



STATE OF ALASKA

Department of Environmental Conservation Division of Water

Invitation to Bid (ITB)
ITB 170007300
Date of Issue: June 8, 2017

ANALYTICAL LABORATORY SERVICES

Bidders Are Not Required To Return This Form

Important Notice: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the Procurement Officer listed in subsection 1.01 to receive subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

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SECTION 1 INTRODUCTION AND INSTRUCTIONS

1.01 ITB Administration Information

ITB Title:	Analytical Laboratory Services
ITB Project Description:	Laboratory services for a variety of environmental analyses on wastewater influent or effluent samples, fresh and marine water, sediment or biological samples.
Procurement Officer :	Natalie Wolfe, CPPO Procurement Specialist V 555 Cordova St. Anchorage, AK 99501 Email: Natalie.wolfe@alaska.gov Office phone number: 907-269-0291
Deadline To Receive Inquiries:	Monday June 12, 2017 by 4:00pm AKST
Deadline for Receipt of Bids:	All bids must be submitted by Monday June 26, 2017 by 4:00pm AKST
ITB Opening Date:	June 27, 2017 at 10:00am AKST
Initial Term of Contract and Renewals:	The initial term of the contract will be for 3 years. The contract may be renewed for 1 additional 1 year term. The total contract term may not exceed 4 years.

1.02 Purpose of the ITB

The State of Alaska, Department of Environmental Conservation (hereinafter referred to as "DEC" or "Department") is soliciting bids on behalf of its Division of Water for laboratory services, materials and equipment. Laboratory assistance will be solicited for a variety of environmental analyses on wastewater influent or effluent samples, fresh and marine water, sediment or biological samples.

1.03 ITB Schedule

Below is the schedule for this ITB. If a component of this schedule, such as the Deadline for Receipt of Bids, is delayed then the remainder of the schedule will be shifted by the same number of days.

Schedule Component	Date
Inquiries Due	Monday June 12, 2017 by 4:00pm AKST
Deadline for Receipt of Bids	Monday June 26, 2017 by 4:00pm AKST
ITB Opening	June 27, 2017 at 10:00am AKST
Notice of Intent to Award Issuance	June 28, 2017
DEC Contract Issuance	July 10, 2017
Contract Commencement Date	July 12, 2017

1.04 Budget

The Department estimates a budget of no more than \$125,000 for performance and

completion of the services provided for herein over the entire duration of the contract resulting from this ITB, to include any and all renewals. This shall be a not-to-exceed amount and bids that exceed this price will be considered non-responsive. This is an estimate only and is not guaranteed as the funding for the contract is dependent upon Legislative appropriation.

1.05 Assistance to Bidders with a Disability

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Procurement Officer identified in subsection 1.01 no later than 10 calendar days prior to the Deadline for Receipt of Bids.

1.06 Required Review

Bidders should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Procurement Officer at least 10 calendar days before the Deadline for Receipt of Bids. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Bidder's bids upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Procurement Officer, in writing, at least 10 calendar days before the Deadline for Receipt of Bids.

1.07 Pre-Bid Conference

There will not be a pre-bid conference held for this solicitation.

1.08 Inquiries

All inquiries and questions regarding this ITB must be received by the Procurement Officer in writing via e-mail no later than 4:00pm AKST on Monday June 12, 2017. The Department will provide a timely response to all questions asked in the form of an amendment to this ITB.

1.09 Amendments

If an amendment to this ITB is issued, it will be provided to all who were mailed a copy of the ITB and to those who have registered with the Procurement Officer after receiving the ITB from the State of Alaska Online Public Notice web site. It is the responsibility of Bidders and other interested parties to be aware of and read all amendments that may be issued for this ITB.

1.10 Definitions

Acronyms and definitions used in this ITB are included in Appendix B Definitions, incorporated herein and hereby made a part hereof.

1.11 Alternate Bids

Bidders may only submit 1 bid for evaluation. In accordance with 2 AAC 12.830 alternate bids (bids that offer something different than what is asked for) will be rejected.

1.12 Right of Rejection

Bidders must comply with all of the terms of the ITB; the State Procurement Code (AS 36.30); and all applicable local, state, and federal laws, codes, and regulations. The Procurement Officer may reject any bid that does not comply with all of the material and substantial terms, conditions, and specification requirements of this ITB.

Bidders may not qualify its bid nor restrict the rights of the State. If a Bidder does so, the Procurement Officer may determine the bid to be a non-responsive counter-offer and the bid may be rejected.

Minor informalities that:

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

The State reserves the right to refrain from making an award if it determines that to be in its best interest. A bid from a debarred or suspended Bidder shall be rejected.

1.13 State Not Responsible for Preparation Costs

The State will not pay any cost(s) associated with the preparation, submittal, or presentation of any bid.

1.14 Disclosure of Bid Contents

All bids and other material submitted become the property of the State of Alaska and may be returned only at the State's option. AS 40.25.110 requires public records to be open to reasonable inspection. All bid information, including detailed price and cost information, will become public information.

Trade secrets and other proprietary data contained in bids may be held confidential if the Bidder requests, in writing, that the Procurement Officer does so, and if the Procurement Officer agrees, in writing, to do so. The Bidder's request must be included with the bid, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the Procurement Officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

The Bidder also agrees to provide a redacted bid upon request by the Procurement Officer.

1.15 Subcontractors

The bid shall identify any areas within this ITB that the Bidder intends to subcontract. Within 10 calendar days after the Service Commencement Date, the Contractor shall provide the following information for each and every subcontractor it intends to use in the performance of the contract:

- Name of the subcontractor
- Address of the subcontractor
- Type of work the subcontractor will be performing
- Percentage of work the subcontractor will be providing
- Evidence that the subcontractor holds a valid Alaska business license
- A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract

All subcontractors must be approved by the DEC prior to Contractor's execution of each subcontract. After the initial approvals of subcontractors by DEC during the contract implementation period, the Contractor may not enter into any other subcontracts without prior written approval from the DEC.

Notwithstanding the approval of any subcontract, the Contractor shall be solely responsible for the satisfactory performance of all subcontractors and subcontracted services and for the compensation of all subcontractors. The Contractor shall be and remain liable for all costs and damages to the DEC caused by negligent performance or non-performance of the subcontracted services and shall indemnify, defend and hold harmless the State and its officers, employees, and agents from and against any such claims or failures by subcontractors.

If the Contractor uses any subcontractors, each subcontractor shall have a written agreement with the Contractor ensuring each subcontractor agrees to comply with the terms of the contract. That written agreement shall require each subcontractor meet and comply with all of the applicable provisions of the contract, including, the indemnity requirements, record keeping obligations, audit rights, and insurance requirements set forth herein.

Should the Contractor fail to require the subcontractors to meet and comply with all applicable provisions of the contract including, but not limited to, indemnity requirements, record keeping obligations, audit rights, and insurance requirements set forth in the contract, and such failure damages the State in any way, the Contractor shall indemnify, defend, and hold harmless the State and its officers, employees, and agents against such damage as set forth in this ITB. The Contractor shall obtain proof of other insurance required from subcontractors and submit such proof to the DEC upon request.

SECTION 2 STANDARD BID INFORMATION

2.01 Bid Submittal

Bidders shall submit 1 original and 1 complete, sealed, and signed copy of its written Bid Schedule to the Procurement Officer at the address listed in subsection 1.01 ITB Administration Information on or before the Deadline for Receipt of Bids date and time as specified herein. No Bid Schedule shall be accepted after the Deadline for Receipt of Bids date and time. A Bidder's failure to submit its bid prior to the deadline will cause the bid to be rejected. Each bid shall be clearly marked "Analytical Laboratory Services" on the outside of the package, and will be provided in accordance with the format and content set forth in this ITB.

2.02 Authorized Signature

All bids must be signed by an individual authorized to bind the Bidder to the provisions of the ITB and its bid. Bids must remain open and valid for at least 90 business days from the Deadline for Receipt of Bids.

2.03 Bidder's Certification

By signature on the bid cover letter, the Bidder certifies that they comply with the following:

- a. The laws of the State of Alaska;
- b. The applicable portion of the Federal Civil Rights Act of 1964;
- c. The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d. The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e. All terms and conditions set forth herein;
- f. A condition that the bid submitted was independently arrived at, without collusion, under penalty of perjury;
- g. That the offer will remain open and valid for at least 90 business days; and
- h. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs, or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

If any Bidder fails to comply with [a] through [h] of this paragraph, the State reserves the right to reject the bid, terminate the contract, or consider the Contractor in default.

2.04 Human Trafficking

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

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

Failure to comply with this requirement will cause the State to reject the bid as non-responsive, or cancel the contract resulting from this ITB.

2.05 Contract Performance Location

By signature on their bid, the Bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the Bidder cannot certify that all work will be performed in the United States, the Bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive, or cancel the contract.

2.06 Conflict of Interest

Each bid shall include a statement indicating whether or not the firm or any individuals identified to work on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past 2 years) and, if so, the nature of that conflict. The Commissioner of the Department of Environmental Conservation reserves the right to consider a bid non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the bid submitted by the Bidder. The Commissioner's determination regarding any questions of conflict of interest shall be final.

2.07 Amendments to Bids

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received by the Procurement Officer prior to the Deadline for Receipt of Bids. No amendments or withdrawals will be accepted after the deadline unless they are in response to the DEC's request in accordance with 2 AAC 12.290.

2.08 Supplemental Terms and Conditions

Bids must comply with subsection 1.12 Right of Rejection. However, if the State fails to identify or detect supplemental terms or conditions that conflict with those contained in this ITB or that diminish the State's rights under any contract resulting from the ITB, the term(s) or condition(s) will be considered null and void. After award of the contract:

- a. If conflict arises between a supplemental term or condition included in a bid and a term or condition of the ITB, the term or condition of the ITB will prevail; and

- b. if the State's rights would be diminished as a result of application of a supplemental term or condition included in the bid, the supplemental term or condition will be considered null and void.

2.09 Clarification of Bids

In order to determine if a bid is reasonably acceptable for award, communications by the Procurement Officer are permitted with a Bidder to clarify uncertainties or eliminate confusion concerning the contents of a bid. Clarifications may not result in a material or substantive change to the bid.

2.10 Discussions with Bidders

The DEC may conduct discussions with Bidders in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the ITB and bid. Discussions will be limited to specific sections of the ITB or bid identified by the Procurement Officer. Discussions will only be held with Bidders who have submitted a bid deemed reasonably acceptable for award by the Procurement Officer. If modifications are made as a result of these discussions they will be memorialized in writing. Following discussions, the Procurement Officer may set a time for best and final bid submissions from those Bidders with whom discussions were held. Bids may be reevaluated after receipt of best and final bid submissions.

If a Bidder does not submit a best and final bid or a notice of withdrawal, the Bidder's immediate previous bid is considered the Bidder's best and final bid. Any oral modification of a bid must be provided in writing by the Bidder.

2.11 Alaska Business License and Other Required Licenses

Prior to the award of a contract, a Bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Bidder Preference, a Bidder must hold a valid Alaska business license prior to the Deadline for Receipt of Bids. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing for information on these licenses.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>
Phone: (907) 465-2550
Email: license@alaska.gov

Acceptable evidence that the Bidder possesses a valid Alaska business license may consist of any one of the following:

- Copy of an Alaska business license;
- Certification on its bid that the Bidder has a valid Alaska business license and has included the license number in the bid;
- A canceled check for the Alaska business license fee;
- A copy of the Alaska business license application with a receipt stamp from the State's

occupational licensing office; or

- A sworn and notarized affidavit that the Bidder has applied and paid for an Alaska business license.

Bidders are not required to hold a valid Alaska business license at the time bids are opened if it possesses one of the following licenses and are offering services or supplies under that specific line of business:

- Fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game
- Liquor licenses issued by Alaska Department of Revenue for alcohol sales only
- Insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance
- Mining licenses issued by Alaska Department of Revenue

At the designated Bid Opening time, all Bidders must hold any other necessary, applicable professional licenses required by Alaska Statutes or otherwise.

2.12 Application of Preferences

Certain preferences apply to State solicitations, regardless of their dollar value, and must be claimed by a Bidder in its Bid. The DEC reserves the right to validate claim of a preference before the preference is applied to ensure the claim's validity. The Alaska Bidder and Veteran preferences are the most common preferences involved in the ITB process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when preferences apply, and provide examples of how to conduct calculations are available at the Department of Administration, Division of General Service's web site: <http://doa.alaska.gov/dgs/policy.html>.

Alaska Products Preference – AS 36.30.332

Recycled Products Preference – AS 36.30.337

Local Agriculture and Fisheries Products Preference – AS 36.15.050

Employment Program Preference – AS 36.30.321 (b)

Alaskans with Disabilities Preference - AS 36.30.321(d)

Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the Deadline for Receipt of Bids. Bidders must attach a copy of their certification letter to its bid. A Bidder's failure to provide this certification letter with its bid will cause the State to disallow the preference.

2.12.01 Alaska Bidder Preference, 5%

In accordance with AS 36.30.321(a), AS 36.30.990(2), and 2 AAC 12.260 an Alaska Bidder Preference of 5% will be applied to the overall price in the cost bid. The preference will be given to a Bidder who meets all of the following:

1. Holds a current Alaska business license prior to the Deadline for Receipt of Bids
2. Submits a bid for goods or services under the name appearing on the Bidder's current Alaska business license
3. Has maintained a place of business within the State staffed by the Bidder, or an employee of the Bidder, for a period of 6 months immediately preceding the date of the bid
4. Is incorporated or qualified to do business under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the State, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the State
5. If a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection

Alaska Bidder Preference Statement

In order to receive the Alaska Bidder Preference, a bid must include a statement certifying that the Bidder is eligible to receive the Alaska Bidder Preference.

If the Bidder is a LLC or partnership as identified in bullet 4 of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the State.

If the Bidder is a joint venture which includes a LLC or partnership as identified in bullet 5 of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the State.

2.12.02 Alaska Veteran Preference, 5%

In accordance with AS 36.30.321(f), an Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the cost bid. The preference will be given to a Bidder who qualifies under AS 36.30.990(2) as an Alaska Bidder and is one of the following:

- a. Sole proprietorship owned by an Alaska veteran
- b. Partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans
- c. Limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans
- d. Corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans

Alaska Veteran Preference Statement

In order to receive the Alaska Veteran Preference, a bid must include a statement certifying that the Bidder is eligible to receive the Alaska Veteran Preference.

2.13 Protest

AS 36.30.560 provides that an interested party may protest the content of this ITB.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective Bidder or Bidder whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the Procurement Officer at least 10 calendar days prior to the Deadline for Receipt of Bids.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract. If a Bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the Procurement Officer within 10 calendar days after the date the NOIA is issued.

A protester must have submitted a bid in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- The name, address, and telephone number of the protester
- The signature of the protester or the protester's representative
- Identification of the State Contracting Agency and the solicitation or contract at issue
- A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents and the form of relief requested

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Facsimile copies containing a signature are acceptable.

The Procurement Officer will issue a written response to the protest. The response will set out the Procurement Officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester via a method that provides evidence of receipt.

All Bidders will be notified of any protest. The review of protests, decisions of the Procurement Officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code AS 36.30, Article 8 Legal and Contractual Remedies.

SECTION 3 STANDARD CONTRACT INFORMATION

3.01 Contract Intent and Type

This ITB is intended to result in the procurement of laboratory services, materials, and equipment. Laboratory assistance will be needed for a variety of environmental analyses on wastewater influent or effluent samples, fresh and marine water, sediment or biological samples. The contract resulting from this ITB will be a Time and Materials contract. All price adjustments will be considered in accordance with subsection 3.09 Contract Compensation and Payment.

3.02 Contract Term

The initial contract term will be for 3 years from the Contract Commencement Date. The contract may be renewed for one additional 1 year term as executed through a written amendment to the contract. Renewals will be exercised solely at the discretion of the DEC.

3.03 Contract Approval

This ITB does not, by itself, obligate the State. The State's obligation will commence when a contract is approved and executed via signature by the Commissioner of the Department of Environmental Conservation, or the Commissioner's designee. The DEC will not be responsible for payment of any work done by the Contractor, even work done in good faith, if it occurs outside of the effective dates of the contract as set by DEC.

3.04 Standard Contract Provisions

The Contractor will be required to sign and submit the attached State's Standard Contract Form, [Appendix D](#), upon execution of the contract resulting from this ITB. The Contractor must comply with the contract provisions set out in the executed Standard Contract Form, as amended from time to time. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in [Appendix A State of Alaska Standard Contract Terms and Conditions](#) must be set out in the Bidder's bid.

3.05 Order of Precedence

The terms and conditions in this ITB are as set forth herein and include [Appendix A State of Alaska Standard Contract Terms and Conditions](#). The contract between the parties will consist of and precedence is established by the order of the following documents:

1. An amendment to the executed contract as provided in this ITB, with the more recent amendment taking precedence over a less recent amendment
2. The Standard Agreement Form or other final document executing the contract
3. The ITB
4. The Contractor's bid

The above numbered documents are, collectively, the "contract". These documents are complementary and what is required by one shall be binding as if required by all. In the case of

any conflict or inconsistency arising under the contract documents, a document identified with a lower number in this subsection shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. No conflict or inconsistency shall be deemed to occur in the event an issue is addressed in one of the above mentioned contract documents but is not addressed in another of such documents.

Where terms and conditions specified in the Contractor's bid differ from the terms in this ITB or Appendix A State of Alaska Standard Contract Terms and Conditions, the terms and conditions of this ITB or Appendix A shall apply. Where terms and conditions specified in the Contractor's bid supplement the terms and conditions in this ITB, the supplemental terms and conditions shall apply only if specifically accepted by the Procurement Officer in writing.

3.06 Assignment

Per 2 AAC 12.480, the Contractor may not transfer or assign any portion of the contract without prior written approval from the Procurement Officer identified in subsection 1.01 ITB Administration Information.

3.07 Disputes

The contract resulting from this ITB is governed by the laws of the State of Alaska. If the Contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

3.08 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

3.09 Indemnification

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

3.10 Insurance Requirements

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

Proof of insurance is required for the following:

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

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

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

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the Bidder non-responsible and to reject the bid.

Bidders must review Appendix B Indemnity and Insurance for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in Appendix B must be set out in the Bidder's bid.

3.11 Contract Funding

The State is a government entity and it is understood and agreed that the State's payments herein provided for may be paid from Alaska State Legislative appropriations; and approval or continuation of a contract resulting from this ITB is contingent upon Legislative appropriation. The State reserves the right to terminate the contract in whole or part if, in its sole judgment, the Legislature of the State of Alaska fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments; or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available. Further, in the event of non-appropriation, the State shall not be liable for any

penalty, expense, or liability; or for general, special, incidental, consequential, or other damages resulting therefrom.

3.12 Contract Pricing and Payment

The contract resulting from this ITB will be a Time and Materials contract for the initial contract term. Any cost that exceeds the contract award not-to-exceed amount is at the Contractor's sole risk. At the time of each possible renewal, the Contractor may submit a written request to DEC to increase the renewal year's contract prices if and only if the increase is based on justified increases in the Contractor's costs, is justified through sufficient supporting documentation, and for which funds are available and have or can be appropriated. Any request for an increase must be provided within 5 calendar days of the notice to renew the contract. If no increase is requested and approved, then the previous year's prices will automatically become the renewal year's prices. Any requested increase shall in no event exceed 3% of the applicable year's contract prices.

The Contractor will be compensated for services rendered to the DEC, in accordance with the following:

1. Contractor will invoice the DEC in accordance with the requirements herein and as set forth in [Appendix C Bid Schedule](#).
2. Payment to the Contractor is contingent upon the Contractor delivering an invoice to the DEC Project Manager no later than 45 days after the completion of a deliverable. The invoice must include all support documentation necessary to provide a reasonable assurance to the DEC Project Manager that the invoiced work is complete. The DEC retains the right to request additional justification and/or documentation as it deems necessary to ensure appropriate payment of the invoice.
3. Every invoice must include the following:
 - a. Contract Number and title "Analytical Laboratory Services"
 - b. Identification of the billing period
 - c. A detailed statement of the deliverables completed for the invoiced period, to include support documentation
 - d. Total amount billed
 - e. Date invoice was submitted for payment
 - f. Entity name, contact information, and Alaska vendor number
 - g. Name of authorized person originating or submitting the invoice for the entity
4. Invoices are to be mailed to the address noted in the Standard Contract Form.
5. Final invoices must be received by DEC no later than 45 days following completion of the project, or contract expiration.

No payment will be made until the contract is approved in accordance with [subsection 3.03 Contract Approval](#). Under no conditions will the State be liable for the payment of any interest charges or late fees associated with the cost of the contract. Additionally, the State shall not be responsible for nor pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency. Legislative, budget, or court actions may compel the Department to revise or cancel the contract.

3.12.01 Contract Pricing

The Bid Schedule shall be fixed prices as identified herein and within the Contractor's [Appendix C Bid Schedule](#). Actual effort rendered includes actual time spent in preparation and performance or delivery of the requirements in the contract. The prices shall be a Fully Burdened Rate, and must include all costs associated with the Contractor's operations, including the provision of all services and materials as needed to perform and meet the requirements herein including, but not limited to, wages, administrative overhead, travel, transportation, lodging, and all other costs associated with the performance or specifications of the contract. That rate may not fluctuate for the period of this contract unless otherwise agreed to in writing by both parties and executed as an amendment to the contract. No other costs will be considered for payment.

3.12.02 Prompt Payment

The State is eligible to receive a 5% discount off the total price of each invoice if it is paid within 10 business days from the date of receipt of the invoice. All invoices submitted for payment shall include this 5/10 net 30 term. Payment will be considered to be made as either the date a printed warrant is issued, or the date an electronic funds transfer is initiated.

3.13 Workmanship and Materials

All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The Contractor shall be responsible for the quality of all finished work and products. The State will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the Contractor at the Contractor's risk and expense. The Contractor shall be responsible for all communications regarding the progress of the contract and shall discuss with the DEC Procurement Officer or Project Manager any issues, recommendations, and decisions related to the contract. The Contractor represents and warrants that it has the necessary skill to perform and provide the work required under this ITB and that the personnel assigned by the Contractor to perform any such work will be qualified to perform the assigned duties.

Substantial failure of the Contractor to perform the contract may cause the State to terminate the contract. In this event, the State may pursue remedial actions steps set forth in [subsection 3.14.1 Remedial Action](#).

At reasonable times, the DEC may inspect those areas of the Contractor's place of business that are related to the performance of the contract resulting from this ITB. If the DEC makes such an inspection, the Contractor must provide reasonable assistance and access to all records related to the performance of the contract.

3.14 Contract Compliance and Cure Notice

The DEC reserves the right, without limitation, to monitor, audit, assess, or conduct oversight of the Contractor's provision of and compliance with the terms and conditions within this ITB

and the resulting contract. Contract compliance audits will be conducted in accordance with DEC practices.

In the event the Contractor is not in compliance with the contract terms and conditions, either in part or in whole, the DEC Procurement Officer will provide written notice to the Contractor to cure all instances of partial or non-compliance or deficiencies. The Contractor shall respond in writing or via email to DEC Procurement Officer that it has received the written notice of deficiency within 24 hours of the date of the notification by DEC. The Contractor shall cure, or to DEC's satisfaction make substantial progress towards remedy of, all instances of partial or non-compliance or deficiencies within 30 calendar days from the date of written notification of deficiencies by DEC.

If the Contractor fails to cure or make substantial progress towards remedy of, the instances of partial or non-compliance or deficiencies within the time frame above, the DEC may determine the Contractor to be in breach and will pursue remedial action as described in 3.14.1 Remedial Action.

3.14.1 Remedial Action

In addition to any remedies available to the DEC under law or equity, the DEC at its sole discretion may require one or more of the following remedial actions if the Contractor fails to cure findings of breach, or as otherwise provided for herein:

1. The DEC may take reasonable steps to provide for such cure and may offset the costs of such cure against the contract pricing in effect at the time of occurrence of a breach;
2. Reduce and/or offset payment to reflect the reduced value of services or products received;
3. Require the Contractor to subcontract all or part of the service or products at the Contractor's sole cost;
or
4. Terminate the contract pursuant to subsection 3.15 Termination.

Withholding of payment by the DEC for the failure of the Contractor to perform shall not relieve the Contractor from its obligations under the contract and shall not be a basis for termination by the Contractor under subsection 3.15 Termination.

3.15 Termination

3.15.01 Termination for Cause

The occurrence of any of the following events shall be an Event of Default under the contract resulting from this ITB and cause for termination:

- A material breach of any term or condition of the contract
- Any representation or warranty by Contractor in its bid or the contract that proves to be untrue or materially misleading
- Any default or non-compliance as otherwise specified in the contract

Either party may terminate the contract when the other party has been provided written notice of default or material non-compliance, and has failed to cure the default or non-compliance within 30 calendar days. If the State terminates the contract for default, the State reserves the right to take any action it may deem necessary including, without limitation:

- Exercise any remedy provided by law or equity
- Suspend Contractor from receiving future solicitations
- Withhold payment until the default is remedied
- Offset of damages against payment due

3.15.02 Termination for Convenience

The State may terminate the contract for its convenience in whole or in part, if the State determines it is in the State's best interest to do so.

If the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the contract had been fully performed:

- The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to deliverables or services paid or to be paid;
- The reasonable cost of settling and paying termination settlement bids under terminated subcontracts that are properly chargeable to the terminated portion of the contract; and
- Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

3.15.03 Effect of Termination

Upon termination by the State, the Contractor shall:

- Stop work as directed by the DEC. Place no further orders or requests of subcontractors, if any, for materials, or services.
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the termination notice.
- With the advance approval of the DEC, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts the cost of which would be reimbursable, in whole or in part, in accordance with the provisions of the contract.
- Deliver or otherwise make available to the DEC all data, reports, estimates, summaries and such other information and materials, confidential information, as may have been accumulated by the Contractor in performing the contract,

whether completed or in process.

This clause does not restrict the State's termination rights under Appendix A State of Alaska Standard Contract Terms and Conditions.

3.16 Contract Invalidation

If any provision of the contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

3.17 Nondisclosure and Confidentiality

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The Contractor shall hold as confidential and will use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the Contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The Contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska guidelines provided by the State to the Contractor or a Contractor agent or otherwise made available to the Contractor or a Contractor agent in connection with this contract, or acquired, obtained or learned by the Contractor or a Contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the Contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the Contractor may disclose the confidential information after providing the State with written notice of the requested disclosure (to the extent such notice to the State is permitted by applicable law) and giving the State opportunity to review the request. If the Contractor receives no objection from the State, it may release the confidential information within 30 calendar days. Notice of the requested disclosure of confidential information by the Contractor must be provided to the State within a reasonable time after the Contractor's receipt of notice of the requested disclosure and, upon request of the State, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to

the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

3.18 Supporting Information

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made to ensure the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the State reserves the right to request supplemental information from the Bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the State and may include the requirement that a Bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A Bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the State to consider the offer non-responsive and reject the bid.

3.19 Firm, Unqualified, and Unconditional Offer

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

3.20 Alterations and Substitutions

The Contractor must obtain the written approval from the Procurement Officer prior to making any alterations to the specifications contained in this ITB. The State will not pay for alterations that are not approved in advance and in writing by the Procurement Officer.

In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the Procurement Officer makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

3.21 Delivery

Indicate within the Bid Schedule the time required to make delivery after the receipt of an order. Failure to make an entry in the space provided will be construed as an offer to deliver within 21 calendar days after the receipt of an order. Bids that specify deliveries in excess of 30 calendar days after the receipt of an order will be considered non-responsive and the bids will be rejected.

The elapsed time between the time the State places an order and the time that order is actually shipped from the Contractor's place of business must be indicated on the Bid Schedule. This processing time is to remain constant throughout the life of the contract(s).

Bidders must obtain a confirmation from the manufacturer that the items offered are scheduled for production in sufficient time to meet the scheduled delivery dates. A copy of the manufacturer's confirmation may be included with the bid or submitted within 10 days of the State's request. The Bidder's failure to provide the manufacturers confirmation as required will cause the State to consider the bid non-responsive and reject the bid.

The Contractor must notify the freight company that delivers the order that the State facility receiving the order requires 24 hours advance notice of delivery.

F.O.B. POINT: The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the State.

The cost of shipping and delivery is to be included in the bid price. There will be no additional charge for shipping and delivery.

3.22 Quantities

The quantities referenced in this ITB are the State's estimated requirements and may vary more or less from the quantities actually purchased. The State does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.

SECTION 4 SCOPE OF WORK

4.01 Background

Since 2001, the Division of Water programs have issued a formal Request for Proposal (RFP) to identify a pool of qualified contractors interested in providing technical assistance to the Water programs. This pool of qualified contractors was referred to as Term Contractors. The Water Division then, through a Term Contract solicitation and selection process, directly contracted with laboratories to perform laboratory analysis as needed. Historically, the Division of Water has issued multiple contracts using this process to the identified Term Contractors. This process was retired at the conclusion of the current Term Contracts, and the DEC is issuing this ITB with the intent of awarding one contract to one Contractor.

Therefore, beginning in Fiscal Year (FY)18, this solicitation is being issued to select one Contractor for all Division of Water analytical laboratory work. The Contractor may sub-contract any and all work around the State, as necessary to other certified laboratories in order to meet the requirements for testing and timeliness as required by DEC.

4.02 General Requirements

The DEC is soliciting bid from Bidders to perform the services, tasks, and deliverables set forth herein. The Contractor awarded the contract resulting from this ITB shall manage and perform all aspects of the scope of work as noted herein. The scope of work shall be performed on time and on budget. The anticipated budget for this ITB is a not to exceed amount of \$125,000. Funding for the contract resulting from this ITB is subject to legislative appropriation.

Any requested change to the time, scope, or cost of the contract resulting from this ITB must be agreed upon and executed through a written amendment to the contract. The DEC reserves the right to request documentation that supports and justifies an increase to the cost of the contract, and reserves the right in good faith to either accept or reject any such request. Any conflicting technical requirements will be resolved between the contractor and DEC in a timely manner throughout the duration of the contract.

The contractor shall comply with each of the following:

1. Adherence with all applicable federal, state, and local laws and ordinances.
2. Unless otherwise specified, the contractor shall perform all work in accordance with the Alaska Administrative Code, sections 18 AAC 70.020(1-3).
3. Work shall be performed by qualified personnel, experienced with work of the nature described herein.
4. Proposals that exceed the budget are subject to either rejection by DEC or contract negotiation, at DEC's sole discretion. DEC reserves the right to not accept proposals that are not in the best interest of the state.

5. Should the effort of the contract resulting from this RFQ, within this scope of work, develop into more than originally anticipated, DEC reserves the right to increase the time, scope, or cost of the contract as agreed upon and memorialized through a written amendment.
6. The Contractor may, at times, sub-contract part or all of these tasks to a sub-contractor approved by the Project Manager if there is an analytical need out of the range of the contractor's lab facility in order to meet the objective of the Division of Water in a timely manner. DEC retains the right to contact sub-contracted laboratory(ies) directly with questions regarding sub-contracted analysis. Contractor shall be responsible for billing the Division on behalf of the sub-contractor.

4.03 Laboratory Analytical Support

The Contractor shall perform the following:

- a. Provide analytical support to conduct a variety of environmental analyses on collected wastewater influent or effluent samples, fresh and marine water, sediment or biological samples. A list of possible analytes is included in Attachment 1.
- b. Respond in a timely manner to e-mail or telephone requests for all sampling containers, preservatives, sample identification and shipping materials necessary for Water staff to collect samples in the field.
- c. Provide occasional prescheduled sample receiving support outside normal business hours.
- d. Provide expedited turn-around on analytical results when required.
- e. Provide shipping necessary when samples cannot be delivered to an on-site laboratory in either Anchorage, Fairbanks or Juneau.

4.04 Deliverables

The Contractor shall perform the following:

- a. Provide analytical reports with associated Quality Assurance/Quality Control (QA/QC) documentation as required by the specific project.
- b. Provide results in a standardized electronic format as required by the specific project.
- c. Provide copy of data report and supporting information in MS Excel or Word document format.
- d. Provide a current copy of the laboratory Quality Control Manual.

4.05 Description of Laboratory Facilities

Offerors must provide comprehensive narrative statements that set out a physical description of the laboratory. Include every important piece of analytical instrumentation and any specialized modifications to the building including exhaust hoods, clean room facilities, and so on. Also include a laboratory floor plan detailing which operations such as sample receiving, inorganic/organic prep, and so on.

Attachment 1 provides the list of desired analytes and their current preferred test method. Contractors must complete this attachment certifying which analytes and methods they can

provide. Contractors may include additional methods and analytes that they wish to be considered if issued a contract, this information can be a continuation of the table provided as Attachment 1.

In order to be deemed responsive the bidder must provide documentation showing successful completion of blind performance evaluation sample results from a National Environmental Laboratory Accreditation Program (NELAP), http://www.nelac-institute.org/PT.php#pab1_4, accredited Proficiency Testing (PT) vendor program for waste water analysis for analytes/methods of interest. In addition, if the laboratory participates in NELAP accreditation for water/waste water analysis, please provide results of latest PT study.

SECTION 5 BID INSTRUCTIONS

5.01 Bid Schedule

The Bidder shall submit Appendix D Bid Schedule and shall state all prices as a Fully Burdened Rate in accordance with subsection 3.12.01 Contract Pricing. Bidders shall include FOB transportation costs in the total cost column for each item on the Bid Schedule.

Complete the entire Bid Schedule for the parameters listed. The Bidder shall provide the information on normal pricing, any available discount pricing for large volume projects, extra charges for electronic data delivery, or extra charges for work that is requested to be done out of normal business hours. The Bidder agrees to complete the analyses within the normal turnaround time stated in the Bid Schedule.

In the event of a difference between a price stated in words and a price stated in figures, the words shall govern. Math errors shall be corrected based on the criteria that words prevail over figures and that unit prices prevail over total prices (extensions of unit prices or bid summations). Bidders must bid on all items on the Bid Schedule in order to be considered responsive to this ITB. Failure to bid on all items on the Bid Schedule will cause the bid to be deemed non-responsive and therefore not considered.

Alternative bids for anything other than what is required will be rejected unless any possible alternatives are allowed in this ITB. By submitting a bid, the bidder agrees to the terms and conditions contained in this ITB, and that the VSW Program has the sole discretion to interpret and enforce the terms and conditions of this ITB.

5.02 Delivery Due Date

The Project Manager will contact the successful Bidder and discuss any further delivery details and logistics as needed upon the Contract Commencement Date.

5.03 Bid Cover Letter

The bid must include a cover letter on official letterhead of the Bidder; with the Bidder's name, mailing address, telephone number, facsimile number, e-mail address, and name of Bidder's authorized signer. The cover letter must identify the ITB title and number, and must be signed, in ink, by an individual authorized to commit the Bidder to the work proposed. In addition, the cover letter must include:

5.03.01 Identification of the Bidder's corporate or other legal entity status. Bidders must include their tax identification number. The Bidder must be a legal entity with the legal right to contract.

5.03.2 A statement indicating the Bidder's acceptance of and willingness to comply with the requirements of the ITB and attachments, including but not limited to the State of Alaska Standard Contract Terms and Conditions, Appendix A and B, and all terms and conditions included herein.

5.03.3 Appendix H, A statement that Bidder is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs. Contractor information is available on the Internet at:
<https://www.sam.gov/portal/public/SAM/>

5.03.04 A statement affirming the Bid will be firm and binding for 90 calendar days from the Deadline for Receipt of Bid due date.

5.03.05 A statement affirming the following:
(If awarded a contract), Contractor consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify the State in writing of any change of address to which service of process can be made. Service shall be completed upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall have thirty (30) calendar days after completion of service in which to respond.

5.03.06 A statement acknowledging all amendments to the ITB.

5.03.07 A statement that the Bidder certifies that all services provided under the contractor resulting from this ITB by the Contractor and all subcontractors shall be performed in the United States. If the Bidder cannot certify that all work will be performed in the United States, the Bidder must contact the Procurement Officer identified in subsection 1.01 ITB Administration in writing to request a waiver at least 10 days prior to the Deadline for Receipt of Bids. The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with these requirements may cause the State to reject the bid as non-responsive, or cancel the contract.

5.03.08 Acknowledgement - By submitting a bid the Bidder certifies that:

- The Bidder certifies that its Bid meets the minimum requirements set forth in this ITB
- The Bidder attests to the accuracy and truthfulness of all information contained in its Bid.
- The Bidder certifies that the Bidder has not made and shall not make to any subcontracted provider any requests or inducements not to contract with another potential Bidder in relation to this solicitation, and that no attempt has been made or shall be made by the Bidder to induce any other person or firm to submit or not to submit a Bid.
- The Bidder certifies that the Bidder (or any of its agents) does not have a possible conflict of interest with any state employee involved in the solicitation and any ensuing contract or any other conflict of interest
- The Bidder certifies that the Bidder shall not assign or Subcontract the performance of the contract, or any portion thereof, to any other Bidder without prior and express written approval of the Administrator of the Division of Purchasing.

- The Bidder certifies that the Bidder will maintain all books, documents, payroll, papers, accounting records and other evidence pertaining to costs incurred and services rendered under the contract and make them available at reasonable times during the period of the contract, and for three years thereafter, for inspection by an authorized representative of the Department, State or Federal government.
- The Bidder certifies that the Bidder will comply with all provisions of the Freedom of Information and Privacy Act and the Alaska Public Records Law.
- The Bidder certifies that the Bidder will not discriminate in its employment practices with regard to race, color, age (except as provided by law), religion, sex, veteran status, sexual preference, national origin, or disability
- The Bidder certifies that the Bidder shall uphold the standard of a drug-free workplace in regard to its employees.

SECTION 6 EVALUATION CRITERIA AND SELECTION

6.01 Evaluation of Bids

All bids will be reviewed to determine if they are responsive. The Procurement Officer will prepare a tabulation of the Bid Schedules and identify the apparent lowest responsive and responsible Bidder. That will be the Bidder identified for award unless otherwise noted on the Notice of Intent to Award.

6.02 Contract Award and Bidder Selection

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award (NOIA), serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the State's intent to award a contract to the Bidder identified. A copy of the NOIA will be provided to each company or person who responded to the ITB. A Bidder identified as the apparent low responsive and responsible Bidder shall not proceed until a contract award is executed between the Parties. A company or person who proceeds prior to receiving a fully executed contract award from the Procurement Officer does so without a contract and at their own cost and risk. Once the protest period is over, DEC will award the contract resulting from this ITB.

SECTION 7 APPENDICES AND ATTACHMENTS

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APPENDIX A STATE OF ALASKA STANDARD CONTRACT TERMS AND CONDITIONS

Article 1 Definitions

1.1 In this ITB and appendices, "Project Manager" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.

1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2 Inspections and Reports

2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the Contractor's facilities and activities under this contract.

2.2 The Contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3 Disputes

If the Contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4 Equal Employment Opportunity

4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The Contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.

4.3 The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the Contractor's commitments under this article and post copies of the notice in conspicuous places available to

all employees and applicants for employment.

4.4 The Contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "Contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

4.5 The Contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5 Termination

The Project Manager, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the Contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6 No Assignment or Delegation

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

Article 7 No Additional Work or Material

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

Article 8 Independent Contractor

The Contractor and any agents and employees of the Contractor act in an independent

capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9 Payment of Taxes

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

Article 10 Ownership of Documents

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the Contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the Contractor agrees that this paragraph supersedes any such statement and renders it void. The Contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Manager. Unless otherwise directed by the Project Manager, the Contractor may retain copies of all the materials.

Article 11 Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12 Conflicting Provisions

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the Contractor may seek to add. The Contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The Contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the Contractor for acts of Contractor negligence, are expressly superseded by this contract and are void.

Article 13 Officials Not to Benefit

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

Article 14 Covenant Against Contingent Fees

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

Article 15 Compliance

In the performance of this contract, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16 Force Majeure

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

APPENDIX B DEFINITIONS

Bidder: Firm, Contractor, or entity responding to this Invitation to Bid.

Contract Commencement Date: The date the contract begins.

Contractor: A legal entity that submits a Bid in response to the ITB and is consequently awarded the resulting contract.

Department or DEC: Alaska Department of Environmental Conservation.

Fully Burdened Rate: A single rate that includes all of the Contractor's costs to provide goods and services called for in the ITB, to include all overhead and fixed costs.

National Environmental Laboratory Accreditation Program: A laboratory accreditation program that the standards for environmental laboratory analysis

Project Manager: The person(s) designated by the Alaska Department of Environmental Conservation to monitor the operations and performance of the Contractor for contract compliance, and to coordinate actions and communications between the DEC and the Contractor.

Quality Assurance/Quality Control: An identified process to ensure data meets specified goals.

State: The State of Alaska or the Alaska Department of Environmental Conservation as a State Contracting Agency.

Work Product: Work Product shall mean all written reports, data, documents, books, pictures, videos, movies, computer programs, computer source code and documentation, computer software, and anything else which the Contractor produces or develops in connection with rendering any performance under the contract, but shall expressly exclude Pre-Existing Intellectual Property and any licensed property belonging to a third party.

APPENDIX C Bid Schedule

Bid Item	Analytical test or service (i.e. filter sample, sample pick-up)	Unit (each or complete suite)	EPA method or alternate method	Standard Holding Times	Unit Cost (\$)	Total Cost (\$)
1						
2						
3						
4						
Note:	Bidders shall include FOB transportation costs in the total cost for each bid item					
Total Bid Amount in Words:						
Total Bid Price in Numerals:						
Bidder must indicate if they can meet expedited analytical services: Yes _____ No _____						
If the bidder cannot meet the expedited analytical services, the bidder can propose an alternate date which will be considered at DEC's discretion.						
Bidder Company:					Alaska Business License Number:	
Signature of Authorized Official:					Printed Name and Title:	
Signature Date:			Email:		Phone:	
Address:				City, State, and Zip:		

APPENDIX D STANDARD CONTRACT FORM

STANDARD CONTRACT FORM FOR GOODS AND NON-PROFESSIONAL SERVICES											
The contract between the parties are comprised of this Standard Contract Form (SCF) and its referenced Articles and Appendices											
1. Contract Number		2. Solicitation Number		3. Vendor Number (PVN)		4. AK Business License Number					
This contract/agreement is by and between the State of Alaska,											
5. Department of		Division of									
Environmental Conservation				hereafter the "State", and							
6. Contractor				hereafter the "Contractor"							
Mailing Address		City		State		Zip		Telephone		Email	
7. Contract Documents											
ARTICLE 1 DEC [Solicitation Type, Title, and #] and its Appendices and Amendments											
ARTICLE 2 Contractor's Proposal dated [Date]											
ARTICLE 3 Compensation											
ARTICLE 4 Period of Performance: The contract's Service Commencement Date is [] and the initial term ends on []											
ARTICLE 5 Consideration											
5.1 In full consideration of the Contractor's performance of the services within this contract, the State shall pay the Contractor a sum of [] not to exceed []											
5.2 When billing the State, the Contractor shall include the Contract Number and send the billing to the address and attention in Block 9.											
8. Department of				Division of							
Environmental Conservation											
Mailing Address				Attention:							
9. CONTRACTOR				13. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the variety, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - 820. Other disciplinary action may be taken up to and including dismissal.							
Name of Company											
Signature of Authorized Representative		Date									
Typed or Printed Name of Authorized Representative											
Title		Employer ID No. (EIN) or SSN									
10. CONTRACTING AGENCY				14. Signature of Head of Contracting Agency or Designee:				Date			
Division		Date									
Signature of Project Director / Contract Manager											
Typed or Printed Name of Project Director / Contract Manager				Typed or Printed Name of Authorizing Official							
				Tom Cherian							
				Title							
Title				Director, Division of Administrative Services							
NOTICE: This contract has no effect until signed as fully executed by the head of the contracting agency or designee.											

APPENDIX E FEDERAL DEBARMENT CERTIFICATION FORM

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are 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 recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Bid.

Name and Title of Authorized Representative

Signature

Date

Federal Debarment Certification Form Instructions

Instructions for Certification

1. By signing and submitting this Bid, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class 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 recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Bid is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has 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," "Bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," 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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement 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 suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Attachment 1 Complete Analyte List

Attachment 1 provides a list of desired analytes and their current preferred test method, which will be requested by and based on direction from DEC as the need arises.

Contractors are required to complete this attachment certifying which analytes and methods they can provide. Contractors are required to provide their billing rate for each analyte test they indicate they can provide in the table below. Contractors may include additional methods and analytes not identified, that they wish to be considered if issued a contract. This information can be a continuation of the table provided.

The listed analyte test rates will be the rates used for the selected contracts. The analyte test rates are fixed rates and will remain firm through the initial term of the contract in accordance with [subsection 3.12.01 Contract Pricing](#).

Test	EPA Method	Alternate Method	Price
Alkalinity	SM 20 2320B		
Aluminum	200.8		
Ammonia	SM20 4500-NH3F		
Antimony	200.8		
Arsenic	200.8		
Barium	200.8		
Beryllium	200.8		
BETX	602		
BETX Trip Blank	602		
BOD	SM 20 5210 B		
Boron	200.8		
Cadmium	200.8		
Calcium	200.7		
Chloride	300		
Cobalt	200.8		
COD	410.4		
Copper	200.8		
Cyanide	SM 20 4500 CN,C, E		
E.Coli	SM 9222B		
Enterococci	Entrolert		
Extractables	625		
Fecal Coliform	SM 9222D		
Flouride	300		
Free Residual Chlorine	SM 4500 CL-G		
Hardness	SM20 2340B		
Hexavalent Chrome	SM 3500 CR D		
Iron	200.7		

Lead	200.8		
Magnesium	200.7		
Manganese	200.8		
MBAS (Surfactants)	5540C		
Mercury	1631C	245.1	
Molybdenum	200.8		
Nickel	200.8		
Nitrate	SM20 4500 NO3-F		
Nitrate & Nitrite	SM20 4500 NO3-F		
Nitrite	SM20 4500 NO3-F		
Oil & Grease	1664		
Organophosphorous Pesticides	8141A		
Ortho - Phosphorus	SM20 4500 P-E	300	
PCB's	8082A		
pH	SM20 4500-HB		
Potassium	200.7		
Selenium	200.8		
Settable Solids	SM 20 2540F		
Silver	200.8		
Sodium	200.7		
Specific Conductance	SM2510B		
SPLP Extraction	SW1312 (prep only)		
SPLP ZHE	SW1312 (prep only)		
Sulfate	300		
TAH	602/624		
TAqH	625 SIMS		
Thallium	200.8		
Total & Dissolved Organic Carbon	SM5310B		
Total Dissolved Solids	2540C		
Total or Dissolved Metals (field filtered): Al, Sb, As, Ba, B, Be, Ca, Cd, Co, Cu, Fe, K, Pb, Mg, Mn, Mo, Na, Ni, Se, Ag, Tl, Vn, Zn	200.7	200.8	Each or complete suite
Total Nitrogen	SM4500N		
Total Phosphorus	SM 20 4500 P-B.E		
Total Residual Chlorine	SM 4500 CL-G		
Total Suspended Solids	SM 20 2540D		
TPH	1664		
True Color	SM 20 2120B		
Turbidity	SM 20 2130B		

Vanadium	200.8		
VOC Trip Blank	624		
Volatile Organics	624		
Zinc	200.8		
Lab filtration charge			