm has concerns with the General Provisions, they should put their comments and/or questions in writing and submit them to ANTHC's contact person at least ten (10) calendar days before the due date of proposals. This will allow time for an amendment to the solicitation to be issued, if required, to all recipients of the initial solicitation.

ANTHC reserves the right to not award or cancel the award of the contract to a firm that will not agree to the General Provisions.
26. **Performance/Payment Bonds and/or Surety Deposits:** Reserved. Not applicable to this solicitation.
27. **Bid Bond / Guarantee:** Reserved. Not applicable to this solicitation.
28. **Liquidated Damages:** Reserved. Not applicable to this solicitation.
29. **Additional Terms and Conditions:** ANTHC reserves the right to include additional terms and conditions during contract negotiations. However, these terms and conditions must be within the scope of the original RFQ and will be limited to price, clarification, definition, and administrative and legal requirements.
30. **Contract Negotiations:** Upon completion of the evaluation process, contract negotiations may commence. If the selected firm fails to provide the necessary information for negotiations in a timely manner, negotiate in good faith, or cannot perform the contract within the amount of funds available for the project and/or as proposed, ANTHC may terminate negotiations and negotiate with the next highest ranked firm, or terminate award of the contract. ANTHC shall not be responsible for costs incurred by the firm resulting from contract negotiations.

SECTION II - INFORMATION PERTINENT TO THE PROPOSED CONTRACT

1. **Purpose**

Award of **up to one (1)** Term Contract is anticipated as a result of this solicitation. The anticipated contracts will impose no guaranteed minimums or obligation on the part of ANTHC to order any consultant services.

The Consultant shall provide all services in accordance with the scope of this solicitation, and the scope of services provided for the individual delivery orders, subject to the terms and conditions.

2. **Location of Work**

Work shall be primarily performed, completed, and managed at Consultant's place of business; however, travel to the project site will be required to conduct fieldwork, inspections, etc.

3. **Term of Proposed Contract**

ANTHC intends to establish contracts with a performance period of one (1) year from date of award with two (2) optional one-year periods.

4. **Deliverables**

Drawings and written information requirements may include, but are not necessarily limited to; see attached scope of services.

By submitting a response to this solicitation, the Consultant agrees, if selected, to accept the terms and conditions included in this solicitation and attachments.

5. **Sub-Consulting**

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

6. **Schedule**

The Consultant shall adhere to the schedule identified in each individual delivery order subject to the terms and conditions.

7. **Requirements**

- a. This is a requirements contract for the services specified and effective for the period stated. The ANTHC does not guarantee any minimum or maximum orders or obligations for consultant services.
- b. Performance shall be only as authorized by delivery orders issued. The Consultant shall furnish to the ANTHC all services specified in this solicitation and attachments, and as called for by delivery orders.
- c. Except as this contract otherwise provides, the ANTHC shall order from the awarded Consultants all the services specified in this solicitation and attachments. ANTHC reserves the right to use ANTHC personnel or other consultants to perform these services.

SECTION II - INFORMATION PERTINENT TO THE PROPOSED CONTRACT

- d. If the ANTHC urgently requires services and if the Consultant will not accept an order providing for the urgent services, the ANTHC may acquire the urgently required services from another source.
 - e. The Consultant shall complete any order issued during the effective period of this contract and not completed within that period within the time specified in the order. The contract shall govern the Consultant's and ANTHC's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Consultant shall not be required to perform any services under this contract after completion of the contract.
8. **Delivery Orders**
Upon identification of a requirement, ANTHC will contact a Consultant awarded under this contract for a fee proposal. The fee proposal will be based on a lump sum for the project, or with ANTHC's approval, on a time/materials basis.
- a. Any services to be furnished under this contract shall be ordered by issuance of delivery orders by ANTHC.
 - b. All delivery orders are subject to the general provisions.
9. **Inspection / Acceptance**
The Consultant shall only tender for acceptance those architectural or engineering services or deliverables that conform to the requirements of the contract. The ANTHC reserves the right to review any deliverables tendered to ANTHC for compliance with the contract terms prior to formal acceptance. The ANTHC may require correction, modification, or replacement of nonconforming services or deliverables at no increase in contract price. The ANTHC must exercise its acceptance rights within a reasonable time after the defect was discovered or should have been discovered (typically within the established ANTHC review period).
10. **Firm's Compensation**
Compensation to the A&E firm shall be based on specific price and/or rates negotiated and identified in the final contract.
11. **Option to Exercise Renewal Options**
Prior to contract expiration, the ANTHC may elect to extend the term of this contract by written modification.
- If the ANTHC exercises this option, the extended contract shall be considered to include this option provision.
- The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years and six (6) months.

SECTION II - INFORMATION PERTINENT TO THE PROPOSED CONTRACT

12. **Option Year Pricing**

Consultants must request price adjustments, in writing, 30 days prior to the renewal date. Such adjustments may be made annually after completion of initial contract period. If a consultant fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the ANTHC receives their written request. No retroactive contract price adjustments will be allowed.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Anchorage Area, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (January through June or July through December), and each (January through June or July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate.

13. **Option to Extend Services**

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

14. **Magnitude of Construction**

The magnitude of construction for this term-contract shall not exceed \$3,000,000. The contract price for A&E services for the preparation of designs, plans, drawings, and specifications shall be limited to six (6) percent of the project's estimated construction costs.

15. **Payment Process**

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

16. **Award Statement**

The ANTHC anticipates awarding up to one (1) contract as a result of this solicitation. Award will be made to the highest ranked proposals, pending successful rate negotiations.

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

SECTION III – PROPOSAL CONTENT AND REQUIREMENTS

Proposal Process: The review committee will review all proposals, select up to three (3) for interviews/presentations and award a maximum of one (1) term-contract.

Interviews/presentations will seek to expand on the following areas of the written proposals:

- Project Execution and Management
- Specialized Experience
- Past Performance
- Capacity to Accomplish the Proposed Work in the Required Time

Oftentimes, the Principles/Owners of prospective Offerors do the interviews/ presentations rather than the key members of the project team that will be accomplishing the work. These interviews/presentations serve as the initial interaction with the proposed project team. As such, the key project team members should present the information and respond to any resulting questions.

Proposal Format: Submit one (1) unbound original and five (5) bound copies of the proposal, as well as one (1) electronic format (CD or thumb drive). Proposals should be bound, printed on both sides of the paper when possible and organized according to the following outline. Proposals shall not exceed twelve (12) pages, six (6) sheets of paper, exclusive of resumes and any exhibits. Key staff resumes shall not exceed one (1) page, two (2) sheets of paper per resume.

Proposal Recommendations: The following are recommendations to help increase the effectiveness of conveying proposal information to the review team.

- Understand that the review committee members have extensive technical experience and are looking for partners that listen to them and execute the vision of ANTHC.
- Make quantitative rather than qualitative statements. Provide substantiated quantitative data rather than biased qualitative claims.
- Be concise but clearly and effectively communicate the information
- Be specific when asked to be specific. Provide process/steps when asked to provide the process/steps.
- Create a document that is well structured/organized, has high quality illustrations/pictures throughout to both give examples of work and to break up the text.
- Be judicious with the inclusion of “Principal” level personnel on the project staff. Principal level personnel should not be included in lieu of working level personnel unless they will be performing task and billing in that lower capacity.
- An unnecessarily large or voluminous RFQ is not recommended. The ideal RFQ will be concise enough to be readily reviewed and comprehended, yet explicit enough to set forth the Consultant’s understanding of the desired services in a logical manner.

NOTE: Unbound copy is to be 20# bond, with no tabs. No less than 12-point font shall be used.

SECTION III – PROPOSAL CONTENT AND REQUIREMENTS

1. **Table of Contents:** The proposal will have a table of contents with page numbers and pages numbered throughout the proposal.

2. **Introduction:** Brief introduction which includes:

- 2.1 The firm's name, address, phone number and proposal contact person;
- 2.2 Statement that indicates the proposal is valid for at least 90 calendar days from the proposal submission deadline;
- 2.3 Statement that indicates the firm's willingness to perform the services described in this RFQ;
- 2.4 Provide a detailed and precise discussion, including examples and/or documentation, of meeting each Minimum Requirement, if any, established in the "General Information" section of this RFQ. Limit discussion to the meeting of the Minimum Requirements.
- 2.5 Proof of any other licenses and/or registrations as required by this RFQ.
- 2.6 A statement that all staff and other resources which are required to perform the services described in this RFQ will be made available by your organization over the life of the anticipated contract;
- 2.7 Completed and signed Representations and Certifications of bidder/offeror and all applicable sub-Consultants (attachment);
- 2.8 Statement that the signatory has authority to bind the firm; and
- 2.9 Signature of authorized individual.

3. Project Execution and Management (25 POINT VALUE): As discussed previously, the delivery orders issued under this contract will follow the design process detailed in the Indian Health Services Architect and Engineer Design Guide. The intent of this section is not to discuss that design process. Rather, the Offeror should use this section to discuss what project management centric steps will be taken and processes implemented while executing a delivery order scope. At a minimum, the Offeror should discuss the following standardized project management processes:

- Project Plan – The process to manage the overall program and how it will be utilized/scaled to manage the diversity of projects within this scope.
- Communication Plan – The interaction and communication with the PM and other project personnel including response times;
- Stakeholder Management Plan – Process to manage stakeholder's expectations;
- Change Management Plan – Process to control costs and scope given the widely varying project budgets and the oftentimes dynamic nature of our projects;
- Process Improvement Plan – Process used to transmit lessons learned and process improvements across successive project teams;
- Quality Assurance Plan – Process used to ensure a consistent quality product across all individual delivery orders

Along with that the Offeror should specifically discuss the following:

- Define what specific steps will you take to ensure consistency of product, delivery, and management across widely varying projects in a client-driven design environment.

SECTION III – PROPOSAL CONTENT AND REQUIREMENTS

- Describe examples of how the proposed team has or would suggest innovative design elements or strategies in client-driven design environments.
- What project management processes are a part of the Consultant’s business culture and give specific examples of how these were implemented on successfully or unsuccessfully (if unsuccessful, discuss lessons learned and how/what process improvement measures were implemented).

4. Professional Qualifications (20 POINT VALUE): This section should describe the general professional qualifications of the Prime Consultant’s Project Manager and other key personnel and/or team members necessary for satisfactory performance of required services. Only include personnel from the Prime Consultants and sub-Consultants that will be actively involved in performing the general requirements listed in the scope of services. Clearly identify the individuals from the prime Consultant that will hold the ultimate decision making authority on this term contract.

Provide a table or chart that shows organizational structure, chain of supervision, and decision-making authority of the entire proposed project team. The table or chart should illustrate the functional discipline and general responsibilities of each assigned member of the proposed team. NOTE: The Consultants to whom the contract is awarded shall make no replacement of staff without submission of a resume for the proposed replacement and prior approval of ANTHC.

Along with that the Offeror should specifically discuss the following:

Describe education, professional experience, certifications/licenses, and length of time employed by firm and workplace proximity to Anchorage (may be communicated via attached resume).

Highlight related or general experience and experience with ANTHC.

When claiming professional experience, provide 1) the specific items of work that the individual directly completed, or 2) the specific responsibilities that the individual directly held that contributed to the project.

5. Specialized Experience (25 POINT VALUE): This section is different from the professional qualifications section in that the professional qualifications describe general experience. This specialized experience section describes the specific technical experience of the Prime and sub-Consultant’s key personnel in applicable aspects of planning, design, improvement, remodeling and construction of healthcare facilities within the state of Alaska.

The experience should highlight similar projects completed over the last five (5) years, including a detailed description of the scope, and owner name and contact information. Submit specific examples (from the list of similar projects) of design documents prepared by the A/E firm that illustrate an understanding of the scope requirements. If sub-consultants are proposed for the primary disciplines (civil, mechanical, electrical, process, architectural, and electrical), then separate lists and examples shall be provided for each sub-consultant.

6. Past Performance (15 POINT VALUE): Past performance in the last five (5) years on contracts in terms of cost control, quality of work, and compliance with performance schedules.

SECTION III – PROPOSAL CONTENT AND REQUIREMENTS

Include a list of all contacts of similar services performed for work in Alaska during the last five (5) years. Provide contact information.

7. Capacity to Accomplish the Proposed Work in the Required Time. (15 POINT VALUE):
If subconsultants are proposed, a clear statement of commitment (one (1) page per subconsultant) signed by an authorized official of the subconsultant must be included. The commitment shall include a definitive statement of the services to be performed.

SECTION IV – REVIEW OF PROPOSALS

1. **Responsiveness:**

Prior to evaluation, each RFQ shall be reviewed to determine whether or not it is responsive. Nonresponsive RFQ's shall be eliminated and will not be evaluated. Factors that may result in a RFQ being declared nonresponsive are:

- Not providing evidence of meeting the minimum requirements.
- Substantive and material conflicts of interest which were not declared and/or were declared and determined to be significant enough that ANTHC requested the potential firm not submit a RFQ.
- Substantive and material noncompliance to requirements of the solicitation RFQ submission guidelines.

2. **Evaluation Process:**

An evaluation committee consisting of ANTHC employees shall evaluate responsive RFQs. Each RFQ shall be independently evaluated by each member of the evaluation committee.

The evaluation will be based on the evaluation factors and values stated in this solicitation.

Discussions, presentations, and/or site inspections, if held, may result in individual evaluation committee members adjusting their scores. Evaluation factors not specified in this solicitation may not be considered.

3. **Evaluation Factors:**

Project Execution and Management	25
Professional Qualifications	20
Specialized Experience	25
Past Performance	15
Capacity to Accomplish Work	15
Maximum Possible	100 Points

4. **Price Proposal:** Price is not an evaluation factor. There shall be no discussion of price in the initial response. The top ranked firm(s) selected for contract negotiations will be required to submit a fee schedule and detailed pricing information within ten (10) business days of notification.

5. **Discussions:** As determined by the evaluation process, firm's reasonably susceptible of award may be offered the opportunity to discuss their proposal with the contracting officer or evaluation committee and the proposal may be adjusted as a result of the discussion. Firms may also be allowed to submit a best and final proposal as a result of the discussion.

6. **Presentations:** ANTHC reserves the right to require an oral presentation. As determined by the evaluation process, firms reasonably susceptible of award may be afforded the opportunity to give an oral presentation. If so afforded, firms will be notified in writing of

SECTION IV – REVIEW OF PROPOSALS

the presentation's requirements, date, time, location, and amount of time allowed for the presentation and/or questions and answer period. Time frames will be strictly enforced.

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

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

REQUEST FOR QUALIFICATIONS
ANTHC 20-R-76159
ANTHC MULTI-DISCIPLINED ARCHITECTURAL AND ENGINEERING
FEMA EARTHQUAKE REPAIR WORK
SCOPE OF SERVICES

October 2, 2019

I. Introduction:

The Alaska Native Tribal Health Consortium (ANTHC) located in Anchorage, Alaska, require the services of multi-disciplined architectural and engineering (A&E) consultant teams that have specialized experience designing a wide variety of earthquake repair work in healthcare and related facilities.

II. Background:

ANTHC are working with the Federal Emergency Management Agency (FEMA) on repair work resulting from the M7.0 earthquake that struck Southcentral Alaska on November 30, 2018. ANTHC's Strategic Access Development Team (SAd) is managing the work. SAd is a team of highly experienced professional architects and engineers, space planners, and construction managers that execute projects ranging in size and scope from the design of large new facilities to single room renovations. The SAd team members will serve as the ANTHC contact person and project managers of delivery orders issued under this contract. They also represent the various stakeholder groups throughout the completion of the project. Prospective consultant teams must at a minimum be able and willing to do the following:

- Provide a versatile consultant team that complements the SAd team's expertise
- Form a scalable consultant team that will execute the design vision provided by the SAd project manager.
- Provide innovative design solutions within the constraints set by the SAd project manager.

III. Term Contract Requirements and Scope Description:

A. Minimum Requirements

Every A&E firm that responds to this RFQ must meet the following minimum requirements to be considered responsive.

- All principles and members of the Consultant team must be currently registered in the State of Alaska by the State Board of Registration for Architects, Engineers, and Land Surveyors.
- Demonstrate a multi-discipline team includes architect, civil engineer, structural engineer, mechanical engineer, electric engineer, geotechnical, and cost estimating.
- Five (5) years hospital and large educational institution related design experience as described in this solicitation.
- Five (5) years planning and design experience in the State of Alaska.

B. General Requirements

The scope of services required under this contract includes architectural and engineering services associated with all facets of a project including planning, design, construction and operations associated with but not limited to the following damages:

ID	Bldg	Damage Description
281396	ASI	Ceiling Tiles -Multiple wood ceiling tiles fallen out and loose 1st Floor
281397	ASI	Ceiling Tiles -Multiple wood ceiling tiles fallen out and loose Third Floor
281400	COB	COB Floor Subsided -1st floor has subsided in many locations.
281406	Diplomacy	Parking Lot Settlement -Significant settling and potholes throughout the parking lot.
281408	HCB	HR Floor has subsided. -The floor along the east side of HR has subsided. Floor is no longer level. Penthouse Pipe Penetrations -The pipe penetrations between the AHU and pump rooms need to be patched and sealed. Penthouse Pipe bracing -Pipe bracing needs to be reinstalled in boiler/pump room as well as AHU room.
281417	HCB	HCB Front Entry Floor Subsided -The floor has subsided and floor tile has crack.

C. Specific Requirements

The Consultant shall prepare and submit a customized project work plan at the award of each delivery order. The project work plan should describe how the team plans to manage the work and deliver the project. The project work plan shall, at a minimum, contain the following items:

- Project Schedule
- Team organization diagram and contact information

Each individual delivery order may identify specific code requirements in addition to or in lieu of the applicable codes and guidelines listed below:

- Municipality of Anchorage Title 23 – Building Codes. Abide by any applicable codes of technical regulation currently adopted by the Municipality of Anchorage. Codes to be considered for exclusion from the design, shall be approved by the ANTHC prior to exclusion.
- Anchorage Municipal Title 21 Land Use Code: applicability of this code will depend on the ownership of the property.
- Indian Health Services Architect and Engineer Design Guide: With minor exceptions/exclusions, delivery orders completed under this contract will follow the guidelines, and process outlined in the most current Indian Health Services Architect and Engineer Design Guide (available at <https://www.ihs.gov/des/publications/>).

- Tudor Center Trust Architectural Committee: The exterior architectural, civil, and landscaping design for the modification or addition of campus facilities must be approved by the Tudor Center Trust.

IV. Delivery Order Deliverables

Each individual delivery order will identify what deliverables are required. All delivery order deliverables shall be made in the following formats and quantities unless otherwise specified within the delivery order.

- Written Material: All written material shall be provided in original form on bond paper and Adobe Acrobat PDF and in Microsoft electronic editable format. All printed material shall be generated from the PDF file to maintain consistency between the electronic and paper media. Written deliverables shall include:
 - Project manuals - Two (2) hard copies and One (1) electronic copy compiled into a single PDF file
 - Specifications - Two (2) hard copies and One (1) electronic copy compiled into a single PDF file.
- Drawings: Both hardcopy and electronic deliverables shall conform to the ANTHC and DEHE CAD Standards. Drawing deliverables shall include:
 - Drawings - One (1) - full-size bond hardcopy, Five (5) - 11"x17" bond hardcopy, One (1) electronic copy compiled into a single PDF file, and all associated AutoCAD and Revit files.
- Electronic media shall not have security enabled.
- Consultant shall set up an FTP client access site for prompt sharing of files, images, and project information during the project.

V. Delivery Order Schedule

Each delivery order will outline the desired project schedule, ANTHC review timelines, and any other unique requirements (sequencing/phasing, timeline constraints, etc).

VI. Delivery Order Fee Proposals

The delivery order scope of work for individual projects shall be determined by ANTHC based on specific project needs. A scope of work may include whole projects or single and multi-discipline deliverables in support of projects.

The Consultant shall provide a detailed fee proposal delineating each specific task, the hours required per employee per task, and the cost of labor and expenses associated with each task. All of the sub consultants working for the Consultant shall follow the Consultant's format in preparing their respective fee proposals. The Consultant shall attach the sub consultant's fee proposals for reference

The Consultant will be permitted no more than 5% markup on self-performed labor only, and no more than 5% markup on subcontract performed work.

End of Scope of Work

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM
Architect/Engineer Contract
General Provisions

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1. DEFINITIONS

When used in this Contract, the following terms (singular or plural) printed with initial capital letters have the following definitions:

- (a) Alaska Native Tribal Health Consortium or ANTHC – the entity with which Contractor has contracted regarding the work, and which has agreed to pay Contractor for the performance of the work, pursuant to the terms of this Contract. ANTHC is a consortium of tribal entities and is a "tribal organization" as defined in the Indian Self-Determination and Education Assistance Act, Public Law 93-638, as amended ("ISDEAA"). ANTHC, in conjunction with Southcentral Foundation, operates and manages the Alaska Native Medical Center and provides other health-related services under a Compact of Self-Governance with the United States of America, as authorized pursuant to Public Law 105-83 § 325, and ISDEAA.
- (b) Contract - This written contract for services between ANTHC and Contractor, including all Delivery Orders hereunder.
- (c) Contracting Officer - The person who signed this Contract on behalf of ANTHC, and any duly appointed successor or designated authorized representative.
- (d) Contractor - The entity providing services under this Contract.
- (e) Delivery Order – The written request from ANTHC for services, setting forth guidelines and criteria along with the time and schedule of performance and compensation for a specific project(s) to be performed by Contractor under the terms of this Contract. If this Contract is for term services, it is contemplated that ANTHC may issue numerous Delivery Orders.
- (f) Project Manager - ANTHC's representative in charge of the project and Contractor's primary point of contact with ANTHC.
- (g) Subcontractor - An entity or person having a contract with Contractor to provide services or materials with respect to a project or Delivery Order under this Contract.

2. OWNERSHIP AND USE OF DOCUMENTS AND WORK PRODUCT

- (a) The work products and deliverables – including documents, reports, surveys, plans, drawings, calculations, electronic files, specifications, cost estimates, summaries, and other items necessary for or associated with the performance of work – prepared, developed, or furnished by Contractor under this Contract shall become and remain the property of ANTHC upon payment therefor. Contractor shall have no claim for further employment or additional compensation as a result of exercise by ANTHC of its full rights of ownership of these documents and materials. Contractor may retain a record copy for its own files at Contractor's expense.
- (b) Upon completion of any project or termination of this Contract, all of the above documents to the extent and in the form requested by ANTHC in the Delivery Order shall be promptly delivered by Contractor to ANTHC.
- (c) Any discovery or invention or copyrightable materials developed in the course of or resulting from work carried on under this Contract shall be the property of ANTHC. If ANTHC's source of funds for a given project is the federal government, any applicable federal patent and copyright rules also apply and take precedence over contrary provisions herein. Rights of use for public purposes of work products and/or intellectual property and/or intangible property under federally assisted projects shall be governed by the provisions of federal OMB Circulars A-110 and A-102 as applicable.
- (d) Ownership of deliverables and work products shall be vested in and shall become the property of ANTHC and ANTHC shall have unlimited rights of use for the benefit of ANTHC. Reuse of documents

for a project other than that for which they were developed, without written verification or adaptation by Contractor, will be at ANTHC's risk.

- (e) When Delivery Orders are issued by another authorized entity, that entity shall have the rights identified above.

3. NON-EXCLUSIVITY

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

4. MANAGEMENT PLAN AND KEY PERSONNEL

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

5. TIME OF PERFORMANCE

- (a) The timely and expeditious completion by Contractor of all professional services provided pursuant to this Contract, including without limitation any Delivery Order executed hereunder and any amendments hereto, is of the essence. Contractor shall employ, engage, retain and/or assign an adequate number of personnel throughout the term of this Contract to accomplish such timely and expeditious completion of services.
- (b) Should the Contractor fail to commence, provide, and/or perform any of the services required under this Contract in a timely, continuous, diligent and expeditious manner, ANTHC may consider such failure as justifiable cause to terminate this Contract and/or any Delivery Order.

6. OWNERSHIP OF REAL AND PERSONAL PROPERTY

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

related to specific ownership which may impact planning, design, and construction projects under this Contract.

7. RESPONSIBILITY FOR TECHNICAL QUALITY

- (a) Contractor shall be responsible for the professional quality, technical accuracy and coordination of all designs, drawings, reports, surveys, specifications, estimates and other services performed or furnished by Contractor under this Contract, whether services are performed directly by Contractor or by a Subcontract. Contractor is responsible for ensuring that the work meets all applicable federal, state and local laws and regulations. The final plans and specifications, surveys, and/or reports shall be stamped by the appropriate responsible professional engineer, licensed to practice in the State of Alaska. ANTHC shall not be responsible for discovering deficiencies in the technical accuracy of work performed or furnished under this Contract. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in designs, drawings, specifications, and other services provided under any Delivery Order.
- (b) Neither ANTHC's review, approval or acceptance of, nor payment for, the services required under a Delivery Order shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and Contractor shall be and remain liable to ANTHC in accordance with applicable law for all damages to ANTHC caused by Contractor's negligent performance of any of the services furnished under this Contract.

8. DESIGN WITHIN BUDGET LIMITATIONS

- (a) Contractor shall accomplish the design services so as to permit the award of a contract, using standard practices of ANTHC for the construction of the facilities designed, at a cost within the budget estimate or budget limitations established by ANTHC and provided to Contractor. If the lowest responsive and responsible bid received by ANTHC within six months of ANTHC's acceptance of the designs, plans, drawings, specifications and bid documents produced by Contractor exceeds the established budget, ANTHC may: (1) give written approval to increase the budget accordingly, (2) authorize negotiating or rebidding of the project within a reasonable time, or (3) cooperate in revising the project's requirements within sound professional practices. In the case of (3), Contractor shall modify the drawings and specifications and bid documents as necessary to bring the construction cost with the established budget. As total compensation in the case of (3), ANTHC shall pay Contractor's costs including overhead expenses and reimbursable expenses, but without profit.
- (b) If Contractor finds that a project under design is likely to exceed the established budget and is unable to design a usable facility within the budget, Contractor will promptly notify the Contracting Officer and propose budget adjustments. Upon receipt of such information, ANTHC may: (1) revise the project scope or materials to meet the established budget, or (2) give written approval to increase the budget limitation accordingly.
- (c) When bids or proposals are not solicited or are unreasonably delayed, ANTHC may prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the established budget.

9. INDEPENDENT CONTRACTOR

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

10. FLOW-DOWN PROVISIONS

ANTHC reserves the right, in its discretion, to require Contractor to include any terms or conditions of this Contract, by Delivery Order, into any contract between Contractor and its Subcontractor performing work

under this Contract. In the event ANTHC notifies Contractor of required flow-down terms after a Delivery Order is made, resulting in increased costs to Contractor due to amendments of a subcontract(s), ANTHC will make an equitable adjustment(s).

11. CHANGES AND ADDITIONAL SERVICES

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

12. PAYMENT TO CONSULTANT

The terms of payment to Consultant will be described in each Delivery Order under this Contract.

13. ORGANIZATIONAL CONFLICTS OF INTEREST

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

14. INSPECTION AND PERIODIC CONTACT

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

15. COMMUNICATION AND PROJECT RECORDS

- (a) Contractor shall ensure that the design process and products are clear and understandable to ANTHC's Project Manager and Contracting Officer. Contractor shall make diligent efforts to communicate clearly, effectively, and in a timely manner with ANTHC and the Project Manager. Contractor shall actively seek the input of ANTHC on design decisions and shall, upon request, prepare such documents as are required for presentations to the ANTHC Board or staff, Municipal or Tribal Healthcare Organizations, and federal agency representative(s) as ANTHC deems necessary.
- (b) All communications, submittals, transmissions of information between ANTHC and Contractor or Contractor's Subcontractors shall occur between the ANTHC Project Manager or Contracting Officer and Contractor's Project Manager, unless otherwise agreed to by both parties in writing.
- (c) Contractor shall notify the ANTHC Project Manager at least two weeks in advance, unless a shorter period is approved by ANTHC, of (1) all project meetings where material or major decisions, direction, and/or information related to the project will be presented, discussed, or reviewed with any of the design team members or ANTHC; and (2) all Contractor trips to the project site.

- (d) Contractor shall maintain a complete written record of all aspects of the Delivery Order. The record shall include, but not be limited to, studies, reports, estimates, product information and designs required under Delivery Order, and all communications, comments, and responses related to this Contract. Contractor shall make copies of this documentation available to the Project Manager upon request.

16. CONFERENCE MEMORANDA

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

17. CODES, STANDARDS

Except to the extent otherwise provided in a Delivery Order that is a part of this Contract, all aspects of the planning and design work and products to be provided shall comply with the edition anticipated to be adopted by the authority having jurisdiction, when the final deliverable is made, for the following codes, standards, and handbooks, including, but not limited to:

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

It is Contractor's responsibility to determine the applicable codes, standards, and regulations applicable to each Delivery Order under this Contract. ANTHC will cooperate with Contractor to help determine applicability.

18. TERMINATION

- (a) ANTHC may at any time terminate this Contract or any Delivery Order in whole or in part for ANTHC's convenience or, in the case of Contractor's failure to fulfill its contract obligations, for cause. Termination shall be effected by the Contracting Officer delivering to Contractor a notice of termination specifying the nature, extent, and effective date of the termination.
- (b) Upon receipt of the notice of termination from the Contracting Officer, Contractor shall:
 - i. immediately discontinue all services and agreements affected (unless the notice directs otherwise), and
 - ii. transfer title and deliver to ANTHC all data, drawings, specifications, reports, estimates, summaries, and other information and materials generated or produced as a part of, or acquired in connection with, the performance of this Contract, whether completed or in process.

- (c) Contractor shall submit its final claim for payment to the Contracting Officer, with certification reasonably required by the Contracting Officer, no later than thirty days after the effective date of the termination, unless in extension is granted in writing by the Contracting Officer.
- (d) ANTHC shall pay for all services performed or furnished, and for reimbursable expenses, through the effective date of the termination. If the termination is for the convenience of ANTHC or for cause by Contractor, ANTHC shall additionally determine and pay a reasonable amount for services and expenses directly attributable to the termination after its effective date, based on costs provided to the Contracting Officer by Contractor. If the termination is for cause by ANTHC, Contractor shall have no right to anticipated profit on unperformed services.
- (e) If, after termination for cause by ANTHC, it is determined by a court of competent jurisdiction or by binding arbitration that Contractor did not breach the Contract, the rights and obligations of the parties shall be the same as if the termination were for the convenience of ANTHC.
- (f) Contractor may terminate for cause upon ten days' written notice to the Contracting Officer if Owner is in substantial breach of the material terms of this Contract, provided, however, that if Contractor seeks termination for nonpayment, ANTHC may cure that default by providing payment due before the expiration of the ten-day notice period.
- (g) Contractor may seek to terminate for convenience by written notice to the Contracting Officer requesting termination not less than thirty days from the delivery of the notice. ANTHC reserves the right to accept or deny the request and no such termination shall become effective unless and until Contractor is notified in writing by the Contracting Officer of ANTHC's acceptance.
- (h) The rights and remedies of ANTHC provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

19. DISPUTES

- (a) All disputes shall be negotiated in good faith by the parties for a period of not less than twenty days from the date of written notice from one party to the other describing the nature of the dispute and the amount of money claimed, if any. If not satisfied at the end of this period, Contractor shall submit, no later than five days after the end of the period, a written claim with supporting documentation to the Contracting Officer who shall, in turn, promptly deliver it to the ANTHC Procurement Director. If the Procurement Director does not provide a final written determination on Contractor's claim within twenty days of the date on which Contractor submitted it, Contractor's claim shall be deemed denied.
- (b)(1) **Agreement to Arbitrate: Unless the parties mutually agree to pursue mediation or other alternate dispute resolution, all disputes under this Contract will be decided by arbitration;** provided, however, that ANTHC shall have the option, in its sole discretion, to pursue any claim(s) or to defend against any claim(s) in a court of competent jurisdiction rather than to arbitrate. Contractor shall not have this option.
- (2) Either party may make a demand for arbitration by filing such demand in writing with the other party. ANTHC may make this written demand within 60 days after the end of the 20-day negotiation period; Contractor may make this written demand within 60 days after the Procurement Director has either (i) issued a final written decision, or (ii) failed to issue a final written decision within the 20-day period as provided in Section 19(a). In no event shall demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations. If ANTHC elects to opt out of arbitration, it shall give written notice to Contractor within 30 days of receipt of the demand for arbitration. If ANTHC does not notify Contractor of its election to opt out of arbitration, or if ANTHC files a demand for arbitration, arbitration then shall be proceed in accordance with the

Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Article. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. ANTHC's election to opt out of arbitration shall leave both parties free to pursue the subject claim at law or equity, subject to the provisions of this Section 19.

- (3) No demand for arbitration or any other legal process may be made or initiated until the procedures and requirements of Section 19 have been exhausted. A party loses the power to file such a demand for arbitration if the demand is not sent within the 60-day time period set forth in Section 19(b)(2) and the final decision of the ANTHC Procurement Director shall become final and binding.
- (4) Notice of the demand for arbitration shall be filed in writing and sent by certified mail to the other party and to the American Arbitration Association.
- (5) Arbitration arising out of or relating to the Contract may not include by consolidation or joinder any person or entity who is not a party to this contract unless that (1) the inclusion is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and (2) such other person or entity is substantially involved in a question or law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and (3) such other person or entity consents in writing to such inclusion.
- (6) All disputes subject to resolution under this Section 19 are reviewable pursuant to the Alaska Revised Uniform Arbitration Act, AS 09.43.300, et seq. Any such review shall be brought in the Alaska Superior Court, Third Judicial District, Anchorage, Alaska.
- (7) The appointment of arbitrators shall be as follows:
 - a. For Claims less than \$1,000,000, there shall be one arbitrator. If the parties do not agree on an arbitrator after review of two lists of arbitrators from the American Arbitration Association (AAA) then the AAA itself, pursuant to its own Construction Industry Arbitration Rules (CIAR), may choose the arbitrator.
 - b. For Claims of \$1,000,000 or more, there shall be a panel of three arbitrators. Both parties shall agree to each arbitrator. If the parties cannot agree on three arbitrators after review of two lists from the American Arbitration Association, then the AAA itself, pursuant to its rules, may choose the remaining member(s).
 - c. Regardless of the amount of the claim, if the fair market value of equipment, or any other tangible or intangible property (including the value of a business) is in dispute, then both parties shall allow reasonable access to their premises and records for the purpose of viewing and evaluating such property.
- (8) Each party shall bear its own expenses, including attorney's fees, witness fees, transportation costs, reproduction costs, and other similar expenses related to its prosecution or its own claim or defense.
- (9) The arbitrators' award rendered shall include a concise breakdown of the award amount, specifically citing the applicable Contract provisions.
- (10) The award rendered by the arbitrator(s) will be final. Judgment may be entered upon it in any court having jurisdiction thereof.
- (11) The parties shall equally bear the fees and expenses of the arbitrators and any arbitration service unless the award provides otherwise.

- (c) Litigation of claims shall proceed only as provided in this Contract. Nothing herein shall affect ANTHC's right to terminate for convenience at any time.
- (d) Contractor shall proceed diligently with performance of this Contract pending final resolution of any claim or action it institutes under this Contract.

20. VENUE, GOVERNING LAW, FTCA, PRIVILEGES, WAIVER OF CLAIMS

- (a) Legal proceedings related in any manner to this Contract shall be conducted in federal district court in Alaska if it has jurisdiction over at least one of the asserted claims. Except for disputes subject to arbitration under Section 19, all disputes or claims hereunder shall be brought in a court of competent jurisdiction in Anchorage, Alaska.
- (b) This Contract shall be interpreted in accordance with federal law. In the absence of applicable federal law, this Contract is governed by and will be interpreted in accordance with the laws of the State of Alaska.
- (c) ANTHC is a tribal organization performing functions under a contract with the United States authorized by the Indian Self-Determination and Education Assistance Act, Public Law 93-638, as amended. ANTHC is deemed to be part of the Public Health Service in the United States Department of Health and Human Services while carrying out such contract and its employees are deemed employees of the Public Health Service while acting within the scope of their employment in carrying out the contract. ANTHC is protected from civil liability by various federal laws, including 25 USC § 5321(d), 25 USC § 1680c, section 314 of Public Law 101-512 and the Federal Tort Claims Act, 28 USC § 1346(b) and 28 USC §§ 2671-2680. Nothing in this Agreement shall be construed to prejudice ANTHC in any way or waive any of its rights or privileges pursuant to the foregoing and similar federal laws.
- (d) Notwithstanding any other provision of this Contract to the contrary, ANTHC expressly reserves the right to assert any applicable protections, privileges or immunities to which it may be entitled as a tribal organization, including federal and common law protections and immunity from suit; provided, however, ANTHC hereby expressly waives any sovereign immunity it may enjoy with respect to any and all controversies, claims and/or causes of action whether legal or equitable, arising out of or related to this Contract, except that this waiver does not extend to jury trials or to any civil action or proceeding to the extent such trial, action or proceeding is subject to 25 USC § 5321(d), 25 USC § 1680c, section 314 of Public Law 101-512, the Federal Tort Claims Act, 28 USC § 1346(b), 28 USC §§ 2671-2680, or similar federal protections.
- (e) Contractor hereby waives any and all future claims against ANTHC, its officers, employees, agents, or representatives, arising under this Contract for consequential, punitive, incidental, or special damages of any kind, amount, or nature, including without limitation claims for lost profits, economic loss, or stigma damages.
- (f) In the event of any controversy, claim or action between the parties to enforce the terms of this Contract or any Delivery Orders, or arising from the breach of any provision of this Contract or any Delivery Orders, the prevailing party will be entitled to recover all costs and reasonable attorney's fees incurred.

21. INSURANCE

- (a) Contractor shall obtain and maintain insurance as required by this Section.
- (b) Prior to commencing work, Contractor shall deliver to the Contracting Officer certificates of insurance evidencing that Contractor is maintaining the policies, coverages, and endorsements required by this Contract. ANTHC's failure to request evidence of insurance or failure to identify a deficiency in compliance shall not be deemed a waiver of Contractor's obligation to obtain and maintain such insurance.
- (c) All policies of insurance shall contain a provision or endorsement that the coverage will not be suspended, voided, canceled, materially changed, renewal refused, or reduced in coverage or in limits, until at least

ten days' prior written notice has been given to the insured. Within one day of receipt of such written notice, Contractor shall forward a copy of the notice to the Contracting Officer.

- (d) Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements from each Subcontractor. Insurance coverage provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.
- (e) All commercial insurance shall be carried with financially responsible insurance companies authorized to do business in the State of Alaska and that have an A.M. Best rating of A-VII or better.
- (f) Contractor shall obtain and maintain in force at all times during the term of this Contract policies of insurance of the following types and limits:

(1) **Workers' Compensation Insurance:** For Contractor's employees in the amount required under statutory limits. Where applicable, coverage for all federal acts (e.g., Longshoreman's, Jones Act).

(2) **Comprehensive (Commercial) General Liability Insurance:**

a. General Aggregate:	\$ <u>2,000,000.00</u>
b. Products Liability – Completed Operations:	\$ <u>1,000,000.00</u>
c. Personal and Advertising Injury:	\$ <u>1,000,000.00</u>
d. Contractual Liability:	\$ <u>1,000,000.00</u>

(3) **Excess Liability/Umbrella Insurance:** Required when design efforts result in construction costs exceeding \$1M

\$ 4,000,000.00

(3) **Professional Liability Insurance:**

a. Each Claim Made:	\$ <u>1,000,000.00</u>
b. Annual Aggregate:	\$ <u>2,000,000.00</u>

(4) **Automobile Liability Insurance:** Such insurance shall include coverage of all "owned," "hired," and "non-owned" vehicles or coverage for "any auto".

Combined Single Limit Per Occurrence

(Bodily Injury and Property Damage): \$ 1,000,000.00

- (g) Contractor shall maintain all policies and limits for the duration of this Contract plus one year following the date of final payment for any project hereunder. For each project, each policy shall name ANTHC as an additional insured and provide waivers of subrogation against ANTHC. Failure to furnish satisfactory evidence of insurance or lapse of any policy is a material breach and grounds for termination of the Contract. This Section shall survive the termination or expiration of this Contract.
- (h) The Contractor shall timely report in writing to the Contracting Officer any incident which might reasonably be expected to result in claims under any coverages mentioned herein.

22. NONDISCRIMINATION

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical disability. Contractor will ensure its employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age, sex, marital status or mental or physical disability. Such action shall include, without

limitation, employment, upgrading, demotion or transfer, recruitment or recruiting, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including posting in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. This provision shall be construed in a manner consistent with, and not in derogation of, Contractor's obligations under the Local Preference provisions of this Contract.

23. [RESERVED]

24. STANDARD OF CARE

The standard of care for all professional engineering and related services performed or furnished by Contractor under this Contract or other executed hereunder shall be the care and skill ordinarily exercised by members of the profession under similar conditions, circumstances, and limitations at the same time in Alaska.

25. RETENTION AND EXAMINATION OF RECORDS – AUDIT

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

26. COMPLIANCE WITH LAW

Contractor shall comply with all applicable federal, state and local laws and regulations pertaining to work performed under this Contract. If applicable, Compliance Requirements for Federally Funded Projects may be attached for ease of reference. ANTHC's failure to attach or otherwise expressly notify Contractor of compliance requirements shall not excuse Contractor's failure of compliance.

27. PERMITS, LAWS, AND TAXES

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

28. COMPARATIVE FAULT

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

29. LIABILITY AND INDEMNIFICATION; PATENT AND COPYRIGHT

- (a) To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend (with counsel and in a manner reasonably satisfactory to ANTHC) ANTHC and its officers, directors, agents, employees, successors and assigns (each an "Indemnified Party") from and against any and all claims, suits, losses, liabilities, penalties, fines, fees, judgments, demands, forfeitures, damages, causes of action for personal injury, property damages, trespass, nuisance, negligence, strict liability, professional liability or malpractice, patent, trade secret, copyright or any other intellectual property right, and the costs and expenses incident thereto (including, without limitation, costs of defense, settlement, and attorneys' fees) of whatever kind and nature, whether at law or in equity (each a "Claim") arising out of the performance of this Contract regardless of whether it is caused in part by an Indemnified Party, or any act or omission of, or breach of any term of the Contract by Contractor, lower tier Subcontractors, or their officers, directors, parent or subsidiary companies, affiliates, agents, employees or independent Contractors, whether or not Contractor was negligent, except to the extent such Claims are the direct result of the sole negligence of ANTHC or its officers, directors, agents or employees. The provisions of this Section shall survive the expiration or earlier termination of this Contract
- (b) Contractor shall pay all costs, expenses, and royalties arising from the use of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by ANTHC. Contractor warrants to ANTHC that any royalties or cost arising from the use of any design, device, or materials covered by letters, patent or copyright, in work performed or furnished under this Contract are included in the contract price under any Delivery Order. To the fullest extent of the law, Contractor shall indemnify, hold harmless, and defend (with counsel and in a manner reasonably satisfactory to ANTHC) ANTHC from and against any claim, suit, or proceeding brought against ANTHC which is based on a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the Contract, constitute an infringement of any patent or copyright of the United States. Contractor shall pay all damages and costs awarded against ANTHC in such matter. The provisions of this Section shall survive the expiration or earlier termination of this Contract

30. CONFIDENTIALITY

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

31. SUCCESSORS AND ASSIGNS

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

32. WAIVER

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

33. SEVERABILITY

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

34. INTEGRATION

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

35. FORCE MAJEURE

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

36. COMPLIANCE WITH ANTHC POLICIES

Contractor shall comply with, and shall ensure each of its Subcontractors, suppliers, and persons for whom they are responsible shall comply with, the following policies which have been adopted by ANTHC:

1. Compliance Awareness and Reporting Policy (#01-3007)
2. Conduct and Ethics Policy (#400)
3. Good Faith Reporting and Non-Retaliation Policy (#1200)
4. Screening Government-wide Debarment, Suspension and Exclusion Database Policy (#01-2005)
5. Tobacco Free Campus Policy (approved April 2006)
6. Background and Character Check Policy (approved September 2014)
7. It is the policy of ANTHC to actively seek participation of Alaska Native/American Indian-owned business concerns in its procurements (Section 3 of ANTHC's Purchasing and Procurement Policy (01-2007)). Contractor is encouraged to do the same regarding subcontracts or Delivery Orders for any part of the performance of this Contract.

ANTHC shall provide Contractor copies of these policies upon request.

37. RESPONSIBILITY FOR IDENTIFICATION AND COMPLIANCE WITH APPLICABLE LAWS

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

38. ORDER OF PRECEDENCE OF DOCUMENTS AND PROVISIONS

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

- (a) Contract;
- (b) Delivery Order,
- (c) Schedule,
- (d) Other Attachments.

39. DISSEMINATION OF INFORMATION

There shall be no dissemination or publication, except within and between ANTHC, Contractor, and any Subcontractors, of information or deliverables developed under this Contract without prior written approval of the Contracting Officer.

40. EMPLOYMENT NON-SOLICITATION

During the term of this Contract and for 12 months after its termination, Contractor shall not, either on its own account or through agents or other representatives of Contractor (a) solicit, interfere with, or endeavor to cause any employee of ANTHC to leave his or her employment in favor of employment with Contractor or related person or business entity, or (b) induce or attempt to induce any such employee to breach her or his employment agreement with ANTHC. The provisions of this Section shall survive the expiration or earlier termination of this Contract.

END

**ALASKA NATIVE TRIBAL HEALTH CONSORTIUM
CONTRACT TERMS
FOR
FEMA-RELATED CONTRACTS**

- I. GENERAL**
- II. NONDISCRIMINATION**
- III. EQUAL EMPLOYMENT OPPORTUNITY**
- IV. SMALL, ECONOMICALLY DISADVANTAGED, MINORITY-OWNED, AND WOMAN-OWNED BUSINESS ENTERPRISES**
- V. DAVIS-BACON AND RELATED ACTS; COPELAND ANTI-KICKBACK ACT**
- VI. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT PROVISIONS**
- VII. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**
- VIII. DEBARMENT AND SUSPENSION REQUIREMENTS**
- IX. PROCUREMENT OF RECOVERED MATERIALS**
- X. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**
- XI. BYRD ANTI-LOBBYING**
- XII. ACCESS TO RECORDS**
- XIII. CHANGES/MODIFICATIONS**
- XIV. NON-USE OF DHS SEAL, LOGO, AND FLAGS**
- XV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**
- XVI. NO OBLIGATION BY THE FEDERAL GOVERNMENT**
- XVII. PROGRAM FRAUD AND FALSE FRAUDULENT STATEMENT OR RELATED ACTS**

REQUIRED CONTRACT PROVISIONS

I. GENERAL

- 1. These Contract Terms for FEMA-Related Contracts (Terms) are made a part of the Contract and Contractor must include these Terms in each of its subcontracts and supplier agreements.
- 2. These Terms shall apply to all work performed on the contract by Contractor's own organization and with assistance of workers under Contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. Contractor's breach of any of the Terms may be sufficient grounds for withholding of progress payments, withholding of final payment, termination

of the contract, suspension / debarment or any other action determined to be appropriate by ANTHC.

II. NONDISCRIMINATION

Contractor shall comply with all applicable state and federal rules governing equal employment opportunity and non-discrimination. Contractor will provide services to ANTHC without discrimination on account of race, sex, color, religion, national origin, age, physical or mental disability, or veteran's status. Federal funds are used for this Contract and the Contract is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This clause constitutes notice to Contractor that Contractor may be required to comply, if applicable, with the following which are incorporated by reference to this Contract: (a) Equal Opportunity (E.O. 11246, as amended, 30 FR 12319) (Sept. 24, 1965)) (b) Drug-Free Work Place Act of 1988 (Public Law 100-690, 41 U.S.C. §§ 8101 et seq.) and (c) Utilization of Small Business Concerns.

III. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has

inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering

agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

IV. SMALL, ECONOMICALLY DISADVANTAGED, MINORITY-OWNED, AND WOMEN-OWNED BUSINESS ENTERPRISES

ANTHC will comply with applicable Federal regulations in OMB's Uniform Guidance for contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. For contracts utilizing Federal

funding, ANTHC may take affirmative steps to contract with small, economically disadvantaged, minority-owned or women-owned businesses, and may require its prime Contractors to take similar steps to maximize subcontractor participation by small, economically disadvantaged, minority-owned and women-owned businesses. ANTHC maintains discretion for projects funded without Federal monies and may take affirmative action as deemed necessary.

V. DAVIS-BACON AND RELATED ACTS, COPELAND ANTI-KICKBACK ACT

(A) Contractor understands that ANTHC performs many health-related programs, services, functions and activities as a party to a Compact of Self-Governance and Funding Agreement with the United States of America, pursuant to the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5321 et seq. The Work is to be performed at the Alaska Native Medical Center, which is jointly operated by ANTHC and the Southcentral Foundation, in facilities and on real property owned by the United States of America. Contractor shall comply with: (1) applicable provisions of the Davis-Bacon Act and Davis-Bacon Related Acts requiring the payment of laborers and mechanics at wages not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, (2) applicable provisions of the Copeland Anti-Kickback Act, 40 U.S.C. § 3145 and 18 U.S.C. § 874, (3) applicable regulations of such laws (e.g., 29 C.F.R. Parts 1, 3, and 5), and (4) applicable Executive Orders and administrative determinations. Contractor will cooperate with ANTHC to assure compliance of both Contractor and ANTHC with such laws, regulations, executive orders and administrative determinations.

(B)(1) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

(2) Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

VI. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT PROVISIONS

(Applicable to all FEMA contracts in excess of \$100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. ANTHC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

VII. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to ANTHC and understands and agrees that Contractor will, in turn, report each violation as required to assure notification to ANTHC, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to ANTHC and understands and agrees that Contractor will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

VIII. DEBARMENT AND SUSPENSION REQUIREMENTS

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor’s 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).
- (2) 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.
- (3) This certification is a material representation of fact relied upon by (insert name of recipient/ subrecipient/ applicant). If it is later determined that 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 (insert name of recipient/ subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) 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.

IX. PROCUREMENT OF RECOVERED MATERIALS

[Source: 2 CFR § 200.322, and 40 CFR part 247.]

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- 2) Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products . Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if Contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

X. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under 37 CFR §(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations an Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, “ and any implementing regulations issued by the awarding agency.

XI. BYRD ANTI-LOBBYING

- (1) Contractor certifies, by signing this Contract, to the best of his or her knowledge and belief, that:
 - a. 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 any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, 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.

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

(3) The Contractor also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly..

XII. ACCESS TO RECORDS

(1) Contractor agrees to provide ANTHC, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) Contractor agrees to provide ANTHC or the authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, ANTHC and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by ANTHC or the Comptroller General of the United States.

XIII. CHANGES

Change Orders:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. ANTHC and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

XIV. NON-USE OF ANTHC SEAL, LOGO, AND FLAGS

Contractor shall not use ANTHC seal(s), logos, crests, or reproductions of flags or likenesses of ANTHC officials without specific ANTHC pre-approval.

XV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that Federal assistance will be used to fund all or a portion of the Contract. Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

XVI. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

XVII. PROGRAM FRAUD AND FALSE FRAUDULENT STATEMENT OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this contract.

ATTACHMENT 1

Reimbursable Costs SERVICES COST SCHEDULE

I. PERSONNEL COST

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

Job Title	Base Labor Rate	Percent Overhead G&A	Dollar Amount Fully Burdened Labor Rate	Percent Profit	Total Hourly Rate
A. Contract/Program Manager	\$	%	\$	%	\$
B. Project Manager					
C. Project Architect					
D. Civil Engineer					
E. CAD/GIS Designer					
F. Technical Writer					
G. ...					
H. ...					
I. ...					
J. ...					

II. SUB-CONSULTING COST

Complete list of all sub-consultants and price rates

SUB-CONSULTANT NAME:

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

SUB-CONSULTANT NAME:

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

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

III. TRAVEL AND PER DIEM

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

A. Air Travel. ANTHC may, at its option, assume responsibility for purchasing airline tickets. If tickets are purchased by ANTHC, no overhead will be allowed Consultant. Otherwise, if tickets are obtained through Consultant, costs shall be billed under REIMBURSABLE COSTS. Under normal circumstances, it is expected that costs will be based on the prevailing 7-day advance purchase prices for coach fare.

B. Ground Transportation. Rentals shall be reimbursed at invoice cost and actual mileage charge, if any. Taxis shall be reimbursed at actual cost without markup.

C. Lodging and Meals. ANTHC will provide lodging for the Consultant at local hotels and/or bed and breakfast establishments. All meals will be provided to the Consultant at the ANTHC Hospital cafeteria. Unless authorized in advance, no lodging and/or meal costs will be reimbursed to the Consultant or included in any lump sum fees unless previously approved by ANTHC.

IV. PRINTING AND REPRODUCTION COSTS

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

V. OTHER COSTS

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

VI. REIMBURSABLE COSTS

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

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

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

SIGNATURE

Company Name (Type or Print)

Signature of Person Authorized to Sign

Date Signed

Typed or Printed Name and Title of Signer

SAMPLE