



***IMPORTANT NOTICE FOR
REQUEST FOR PROPOSALS 16106
DOA 2016-0800-3410***

FOR

Biomass Fueled Greenhouse Handbook

Interested firms shall register online to receive addenda and other information at <http://www.aideaaeaprocurement.org/>

The Authority may provide periodic e-mail notices regarding addenda or clarifications regarding this solicitation to those companies who reply.

All addenda and other notices will be posted and available at <http://www.aidea.org/> "Quick Links" Procurement Opportunities.

Contact: Althea Clapp
E-mail: aclapp@aidea.org
Alaska Energy Authority
813 West Northern Lights Blvd.
Anchorage, AK 99503
FAX: (907) 771-3044
Phone: (907) 771-3018

April 15, 2016

SECTION 1. INTRODUCTION AND INSTRUCTIONS

1.1 Purpose of this Request for Proposals (RFP)

Proposals are requested from qualified consultants to assist in developing and writing a Community Sustainability Handbook: Best Practices for a Biomass-Heated Greenhouse for Alaskan Schools. AEA is seeking responses from contractors who have experience in greenhouse systems in northern and arctic environments and demonstrate expertise in biomass, business planning, and curriculum development to create a handbook.

The overarching goal of this project is to create a guiding document that can be a tool to help cultivate sustainable, self-sufficient, and resilient communities throughout Alaska. The final deliverable for this project will be a practical handbook to help interested communities plan, build, and manage a school biomass-heated greenhouse that will be developed with the guidance of the project's steering committee.

Handbook format needs to be in eBook format for multiple reader-technologies and able to be hosted on AEA's website.

There is a large body of known information in the public domain that the contractor will be expected to collect, review and incorporate, as appropriate and relevant, into this project.

1.2 Minimum Contractor Requirements to Respond

In order for the proposal to be considered responsive, Offerors must clearly demonstrate within their proposal they have 3-years' experience developing handbooks similar to the one described herein.

Failure by Offeror to meet the minimum experience requirement will cause the proposal to be considered nonresponsive and the proposal will be rejected.

1.3 Issuing Office

Physical Address:

Alaska Energy Authority (AEA)
813 West Northern Lights Blvd
Anchorage, AK 99503

Contact: Althea Clapp
Telephone: (907) 771-3018
Facsimile: (907) 771-3044
Email: aclapp@aidea.org

A hard copy of this RFP, with associated contract documents may be picked up or requested from the Issuing Office during the regular work hours of 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m., Monday through Friday excluding state holidays. The document is available online at <http://www.aideaaeaprocurement.org/>

AEA assumes no liability for incorrect addresses or delivery of RFP packages by public or private carriers.

1.4 Mailing Address and Deadline for Receipt of Proposals

Offerors must submit 4-copies and 1-thumb drive or disk of their proposal to the Issuing Office, in a sealed envelope(s) clearly labeled and marked as a proposal:

From: Offeror's Return Address

To: Alaska Energy Authority, ATTN: Althea Clapp
813 West Northern Lights Blvd., Anchorage, AK 99503
Biomass Fueled Greenhouse Handbook - RFP 16106, DOA 2016-0800-3410

Proposals must be received in writing at the AEA Office, Attn: Althea Clapp, **no later than 2:00 p.m., Alaska Daylight Time May 25, 2016**. Failure to meet the deadline will result in disqualification of the proposal without review.

1.5 Questions about the RFP

Any technical or procedural questions regarding the RFP or contractual documents should be directed to the Procurement Officer. All questions that require clarification or interpretation of this RFP that cannot be answered by careful review of the document must be received in writing at the Issuing Office address before the due date for proposals. The Procurement Officer will respond in writing if the question cannot be answered by directing the Offeror to the appropriate section of the RFP. Copies of any written response to questions will be made available to all parties that register online.

Any technical or procedural questions or correspondence concerning protest of the intent to award of a contract (See sections 2.2 and 2.26) should be addressed to:

Althea Clapp, Senior Contracting Officer
Alaska Energy Authority
813 West Northern Lights Blvd.
Anchorage, AK 99503
Phone: (907) 771-3018, Email aclapp@aidea.org

1.6 Location of Work

The AEA offices are located in Anchorage, Alaska; although Contractor shall be responsible for producing work at its own facility.

1.7 Funding of the Contract

Funding for this project is a combination of a US Forrester Service grant and a State of Alaska appropriation.

1.8 Period of Performance

Contractor shall work closely with AEA to develop the handbook with first draft on or about September 30, 2016, and final book ready for print no later than March 31, 2017.

1.9 Solicitation and Advertising

In accordance with 2 AAC 12.220 notice of this solicitation for proposals is being published on the state of Alaska On-Line public notice Web site at www.state.ak.us

1.10 RFP/Contract Management

The Executive Director of the Authority, or their designee, must approve the contract and any amendments prior to execution.

The Project Manager will participate in the evaluation of proposals as a non-voting member; who may make recommendations for negotiations, and negotiate the final terms and conditions of the contract subject to the Procurement Officer's approval. The Project Manager is also responsible for contract administration that includes accepting proposals for changes, approving invoices and deliverables and evaluating performance.

The Procurement Officer, as defined by this RFP, is responsible for conducting the solicitation and overseeing the work of the Project Manager and Evaluation Committee to assure compliance with state procurement policy and AEA guidelines, making determinations with respect to a protest or claim as required by law, and final review and approval of the contract for the Executive Director of the Authority.

1.11 News Releases

News releases pertaining to this RFP or the project to which it relates shall not be made without prior approval of the Project Manager. The Contractor will be required to coordinate with the Issuing Office of this RFP before making any response to a request for information regarding this project.

1.12 Definitions

For the purposes of this RFP and any resulting contract, the following definitions apply:

- “State” would be taken to mean AEA as an entity of the state or other departments within the state depending on the context of the clause.
- “The Authority” or “AEA” refers to the Alaska Energy Authority, a separate corporation as defined by AS 44.83.020.

SECTION 2. STANDARD PROPOSAL INFORMATION

2.1 Proposal Preparation Costs

The Authority will not pay any cost associated with the preparation, submittal, or presentation of any proposal.

2.2 Required Review - Protests Prior to Award

Offerors must carefully review the RFP for defects and questionable or objectionable material. Such defects must be reported to the contact person at the issuing office in writing and received prior to the deadline for receipt of proposals. This will allow sufficient time for the Procurement Officer to issue an addendum if warranted, and will help prevent the evaluation of proposals based on a defective RFP.

AS 36.30.560 - 565, provides that an interested party may protest alleged improprieties or ambiguities in the content of a solicitation (RFP). If a potential Offeror wishes to protest the content of a solicitation, the Procurement Officer must receive the protest, in writing, at least ten days prior to the deadline for receipt of proposals. The protest must include the same information noted in Section 2.26. "Protests After Award". Protests based on an omission, error, or the content of the RFP will be disallowed if notice of the defect is not made as set out above.

2.3 Questions Received Prior to Opening of Proposals

Two types of questions generally arise. The first type of questions may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. The other type of questions may be more complex and may require a written amendment to the RFP. The Procurement Officer will make that decision. All complex questions will be confirmed in writing.

2.4 Addenda to the RFP

Addenda to this request for proposals may be issued at the Authority's option. An interested Offeror, however, may request modifications to the scope, specifications, or administrative requirements. Final acceptance or denial of the request is the decision of the Procurement Officer. Failure of the Procurement Officer to respond in writing to a request for addenda to the RFP shall be considered a rejection of the request. All addenda will be in writing and issued to all persons who receive copies of this RFP.

2.5 Correction, Modification, or Withdrawal of Proposals

A proposal may be corrected, modified or withdrawn by providing a written request from an authorized agent of the Offeror to the contact person before the time and date set for receipt of the proposals. After proposals are opened, modifications may be allowed prior to completion of the evaluation process if the Evaluation Committee determines that it is in the best interest of the Authority to solicit modifications or best and final offers. Modifications to proposals or best and final offers will be solicited in accordance with AS 36.30.240 and 2 AAC 12.290. The apparent successful Offeror may be requested to modify or correct his proposal during contract negotiations to the extent it is in the best interest of the Authority (2 AAC 12.315).

2.6 Authorized Signature

An individual authorized to bind the Offeror to its provisions must sign proposals. The proposal must remain valid for at least sixty (60) days from the proposal receipt deadline.

In responding to this RFP the individual signing the response is certifying under penalty of perjury that the price submitted was independently arrived at without collusion.

2.7 Offeror's Certification

By signature on their proposal, Offerors certify that they are complying with: 1) the laws of the state of Alaska; 2) the applicable portion of the Federal Civil Rights Act of 1964; 3) the Equal Employment

Opportunity Act, the Americans with Disabilities Act (ADA) and the regulations issued there under by the federal government; and 4) all terms and conditions set out in this RFP. If any Offeror fails to comply with 1) through 4) of this paragraph, the Authority reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

2.8. Human Trafficking

By signature on their proposal, the Offeror certifies that the Offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>.

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

2.9 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individual working on the contract has a possible conflict of interest. If there is a conflict of interest or appearance of such a conflict, a brief description of the nature of the conflict must be included in the statement. AEA will evaluate the nature of the conflict and the bidders' statement and make a determination whether in its opinion a conflict of interest exists. This decision shall be made solely in AEA's best interest. If the Authority determines that there is a conflict of interest the offer shall be determined to be non-responsive. If a conflict of interest is discovered after contract award, the Authority, after review of the facts surrounding the conflict, may terminate the contract.

2.10 Licenses

At the time the proposals are opened, all Offerors must hold a valid Alaska Insurance License required under AS 21 (such as a Surplus Lines Brokers License issued under AS 21.27). Proposals must be submitted under the name as appearing on the Offeror's current Alaska Insurance License, in order to be considered responsive. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Insurance, P. O. Box 110805, Juneau, Alaska 99811-0805, for information on these licenses. Offerors must submit evidence of a valid Alaska Insurance License with the proposal. An Offeror's failure to submit this evidence with the proposal may cause their proposal to be determined non-responsive. Acceptable evidence that the Offeror possesses a valid Alaska Insurance License may consist of any one of the following:

- (a) Copy of an Alaska Insurance License with the correct NAIC or NIPR code;
- (b) Certification on the proposal that the Offeror has a valid Alaska Insurance License and has included the license number in the proposal;
- (c) A canceled check for the Alaska Insurance License fee with accompanying documentation indicating that the license will be or is in the process of being issued by the Division of Insurance;
- (d) A copy of the Alaska Insurance License application with a receipt stamp from the State's Division of Insurance licensing office; or
- (e) A sworn and notarized affidavit that the Offeror has applied and paid for the Alaska Insurance License.

You are not required to hold a valid Alaska business License at the time proposals are opened if you possess a valid Insurance License issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance.

The contractor and subcontractors will be required to have an Alaska Business License as may be required by the Department of Commerce, Community and Economic Development prior to contract award.

2.11 Subcontractors

The Offerors may subcontract portions of the project tasks. Offerors will be required to submit the names and addresses of all subcontractors and the type and percentage of work they will be providing.

The successful contractor must supply proof of appropriate subcontractors' Alaska business licenses for those businesses that will be doing work inside Alaska within a reasonable time after the Notice of Intent to Award is issued according to AS 36.30.210(a).

If the successful contractor proposes to accomplish more than 50% of the work through subcontractors, they must provide a written statement that they are not operating as a joint venture with the other contractors and will be solely responsible for all work products, profits, and losses, as they relate to the performance of this contract. Failure to provide this statement may result in the proposal being declared a "joint venture" proposal for the purpose of calculating the Alaska Proposer preference.

2.12 Joint Ventures

Joint Venture proposals will not be accepted for the performance of this contract.

2.13 Disclosure of Proposal Contents

AS 36.30.230 requires that the procurement officer open proposals so as to avoid disclosure of contents to competing Offerors during the process of negotiations. To the extent that the Offeror designates and the procurement officer concurs, trade secrets and other proprietary data contained in proposals may be considered confidential. Any material considered confidential must be clearly noted in the proposal and include a brief statement as to the need for confidentiality. All proposals and related information will become public information after issuance of the Notice of Intent to Award.

AS 36.30.510 requires that the contract files include a copy of each proposal submitted and are open to reasonable inspection by the public. All proposals and material submitted become the property of the Authority and may be returned only at the Authority's option. All proposals submitted will be kept on file by the Authority for a minimum of two years.

2.14 Multiple or Alternate Proposals

In accordance with 2 AAC 12.830, multiple or alternate proposals may be considered responsive provided they meet the minimum requirements noted in Sections 1.2 and 6 of this solicitation. Alternate or multiple proposals would be evaluated as separate proposals subject to the same evaluation criteria in Section 7.

2.15 Right of Rejection

Offerors must comply with all of the terms of the RFP, with AS 36.30, the state Procurement Code, and all applicable local, state, and federal laws, codes, and regulations.

The Procurement Officer, based on recommendations of the Evaluation Committee, may reject any proposals that do not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Minor informalities, that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other offers; that do not change the meaning or scope of the RFP; that are trivial, negligible, or immaterial in nature; that do not reflect a material change in the work; or, that do not constitute a substantial reservation against a requirement or provision may be waived by the Procurement Officer.

AEA reserves the right to reject all proposals if it is determined that award would not be in the best interest of the Authority in accordance with AS 36.30.350. If all proposals are rejected, they will be returned in accordance with AS 36.30.230(B).

2.16 Evaluation of Proposals

All responsive proposals received will be reviewed and evaluated by a committee that will be made up of AEA representatives or staff. Other representatives may be added as appropriate, provided the Evaluation Committee is made up of at least the designated procurement officer and three public employees in accordance with 2 AAC 12.260. Each member shall exercise independent judgment and no member's vote or score will be weighted more than any other. The evaluation will be based on the evaluation factors set out in Section 7 of this RFP.

2.17 Alaska Proposer's Preference

Does not apply due to federal funding.

2.18 Cost Evaluation Formula

Attachment D Cost shall be completed and returned as part of the proposal, in addition the cost proposed shall be used to establish the Contract cost. The distribution of points based on cost will be determined as follows per AS 36.30.040, .210, .250, and 2 AAC 12.260(d). The lowest priced proposal receives the maximum number of points allocated to price. Other allocations are determined by this formula:

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

What determines the "lowest priced proposal" is further clarified in Section 7.5 of this RFP.

2.19 Interviews for Clarification

The Evaluation Committee (EC) may require Offerors to provide clarification of certain points in their proposals prior to completion of the evaluation process through interviews. The purpose of the interviews is to ensure that the Evaluation Committee has a more complete understanding of the contractor's proposal. Material changes to proposals or negotiations are not allowed in this process. Information requested for the purposes of clarification will be limited to verification of statements made in the Offeror's proposal.

All Offerors who are in the highest competitive range will be given similar opportunities, as required, for clarification. Interviews will be conducted in such a manner that information derived from competing Offerors is not disclosed. Interviews will be scheduled at the convenience of the Issuing Office. AS 44.62.310 does not apply to meetings with Offerors conducted under this section. Interviews may be conducted by teleconference.

If the Evaluation Committee requests the highest scoring Offerors to participate in an oral presentation combined with a structured interview, Offerors will be required to have in attendance and available for interview, at least the key proposed staff. Offerors shall be notified of the date, time and place of the oral presentation and structured interview by the EC.

2.20 Discussions for Best and Final Offers

The Authority may require written or oral submittals from Offerors for the purpose of clarification in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these submittals will be to ensure the Offeror has a full understanding of the requirements of the RFP. Discussions will be limited to sections of the RFP identified by the Evaluation Committee.

Discussions, if held, will be with Offerors who have submitted a proposal deemed reasonably susceptible for award by the Evaluation Committee. Discussions would be after the Evaluation Committee has completed the preliminary evaluation of proposals. If modifications are made as a result of these discussions they will be put in writing.

Following discussions, the Evaluation Committee may set a time for best and final proposal submissions from those Offerors with whom discussions were held. Re-evaluation of the best and final proposals will be limited to the specific sections of the RFP opened to discussion by the procurement officer.

2.21 Contract Negotiations

Upon completion of the evaluation process, contract negotiations will commence in accordance with 2 AAC 12.315. It is anticipated that all contract negotiations will be held at the Authority, 813 West Northern Lights Blvd., Anchorage, Alaska, or by teleconference.

2.22 Failure to Negotiate

If the selected Offeror fails to provide the necessary information for negotiations in a timely manner, negotiate in good faith, or cannot perform a substantial portion of the contract within the amount of budgeted funds available for the project, the Authority may terminate negotiations and negotiate with the next highest ranked contractor, or terminate the award of the contract.

2.23 Notice of Intent to Award

After completion of the evaluation process and contractor negotiations, the Issuing Office will issue a Notice of Intent to Award to all Offerors. This notice will contain the names and addresses of all the Offerors including the intended recipient of the contract.

2.24 Informal Debriefing

Any unsuccessful Offeror may request and receive an informal debriefing either ten (10) working days after the Notice of Intent to Award is mailed out or, if there is a protest, upon completion of the protest process. 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. A formal review may be requested by writing to Althea Clapp, at the Issuing Office address.

2.25 Protests after Award

In accordance with AS 36.30.560, an interested party may protest an award of contract or the proposed award of a contract, or a solicitation by an agency. The protest shall be received in writing at the address below within ten (10) calendar days after the Notice of Intent to Award is issued.

Tom Erickson, Chief Procurement Officer, Phone: (907) 771-3951
Alaska Energy Authority, 813 West Northern Lights, Anchorage, AK 99503

The protest must include the following information:

1. The name, address, and telephone number of the protester;
2. The signature of the protester or the protester's representative;
3. Identification of the contracting agency and the solicitation or contract at issue;
4. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and;
5. The form of relief requested.

Protests filed by telex or telegrams are not acceptable because they do not contain a signature. Fax copies of the protest containing a signature are acceptable.

Offerors will be notified of any protest. Review of protests, decisions of the procurement officer, hearings and appeals will be conducted in accordance with the State Procurement Code AS 36.30.550 – 615 of the state Procurement Code.

SECTION 3. STANDARD CONTRACT INFORMATION

3.1 Contract Type

The contract resulting from this RFP will be based on time and materials to produce the guide with a not-to-exceed amount proposed by Offeror herein. Optional work will be requested on a separate work-order basis in which case the contract would be amended based on a negotiated scope, schedule, and cost for the requested services as needed.

3.2 Contract Approval

This RFP does not, by itself, obligate AEA. The Authority's obligation will commence when the Executive Director of AEA or, the Executive Director's designee approves the contract. Upon written notice to the Contractor, the Authority may, if it wishes, set a different starting date for the contract. AEA will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the contract start date set by AEA.

3.3 Insurance Requirements

The successful Offeror must secure satisfactory insurance coverage as required by the Department of Administration, Division of Risk Management. Failure to provide evidence of adequate coverage is a material breach and grounds for termination of the contract.

Offerors must review Appendix B2 to Form 02-093 for details on coverage requirements. A copy is included as Attachment B to this RFP.

3.4 Standard Contract Provisions

The successful Offeror will be required to sign the standard agreement form for professional services, Form 02-093. A copy is included in the contract documents package for your reference. The Contractor will also be required to comply with the general contract provisions of Appendix A to this form. Any alteration of these general provisions must be approved by the Department of Law before the Authority's Procurement Officer can accept the contract.

3.5 Proposal as Part of the Contract

All or part of the final proposal may be incorporated into the final negotiated contract.

3.6 Additional Terms and Conditions

AEA reserves the right to include additional terms and conditions during the contract negotiations. These terms and conditions must be within the scope of the original RFP and contract documents, and will be limited to cost, clarification, definition, and administrative and legal requirements.

If after award of a contract: 1) a conflict arises between terms offered in contractor's proposal and the terms of the contract or RFP the terms of the contract or RFP will prevail. 2) If the Authority's rights would be diminished as a result of application of a contractor's supplemental term or condition included in the contractor's proposal, the supplemental term or condition will be considered null and void.

3.7 Payment Procedures

The Authority intends to pay the contractor a negotiated sum based upon satisfactory completion of tasks, review of the required deliverables, and submission of an invoice from the Contractor.

No payment shall be made until the invoice has been approved and authorized by the Project Manager. Under no condition will the Authority be liable for the payment of any interest charges associated with the cost of the contract.

The Authority is not responsible for and will not pay any local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency. If a contractor is delinquent on payment

of state taxes the payment provisions of the contract may be subject to review and approval by the Department of Revenue prior to award.

3.8 Contract Personnel

The Authority reserves the right to approve or disapprove any change in the successful Offeror's project team members whose participation in the project is specifically offered in the proposal. Similarly, changes in the amount of participation by key project members will require AEA approval. This is to ensure that persons with vital experience and skill remain fully involved in the project.

Requests for any change in contractor personnel shall be submitted in writing to the Authority for the Authority's review and sign-off before the change is made. Contractor personnel changes, not approved by the Authority, may be cause for the Authority to terminate the contract.

3.9 Subcontractors

The Authority must approve the use or replacement of subcontractors. Provide a list of potential subcontractors and a one-page resume for each subcontractor including brief descriptions of previous work and three references. Replacement of subcontractors may only be made in accordance with approval of the Project Manager and the terms of the final negotiated contract.

3.10 Disputes

Any contract dispute associated with this RFP or the contract will be resolved in accordance with AS 36.30 the state procurement code and regulations.

3.11 Contract Invalidation

If any provision of the contract awarded as a result of this RFP is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

3.12 Termination for Default

If the Contractor refuses or fails to perform the work, or any separable part thereof, with such diligence as will ensure its completion within the written contracted time frame, the Authority may, by written notice to the contractor, terminate the right to proceed with the work or such part of the work as to which there have been delays. This clause does not restrict AEA termination rights under the general contract provisions of Appendix A, which is attached to this RFP in the contract documents.

3.13 Conflict of Interest

The Contractor may be precluded from participating in future projects that are generated by or in conflict with the performance of this contract and may result in financial benefit to the Contractor.

3.14 Assignment

The Contractor may not assign any portion of the contract without prior written approval from the Procurement Officer and the Project Manager.

3.15 Contract Changes – Unanticipated Amendments

During the course of performing the work required by this contract, the Contractor may be requested to perform additional work within the general scope of the contract.

When additional work is required, the Project Manager shall forward to the Contractor a description of the work to be accomplished and request that a proposal be offered within a given time period. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400. No additional work shall commence by the Contractor without an approved written contract amendment by the Procurement Officer.

3.16 Right to Inspect Place of Business

At reasonable times, the Authority may inspect those areas of the Contractor's place of business that are related to the performance of a contract. If the Authority makes such an inspection, the contractor must provide reasonable assistance.

3.17 Confidentiality and Ownership of Documents

All data, maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents, computer files and all other data compiled by or received by the Contractor under this Contract shall be treated by the Contractor as confidential and shall be delivered only to the Authority's Project Manager or other authorized officials as required in the contract. Their contents shall not be made known by the Contractor to any person other than personnel of the Contractor performing services under this Contract without written consent of the Authority.

3.18 Reimbursement to the Authority for Unacceptable Deliverables

The Contractor is responsible for quality, occurrence and completion of all work identified by the contract. All work shall be subject to evaluation and inspection by the Authority at all times to assure satisfactory progress, to be certain that work is being performed in accordance with the contract specifications, terms and conditions, and to determine if corrections and modifications are necessary. Should such inspections indicate substantial failure on the part of the Contractor, the Authority may terminate the contract for default. Furthermore, the Authority may require the Contractor to reimburse any monies paid (pro rata based on the identified proportion of unacceptable products received) and any associated damage costs.

3.19 Federal Terms and Conditions

Are Attachment C. to this RFP, shall be completed by successful Contractor. Items 1. Debarment and 2. Lobbying certifications shall be completed and signed.

SECTION 4. BACKGROUND INFORMATION

Background

Living in rural Alaska is filled with challenges. Fuel costs are some of the highest in the country, and the remoteness significantly increases the price of products delivered to the communities. Fresh vegetables are a critical need. For communities to be sustainable, they need cheaper and more reliable fuel, better nutrition, and local jobs. Locally-grown greenhouse produce partnered with wood heating systems can improve nutrition, lower energy costs, and provide much needed jobs.

Locally-sourced energy and locally-grown food are two pillars of community sustainability and security. This is especially true in rural Alaska. Through the work of Alaska's State Wood Energy Team, known as the Alaska Wood Energy Development Task Group, and Alaska Energy Authority's Renewable Energy Fund grants, there has been significant work done over the past decade to facilitate the conversion to high efficiency biomass boilers as a heat source. This project will build on the ongoing expansion of wood heating systems and recent successes with greenhouse construction in Alaska schools to develop a biomass-heated greenhouse handbook. This handbook will be a how-to guide to select greenhouse technology, develop business and operations plans, and integrate biomass and greenhouse-related Science, Technology, Engineering and Math (STEM) curriculum into schools.

Schools are the epicenter of most rural Alaska communities. There is no better way to integrate the benefits of renewable energy into a community than to make the project relevant to the entire community through the school. Rural communities struggle with food security and health issues due to the logistics of transporting fresh foods. Most communities are lacking in fresh vegetables beyond what can be harvested through subsistence activities. By targeting greenhouse development in conjunction with wood heating systems, this project can save money for the community through heating with local fuels and facilitate the reinvestment of the savings into the nutrition, health and education of their children and their community.

In Alaska, there are 53 school districts with 507 schools. Currently 10 schools are heated with biomass systems, four of which have operational greenhouses. There are at least another 10 schools that have funding for design and construction of biomass heating systems. These biomass systems in development would be the initial target for greenhouses through this project.

Example of project success – Thorne Bay

There are example of success in a number of locations, such as Tok and Thorne Bay, Alaska where students are learning the science of growing food, what it means to eat healthy, and how to run a successful business. And all in a context of sustainability -just like the wood-fired boiler heating the source of their inspiration. In 2013, the Thorne Bay School self-funded and built a hydroponic greenhouse that uses excess heat generated by the school's cordwood boiler. That boiler was the outcome of a Renewable Energy Fund grant made possible through Alaska Energy Authority and the efforts of the Alaska Wood Energy Development Task Group's (AWEDTG's) pre-feasibility study process.

The Southeast Island School District (SEISD), the governing body for the Thorne Bay School, serves approximately 200 students in nine regional schools. Greenhouses and wood heating systems have been installed in three SEISD schools. Thorne Bay's school is one of the largest with 75 students. With the recent installation of a cordwood-fired biomass boiler and the construction of a school greenhouse, the SEISD has planted seeds of sustainability that benefits the whole community. In the school, the boiler and greenhouse have been incorporated into the curriculum: science, horticulture, math, and business are all taught hands-on. The school's greenhouse grows fresh vegetables for the school cafeteria, improving the quality of school lunch. Excess food is sold to the community as a part of the student-led business. The school district is also allowing families to deliver wood to the boilers to help fund sports and other extracurricular activities. Food is not the only product coming out of the greenhouse: pride, good health, and business sense are also grown there, too. This has resulted in

an intense sense of local pride amongst the students and all age groups, and contributes to a healthy, sustainable community. Local jobs are created with the need for harvesting and processing cord wood, as well as fueling the boiler.

Today, the Thorne Bay School is generating cheaper, more sustainable heat while championing a successful model of hands-on learning and local economic development that has applicability for other regional and statewide communities. The Thorne Bay students are shining examples of a Renewable Energy Fund success story, and an inspiration for this project of how things can be accomplished through creative collaboration.

SECTION 5. Scope of work

Scope of Work

Develop a practical handbook to help interested communities plan, build, and manage a school biomass-heated greenhouse that will meet the overarching goal of the project partners to cultivate sustainable, self-sufficient, and resilient communities throughout Alaska. The scope of content for the handbook includes (see attachment).

A steering committee has been established to review the project and ensure broad buy-in. Contractor shall be required to interact regularly with the steering committee for chapter development approvals before moving to the next stage of the project. Monthly teleconferences are envisioned as well as committee approvals at 35-65% and 95% of project completion. Budget should include at least one in-state presentation in Ketchikan, Anchorage and Fairbanks on separate line items.

Handbook format needs to be in eBook format for multiple reader-technologies and able to be hosted on AEA's website.

There is a large body of known information in the public domain that the contractor will be expected to collect, review and incorporate, as appropriate and relevant, into this project.

Respondents will propose a project timeline for substantial (95%) completion by February 2017, and ready for print no later than March 31, 2017.

SAMPLE-DRAFT

Scope of Work/Table of Contents for Biomass Greenhouse Handbook

- Acknowledgments
- Forward
- Executive Summary
 - Overview of goals and opportunity to integrate multiple “missions” and disciplines
 - Statement on community sustainability
- Appendix, case studies

Draft Table of Contents

1. Planning your biomass-heated greenhouse
 - a. Is this a good fit for my school?
 - b. What is feasible?
 - c. Who are the stakeholders and partnerships needed for success?
 - d. Getting to yes
2. Business Plan
 - a. Objectives
 - i. Crops to produce and how much
 - ii. Demand of produce – sales, consumption
 - iii. Distribution method?
 - iv. Sales/Pricing
 - v. Cafeteria – how integrate
 - vi. Safety (Food Safety Modernization Act)
 - vii. Legal considerations
 - viii. Insurance
 - b. Participation/partners
 - c. Business/operation management

- d. Who will help operate/maintain
 - e. Biomass fuel stock markets and delivery – “last mile” issues
 - f. Metrics to evaluate economic feasibility
 - i. Economics of entire system (based on 2015-2016 numbers)
 - ii. Capital/upfront costs
 - iii. O&M costs
 - iv. B/C ratio, NPV, Simple Payback, Life Cycle Analysis (What is the best measure?)
3. Greenhouse Design
- a. Hydroponic
 - b. Soil
 - c. Aquaponics
 - i. Keeping water warm for fish
 - ii. Fish species best suited and allowed in Alaska
 - d. Crops Produced
 - e. Quantity of produce
 - f. Rotation and sequence of crops
 - g. Irrigation
 - h. Nutrient management
 - i. Organic versus nonorganic
 - i. Location
 - i. Direction and placement of structure
 - ii. Are the lights from the greenhouse causing issues with the neighbors?
 - j. Biomass fuel storage and delivery systems
 - k. Economics – cost of heat, supplies, lighting, etc.
4. Greenhouse Selection
- a. Geographical and climate considerations
 - i. Snow load
 - ii. Winds
 - b. Type of structure (locally-sourced materials v. ready-made kits)
 - c. Shape of greenhouse
 - d. Greenhouse materials
 - e. Size of greenhouse versus output of plants
 - f. Greenhouse dimensions matched with standard boilers based on heat load analysis and expected usage (small, medium, large system examples)
 - g. Types of environmental control
 - h. Plant support structures
 - i. Natural lighting and Supplemental lighting
 - j. Recommended components/equipment – BOM
5. Building Efficiency
- a. Building design consideration in a state with both Arctic and rainforest climates
 - b. Lighting - Passive or LED light
 - c. R-values of greenhouses
 - d. Other energy efficiency considerations
6. Biomass Boilers
- a. Technology options – description and pros/cons
 - i. Cordwood
 - ii. Chips
 - iii. Pellets
7. Thermal Storage
- a. Estimated installed costs for economic evaluations

- b. Use of existing biomass boilers (is it big enough, well suited/located?)
 - c. Include AK case studies in Appendix or link
- 8. Integration of Boiler into greenhouse systems
 - a. Types of heat emitters
 - i. Unit heaters
 - ii. In bed heaters
 - iii. Water heaters
 - iv. Thermal mass heat
 - v. Other
 - b. Controls
 - c. Standard system designs
 - d. Integration and prioritization with other heat loads
 - i. Do the school oil boilers provide heat to the greenhouse in the event the biomass system is not operational?
- 9. Biomass Resources in Alaska
 - a. Regional Land Use Designations Statewide
 - b. Resource references (State, Federal, Tribal, Regional plans)
 - c. Access to biomass resource, known (or needed) resource sources/inventory
 - d. Process to acquire, deliver biomass
- 10. O&M (basics included as part of the business plan – a detailed case study may be in appendix)
 - a. Electric Costs
 - b. Boiler O&M
 - c. Greenhouse system O&M – environmental controls
- 11. Greenhouse Operation (basics included as part of the business plan – a detailed case study may be in appendix)
 - a. Staffing
 - b. Supplies and materials - BOM
 - c. Waste disposal
 - i. Plant material
 - ii. Media
 - iii. Nutrient solution
 - d. Composting
 - e. Lighting Requirements
 - f. Water requirements
 - g. Pathogen testing in hydroponics
 - h. Soil Testing
 - i. Food Safety Modernization Act
- 12. Curriculum (consistent with State of Alaska Department of Education approval and articulated with the University of Alaska)
 - a. K – 12
 - b. Business
 - c. Science
 - d. Math
 - e. Horticulture
 - f. Other?
- 13. Funding Opportunities
 - a. Public (State, federal, Tribal)
 - b. Private funders
 - c. Other?

SECTION 6. PROPOSAL SUBMISSION FORMAT

The Authority requests that Offerors follow this format and should be limited to the requested information. Please keep proposals on task. The Authority is discouraging unnecessarily lengthy and costly proposal preparation, yet all proposals must contain the following information, formatted as requested.

Failure to follow this submission format, or failure to include complete information as requested, may result in a lower score or disqualification of the proposal depending on the severity of the discrepancy.

6.1 Introduction

Include a letter of transmittal containing the complete name and address of the firm; name, mailing address, and telephone number of the contact person for the proposal; Alaska Business license number or proof of having a valid Alaska business license as required by Section 2.10, and a statement confirming that the proposal is valid for ninety (90) days from closing date for receipt of proposals; a certification, as appropriate, that your firm qualifies as an Alaskan vendor in accordance with Section 2.16; and a statement with regard to any perceived or potential conflicts of interest.

Include a title page showing:

- RFP #
- Firm's Name
- Date of Proposal
- Include a Table of Contents.

6.2 Understanding of the Project and Commitment

Include a brief discussion of your understanding of the services required, your relevant experience and why this work would be a good fit for your company. Provide a brief summary of how you meet the minimum contractor requirements listed in section 1.2. Discuss similarities and differences between working with similar handbooks.

Include a summary of any issues you believe may be encountered in the performance of the contract and creative suggestions for addressing these problems. Include your expectations of the Authority or other entities that may be involved in this process.

Describe your availability to commit to this work. Include other work or projects that you have or may have during the period of performance. Discuss any possible conflicts that could arise during the performance of work for the Authority.

6.3 Project Approach and Work Plan

Refer to the scope of work identified in Section 5. Present any ideas, experience, and creative approaches that might be appropriate. You may also provide supporting documentation that would be pertinent to the RFP.

6.4 Project Management, Experience and Qualifications

6.4.1 Project Management

In addition to demonstration of the minimum experience requirements detailed in Section 1.2 Offerors should provide a detailed summary of the Offeror including:

- Firm History
- Ownership and principal officers
- A description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors.

- An organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have primary responsibility and final authority for the work.
- Experience relating to the services described in this RFP
- Office(s) that would provide the services and resources
- Major claims or lawsuits, if any, pending against the firm and that should be considered material to the firm's financial status or which could potentially affect the successful performance of this project

6.4.2 Personnel Experience and Qualification

Proposals should identify and describe the pertinent experience of the following personnel in the Offeror's firm who would act in the following capacities:

- The proposed Account Manager (AM)
- Other individuals who would provide support

Provide complete details on the functions to be performed by the above individuals and how their activities would be directed and coordinated. Include half-pages resumes of all key persons involved. For each person involved, describe their relevant experience as it relates to this RFP.

Include information about the current and expected workloads of key personnel so that an assessment can be made about adequacy of account management staffing and availability of key personnel for consultation as needed, and other servicing needs.

6.4.3 Firm References

Each proposal must include at least 2- references, include name of firm, contact, and a brief description of the work performed.

6.5 Cost Proposal

Offerors must complete the cost proposal form provided as Attachment D and provide additional back up as requested.

SECTION 7. EVALUATION CRITERIA

7.1 Evaluation Process

A procurement evaluation committee consisting of at least three state employees or public officials shall evaluate proposals in accordance with 2 AAC 12.260 of the State Procurement code. Other representatives may be added if needed. Each member shall exercise independent judgment and no member's vote or score will be weighted more than any other.

Proposals will be opened and evaluated in a manner that avoids disclosure of the contents to competing vendors during the evaluation process and negotiations.

Proposals will initially be reviewed for the following minimum responsiveness requirements:

1. Was the proposal received by the deadline for receipt of proposals?
2. Has the vendor submitted evidence of having a valid Insurance license?
3. Does the contractor demonstrate they meet the minimum experience and qualifications requirements of Section 1.2 Minimum Qualifications?

Proposals that fail to meet these requirements will be rejected as non-responsive and will not be evaluated. The Evaluation Committee will evaluate the remaining proposals based on the evaluation criteria and weighting listed in this section.

After the Committee has completed its evaluation and a ranking is established, the Authority may begin negotiations with the highest ranked firm. However, if the committee desires, they may request additional information for the purpose of clarification (Section 2.20), or develop a list of proposals reasonably susceptible for award, or request best and final offers (Section 2.21). Re-evaluation of proposals after discussions will be conducted by the same Evaluation Committee using the same criteria and weights laid out in this section.

In accordance with AS 36.30.240, vendors reasonably susceptible of being selected for award will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.

Understanding of the Services	5%
Technical Plan / Approach	20%
Project Management, Experience, and Qualifications	35%
Cost	40%
Total	100%

7.2 Understanding of the Services Requested—5 Percent

Proposals will be evaluated against the questions set out below:

How well has the Offeror demonstrated a thorough understanding of the requirements of the services requested? How well has the Offeror identified pertinent issues and potential problems related to the services?

7.3 Technical Plan / Approach —20 Percent

Proposals will be evaluated against the questions set out below:

Overall, to what extent does the Offeror's proposed methodology depict a logical approach to fulfilling the requirements of the RFP?

- (a) Technical Plan Methodology: To what extent does the Offeror demonstrate that its methodology can meet the needs of AEA?

(b) Work Plan: Has Offeror developed a similar handbook that could be tailored to fit AEA's requirements? Are there any cost-savings to be realized?

(c) To what extent has the Offeror identified their ability to provide the work in an efficient and effective manner?

7.4 Project Management, Experience, and Qualifications —35 Percent

To what extent does the Offeror's summary of the firm and project management plan demonstrate its ability to perform the services described in this RFP?

Does the proposed personnel have prior experience on similar projects? Does the proposed personnel have experience in producing similar handbooks?

How experienced and knowledgeable are the Offeror's personnel with Biomass Greenhouses?

To what extent does the Offeror's staffing level appear sufficient to accommodate the services requested by the Authority? Do the resumes demonstrate desirable backgrounds and experience that would meet the needs of AEA?

7.5 Contract Cost — 40 Percent

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. Complete Attachment D and return in the proposal response.

The distribution of points based on cost will be determined as follows, per AS 36.30.040, .210, .250, and 2 AAC 12.260(d). The lowest priced proposal receives the maximum number of points allocated to price for each cost category evaluated. Other allocations are determined by this formula:

$$\frac{(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})}{\text{Price of Each Higher Cost Proposal}} = \text{Points awarded for cost}$$

All other rates provided will be used as basis for future negotiations.

7.7 Vendor Selection

Upon completion of the evaluations, the Procurement Officer will review the evaluation process to assure procedures were followed in accordance with this RFP and existing state of Alaska statutes and regulations. This process may include reviewing score sheets, proposals, discussions or any other materials presented to the Evaluation Committee. The Procurement Officer may recommend that proposals be reevaluated prior to beginning negotiations if there is reason to suspect an error was committed during the evaluation process.

The final decision of the Evaluation Committee will be documented in writing and made a part of the contract file. The Evaluation Committee will recommend for negotiations to the Procurement Officer the Contractor whose proposal best meets the requirements of the project based on the criteria outlined in this RFP.

The top ranked Offeror will be required to provide the following information during contract negotiations and before award of the contract.

- Alaska Business Licenses as may be required by the Department of Commerce, Community, and Economic Development for any subcontractors.
- Certificate of Insurance
- Debarment Certificate required for all contracts
- Additional information that may be needed for clarification of the Contractor's proposal.

APPENDIX A GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the Authority for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspection and Reports.

- 2.1 The Authority may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 Any dispute concerning a question of fact arising under this contract, which is not disposed of by mutual agreement, shall be decided in accordance with AS 36.30.620-632. .

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on state of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, and marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by

this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

- 4.5 The contractor shall cooperate fully with state efforts which seek to deal with the problem of unlawful discrimination, and with all other state efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the state Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the state of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the state of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all state directives considered essential by any office or agency of the state of Alaska to insure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of the contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the state. The state is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the state in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the state under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the state of Alaska and may be used by the state for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director.

Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law.

This contract is governed by the laws of the state of Alaska. All actions concerning this contract shall be brought in the Superior Court of the state of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the department of Law the General Provisions of this contract supersede any provisions in other appendices.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or state laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the state may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Appendix B INDEMNIFICATION & INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, defend, and hold harmless the Authority from and against any claim of, or liability for, negligent acts, errors, and omissions of the Contractor under this contract. The Contractor shall not be required to indemnify, defend, or hold harmless the Authority for a claim of, or liability for, the independent negligent acts, errors, and omissions of the Authority. If there is a claim of, or liability for, a joint negligent act, error or omission of the Contractor and Authority, the indemnification, defense and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Contractor" and "Authority" include the employees, agents and other contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, or omissions" means negligence other than in the Authority's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's indemnification obligation, Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the Authority shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Procurement Officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. For Contractor's services performed in Alaska, all insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the Authority and the State of Alaska

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this contract with minimum coverage limits of \$300,000 combined single limit per occurrence.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this contract with minimum coverage limits of \$300,000 combined single limit per occurrence.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this contract. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Occurrence/Annual Aggregate
\$100,000-\$499,999	\$500,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Occurrence/Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

(Revised 12-11)

Attachment C. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS
[Revised November 26, 2013]

The following contract provisions shall apply, where applicable, to all work performed on the contract by the contractor's own organization and by subcontractors. As provided in this Section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions and further require their inclusion in any lower tier subcontracts or purchase orders that may in turn be made. Incorporation by reference shall not be allowed. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all applicable Required Contract Provisions.

1. DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION - 49 CFR Part 29; Executive Order 12549 [Applicable to all Federal-aid contracts which exceed \$25,000]

Instructions for Certification:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor and lower tier participants knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, THE AUTHORITY may pursue available remedies, including suspension and/or debarment.

2. The prospective contractor and lower tier participants shall provide immediate written notice to THE AUTHORITY if at any time the prospective contractor and lower tier participants learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact THE AUTHORITY for assistance in obtaining a copy of those regulations.

4. The prospective contractor and lower tier participants agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by THE AUTHORITY.

5. The prospective contractor and lower tier participants further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, THE AUTHORITY may pursue available remedies including suspension and/or debarment.

1. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction

(1) The prospective contractor and lower tier participants certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 CFR §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective contractor and lower tier participants is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of, 49 CFR §29 apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

2. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING - 31 USC §1352, 49 CFR Parts 19, 20 [Applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000]

A bidder must submit to THE AUTHORITY the below certification with its bid response for any federally funded contract that exceeds \$100,000. Bids that are not accompanied by a completed certification may be rejected as nonresponsive.

1. The undersigned Contractor certifies, 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. The undersigned 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.

3. 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 USC 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____ Date: _____

3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - 40 USC 3701 *et seq.*; 29 CFR Part 5; 29 CFR §1926 [Applicable to all Federal-aid construction in excess of \$100,000 and all non-construction contracts which employ mechanics and laborers on a public work in excess of \$100,000]

A. Overtime (Applicable to construction and non-construction contracts)

(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 therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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 \$10 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 - THE AUTHORITY 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 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 this section.

(5) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

B. Contract Work Hours and Safety Standards Act (Applicable to construction contracts only) (i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 USC § 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) **Subcontracts** - The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in

question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

4. CLEAN WATER REQUIREMENTS - 33 USC 1251 [Applicable to all Federal-aid contracts which exceed \$100,000]

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The Contractor agrees to report each violation to THE AUTHORITY and understands and agrees that THE AUTHORITY will, in turn, report each violation as required to assure notification to the Federal grantor agency and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

5. CLEAN AIR REQUIREMENTS - 42 USC 7401 et seq., 40 CFR 15.61 & 49 CFR Part 18 [Applicable to all Federal-aid contracts which exceed \$100,000]

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq. The Contractor agrees to report each violation to THE AUTHORITY and understands and agrees that THE AUTHORITY will, in turn, report each violation as required to assure notification to the Federal grantor agency and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

6. ACCESS TO RECORDS AND REPORTS - 49 CFR 18.36 [Applicable to all Federal-aid contracts]

Access to Records - The following access to records requirements apply to this Contract:

1. Contractor agrees to provide THE AUTHORITY, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives access to the Contractor's books, documents, papers and records which are directly pertinent to this contract for the purpose of making audit, examination, 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 maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain the same until THE AUTHORITY, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

7. FEDERAL CHANGES - 49 CFR Part 18 [Applicable to all Federal-aid contracts]

Federal Changes - Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between THE AUTHORITY and the Federal grantor agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

8. NO GOVERNMENT OBLIGATION TO THIRD PARTIES [Applicable to all Federal-aid contracts]

(1) THE AUTHORITY and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to THE AUTHORITY, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS - 31 USC 3801 et seq.; 49 CFR Part 31; 18 USC 1001 [Applicable to all Federal-aid contracts]

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 USC §1001 on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

10 ENERGY CONSERVATION REQUIREMENTS - 42 USC 6321 et seq. & 49 CFR Part 18 [Applicable to all Federal-aid contracts]

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. CIVIL RIGHTS REQUIREMENTS - 29 USC §623, 42 USC §2000, 42 USC §6102, 42 USC §12112, 42 USC §12132, 29 CFR Part 1630, & 41 CFR Parts 60 et seq. [Applicable to all Federal-aid contracts]

Civil Rights - The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, and section 202 of the Americans with Disabilities Act of 1990, 42 USC §12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal grantor agency may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, and 42 USC §2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, and 29 USC § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

12. BREACHES AND DISPUTE RESOLUTION - 49 CFR Part 18 [Applicable to all Federal-aid contracts in excess of \$100,000]

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in accordance with THE AUTHORITY's Procurement Rules.

Performance During Dispute - Unless otherwise directed by THE AUTHORITY, Contractor shall continue performance under this contract while matters in dispute are being resolved.

Notification - In addition to the notice requirements set out elsewhere in this contract, if the contractor becomes aware of any act or occurrence which may form the basis of a claim by the contractor for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of the contract, the contractor shall immediately inform the Project Manager. If the matter cannot be resolved by agreement within 7 days, the contractor shall, within the next 14 days, submit an Intent to Claim in writing to the Project Manager. The claim, if not resolved, shall be presented to the Project Manager, in writing, within 60 days following receipt of the Intent to Claim. Receipt of the claim will be acknowledged in writing by the Project Manager. The Contractor agrees that unless these written notices are provided, the contractor will have no entitlement to additional time or compensation for such act, event or condition.

Presenting Claim - A claim shall be submitted in accordance with THE AUTHORITY Procurement Rule 1800.12 and shall specifically include the following:

1. The act, event or condition giving rise to the claim.
2. The contract provisions which apply to the claim and under which relief is provided.
3. The item or items of contract work affected and how they are affected.
4. The specific relief requested, including additional contract time if applicable, and the basis upon which it was calculated.

Claim Validity, Additional Information, & Project Manager's Actions - The claim, in order to be valid, must not only show that the contractor suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the contract provides entitlement to relief to the contractor for such act, event, or condition. The Project Manager reserves the right to make written request to the contractor at any time for additional information which the contractor may possess relative to the claim. The contractor agrees to provide the Project Manager such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the claim. The claim, if not resolved by agreement within 60 days of its receipt, will automatically be forwarded to the Manager of Purchasing & Materials for formal written decision.

Decision on Claim - The contractor will be furnished the Manager of Purchasing & Materials' decision within the next 90 days, unless additional information is requested by the THE AUTHORITY. The Manager of Purchasing & Materials' decision is final and conclusive unless fraudulent as to the Claim.

Notice of Appeal - Within 14 days of receipt of the Manager of Purchasing & Materials' decision, the contractor may deliver a Notice of Appeal to THE AUTHORITY in accordance with THE AUTHORITY Procurement Rule 1800.13 and request a hearing. The Notice of Appeal shall include specific exceptions to the Manager of Purchasing & Materials' decision, including specific provisions of the contract, which the contractor intends to rely upon in the appeal. General assertions that the Manager of Purchasing & Materials' decision is contrary to law or to fact are not sufficient.

Decision on Appeal - The decision of the THE AUTHORITY on appeal will be rendered within 90 days after the conclusion of a hearing conducted under THE AUTHORITY Procurement Rule 1800.15 or the date of receipt of the Notice of Appeal, whichever is later. The time limits given above may be extended by mutual consent. The decision of THE AUTHORITY on appeal shall be final and conclusive unless the Contractor appeals to the superior court in accordance with THE AUTHORITY Procurement Rule 1800.18.

13. NONSEGREGATED FACILITIES [Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more]

1. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO Provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

2. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, or national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

3. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

14. NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - 16 USC §470 et seq. [Applicable to all Federal-Aid contracts]

In the performance of this contract, neither Contractor nor its subcontractors shall take any action (which term includes but is not limited to the seeking of any required federal license or permit, and the extraction of material or natural resources from any source whatsoever) that may affect a district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places without prior notice to THE AUTHORITY and compliance with the requirements of the National Historic Preservation Act of 1966, 16 USC § 470 et seq. Contractor is advised that both historic and cultural sites may be eligible for inclusion on the National Register.

15. FLY AMERICA REQUIREMENT - 49 USC §40118; 41 CFR § 301-3.61(b) & 301-10.131 et seq. [Applicable to all Federal-aid contracts which may involve the international air transportation of equipment, materials, commodities, products or personnel]

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

16. RECYCLED PRODUCTS - 42 USC §6962; 40 CFR PART 247 [Applicable to all Federal-aid contracts for items designated by the EPA, for the purchase of \$10,000 or more of one of these items during the fiscal year]

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart

B of 40 CFR Part 247. The contractor agrees to include this requirement in all subcontracts issued pursuant to this contract when the subcontract may involve the purchase of said items.

17. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS - FTA Circular 4220.1F
[Applicable to all FTA funded contracts]

The provisions herein include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any THE AUTHORITY requests which would cause THE AUTHORITY to be in violation of the FTA terms and conditions.

