



## INFORMAL REQUEST FOR PROPOSAL (IRFP)

**Solicitation Number:** 2015-0800-2709

Newtok Environmental Site Inventory and Assessment Project
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STATE OF ALASKA  
Department of Commerce, Community, and Economic Development  
333 Willoughby Avenue  
9<sup>th</sup> Floor, State Office Building  
Juneau, Alaska 99801  
or  
PO Box 110803  
Juneau, Alaska 99811-0803

Issue Date: August 22, 2014

Closing Date: September 12, 2014

2:00 PM Alaska Prevailing Time

Shawn M. Olsen  
Procurement Specialist  
Phone: 907.465.5440  
Fax: 907.465.5441  
Email: [shawn.olsen@alaska.gov](mailto:shawn.olsen@alaska.gov)

# INTRODUCTION

The Alaska Department of Commerce, Community, and Economic Development (DCCED), Division of Community and Regional Affairs (DCRA), hereafter “Commerce”, seeks to establish a contract to perform an inventory and impact assessment of hazardous materials in the Village of Newtok, Alaska.

## **Term of Contract:**

The term of the contract will be from date of award through May 31, 2016.

Unless otherwise provided in this IRFP, the State and the successful offeror/contractor agree:

- (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and
- (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

## **Contract Budget:**

The total budget for the completion of this project is \$95,000.00. Proposals priced at more than \$95,000.00 will be considered non-responsive and be rejected. **Cost proposals must ONLY be submitted in your proposal marked “Original.”**

## **Issuing Office Address:**

Department of Commerce, Community, and Economic Development (DCCED)  
Attention: Shawn M. Olsen  
Informal Request for Proposal (IRFP) Number: 2015–0800–2709  
Project name: Newtok Environmental Site Inventory and Assessment Project  
333 Willoughby Avenue  
9<sup>th</sup> Floor, State Office Building  
Juneau, Alaska 99801  
or  
P.O. Box 110803  
Juneau, Alaska 99811-0803

## **Deadline for Receipt of Proposals:**

Offerors must submit one original and three copies of their proposal, in writing, to the procurement officer in a sealed envelope. **Proposals must be received no later than 2:00 P.M., Alaska Time on September 12, 2014. Faxed or Electronic proposals are NOT acceptable.**

An offeror’s failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

## **Contact Person:**

Offerors may email inquiries or questions concerning this IRFP to obtain clarification of requirements. Inquiries or questions are due by 4:30 p.m., Alaska Time, September 2, 2014. Email inquiries/questions must be sent to Shawn M. Olsen at [shawn.olsen@alaska.gov](mailto:shawn.olsen@alaska.gov) with the subject line: “IRFP 2015–0800–2709.” Questions will be answered and posted to the online public notice system and emailed to registered offerors. **No Phone Calls Please.**

Offerors (including subcontractors, employees, consultants or anyone else acting on their behalf) must direct all of their questions or comments regarding the IRFP, the evaluation, etc. to Shawn M. Olsen. Offerors may not contact any state employee or state agency other than the procurement officer regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are ground for suspension and/or exclusion from specific procurements.

# STANDARD PROPOSAL INFORMATION

## **Required Review:**

Offerors shall carefully review this solicitation without delay, for defects and questionable or objectionable matter. Questions, objections, or comments must be brought to the attention of the Procurement Officer in writing by 4:30 p.m. Alaska Time, September 2, 2014. A protest filed based upon any omission, error, or the context of the solicitation will be disallowed if not brought to the attention of the Procurement Officer prior to 4:30 p.m. Alaska prevailing time, September 2, 2014.

## **Conflict of Interest:**

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., employed by the State of Alaska) and, if so, the nature of that conflict. The Commissioner, Department of Commerce, Community and Economic Development reserves the right to 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 program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

## **Authorized Signature:**

An individual authorized to bind the offeror to the provisions of the IRFP must sign the proposal. By signing their proposal, the offeror certifies that the proposal remains valid for at least ninety (90) days from the proposal receipt deadline.

*By signing the proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.*

## **Aggrieved Respondents:**

An interested party shall attempt to informally resolve a dispute with the Procurement Officer. If the attempt is unsuccessful, the interested party may protest the solicitation or the award of a small procurement in accordance with Title 2 of the Alaska Administrative Code (AAC) 12.695.

## **ADA Certification:**

The State of Alaska complies with Title II of the Americans with Disabilities Act (ADA) of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a proposal should call the Procurement Officer named above to make necessary arrangements.

By signing their proposal, the offeror certifies compliance with the ADA of 1990 and that program; services and activities provided to the general public on behalf of the state under a contract resulting from this solicitation comply with the ADA of 1990, CFR, Part 35, Subpart B 35.130 of the federal government.

## **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 Alaskans with Disabilities Preference; a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community, and Economic Development; Division of Corporations, Business, and Professional Licensing, P.O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. <http://www.commerce.state.ak.us/CBP?/>

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

- (1) copy of an Alaska business license;
- (2) certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- (3) a canceled check for the Alaska business license fee;

- (4) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (5) a sworn and notarized affidavit that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess 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, or
- Mining licenses issued by Alaska Department of Revenue.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

### **Insurance Requirements:**

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B1 (Attachment #9) 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 and/or requests for modification to any of the requirements in APPENDIX B1 must be addressed in writing by September 2, 2014. Requests to materially alter Appendix B1 after the due date of proposals will not be entertained.**

# STANDARD CONTRACT INFORMATION

## **Contract Approval:**

This IRFP does not obligate the state until a contract is signed and approved by both parties. If approved, it is effective from the date of approval by Commerce. The state shall not be responsible for work done, even in good faith, prior to Commerce approval of the contract.

## **Standard Contract Provisions:**

If awarded a contract, the contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (Attachment #7). The contractor must comply with the contract provisions set out in this attachment. **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 must be addressed in writing by September 2, 2014. Requests to materially alter Appendix A after the due date of proposals will not be entertained.**

## **Contract Changes - Unanticipated Amendments:**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Commerce, Community, and Economic Development or the Commissioner's designee.

## **Nondisclosure and Confidentiality:**

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services 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 (including administrative, physical and technological security) 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, the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economical and Clinical Health Act ("HITECH Act"), and 45 C.F.R. Parts 160 and 164 ("Privacy and Security Rule"). 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.

The contractor shall comply with the business associate requirements set forth in HIPAA, the HITECH Act, and the Privacy and Security Rule if the contractor will be using or will have access to the protected health information (as defined in 45 C.F.R. 160.103) of DHSS, as part of the services performed by the contractor. The contractor shall be required to agree to the terms of, and sign, the HIPAA Business Associate Agreement as a condition of this contract if the contractor will be using or will have access to the protected health information of DHSS, as part of the services performed by the contractor.

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 protected health information (as defined in 45 C.F.R. 160.103); or classified confidential as defined by State of Alaska classification and categorization guidelines (i) 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 (ii) 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, individually identifiable health information, 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 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.



# BACKGROUND, SCOPE AND LOCATION OF WORK

## **Background:**

The Village of Newtok is a coastal community located within the Yukon Delta National Wildlife Refuge on the west bank of the Newtok River, just north of the Ninglick River and approximately 9 miles northwest of Nelson Island, in Western Alaska. The village is being critically threatened by the high rate of erosion of the Ninglick River bank adjacent to the village. The Ninglick River connects the Bering Sea with the Baird Inlet, upstream from Newtok. This erosion has been occurring for years and is recognized as a critical threat to the community. Between 1954 and 2003, the Ninglick River eroded away approximately 3,320 linear feet of land in front of the village. The average annual erosion rate for this period was 68 feet per year. However, in 2003, 110 linear feet of land between the river and the village was washed away. Studies conducted over the past two decades have concluded that there is no permanent and cost effective alternative available for remaining at the current site and that the village must relocate.

The Yukon Delta National Wildlife Refuge encompasses more than 26 million acres of land and water and is dominated by the Yukon-Kuskokwim Delta, one of the largest river deltas in the world. An abundance of water and wetland types combine to make the Refuge some of the finest waterfowl habitat in North America. The manner in which the Newtok village site is dealt with after it has been vacated could significantly impact the surrounding Refuge environment.

The potential benefits of this project reach beyond the Village of Newtok because the Newtok relocation effort is being viewed as a model for future relocation of Alaskan villages affected by flooding and erosion.

## **Scope of Work:**

This project involves the inventory of hazardous substances and sources of potential or known contamination in the Village of Newtok. Due to the progressive and unmitigable erosion of the Ninglick River, the village is in the process of relocating to a new site on Nelson Island. An inventory, assessment and cleanup strategy of the current village site is necessary. The purpose of the inventory will be to document the impacts to the surrounding environment if the village structures and facilities are washed away as a result of erosion.

This project will identify existing and potential recognized environmental conditions associated with residences and public facilities (including village fuel tank farm, power plant) within the Newtok village site. Investigations will be conducted in general accordance with "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" established by the American Society for Testing and Materials (ASTM Designation E1527-00). The project will identify alternatives and preliminary costs for remediation, and examine potential impacts if village structures were released to the environment if they were not cleaned up prior to the erosion activities washing them into the Bering Sea.

- The Contractor will prepare an inventory of hazardous substances and sources of potential or known contamination in the Village of Newtok. Existing and potential recognized environmental conditions associated with residences and public facilities (including village fuel tank farm, power plant, and landfill) will be identified. The inventory will document the impacts to the surrounding environment if the village structures and facilities are washed away as a result of erosion. The inventory will be published in the final project report with the assessment of identified conditions and clean up strategy.
- The Contractor will prepare an assessment of identified conditions using the inventory of hazardous substances and sources of potential or known contamination in Newtok. Investigations will be conducted in general accordance with "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" established by the American Society for Testing and Materials (ASTM Designation E1527-00). The Contractor will identify alternatives and preliminary costs for remediation, and examine potential impacts if village structures were released to the environment if they were not cleaned up prior to the erosion activities washing them into the Bering Sea.

- The Contractor will develop a cleanup strategy of the village site based on the inventory and assessment. The clean-up strategy will be implemented by the Village of Newtok after the community has relocated to the new village site.

**Deliverables:**

The Contractor will prepare an inventory (task I), assessment (task II) and clean-up strategy (task III) which will be documented in a project report, and will be the final deliverable of this project. The report components will be completed over 3 tasks.

➤ **Task I:**

The Contractor will provide an inventory of hazardous substances and sources of potential or known contamination in the Village of Newtok. Existing and potential recognized environmental conditions associated with residences and public facilities (including village fuel tank farm, power plant, and landfill) will be identified. The inventory will document the impacts to the surrounding environment if the village structures and facilities are washed away as a result of erosion. The inventory will be published in the final project report with the assessment of identified conditions and clean up strategy.

➤ **Interim Deliverable:**

The results of the hazardous substances and contaminants inventory will be made publicly available at the end of task I.

➤ **Task II:**

The Contractor will provide an assessment of identified conditions. Investigations will be conducted in general accordance with "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" established by the American Society for Testing and Materials (ASTM Designation E1527-00). The Contractor will identify alternatives and preliminary costs for remediation, and examine potential impacts if village structures were released to the environment if they were not cleaned up prior to the erosion activities washing them into the Bering Sea.

The Contractor will develop a cleanup strategy of the village site based on the inventory and assessment. The clean-up strategy will be implemented after the community has relocated to the new village site.

➤ **Task III:**

The final deliverable of this project will be a published report on the Newtok Environmental Site Inventory, Assessment and Cleanup Strategy.

**Location of Work:**

The locations of the work to be performed, completed, and managed are at the Contractor's location, as well as work locations the Contractor determines necessary to complete the scope of work described in this IRFP.

**\*Travel & Expenses:**

When travel is required during contract performance, the State will reimburse the Contractor per the following criteria:

1. Reimbursement for airfare and lodging shall be in accordance with Alaska Administrative Manual (AAM) 60. Travel and lodging receipts must be provided with invoices.
2. Rural travel will be on small planes.
3. There are usually no hotels or lodging facilities Newtok. "Accommodations" may consist of the contractor supplying their own sleeping bag and pad and staying at the community school or a private residence.
4. There are usually no restaurants or cooking facilities in Newtok. Food can be purchased at the local store, though it is recommended the contractor bring some food with them.

*\*All travel must be pre-approved by Commerce.*



**PRIOR EXPERIENCE:**

**In order to be deemed responsive, offerors must** demonstrate a minimum of three (3) years' experience in each of the following:

- The inventory and assessment of hazardous waste; and
- The development of timelines or strategies for hazardous waste cleanup

Evidence of meeting minimum prior experience must be shown in the Experience & Qualifications section of the offeror's proposal. **An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected. Note: Please provide the start and end dates, including month and year, in which the minimum requirements were met.**

# EVALUATION CRITERIA

## **The total number of points used to score proposals is 1000**

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out below.

### **Understanding of the Project (100 POINTS)**

Offerors should provide a concise narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

### **Methodology (150 POINTS)**

Offerors should provide a concise narrative statement that sets out the methodology they intend to employ if awarded the contract, illustrating how this methodology will serve to accomplish the work and meet the state's project schedule.

### **Management Plan (50 POINTS)**

Offerors should provide a concise narrative statement that sets out the management plan they intend to follow, illustrating how this plan will serve to accomplish the work and meet the state's project schedule.

### **Experience & Qualifications (200 POINTS)**

Proposals should demonstrate the applicable education and experience of the personnel designated to work on the project.

### **Cost (400 POINTS)**

The lowest priced proposal will receive the maximum number of points allocated to cost. Other proposals for cost point allocation will be determined by the following formula:

➤  $\text{Lowest Cost Proposal} \times \text{Maximum Points for Cost} / \text{Cost of Each Higher Priced Proposal} = \text{TOTAL POINTS for cost.}$

### **Alaska Offeror's Preference (100 POINTS)**

If an offeror qualifies for the Alaska Bidder Preference, the offeror will also receive the Alaska Offeror's Preference. The preference will be ten percent (10%) of the total available points. This amount will be added to the overall score of each Alaska offeror after evaluation of proposals.

#### **5% Alaskan Bidder Preference:**

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a person who:

- (1) holds a current Alaska business license and;
- (2) submits a proposal for goods or services under the name on the Alaska business license and;
- (3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal and;
- (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 or is a partnership, and all partners are residents of the state and;
- (5) if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

#### **5% Alaska Veteran Preference:**

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.170 (b) as an Alaska bidder and is a:

- (1) sole proprietorship owned by an Alaska veteran;
- (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.

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

# PROPOSAL FORMAT AND CONTENT

The state discourages unnecessarily lengthy and costly proposals; however, all proposals must contain the following information in the following format. Proposals should be limited to the requested information and shall consist of six parts – Cover Letter, Understanding of the Project, Methodology, Management Plan, Experience & Qualifications and Cost.

All pages must be consecutively numbered.

## Cover Letter:

An individual authorized to bind the offeror to the provisions of the IRFP must sign the proposal. The cover letter should contain the offeror's complete name, mailing address, email address, telephone number; a statement confirming that the proposal is valid for ninety (90) days from the closing date for receipt of proposals; a statement confirming that the offeror will comply with all provisions of the IRFP; if applicable, provide notice that the offeror qualifies as an Alaska Bidder; provide an Alaska Business License number or certificate (if applicable); and a statement relating to any perceived or potential conflict of interest.

## Cost Proposal:

The Cost Proposal must be submitted on attachment number five. The only copy of your Cost Proposal must be submitted in your proposal marked "Original". No portion of the Cost Proposal shall be included within the body of the proposal.

# ATTACHMENTS

- (1) Proposal Evaluation Form – For your information
- (2) IRFP Acknowledgement Form – Due September 8, 2014
- (3) Proposer Information and Assurance Form – Include in your proposal
- (4) Certificate of Independent Price Determination – Include in your proposal
- (5) Cost Schedule – **Include in your original proposal ONLY**
- (6) Alaska Bidder Preference Affidavit – Include in your proposal
- (7) Standard Agreement Form – For your information
- (8) Appendix A – General Provisions – For your information
- (9) Appendix B1 – For your information
- (10) Notice of Award – For your information
- (11) Checklist – For your information

**ATTACHMENT 1**  
**PROPOSAL EVALUATION FORM**  
**Informal Request for Proposal Evaluation Sheet**

IRFP # 2015-0800-2709  
Newtok Environmental Site Inventory and Assessment Project  
Total Number of Points = 1000

Evaluator Initials \_\_\_\_\_ Date \_\_\_\_\_

Proposal Company Name \_\_\_\_\_

**Understanding of the Project – 100 Points**

- Did offeror provide a concise narrative statement that illustrates their understanding of the requirements of the project and the project schedule?

Comments:

**Total Points for Understanding:** \_\_\_\_\_

**Methodology – 150 Points**

- Did offeror provide a concise narrative statement that sets out the methodology they intend to employ if awarded the contract, illustrating how this methodology will serve to accomplish the work and meet the State's project schedule?

Comments:

**Total Points for Methodology:** \_\_\_\_\_

**Management Plan – 50 Points**

- Did offeror provide a concise narrative statement that sets out the management plan they intend to follow, illustrating how this plan will serve to accomplish the work and meet the State's project schedule?

Comments:

**Total Points for Management Plan:** \_\_\_\_\_

**Experience and Qualifications – 200 Points**

- Did offeror demonstrate the applicable education and experience of the personnel designated to work on the project?

Comments:

**Total Points Experience:** \_\_\_\_\_

**Grand Total:** \_\_\_\_\_



# **ATTACHMENT 2**

## **IRFP RECEIPT ACKNOWLEDGMENT FORM**

(Return to **Contracting Officer** by September 8, 2014)

Newtok Environmental Site Inventory and Assessment Project

IRFP No. 2015-0800-2709

Contract Projected to Begin: October 1, 2014

Contract Projected to End: May 31, 2016

ISSUED: August 22, 2014

**I have received the above specified IRFP and**

☐ .... **DO** INTEND TO RESPOND WITH A PROPOSAL

☐ .... **DO NOT** INTEND TO RESPOND WITH A PROPOSAL

AGENCY / ORGANIZATION / INDIVIDUAL

**Agency**

**Organization**

**Individual**

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**Address**

**Phone Number**

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**Please Sign on the Above Line**

**Date**

**ATTACHMENT THREE (3)**  
**PROPOSER INFORMATION AND ASSURANCE FORM**  
**INFORMAL REQUEST FOR PROPOSALS**

Department of Commerce, Community, and Economic Development

Newtok Environmental Site Inventory and Assessment Project

IRFP No. 2015-0800-2709

Contract Projected to Begin: October 1, 2014

Contract Projected to End: May 31, 2016

- (1) Proposer's Name: \_\_\_\_\_
- (2) Proposer's Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_
- (3) Status: For Profit: \_\_\_\_\_ Non-Profit: \_\_\_\_\_ Other: \_\_\_\_\_
- (4) Alaska Business License Number: \_\_\_\_\_
- (5) Internal Revenue or Social Security Number: \_\_\_\_\_
- (6) Professional Registration Number (if applicable): \_\_\_\_\_
- (7) Recipient Contact Person: \_\_\_\_\_
- (8) Authorized Representative: \_\_\_\_\_
- (9) **TERMS AND CONDITIONS:** The undersigned Proposer agrees to abide by the Department of Commerce, Community and Economic Development regulations and policies as described by law and delineated in the Informal Request for Proposal (IRFP).
- (10) The Proposer(s), by execution of the **Proposer Information & Assurance Form**, agree to be bound by the terms of the IRFP and proposal for a period of not less than **90** days.

\_\_\_\_\_  
Proposer's Authorized Signature and Title\*  
(Must be sworn before a notary public)

\_\_\_\_\_  
Date (Month, Day and Year)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

\*Proposals must be signed by an individual authorized to bind the Proposer to its provisions.

# ATTACHMENT 4

## CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(a) The proposer certifies that:

- (1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication or agreement with any other proposer or competitor relating to:
  - (i) those prices,
  - (ii) the intention to submit an offer, or
  - (iii) the methods or factors used to calculate the prices offered;
- (2) the prices in this offer have not been and will not be knowingly disclosed by the proposer, directly or indirectly, to any other proposer or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) no attempt has been made or will be made by the proposer to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

- (1) is the person in the proposer's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above; or
  - (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

*[Insert full name of person(s) in the proposer's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the proposer's organization, (add lines as needed)];*

- (ii) as an authorized agent, does certify that the principals named in subdivision (B)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (A)(1) through (a)(3) above.
- (iii) as an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (A) (1) through (A)(3) above.

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

\_\_\_\_\_  
Proposer's Authorized Signature and Title\*

\_\_\_\_\_  
Date (Month, Day and Year)

(must be sworn before a notary public, by person authorized to sign for company).

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

**My commission expires:** \_\_\_\_\_

# ATTACHMENT 5

## IRFP COST SCHEDULE

### IRFP # 2015-0800-2709

#### COST PROPOSAL

Note: The purpose of the cost formula is to provide a mechanism for offerors to submit costs per each deliverable in a manner that DCCED can evaluate and score and then use to establish billing rates for the resultant contract. Please enter your cost in the spaces provided below for completing each deliverable.

Fees proposed by the successful Offeror must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates (if applicable), employee fringe benefits, payroll, profit, markups, direct expenses, necessary travel costs, supplies, shipping and delivery costs overhead and administrative costs and any and all other expenses associated with the performance of this contract. Whatever rates are proposed must be used consistently throughout the proposal.

Item Description by Project Task/Deliverable	Price
<p><b>Task I:</b> The contractor will prepare an inventory of hazardous substances and sources of potential or known contamination in the Village of Newtok. Existing and potential recognized environmental conditions associated with residences and public facilities (including village fuel tank farm, power plant, and landfill) will be identified. The purpose of the inventory will be to document the impacts to the surrounding environment if the village structures and facilities are washed away as a result of erosion.</p> <p><b>Deliverable:</b> A written report on the hazardous substances and contaminants inventory. The inventory will be included in the final project report with the assessment of identified conditions and clean up strategy. <b>Due Friday October 30, 2015</b></p>	\$
<p><b>Task II:</b> Using the inventory of hazardous substances and sources of potential or known contamination in the Newtok, the contractor will prepare an assessment of identified conditions. Investigations will be conducted in general accordance with "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" established by the American Society for Testing and Materials (ASTM Designation E1527-00). The project will identify alternatives and preliminary costs for remediation, and examine potential impacts if village structures were released to the environment if they were not cleaned up prior to the erosion activities washing them into the Bering Sea.</p> <p><b>Deliverable:</b> A written report on the assessment of identified conditions, which will be integrated into the final project report. <b>Due Monday January 4, 2016</b></p>	\$
<p><b>Task III:</b> The contractor will develop a cleanup strategy of the Newtok village site based on the hazardous inventory and assessment. The clean-up strategy will be implemented by the Village of Newtok after the community has relocated to the new village site.</p> <p><b>Deliverable:</b> Published report on the Newtok Environmental Site Inventory, Assessment and Clean-up Strategy with the following sections:</p> <ul style="list-style-type: none"> <li>• Hazardous Substances and Contaminants Inventory</li> <li>• Assessment of Identified Conditions</li> <li>• Recommended Clean-up Strategy</li> </ul> <p><b>Due Tuesday May 31, 2016</b></p>	\$
<p><b>Price for Evaluation is the sum of lines 1-3</b> <b>Grand Total</b></p>	\$

**This page must be completed and submitted with the original proposal.**

**Contract Payment:**

No payment will be made until the Contract is approved by the Commissioner of the Department of Commerce, Community, and Economic Development, or the Commissioner's designee. The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the Project Manager. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.



## ATTACHMENT 6

**Complete Only One of  
the following:**

STATE OF ALASKA  
Department Of Commerce, Community, And Economic Development  
Certificate Of Qualification For Alaska Bidder Preference  
**AS 36.30.170(b)**

RFP No. 2015-0800-2709

Invitation to Bid No.

Business Name:

Business Address:

I certify under penalty of perjury that the above business qualifies for the Alaska Bidder Preference under the following conditions:

1. Holds a current valid Alaska Business License (a copy must be attached);
2. Submits a bid for goods, services, or construction under the name as appearing on the persons 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 six 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 or is a partnership, and all partners are residents of the state; and
5. If a joint venture, is composed entirely of ventures that qualify under (1) to (4) of this subsection.

Federal Employer Identification Number (EIN) **OR**  
Social Security Number (SSN)

Alaska Business License Number **and**  
Expiration Date

Authorized Signature(s)

Printed Name(s)

**This Certificate must be included in your bid or proposal to be considered for the preference.**

# ATTACHMENT SEVEN (7)

## STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
8. Department of		Division	hereafter the State, and
9. Contractor hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
<b>12. CONTRACTOR</b>		<b>14. CERTIFICATION:</b> 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 alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, 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 Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

**NOTICE:** This contract has no effect until signed by the head of contracting agency or designee.

# **ATTACHMENT EIGHT (8)**

## **APPENDIX A**

### **GENERAL PROVISIONS**

#### **Article 1: Definitions**

- 1.1 In this Contract 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 a signing this Contract.

#### **Article 2: Inspection 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**

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

#### **Article 4: Equal Employment Opportunity**

- 4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, 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 the 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. 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 other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

#### **Article 10: Ownership of Documents**

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

**Article 11: Governing Law**

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

**Article 12: Conflicting Provisions**

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

**Article 13: Officials Not to Benefit**

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

**Article 14: Covenant Against Contingent Fees**

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

**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.



# ATTACHMENT 9

## APPENDIX B<sup>1</sup>

### INDEMNITY AND INSURANCE

#### **Article 1: 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.

#### **Article 2: Insurance**

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 Contracting Officer prior to beginning work and must provide for a notice of cancellation, nonrenewal, 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.

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

**2.2 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 \$300,000.00 combined single limit per occurrence.

**2.3 Commercial Automobile Liability Insurance:** Covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000.00 combined single limit per occurrence.

# ATTACHMENT TEN (10)

## NOTICE OF INTENT TO AWARD

<b>STATE OF ALASKA</b>  <b>DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT</b>  <b>NOTICE OF INTENT TO AWARD FOR PROCUREMENTS OVER \$50,000.00</b>	<u><b>Date Issued</b></u>
	<u><b>Authority Number</b></u>
	IRFP No. 2015-0800-2709
<u><b>Name of Agency and Mailing Address</b></u>	<u><b>Name of Procurement Officer</b></u>
Alaska Department of Commerce Community and Economic Development Division of Administrative Services - Procurement PO Box 110803, Juneau, AK 99811-0803	Shawn M. Olsen
<b>Name of Project:</b> Newtok Environmental Site Inventory and Assessment Project	
This is notice of the State's intent to award a contract. The offeror, identified here as the apparent successful offeror, is instructed not to proceed until a signed contract or other written notice of award is received from the State. A firm or person who proceeds prior to receiving a signed contract or other written notice of award does so at their own risk. AS 36.30.365.	
An offeror who wishes to protest this Notice of Intent must file a protest within ten (10) calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day.  All protests shall be filed with the Department's procurement officer in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and, (5) the form of relief requested  Per AS 36.30.550, AS 36.30.560 and AS 36.30.565	
<u><b>Apparent Successful Offeror's Name and Address</b></u>	
<u><b>All other Offeror's Names in Alphabetical Order</b></u>	<u><b>All Other Offer's Address</b></u>

# ATTACHMENT 11

## PROPOSAL RESPONSIVENESS CHECKLIST

### IRFP #2015-0800-2709

The following information must be included in each proposal. Proposers who do not respond to each item as specified below will be considered "non-responsive" and the proposal will not be accepted for evaluation and possible award of contractual services.

This checklist may not be all inclusive of the items required to be submitted in the proposal. In case of a conflict between this checklist and the RFP, the requirements of the RFP will prevail.

*(Proposers are encouraged to use this checklist in preparation of proposals).*

Description	Checklist
Proposal received by 2:00PM, Friday, September 12, 2014 in the Procurement Office on the Ninth Floor, 333 Willoughby Avenue, Juneau, Alaska 99801. (see Section 1.01)	
Proposal <b>includes One original and 3 Copies (4 total copies)</b>	
Any amendments to the IRFP	
Attachment 3 – Proposer Information and Assurance Form	
Attachment 4 – Certificate of Independent Price Determination	
Attachment 5 – IRFP Cost Schedule	
Attachment 6 – Alaska Bidder Preference Affidavit	
Proof of Alaska Business License & Other Required Licenses	
Prior Experience Requirements	
Conflict of Interest and Restrictions	
Understanding of the Project	
Methodology & Management Plan Used for the Project	
Experience and Qualifications	