

CBERRRSA Asphalt Paving Services 2026

INVITATION TO BID NO. 2026C024



**Municipality of Anchorage
Maintenance & Operations Department,
Eagle River Street Maintenance
12001 Business Boulevard
Anchorage, Alaska 99567**

**ASPHALT REPAIR OR CONSTRUCTION WORK IN CHUGIAK-
BIRCHWOOD-EAGLE RIVER RURAL ROAD SERVICE AREA
2026**

Invitation to Bid No. 2026C024

PROJECT MANUAL

**Municipality of Anchorage
Public Works, Maintenance & Operations,
Eagle River Street Maintenance Department**

**MUNICIPALITY OF ANCHORAGE
PUBLIC WORKS, MAINTENANCE & OPERATIONS
EAGLE RIVER STREET MAINTENANCE DEPARTMENT**

**ASPHALT REPAIR OR CONSTRUCTION WORK IN CHUGIAK-
BIRCHWOOD-EAGLE RIVER RURAL ROAD SERVICE AREA 2026**

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**MUNICIPALITY OF ANCHORAGE
PUBLIC WORKS, MAINTENANCE & OPERATIONS
EAGLE RIVER STREET MAINTENANCE DEPARTMENT**

**ASPHALT REPAIR OR CONSTRUCTION WORK IN
CHUGIAK-BIRCHWOOD-EAGLE RIVER RURAL ROAD SERVICE AREA 2026**

I

INVITATION TO BID

MUNICIPALITY OF ANCHORAGE PURCHASING DEPARTMENT

Invitation to Bid No. 2026C024

Sealed bids will be received in accordance with the time schedule shown below by the Municipality of Anchorage at the Purchasing Department, 632 W. 6th Ave., Suite 520, Anchorage, Alaska 99501, or through Bid Express, for:

CBERRRSA Asphalt Paving Services 2026

Project Consists of but is not limited to:

As-needed asphalt paving services within the CBERRRSA area. Is expected to consist of an undetermined quantity of 2 ½ to 3 ½ of asphalt overlay/paving of previously paved and new asphalt roads and pathways in CBERRRSA.

ESTIMATED CONSTRUCTION COST: **Between: \$100,000 - \$1,000,000**

Site Visit:	NA
Pre-Bid Conference:	N/A
Questions Due:	12 PM Local Time, May 27, 2026
Bid Opening:	2: 30 PM Local Time, June 4, 2026

All Pre-Bid Conferences and/or Bid Openings may be attended in person or via conference call at this number (907) 343-6089. You may call in five (5) minutes before any scheduled conference. FAXED OR EMAILED BIDS WILL NOT BE ACCEPTED.

ALL QUESTIONS SHALL BE SUBMITTED PRIOR TO THE QUESTION DUE DATE THIS WILL BE THE FINAL OPPORTUNITY TO ASK QUESTIONS OR REQUEST CLARIFICATIONS.

Questions and requests for interpretation or clarification of the bidding Documents shall be made in writing to the Purchasing Office (wwpur@muni.org). Please reference the Invitation to Bid Number & Project Title. Do not contact the specified department directly.

Bid documents are available electronically at the MOA Purchasing Department's web page at [Purchasing](#) and at [BidExpress](#). Addenda will be posted within the solicitation at BidExpress and on the web page.

Electronic bids **will be not be** accepted through Bid Express at this time. The only method for submission is paper bids. Bids will be submitted in a sealed envelope addressed to the MOA Purchasing Department, 632 W. 6th Avenue, Suite 520, Anchorage, AK 99501 and will include the following, clearly and legibly written/typed on the outside of the envelope:

- a. Bidder's Name (as indicated on Business License), Address, City, State, and Zip Code
- b. Invitation to Bid #, Invitation to Bid Title and Buyer's Name.

To maintain the project schedule, Interpretations, corrections, or changes to the Bidding Documents shall be made by Addendum and shall not be binding unless included in the Addendum. It is your responsibility to periodically check for addenda posted on BidExpress or the Municipality bidding web site.

At the above indicated time, the bids will be opened publicly and read. Bids shall be submitted to the Municipal Purchasing Department in a sealed envelope prior to the time of opening specified in the Invitation to Bid for opening of the bids to be considered. Late Bids shall not be considered. Time of receipt will be as determined by the time stamp in the Purchasing Office.

The Municipality reserves the right to reject any and all Bids, and to waive any informalities and irregularities in Bidding.

The Municipality shall not be responsible for bid preparation costs, nor for costs, including attorney fees, associated with any (administrative, judicial or otherwise) challenge to the determination of the lowest responsive and responsible bidder and/or award of contract, and/or rejection of bids. By submitting a bid, each bidder agrees to be bound in this respect and waives all claims to such costs and fees.

Unless otherwise stated in the Bidding Documents, the Contract, if awarded, shall be awarded to the responsible Bidder who submits the lowest responsive Bid.

The Municipality of Anchorage assumes no responsibility for any interpretations or presentations made by any of its officers or agents unless such interpretations or presentations are made by written addendum to this Invitation to Bid.

Bonding Requirements are per MASS/MASS B or as per special provisions.

THE MUNICIPALITY OF ANCHORAGE IS AN "EQUAL OPPORTUNITY EMPLOYER"

Municipality of Anchorage
ITB: 2026C024

PUBLISH ONE TIME

Date: May 21, 2026

Buyer Assigned to this Project:
Jared Brunelle



Jared Brunelle
Senior Buyer

**MUNICIPALITY OF ANCHORAGE
PUBLIC WORKS, MAINTENANCE & OPERATIONS
EAGLE RIVER STREET MAINTENANCE DEPARTMENT**

**ASPHALT REPAIR OR CONSTRUCTION WORK IN
CHUGIAK-BIRCHWOOD-EAGLE RIVER RURAL ROAD SERVICE AREA 2026**

II

SPECIAL PROVISIONS

**MUNICIPALITY OF ANCHORAGE
PUBLIC WORKS, MAINTENANCE & OPERATIONS
EAGLE RIVER STREET MAINTENANCE DEPARTMENT**

**ASPHALT REPAIR OR CONSTRUCTION WORK IN
CHUGIAK-BIRCHWOOD-EAGLE RIVER RURAL ROAD SERVICE AREA 2026**

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**MUNICIPALITY OF ANCHORAGE
PUBLIC WORKS, MAINTENANCE & OPERATIONS
EAGLE RIVER STREET MAINTENANCE DEPARTMENT**

**ASPHALT REPAIR OR CONSTRUCTION WORK IN
CHUGIAK-BIRCHWOOD-EAGLE RIVER RURAL ROAD SERVICE AREA 2026**

SPECIAL PROVISIONS

SECTION 95.01 LOCATION AND SCOPE

All proposed work will be located within the Chugiak, Birchwood-Eagle River Rural Road Service Area. The successful Contractor under these specifications shall furnish all labor, materials, supervision, tools, transportation, equipment, and other facilities necessary to successfully complete the work set forth in the specifications.

This Contract will Provide the Municipality of Anchorage (MOA) Chugiak-Birchwood-Eagle River Rural Road Service Area (CBERRRSA) all labor, materials, tools, equipment, tack coat, necessary pre leveling identified by the Administrator, and traffic control necessary to perform all operations in connection with the 2-1/2" to 3-1/2" asphalt overlay/paving of previously paved and new asphalt roads and pathways in CBERRRSA according to the Administrator's request. CBERRRSA is estimating 252,000 square feet of asphalt under this contract, this square footage is an estimate only. The Administrator reserves the right to vary the square feet without change to the unit price bid. The square feet will be verified by measurements and will be taken by the Contractor and Administrator or their designated appointee upon completion of a section roadway to ensure proper application of the asphalt. The successful bidder shall furnish an operator, all maintenance, insurance, fuel, and storage for all equipment, as required. Municipal personnel, equipment, and facilities will not be used for Contractor equipment repairs or maintenance.

GENERAL

These specifications are intended to establish the minimum acceptable standards for providing asphalt paving services within the Service Area.

The Contractor will be on-call on an "as-required basis". The Work required will be agreed upon on a Project-By-Project basis. Payment for all work will be on a unit price basis as bid in the bid schedule.

No adjustment of underruns or overruns will be made.

At its option, the Municipality of Anchorage reserves the right to perform Work of a similar nature throughout the Municipality of Anchorage. There is no guarantee of the amount of Work to be accomplished hereunder, and the Municipality will not be held liable to the Contractor for any cost except for Work accomplished at the unit prices established and as negotiated for completed Work as allowed under the provisions of this contract.

Hours of operation may vary, but are typically 8:00 a.m. to 6:00 p.m., Monday through Friday and occasional Saturday's, upon the Administrator's discretion.

SECTION 95.02 REFERENCE TO MUNICIPALITY OF ANCHORAGE STANDARD SPECIFICATIONS

This Contract is subject to and hereby incorporates by reference the Municipality of Anchorage Standard Specifications, dated 2024, hereinafter referred to as M.A.S.S. the Alaska Traffic Manual (ATM) - Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition with revision 1, with the Alaska supplement, dated 6/16/16. When conflicts exist between M.A.S.S. and MUTCD, the requirements of M.A.S.S. and these Special Provisions shall govern.

SECTION 95.03 TIME OF COMPLETION

Time of completion for each project will be determined on a project-by-project basis and as specified during the negotiations for work. The Contractor shall begin construction within five (5) working days after a written Notice-to-Proceed.

The term of this contract will be from the date of execution through the 2026 calendar year (December 31, 2026).

SECTION 95.04 MODIFICATIONS AND/OR ADDITIONS TO MUNICIPALITY OF ANCHORAGE STANDARD SPECIFICATIONS

The following listed provisions of M.A.S.S. are amended as hereinafter stated:

A. DIVISION 10 STANDARD GENERAL PROVISIONS

Asphalt Repair or Construction Work in
Chugiak-Birchwood-Eagle River Rural Road Service Area 2026

SECTION 10.01 DEFINITIONS

Add the following definitions:

- A. Chugiak-Birchwood-Eagle River Rural Road Service Area or CBERRRSA or Municipality means the Municipality of Anchorage, organized and existing under the laws of the State of Alaska.
- B. Administrator means Eagle River Street Maintenance Deputy Officer or designee with authority to direct the Contractor.
- C. Service Area means the Chugiak-Birchwood-Eagle River Rural Road Service Area.
- D. Working Titles which are adjectives or have masculine genders such as workman and flagman or pronouns such as he, his, and him are utilized in the Contract Documents for the sake of brevity and are intended to refer to persons of either gender.

SECTION 10.07 MEASUREMENT AND PAYMENT

Add the following Article:

Article 7.9 Payments to Contractors and Subcontractors

Portions of this Contract may be funded (in part or in its entirety) by the State of Alaska; For these tasks, the Provisions of Alaska Statute 36, Section 36.90, Article 3, entitled "Public Construction Contract Payment," apply.

D. DIVISION 40 STANDARD CONSTRUCTION SPECIFICATIONS FOR ASPHALT SURFACING

SECTION 40.06 ASPHALT CONCRETE PAVEMENT

Add the following Article subsection:

Article 6.7

D. Measurement by Square Foot:

Measurement of hot-mix asphaltic paving materials, unless otherwise provided, shall be measured by the completed and accepted work. Measurement shall be by square foot. The area measured will be that which is shown on the Drawings plus any additional areas as authorized by the Administrator in writing.

Amend the following Article to read:

Article 6.8 Basis of Payment

Payment for this Work shall be in accordance with Division 10, Section 10.07 –

Measurement and Payment, and shall include full payment for all Work described in this

Section.

Payment shall be made under the following units:

<u>ITEM</u>	<u>UNIT</u>
A.C. Pavement (Class)	Square Feet

END OF SPECIAL PROVISIONS

**MUNICIPALITY OF ANCHORAGE
PUBLIC WORKS, MAINTENANCE & OPERATIONS
EAGLE RIVER STREET MAINTENANCE DEPARTMENT**

**ASPHALT REPAIR OR CONSTRUCTION WORK IN
CHUGIAK-BIRCHWOOD-EAGLE RIVER RURAL ROAD SERVICE AREA 2026**

III.

SUBMITTAL LIST

**ASPHALT REPAIR OR CONSTRUCTION WORK IN
CHUGIAK- BIRCHWOOD-EAGLE RIVER RURAL ROAD SERVICE AREA 2026**

SUBMITTAL LIST

Job #: _____ Contractor: _____

Submittal Number	Rev.	Description
10.06.9		Certificate of Insurance
10.06.12		Certified Payroll
10.07.7		ADOL Notification of Compliance
10.07.7		Notarized Certificate of Compliance

NOTE: The above list of submittals is not all inclusive. In addition to the above, the Contractor is required to comply with all submittal requirements as required or identified in the plans, specifications, M.A.S.S., or as directed by the Administrator.

**ASPHALT REPAIR OR CONSTRUCTION WORK IN
CHUGIAK-BIRCHWOOD-EAGLE RIVER RURAL ROAD SERVICE AREA 2026**

SUBMITTAL LIST

Job #: _____

Contractor: _____

Submittal Number	Rev.	Description

NOTE: The above list of submittals is not all-inclusive. In addition to the above, the Contractor is required to comply with all submittal requirements as required or identified in the plans, specifications, M.A.S.S., or as directed by the Administrator.

**MUNICIPALITY OF ANCHORAGE
PUBLIC WORKS, MAINTENANCE & OPERATIONS
EAGLE RIVER STREET MAINTENANCE DEPARTMENT**

**ASPHALT REPAIR OR CONSTRUCTION WORK IN
CHUGIAK-BIRCHWOOD-EAGLE RIVER RURAL ROAD SERVICE AREA 2026**

IV.

**SPECIAL DETAILS
(NOT USED)**

**MUNICIPALITY OF ANCHORAGE
PUBLIC WORKS, MAINTENANCE & OPERATIONS
EAGLE RIVER STREET MAINTENANCE DEPARTMENT**

**ASPHALT REPAIR OR CONSTRUCTION WORK IN
CHUGIAK-BIRCHWOOD-EAGLE RIVER RURAL ROAD SERVICE AREA 2026**

v.

EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS

EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS CONTRACT COMPLIANCE SPECIFICATIONS

Every municipal contract shall include language substantially the same as the following: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The contract will comply with all laws concerning the prohibition of discrimination including, but not limited to, Title 5 and Title 7 of the Anchorage Municipal Code.

Every municipal contract shall state, in all solicitations or advertisements for employees to work under the contract, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability.

**MUNICIPALITY OF ANCHORAGE
PUBLIC WORKS, MAINTENANCE & OPERATIONS
EAGLE RIVER STREET MAINTENANCE DEPARTMENT**

**ASPHALT REPAIR OR CONSTRUCTION WORK IN
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VI.

MINIMUM RATES OF PAY

Laborers' & Mechanic' Minimum Rates of Pay

Title 36. Public Contracts AS 36.05 & AS 36.10 Wage & Hour Administration Pamphlet No. 600 (Pamphlet 600) is hereby incorporated in its entirety. Pamphlet 600 is available for free download at <http://labor.state.ak.us/lss/pamp600.htm>.

The Municipality of Anchorage will include a paper copy of the wage rates in the signed Contract.

**MUNICIPALITY OF ANCHORAGE
PUBLIC WORKS, MAINTENANCE & OPERATIONS
EAGLE RIVER STREET MAINTENANCE DEPARTMENT**

**ASPHALT REPAIR OR CONSTRUCTION WORK IN
CHUGIAK-BIRCHWOOD-EAGLE RIVER RURAL ROAD SERVICE AREA 2026**

VII.

CONTRACT

CONTRACT

Invitation to Bid No. **2026C** _____

Contract No. **C-2026** _____

NAME AND ADDRESS OF CONTRACTOR:

Check appropriate box:

Incorporated in the State of

MUNICIPALITY OF ANCHORAGE, acting through _____ (hereinafter the Owner).

Contract for _____

BID SCHEDULES

ITEMS

PLAN SHEET
FILE NUMBERS

AMOUNT

\$ _____

Total Amount : \$ _____

THIS CONTRACT, entered into by the MUNICIPALITY OF ANCHORAGE, ALASKA, acting through the Owner named above, and the individual, partnership, or corporation named above, hereinafter called the Contractor, WITNESSETH that the parties hereto do mutually agree as follows:

Statement of Work: The Contractor shall furnish all labor, equipment and materials and perform the Work above described, for the amount stated, in strict accordance with the Contract Documents.

CONTRACT DOCUMENTS

- I. This CONTRACT consisting of 4 pages.
- II. The Bid Proposal Section ____ consisting of ____ pages numbered as ____, **as contained in ITB 2026C**_____.
- III. The Contract Performance and Payment Bond _____.
- IV. The Contractor's Certificate of Insurance Dated _____.
- V. Municipality of Anchorage Standard Specifications dated 2024 (MASS) Incorporated by Reference, **as contained in ITB 2026C**_____.
- VI. Specifications consisting of the following:
Supplemental Provisions Section _____ consisting of ____ pages, with attachments Exhibit A through F, **as contained in ITB 2026C**_____.
- VII. Equal Opportunity Special Provisions and Forms Section _____ consisting of ____ pages, **as contained in ITB 2026C**_____.
- VIII. Disadvantaged/Women-Owned Business Enterprise (DBE/WBE) Specification Section _____ consisting of ____ pages, **as contained in ITB 2026C**_____.
- IX. The Laborers' and Mechanics' Minimum Rates of Pay dated April 1, 2026 Section _____ consisting of ____ pages, **as contained in ITB 2026C**_____.
- X. Submittal List Section _____ consisting of ____ page, **as contained in ITB 2026C**_____.
- XI. The Drawings consisting of ____ sheets numbered _____, **as contained in ITB 2026C**_____.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Contract Date entered below.

MUNICIPALITY OF ANCHORAGE, ALASKA

VENDOR _____

BY _____
Signature

BY _____
Signature

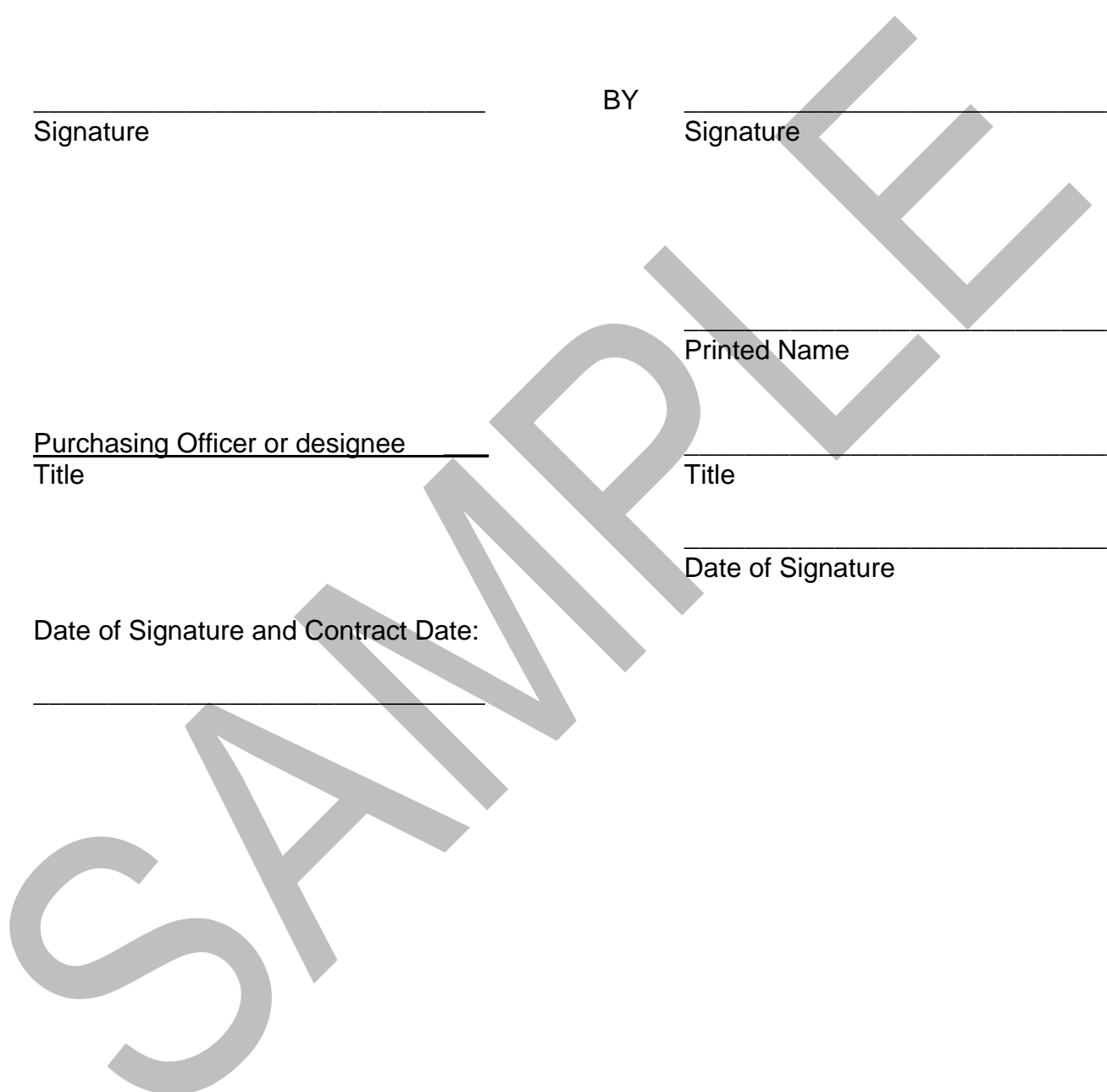
Printed Name

Purchasing Officer or designee
Title

Title

Date of Signature

Date of Signature and Contract Date:



**CONTRACT AND PERFORMANCE AND PAYMENT
BOND SIGNATURE INSTRUCTIONS**

1. The full name and business of the Contractor shall be inserted on Page 1 of the Contract and on the Performance and Payment Bond, hereinafter the Bond.
2. Two copies of the Contract and the Bond shall be manually signed by the Contractor. If the Contractor is a partnership or joint venture, all partners or joint ventures shall sign the Contract and the Bond except that one partner or one joint venturer may sign for the partnership or joint venture when all other partners or joint venturers have executed a Power-of-Attorney authorizing one partner or joint venturer to sign. The Power-of-Attorney shall accompany the executed contract and the Bond.
3. If the Contractor is a corporation, the President of the corporation shall execute the Contract and the Bond unless a Power-of-Attorney or corporate resolution shall accompany the executed Contract and Bond.
4. The Bond shall be returned to the Purchasing Division undated. The Contract Date shall be inserted on the Contract when the Municipality signs the Contract and the Bond shall be dated the same as the Contract Date.

SAMPLE

**MUNICIPALITY OF ANCHORAGE
PUBLIC WORKS, MAINTENANCE & OPERATIONS
EAGLE RIVER STREET MAINTENANCE DEPARTMENT**

**ASPHALT REPAIR OR CONSTRUCTION WORK IN
CHUGIAK-BIRCHWOOD-EAGLE RIVER RURAL ROAD SERVICE AREA 2026**

VIII.

CONTRACT PERFORMANCE AND PAYMENT BOND

CONTRACT PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____
_____ of _____
as Principal, and _____
a corporation organized under the laws of the _____
_____ and authorized to transact surety business in the State of Alaska,
of _____
as Surety, are held and firmly bound unto the MUNICIPALITY OF ANCHORAGE, as Obligee, in the full and
just sum of _____
(\$ _____) Dollars, lawful money of the UNITED STATES, for the payment
which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the principal has entered into a certain
contract dated the _____ date of _____ 20 _____, with the Obligee for the
construction of _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants,
terms, conditions, and agreements of said contract, and shall promptly make payments to all persons
supplying labor and material in the prosecution of the work provided for in said contract, during the original
term of said contract and any extensions of modifications thereof that may be granted by the Municipality, with
or without notice to the Surety, then this obligation to be void; otherwise to remain in full force and effect.

This obligation is made for the use of said Obligee and also for use and benefit of all persons who may perform
any work or labor or furnish any material in the execution of said Contract and may be sued on thereby in the
name of said Obligee.

This said Surety, for the value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract or to the work to be performed thereunder or the
specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby
waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the
work or to the specifications.

Whenever Principal shall be, and declared by Obligee to be in default under the Contract the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to Obligee for completing the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsible bidder, or, if the Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the Contract and any amendments thereto, less the amount properly paid by Obligee to Principal.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hererof in _____
_____ original counterparts as of the _____ day of _____, 20_____.

WITNESS AS TO PRINCIPAL:

(AFFIX CORPORATE SEAL)

(AFFIX SURETY SEAL)

Principal Name

Principal Signature

Corporate Surety

Surety Business Address

BY:

(Attorney-In-Fact)

**MUNICIPALITY OF ANCHORAGE
PUBLIC WORKS, MAINTENANCE & OPERATIONS
EAGLE RIVER STREET MAINTENANCE DEPARTMENT**

**ASPHALT REPAIR OR CONSTRUCTION WORK IN
CHUGIAK-BIRCHWOOD-EAGLE RIVER RURAL ROAD SERVICE AREA 2026**

IX.

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) shall be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No, Ext):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULE D AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS	<input type="checkbox"/> CLAIMS-					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE	<input type="checkbox"/> Y / N					OTHER
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N / A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

- The Municipality of Anchorage is an additional insured on Auto and General Liability policies. All policies, including workers compensation, contain a WAIVER OF SUBROGATION against the Municipality, except Professional Liability, .
- CANCELLATION: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the Policy Provisions."

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	Authorized Representative

COMPLIANCE WITH LAWS

The Contractor shall observe and abide by all applicable laws, regulations, ordinances and other rules of the State of Alaska and/or any political subdivisions thereof, or any other duly constituted public authority wherein work is done or services performed, and further agrees to indemnify and save the Municipality of Anchorage harmless from any and all liability or penalty which may be imposed or asserted by reason of the Contractor's failure or alleged failure to observe and abide thereby.

(Remainder of Page Initially left Blank)

INSURANCE

By submitting a bid, the bidder agrees, if they are the successful bidder, to obtain and maintain the insurance required by this section. The bidder also agrees to provide the Municipality a copy of their Certificate of Liability Insurance prior to signing the contract and prior to commencement of any work under this contract.

GENERAL: The Contractor will not allow any subcontractor to commence work until the subcontractor has obtained insurance as listed in this section. The contractor and each subcontractor shall maintain this insurance throughout the life of this contract, including any maintenance and/or guarantee/warranty period. The contractor shall obtain separate insurance certificates for each contract.

ADDITIONAL INSURED: The Municipality of Anchorage shall be listed as an additional insured on all General and Auto Liability policies required by this contract. All policies shall contain a waiver of subrogation against the Municipality, except Professional Liability. All policies shall remain in effect during the life of the contract. The Contractors insurance certificate shall also indicate the Municipality of Anchorage as a certificate holder of the policy.

WORKERS COMPENSATION: The Contractor shall purchase and maintain during the life of this contract, workers compensation insurance for all employees who will work on this project and, if any work is sublet, the Contractor shall require the subcontractor similarly to provide such insurance. Employers' Liability with a minimum limit of \$500,000 shall be maintained and Workers Compensation with minimum limits as required by Alaska State Workers Compensation Statutes. The policy shall contain a waiver of subrogation against the Municipality.

NOTICE TO "OUT-OF-STATE" CONTRACTORS WORKING IN ALASKA: The Contractor shall provide evidence of Workers Compensation insurance, either State of Alaska Workers Compensation coverage or an endorsement to the Contractor's home state Workers Compensation policy, evidencing coverage for "other states" including Alaska, prior to execution of a contract or, if approved, before commencement of contract performance in Alaska.

GENERAL LIABILITY: The Contractor shall purchase and maintain, in force, during the life of this contract such general liability insurance as shall protect the Owner and the Contractor against losses which may result from claims for damages for bodily injury, including accidental death, as well as from claims for property damages which may arise from any operations under this contract whether such operations be those of the Contractor, a subcontractor or anyone directly or indirectly employed by either of them.

<u>Commercial General Liability</u>	<u>Minimum Limits</u>
Products/Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Medical Payments	\$5,000
<u>Commercial Auto Liability</u>	<u>Minimum Limits</u>
Combined single limit (Bodily Injury and Property Damage)	\$1,000,000
Including all owned, hired, and non-owned	
<u>Workers Compensation and Employers Liability</u>	<u>Minimum Limits</u>
Per Alaska statute	\$500,000
<u>Errors and Omissions</u>	<u>Minimum Limits</u>
Professional Liability (Not required unless limits appear in space provided)	
<u>Umbrella Liability</u>	<u>Minimum Limits</u>
(Not required unless limits appear in space provided)	
\$ _____ S.I.R.	

Each insurance policy required by this section shall require the insurer to give advance notice to the MOA/Contract Administrator prior to the cancellation of the policy. IF the insurer does not notify the MOA upon policy cancellation, it shall be the Contractor's responsibility to notify the MOA of such cancellation.

**MUNICIPALITY OF ANCHORAGE
PUBLIC WORKS, MAINTENANCE & OPERATIONS
EAGLE RIVER STREET MAINTENANCE DEPARTMENT**

**ASPHALT REPAIR OR CONSTRUCTION WORK IN
CHUGIAK-BIRCHWOOD-EAGLE RIVER RURAL ROAD SERVICE AREA 2026**

X.

BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____
as Principal, and _____ a
corporation organized under the laws of the _____ and
authorized to transact surety business in the State of Alaska, of _____
_____ as Surety, are held and firmly bound unto the MUNICIPALITY OF
ANCHORAGE, as Obligee, in the full and just sum of _____
_____ (\$ _____) Dollars, lawful
money of the UNITED STATES, for the payment of which sum, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly
by the presents.

WHEREAS, the said Principle is herewith submitting its proposal for _____
_____.

The condition of this obligation is such that if the aforesaid Principal will, within the time required enter
into a formal contract and give a good and sufficient bond to secure the performance of the terms and
conditions of the contract, then this Obligation to be void; otherwise the Principal and Surety will pay
unto to the Obligee the amount stated above.

Signed, sealed, and delivered _____, 20_____.

WITNESS AS TO PRINCIPAL:

Contractor Name

Contractor Signature

(AFFIX CORPORATE SEAL)

Corporate Surety

Surety Business Address

BY: _____
(Attorney-In-Fact)

(AFFIX SURETY SEAL)

**MUNICIPALITY OF ANCHORAGE
PUBLIC WORKS, MAINTENANCE & OPERATIONS
EAGLE RIVER STREET MAINTENANCE DEPARTMENT**

**ASPHALT REPAIR OR CONSTRUCTION WORK IN
CHUGIAK-BIRCHWOOD-EAGLE RIVER RURAL ROAD SERVICE AREA 2026**

XI.

BIDDER'S CHECKLIST & RESPONSIBLE BIDDER QUESTIONNAIRE

BIDDER'S CHECKLIST

INSTRUCTION TO BIDDER

I. GENERAL:

Bidders are advised that notwithstanding any instructions or implications elsewhere in this Invitation to Bid only the documents shown and detailed on this sheet need be submitted with and made part of their bid. Other documents may be required to be submitted after bid time, but prior to award. Bidders are hereby advised that failure to submit the documents shown and detailed on this sheet shall be justification for rendering the bid nonresponsive. Evaluation of bids for responsiveness shall be accomplished in accordance with Anchorage Municipal Code, Title 7.

II. REQUIRED DOCUMENTS FOR BID

NOTE: "Only the following listed items as marked with an "X" are required to be completely filled out and submitted with the bid."

- Bid Proposal consisting of three (3) pages numbered BP-1 of 3 through BP-3 of 3. Bid Proposal Page **BP-2 of 3** must be manually signed.
- Erasures or other changes made to the Bid Proposal Sheet must be initialed by the person signing the bid.
- Bid Bond, certified check, cashier's check, OR money order shall be submitted with the bid in the amount indicated.
- All Addenda issued shall be acknowledged in the space provided on the Bid Proposal sheet or by manually signing the Addenda sheet and submitting it prior to the bid opening in accordance with Anchorage Municipal Code 7.20.020C.
- Attachment D1 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS shall be signed and submitted with the bid.
- Attachment D2 Certification Regarding Lobbying shall be signed and submitted with the bid.

BIDDER'S CHECKLIST
INSTRUCTION TO BIDDER

(CONTINUED)

II. REQUIRED DOCUMENTS AFTER BID OPENING

The following documents are required within **five (5)** working days of notification by the Purchasing Office. Failure, in whole or in part, to submit the documents required below may be grounds to determine the Bidder as non-responsible.

- In accordance with AO No. 2019-130 (S), Anchorage Municipal Code 7.20.030 and 7.20.070, Contractor Questionnaire consisting of three (3) Pages, Prime Contractor Form filled out by Prime Contractor **and** all known subcontractors. **Please review AO NO. 2019-130 (S), AMC 7.20.030 and 7.20.070, and the attached Contractor Questionnaire before submitting a bid.**
- DBE Subcontractor Utilization form must be filled out and signed. If no subcontractors will be utilized, sign form and mark N/A.
- DBE Subcontractor Performance form must be filled out and signed. If no subcontractors will be utilized, sign form and mark N/A.
- A copy or the license number of your valid State of Alaska Business License.
- A copy or the license number of your State of Alaska Contractor License.
- A copy or the license number of your Municipality of Anchorage Contractor License.
- A copy of your SAM report (or verification it's ordered) from SAM.gov.

**Municipality of Anchorage
Contractor Questionnaire**

Contractors/Vendors wishing to qualify for award of a bid or proposal offered by the Municipality of Anchorage shall submit this completed form and any supplemental information requested by this form within five days following a request by the Purchasing Officer.

This form is to be filled out by the prime, and subcontractors that perform work "on-site". On-site is defined as the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project.

Contractor/Vendor Name: _____

Owner(s) of Company (if sole proprietorship or partnership): _____

List all Alaska construction contractor's registration numbers, registration types and expiration dates of the Alaska business licenses held by your company in the past three years:

Has your company changed names, business license number, or contractor registration number in the past three years?

Yes No

If "Yes," explain on a separate signed page, including the reason for the change.

Has any owner, partner or (for corporations) officer of your company operated any business offering similar services outlined in the bid or proposal under any other name in the past three years?

Yes No

If "Yes," explain on a separate signed page, including the reason for the change.

Certifications & Disclosures

For these questions & certifications, "company" includes any entity that shares or has shared majority ownership or control with your company. "Determination of violation" includes any citations, orders or recommendations issued to or against the company.

Debarment

1. In the last three years has your company been debarred from bidding on, or being awarded, a state or federal project?

Yes No

Occupational Safety & Health

Note: Only willful violations of state or federal occupational safety and health laws will result in disqualification; disclosure of other violations does not lead to automatic disqualification.

2. In the last three years has your company been determined to have committed a **willful violation** of state or federal occupational safety and health law? For purposes of this question, a state or federal occupational safety and health law includes laws enforced by the Occupational Safety and Health Administration (OSHA), Alaska Occupational Safety and Health (AKOSH), or another state’s occupational safety and health agency.

Yes No

3. In the last three years, has the federal Occupational Safety and Health Administration (OSHA), Alaska Occupational Safety and Health (AKOSH), or another state’s occupational safety and health agency, made a determination of violation against your company?

Note: If you have filed an appeal of a citation and the appropriate appeals board has not yet ruled on your appeal, you need not include information about it.

Yes No

If “Yes,” attach a separate signed page describing each citation.

Wage & Hour

Note: Only willful violations of state or federal wage and hour laws will result in disqualification; disclosure of other violations does not lead to automatic disqualification.

4. In the last three years has your company been determined to have committed a **willful violation** of state or federal wage and hour law?

Yes No

5. In the last three years has there been a determination of violation of wage and hour laws against your company? Wage and hour violations include failure to pay minimum wages, overtime, or prevailing wages.

Yes No

If “Yes,” attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.

Unemployment Insurance & Workers’ Compensation

6. In the last three years has there been a determination of violation of unemployment insurance or workers’ compensation requirements against your company?

Yes No

If “Yes,” attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.

Licensing & Registration

7. If a license or certificate of fitness is required to perform any services provided by your company, has there been a determination of violation of any certificate of fitness requirements against your company in the last three years?

Yes No

If “Yes,” attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.

Subcontracting

8. I certify that all independent subcontractors engaged by my company meet the definition of an independent contractor under Alaska Statute 23.30.230.

Yes No

9. I understand that my company is responsible for ensuring that each subcontractor my company uses on the project completes this form and associated documentation. I will submit any disclosures required by Anchorage Municipal Code.

I understand

10. I understand that my company is responsible for providing this form and any associated documentation for each subcontractor hired after award within 30 days of hire, and that the subcontractor may not begin work on the project until such information is provided.

I understand

11. I understand that my company is responsible for ensuring that if any event, such as a violation or loss of coverage, causes the information submitted by the subcontractor to change, the subcontractor shall submit updated certifications or disclosures within 30 days of occurrence to the department contract administrator.

I understand

I declare under penalty of perjury that the foregoing is true and correct.

Dated: _____ (Signature)

(Printed name and title)

Right to Appeal: Anchorage Municipal Code provides that any person adversely affected in connection with the award of a municipal contract, including the Municipality’s determination on responsibility, may request that the mayor or assembly refer the matter to the bidding review board.

**MUNICIPALITY OF ANCHORAGE
PUBLIC WORKS, MAINTENANCE & OPERATIONS
EAGLE RIVER STREET MAINTENANCE DEPARTMENT**

**ASPHALT REPAIR OR CONSTRUCTION WORK IN
CHUGIAK-BIRCHWOOD-EAGLE RIVER RURAL ROAD SERVICE AREA 2026**

XII.

BID PROPOSAL

BID PROPOSAL
(CERTIFICATION)

TO: MUNICIPALITY OF ANCHORAGE _____, 2026
PURCHASING DEPARTMENT
632 W. 6TH AVENUE, SUITE 520
ANCHORAGE, ALASKA 99501

SUBJECT: Invitation to Bid No. 2026C024

PROJECT TITLE: CBERRRSA Asphalt Paving Services 2026

Pursuant to and in compliance with subject Invitation to Bid, and other bid documents relating thereto, the bidder hereby proposes to furnish all labor and materials and to perform all work for the construction of the above referenced project in strict accordance with the bid documents at the prices established in the Bid Proposal, page **BP- 1 of 3 through BP- 3 of 3** submitted herewith.

The bidder agrees, if awarded the contract, to commence and complete the work within the time specified in the bid documents.

The bidder acknowledges receipt of the following addenda:

Addenda No. _____ Addenda No. _____
Addenda No. _____ Addenda No. _____
Addenda No. _____ Addenda No. _____

Enclosed is a Bid Bond in the amount of _____.
(Dollar Amount or Percentage of Bid)

Type of Business Organization

The bidder, by checking the applicable box, represents that it operates as () a corporation incorporated under the laws of the State of _____, () an individual, () an LLC, () a partnership, () a nonprofit organization, or () a joint venture. If a partnership or joint venture, identify all parties on a separate page.

Is this project Federally Funded?

Yes

No

Company Name

BID PROPOSAL
(CERTIFICATION)
Continued

SUBJECT: Invitation to Bid No. 2026C024

PROJECT TITLE: CBERRRSA Asphalt Paving Services 2026

Date

Alaska Contractor's License Number

Company Name (Printed)

Employer's Tax Identification Number

Authorized Representative Signature

Printed Name & Title

Company **Mailing** Address

Company Phone Number

City, State, Zip Code

Company Fax Number

Company **Physical** Address
(if different from mailing address)

Company Email Address

City, State, Zip Code

BID PROPOSAL

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	210,000 Square Feet	SQFT	Pave 2-1/2 to 3-1/2 inches of asphalt for repair/construction work in the Chugiak-Birchwood-Eagle River Rural Road Service Area	\$ _____	\$ _____
2.	42,000 Square Feet	SQFT	Pave 2-1/2 to 3-1/2 inches of asphalt pathway in the Chugiak-Birchwood-Eagle River Rural Road Service Area	\$ _____	\$ _____
			SUBTOTAL:		\$ _____

**MUNICIPALITY OF ANCHORAGE
PUBLIC WORKS, MAINTENANCE & OPERATIONS
EAGLE RIVER STREET MAINTENANCE DEPARTMENT**

**ASPHALT REPAIR OR CONSTRUCTION WORK IN
CHUGIAK-BIRCHWOOD-EAGLE RIVER RURAL ROAD SERVICE AREA 2026**

XIII

FEDERAL PROVISIONS

FEDERAL PROVISIONS

1. DEFINITIONS

- A. **Government, Federal Government, Federal, or The United States** means the United States of America and any executive department or agency thereof.
- B. **Agency or "the Agency"** means the Federal Agency or agencies providing federal assistance.
- C. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Agency.
- D. **"MOA"** means Municipality of Anchorage.
- E. **Contractor or Prime Contractor** means contractor or vendor being awarded the contract by MOA. This definition is inclusive of any and all Contracts awarded by MOA, whether they be Construction Service, Non-Professional Service, Professional Service, Materials, or other.
- F. **Subcontractor** means any entity providing services or materials for the Prime Contractor on this Contract.

2. FEDERAL CHANGES

- A. Contractor shall at all times comply with all applicable regulations, policies, procedures, and Agency Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR Part 200, specifically 200.317 through 200.327 and more fully set forth in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- B. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by the Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. ACCESS TO RECORDS

- A. The Contractor and all subcontractors agree to provide the MOA, the Agency, the Inspectors General, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of any type of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, transcriptions, or for any other official use.
- B. The Contractor and all subcontractors agree to provide reasonable access to its personnel for the purpose of interview and discussion related to documents and/or records as described in 3.A or related to the Federal award, in general.
- C. The Contractor and all subcontractors agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- D.** The Contractor and all subcontractors agree to maintain all books, records, accounts, and reports required under this Agreement in accordance with 2 CFR, Part 200, 200.334. The Contractor and all subcontractors must retain all Federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the Contractor and all subcontractors must retain records for three years from the date of submission of their quarterly or annual financial report, respectively.

*In the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor and all subcontractors agree to maintain all Federal award records until the MOA, the Agency, the Comptroller General, or any Federal duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

- E.** The Contractor agrees to include the above clauses in each third-party subcontract financed in whole or in part with Federal assistance provided by the Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4. DEBARMENT AND SUSPENSION

- A.** This contract is a covered transaction (defined at 2 CFR 180.220) for purposes of 2 C.F.R. pt. 180. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B.** Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension" or that it is listed on the governmentwide exclusions in the System for Award Management (SAM) in accordance with the guidelines at 2 CFR 180. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 (3 CFR part 1986 Comp., p. 189) or 12689 (3 CFR part 1989 Comp., p. 235) or that is listed under any such exclusions on the governmentwide System for Award Management (SAM).
- C.** The Contractor must comply with 2 C.F.R. pt. 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment D1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment D1, Contractor is the "prospective lower tier participant."
- D.** The Contractor agrees to include paragraphs A and B above in each third-party subcontract financed in whole or in part with Federal assistance provided by the Agency. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.

- E. This certification is a material representation of fact relied upon by MOA. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C, in addition to remedies available, the MOA, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A. The MOA 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 Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the MOA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by the Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

6. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

(Applicable to all construction contracts awarded meeting the definition of “federally assisted construction contract” under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” of October 13, 1967, and as supplemented in Department of Labor regulations 41 CFR Part 60. 41 CFR 60-1.4(b) is hereby incorporated by reference. (See complete clause - Appendix A.)

- A. Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status, and denial of family care leave.
- B. Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

7. ANTI-KICKBACK ACT COMPLIANCE

(applicable to all contracts and subgrants for construction or repair, 44 CFR)

Contractor agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C 3145) as supplemented in Department of Labor regulations (29 CFR Part 3) “Contractors and

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”.

- A. The Contractor and all subcontractors agree to refrain from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations must be reported to the Federal Agency.
- B. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by the Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8. DAVIS-BACON ACT COMPLIANCE

(Applicable to construction contracts in excess of \$2,000 awarded when required by Federal program legislation)

Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141--3148) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below.

- A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, regarding prevailing wages. All labor on this project shall be paid not less than the greater of the prevailing minimum wage.
- B. All wages on this project shall be paid at a rate not less than the greater of the prevailing minimum wage as established by the U.S. Secretary of Labor (Federal Wage Rates). Current federal wage rate determinations can be found on the System for Award Management website at <https://sam.gov>.
- C. Contractor must pay wages not less than once a week.
- D. See Also, Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS

(Applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- A. **Compliance:** Contractor agrees that it shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including 40 U.S.C. 3702 and 3704 as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. **Work hours:**
Contractor must compute the wages of hours worked on the basis of a standard work week of 40 hours.
- C. **Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement 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.

- D. Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph C, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for their 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 employed in violation of the provisions and as required by prevailing Federal Regulation or Statute.
- E. Withholding for unpaid wages and liquidated damages:** The MOA 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 by prevailing Federal Regulation or Statute.
- F. Work Conditions (applicable to Construction work):** Contractor agrees to comply with the requirements of 40 U.S.C. 3704, which provides that no laborer or mechanic must be required to work in surroundings or work conditions which are unsanitary, hazardous or dangerous.
- G. Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through F of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through F of this section.

10. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

- A.** Contractor agrees to comply with the requirements set forth in 2 CFR, Part 200, 200.315 Intangible Property, including regulations as set forth in 37 CFR part 401, as applicable.
- B.** Contractor agrees that the Agency shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
- 1.** The copyright in any work developed with the assistance of funds provided under this Agreement;
 - 2.** Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- C.** The Contractor agrees to include paragraphs A and B above in each third-party subcontract financed in whole or in part with Federal assistance provided by the Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

11. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(applicable to contracts in which the Contractor wishes to enter into a Contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, research, or development projects financed by the Agency (as

defined under 37 CFR, Part 401.2(a))

- A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the MOA and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the Agency.
- B. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the MOA and Contractor agree to take the necessary actions to provide, through the Agency, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- C. The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the Agency.

12. CLEAN AIR AND WATER REQUIREMENTS

(Applicable to all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year.)

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the Agency and the Regional Office of the Environmental Protection Agency (EPA).
- B. Contractor agrees to report each violation of these requirements to the MOA in addition to reporting to the Agency and the EPA Regional Office.
- C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the Agency.

13. TERMINATION FOR CONVENIENCE OF MOA

The MOA or the Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the MOA's or the Agency's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the MOA to be paid the Contractor. If the Contractor has any property in its possession belonging to MOA, the Contractor will account for the same and dispose of it in the manner MOA directs.

14. TERMINATION FOR DEFAULT

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, MOA or the Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the

manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the MOA or the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the MOA or the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for Convenience.

15. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)
(Applicable to all bids exceeding \$100,000)

- A.** Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or any other award type, including the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, cooperative agreement or any other award type covered by 31 U.S.C. 1352.
- B.** Contractor agrees to the provisions of attachment D2, Certification regarding lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- C.** Contractor agrees to include paragraphs A and B above in each third-party subcontract financed in whole or in part with Federal assistance provided by the Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16. DISADVANTAGED BUSINESSES ENTERPRISE REQUIREMENTS

The Contractor shall make every effort possible to procure with Disadvantaged Business Enterprise ("DBEs") businesses, which includes, but may not be limited to Minority-Owned Businesses, Women's Business Enterprises, Small Businesses, Veteran-Owned Businesses, and Labor Surplus Area firms, through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process may cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

A. PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that DBE Enterprises are used, when possible, and make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

B. "GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract DBEs, when possible. The process to attract DBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any

subcontractors to take the steps listed below to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a Contractor fails to take the steps outlined below, it may be cause for the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

1. Place qualified DBE businesses on solicitation lists;
2. Assure that DBE business enterprises are solicited whenever they are potential sources;
3. Divide total requirements into smaller tasks or quantities to permit maximum participation by DBE business enterprises;
4. Establish delivery schedules (for example, the percentage of an order to be delivered by a given date of each month), which encourage participation by DBE business enterprises; and
5. Use the services and assistance of organizations such as the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
6. Contractor must include this section in all subcontract awards.

17. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)

- A. Contractor shall comply and shall assure compliance for all of its subcontractors with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1967, as amended, 42 U.S.C 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B. The Contractor and all subcontractors should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

18. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (2 CFR 200.216)

- A. Contractors and subcontractors awarded funds through this Contract are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain covered telecommunications equipment or services;
 2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain

covered telecommunications equipment or services.

- B.** As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:
1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 3. Telecommunications or video surveillance services provided by such entities or using such equipment;
 4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- C.** For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- D.** In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- E.** When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- F.** See Public Law 115-232, section 889 for additional information.
- G.** See also § 2 CFR, 200.471.

19. DOMESTIC PREFERENCE FOR PROCUREMENT

The Contractor shall, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) as required by 2 CFR 200.322, and, as applicable, in 2 CFR Part 184 Buy America Preferences for Infrastructure Projects. The requirements of this section

must be included in all subawards, contracts, and purchase orders under Federal awards.

- A. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- B. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- C. Contractor agrees to include this clause in each third-party subcontract financed in whole or in part with Federal assistance provided by the Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- D. Also See, OMB Memo M-22-11.

20. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, certain standard terms and conditions required by the Agency, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the Agency are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all Agency mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MOA requests that would cause MOA to be in violation of the Agency terms and conditions.

Appendix A

Equal Employment Opportunity Clause: 41 CFR 60-1.4(b)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) [Reserved]

Attachment D1

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

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

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

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting its bid or 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 proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment..

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

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

Contractor Signature

Date

Attachment D2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Contractor Signature

Date

DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract.

Prime Contractor Name		Project Name
Bid/Proposal No.	Assistance Agreement ID No. (If known)	Point of Contact
Address		
Telephone No.	Email Address	
Issuing/Funding Entity:		

I have identified potential DBE certified subcontractors	O YES	O NO	
Subcontractor Name/ Company Name	Company Address/Phone/Email	Est. Dollar Amt	Currently DBE Certified?

¹ A DBE is a Disadvantaged, Minority, Small or Woman Business Enterprise that has been certified as described in 40 CFR 33.204-33.205.

² Subcontractor is defined as a company, firm, joint venture or individual who enters into an agreement with a contractor to provide services.

DBE Subcontractor Performance

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CRF Part 33 Section 33.302(c).

Prime Contractor Signature	Print Name
Title	Date

DBE Subcontractor Performance

This form is intended to capture the DBE³ subcontractors'⁴ description of work to be performed and the price of the work submitted to the prime contractor. Prime contractor is required to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package unless subcontractors will not be used.

Subcontractor Name		Project Name
Bid/Proposal No.	Assistance Agreement ID No. (If known)	Point of Contact
Address		
Telephone No.	Email Address	
Prime Contractor Name	Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified by <input type="checkbox"/> DOT <input type="checkbox"/> SBA		Meets/ exceeds AGENCY certification standards:
O Other: _____		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

³ A DBE is a Disadvantaged, Minority, Small or Woman Business Enterprise that has been certified as described in 40 CFR 33.204-33.205

⁴ Subcontractor is defined as a company, firm, joint venture or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

DBE Subcontractor Performance

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date