



STATE OF ALASKA

Department of Environmental Conservation Division of Environmental Health

Invitation to Bid (ITB)
ITB 180000032
Date of Issue: January 11, 2017

Organic Contaminant Testing

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.

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SECTION 1 INTRODUCTION AND INSTRUCTIONS

1.01 ITB Administration Information

ITB Title:	Organic Contaminant Testing
ITB Project Description:	Specialized chemical testing for environmental contaminants in Alaskan wild fish, shellfish, sea life, and other environmental samples.
Procurement Officer :	Laurel Shoop Procurement Specialist I 410 Willoughby Ave. Suite 303 Juneau, AK 99801 Email: laurel.shoop@alaska.gov Office phone number: 907-465-5037
Pre-Bid Conference:	Tuesday, January 30, 2018 1:30pm Alaska Standard Time (AKST)
Pre-Bid Conference Location:	Main DEC Conference Room, 2 nd floor 410 Willoughby Ave. Juneau, Alaska 99801
Deadline To Receive Inquiries:	January 29, 2018 3:00pm AKST
Deadline for Receipt of Bids:	All bids must be submitted Wednesday, February 7, 2018 by 3:00pm AKST
ITB Opening Date:	Thursday, February 8, 2018 at 10:00am AKST
Initial Term of Contract and Renewals:	The initial term of the contract will be for 1 year. The contract may be renewed for 4 additional 1 year term. The total contract term may not exceed 5 years.

1.02 Purpose of the ITB

The State of Alaska, Department of Environmental Conservation (hereinafter referred to as "DEC" or "Department") is soliciting proposals on behalf of its Division of Environmental Health for the specialized chemical testing for environmental contaminants in Alaskan wild fish, shellfish, sea life, and other environmental 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
Pre Bid Conference	Tuesday, January 30, 2018 1:30pm AKST
Inquiries Due	Wednesday, January 31, 2018 10:00am AKST
Deadline for Receipt of Bids	Wednesday, February 7, 2018 at 3:00pm AKST
ITB Opening	Thursday, February 8, 2018 at 10:00am AKST
Notice of Intent to Award Issuance	February 9, 2018

DEC Contract Issuance	February 20, 2018
Contract Commencement Date	February 21, 2018

1.04 Budget

The Department estimates a budget of no more than \$150,000 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

A non-mandatory pre-bid conference will be held on Tuesday, January 30 2018 at 1:30pm AKST. All interested parties are invited to participate either by attending the conference or by teleconference through a conference number to be provided. The pre-bid conference will be held in the Second Floor Main Conference Room at 410 Willoughby Ave., Juneau, AK 99801. Parking is limited on-site.

Parties wishing to attend via teleconference are asked to pre-register with the Procurement Officer identified in subsection 1.01 ITB Administration Information via email no later than Friday, January 26, 2018 by 3:00pm AKST. The Procurement Officer will respond to each registered party with call-in information.

Parties that have questions are encouraged to submit them in writing via e-mail to the Procurement Officer at least 24 hours prior to the pre-bid conference. Information provided

during the conference will be official once it is issued as a written amendment to the ITB. Conference participation is at the participant's expense. Non-attendance does not relieve a Bidder of any of the responsibilities of fully meeting all of the conditions set forth in this ITB.

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 10:00am AKST on Wednesday, January 31, 2018. 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 C 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 ITB 180000032 Organic Contaminant Testing 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 Type

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 one year from the Contract Commencement Date. The contract may be renewed for four additional one year terms 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 E, 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.

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. Price adjustments will not be allowed during the renewal process, and the price for this contract will remain firm and not fluctuate for the entire term of the contract, to include any and all renewals or extensions. Any request for an adjustment to the time, scope, or cost of the contract that will impact the pricing will only be considered at the Contractor's written request based on justification through sufficient supporting documentation and is subject to approval based upon Legislative or Department appropriations.

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 "Organic Contaminate Testing"
 - 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;
4. Withhold payment or require payment of actual damages caused by a breach; or
5. 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.

SECTION 4 SCOPE OF WORK/SPECIFICATIONS

4.01 Overview and Expectations

Persistent Organic Pollutants and trace metals such as mercury are being detected globally, including in pristine and vulnerable Arctic climates. These compounds are resistant to degradation and are easily transported over great distances from their source. Once deposited, they can bioaccumulate in aquatic organisms and biomagnify up the food chain, sometimes resulting in high concentrations in top predators such as large fish that eat other fish, particularly if they are long-lived. The majority of these pollutants are coming from highly industrialized areas elsewhere on the planet, such as Europe, Asia, and the U.S. and are carried to Alaska by atmospheric transport and ocean currents. These compounds are not generally manufactured or released in large quantities in Alaska.

These pollutants can impact the growth, development, and reproduction of the animals living in aquatic environments and consequently, affect the health of the animals that eat those pollutants, including birds, mammals, and humans. Monitoring environmental contaminants can give insight into the health of Alaska's aquatic ecosystems and help to evaluate the threat to wildlife resources. Collecting and analyzing tissues of different fish species from around the state will make this effort possible.

It is important to monitor the fish for contaminants to assure the health of the fish and the safety and wholesomeness of the fish as a food product for subsistence, personal use, and commercial consumers. The analysis for some of these contaminants including, but not limited to, PCB, PBDE, dioxin and furan congeners, organochlorine pesticides, and other possible halogenated compounds require specialized chemistry that cannot currently be performed at the Department of Environmental Conservation's Environmental Health Laboratory (EHL).

The Alaska Department of Environmental Conservation (DEC) Fish Monitoring Program (FMP) is sampling a variety of fish and sea life species from across Alaska to identify organic contaminants that exist in Alaska. This contract shall provide laboratory testing of the fish and sea life for a range of environmental contaminants. Species tested include important commercial, subsistence, and sport species of fish and shellfish as well as species useful for biomonitoring.

4.02 General Requirements

The goal of this ITB is to determine the levels of specific global contaminants that exist in samples of tissues from fish, shellfish, sea life, and other organisms caught in Alaska's waters and other environmental media to track changes in the concentrations of those contaminants over time.

The Contractor shall manage the Organic Contaminate Laboratory Testing for the term of the contract and optional renewals. The Contractor shall perform all work associated with the performance and delivery of the contract resulting from this ITB. For the duration of the

contract any conflicting technical requirements will be resolved in negotiation with the DEC Project Manager. Any changes to the schedules, specifications, or products must be addressed in writing and approved by mutual agreement of the parties.

Biologists from the Alaska Department of Fish and Game (ADF&G), National and Oceanic and Atmospheric Administration (NOAA), and the International Pacific Halibut Commission (IPHC) and others will collect most of the tissue samples. The samples will immediately be bagged, tagged, and chilled. They will be shipped to the EHL either on ice within 24 hours or frozen and shipped at a later time.

DEC will process and homogenize the sample thoroughly as necessary. Samples sent by the DEC EHL to the Contractor may be of whole fish and sea life, skinless fillets, eggs, or composites of several whole body samples including other environmental samples. Ten to 50 grams of the tissue will be placed into each of four pre-cleaned I-Chem sample jars and stored at -20°C. A subsample of the collected samples will be sent to a contract laboratory.

4.03 Scope of Work

The Contractor shall perform required analyses for each sample that shall include, but is not limited to, PCBs, PBDEs, organochlorine pesticides, percent lipids, and/or other halogenated compounds as requested by DEC. The Contractor shall perform testing for the groups of congeners of PCBs, PBDEs, dioxins, and furans listed in Attachment 1. The Contractor shall perform testing using EPA approved methods for the list of organochlorine pesticides within the requested detection limits found in Attachment 1 and according to the method approved by DEC EHL. The use of non-EPA approved methods shall not be used without written approval from the DEC Project Manager.

The Contractor shall fill out Appendix C Bid Schedule with price information.

The list of analytes was constructed to match the contaminants previously evaluated in this and other studies performed in Alaska, as well as compounds recommended by the EPA and FDA. If a lab identifies co-eluting compounds that are different from those shown in Attachment 1, the Contractor shall clearly identify such in its bid, along with the appropriate detection limits for those co-eluting compounds.

The Contractor's laboratory shall be available during the Environmental Health Laboratories' normal business hours of 8:00 a.m. to 5:00 p.m. Alaskan Time.

The Contractor's laboratory shall perform analytical services on, including but not limited to, tissue of fish, shellfish, marine mammals, sea life, other living organisms, soil, and water. The analytical services for this contract shall include, but are not limited to:

1. Percent Lipids (tissues only)
2. Percent Solids
3. Polychlorinated biphenyl (PCB) congeners
4. Polybrominated diphenyl ether (PBDE) congeners

5. Chlorinated Pesticides
6. Polyfluorinated Compounds
7. Pharmaceuticals and Personal Care Products (PPCP)

The Contractor shall interact, as requested, with several DEC Division of Environmental Health staff, including the Program Manager, the Project Manager, the Project QA/QC Officer, the Project Chemist, and the Project Laboratory Technician to meet the requirements herein. The Project Manager will be the designated point of contact. If requested by DEC, the Contractor shall also interact with a third party data validation consultant.

Prior to analyzing the initial samples, sample blanks and equipment blanks may be shipped to the analytical laboratory for analysis to identify any potential background contamination or sample cross-contamination during processing. The Contractor shall provide sample containers and shipping supplies for these samples.

The compounds that the Contractor shall test for are provided in tabular form in Attachment 1 with acceptable minimum reporting limits. Included in each section will be identification of analytical methods that shall be used. Samples will be shipped to the Contractor by commercial courier and include a commercial courier tracking number at the beginning of the week. The laboratory shall receive samples via air shipment Monday through Saturday 8:00am to 17:00pm at the Contractor's location.

DEC will ship approximately 15 to 30 samples to the Contractor, but a sample batch will typically contain 20 samples.

To be considered responsive, the Contractor shall identify in its bid the protocols in place for chain-of-custody procedures, sample receipt, sample login, and sample tracking. The chain-of-custody shall include sample receipt date, time, temperature, commercial courier tracking number, and condition. The Contractor shall also identify in its bid that it has separate dedicated areas for receiving, preparing, and storing samples respectively. The Contractor shall demonstrate its ongoing capability to perform the required analysis, as well as provide evidence of acceptable performance. Evidence of acceptable performance shall be deemed acceptable at DEC's sole discretion. The Contractor shall also provide evidence of current lab certification of ISO 17025 or equivalent. Equivalent certification is deemed acceptable at DEC's sole discretion.

The Contractor shall process according to EPA or other DEC EHL approved alternate proposed methodology intact samples including, but not limited to, whole fish under clean conditions to minimize contamination to provide accurate and precise results according to minimum detection limits.

The Contractor shall thaw and re-homogenize tissue samples prior to sub-sampling and extraction. The Contractor shall perform sample extraction and the chemical analysis of the extract within 45 calendar days of receipt of the sample. The Contractor shall provide a complete and final data report to DEC within 60 calendar days from the date of sample receipt by the Contractor.

The laboratory shall store and maintain samples and sample extracts in the dark at -20°C for at least one year from date of receipt. At the sole discretion of DEC, the samples and extracts shall be returned to the State of Alaska DEC Office of the State Veterinarian at the end of the study. DEC EHL shall reimburse the contractor for returned shipments at cost with proof of receipt from commercial courier. If not returned, the Contractor shall be responsible for sample disposal at the end of the study. The temperature of the facility's freezer(s) shall be monitored 24 hours a day to ensure sample integrity. DEC shall have access to temperature logs upon DEC EHL request.

The following information provides the details of the required analyses:

Percent Lipid

The determination of lipid content in a sample extract shall be carried out by quantitatively measuring (by weight or by volume) an aliquot (≥ 2 g) of sample extract. Each aliquot shall be placed into a pre-weighed foil weigh boat. The solvent is allowed to evaporate at room temperature prior to drying of the extract at 105°C for at least 30 minutes. When cool, the weigh boat shall be re-weighed to determine the weight of lipid. The percent lipid in the sub-sample of extract is determined as the weight of the remaining material divided by the weight of the sample with solvent. The above lipid determination is performed in duplicate and the average percent lipid is reported. The percent recoveries of the labeled surrogate compounds in the remaining extract are corrected for amount of extract consumed in the lipid determination.

PCB Congeners by USEPA Method 1668A with HRGC/HRMS

Analysis for Polychlorinated Biphenyls (PCB) congeners shall be determined by USEPA Method 1668A or comparable method upon DEC EHL Project Manager approval. The cleanup techniques described in the method shall be employed as necessary to eliminate interferences and to obtain the lowest possible reporting limits. This should result in the minimum detection values listed, if not lower. Method 1668A requires a 5 point calibration range. If a PCB congener in a sample exceeds the calibration range the laboratory shall measure the undiluted extract and then dilute and re-analyze the extract to recover all the target compounds within the 5 point calibration range.

Polybrominated Diphenyl Ethers by USEPA Method 1614

PBDEs shall be determined by USEPA Method 1614, "Brominated Diphenyl Ethers in Water Soil Sediment and Tissue by HRGC/HRMS" or a comparable method upon DEC EHL Project Manager approval. The data quality objectives of the project require that PBDE data be free of interference from other chlorinated and brominated substances. Sufficient cleanup during extraction shall be performed to remove these interfering substances prior to final analysis of the extracts.

Organochlorine Pesticides by USEPA Method 8081

Organochlorine pesticides shall be determined by USEPA Method 8081, "Organochlorine Pesticides by Gas Chromatography" or a comparable method upon DEC EHL Project Manager approval. The data quality objectives of the project require that the organochlorine pesticide data be free of interference from other chlorinated and brominated substances. Sample cleanup during extraction shall be performed to remove these interfering substances prior to final analysis of the extracts.

Perfluorinated Compounds

Perfluorinated Compounds (PFCs) shall be analyzed by a method chosen by the contract lab upon DEC EHL Project Manager approval. The method shall be described, with Proof of Validation. Cleanup techniques shall be employed to eliminate interferences and to obtain the lowest possible reporting limits. This should result in the minimum detection values listed, if not lower.

Pharmaceuticals and Personal Care Products by USEPA Method 1694

Pharmaceuticals and Personal Care Products (PPCP) shall be determined by EPA Method 1694 or a comparable method upon DEC EHL Project Manager approval. Any modifications shall be clarified with Proof of Validation. The cleanup techniques described in the method shall be employed to eliminate interferences and to obtain the lowest possible reporting limits. This should result in the minimum detection values listed, if not lower.

Laboratory Operations/Quality Control Procedures

The quality control procedures and laboratory methods required are intended to provide a common foundation among this project and other studies being conducted in Alaska and elsewhere. To this end, appropriate data validation will be required. This will result in reliable data comparable to the data generated by other investigators.

The Contractor shall maintain chain of custody procedures with proper documentation upon receipt of samples. Sample condition, including, but not limited to, temperature, should be recorded at the time of receipt. Samples should be stored in the dark at -20°C or less at all times other than for testing purposes.

The Contractor shall provide Standard Operating Procedures (SOP) and Quality Assurance/Quality Control (QA/QC) for each analytical method included herein according to EPA Methodology for each compound. Method detection limits for each analyte shall be included in the QA/QC.

Initial calibration curves shall be established for all Instruments according to QA/QC. The Contractor shall perform a calibration verification daily and include the results for the day that samples are run. The Contractor must provide documentation that acceptable precision and accuracy limits as identified by the DEC EHL Project Manager have been achieved for all analytes. The contract laboratory will need to perform a calibration verification daily and include the results for the day that samples were run.

Reagent blanks shall be provided by the Contractor to ensure that there is no contamination. Reagent blanks shall be run with each sample batch to assess laboratory contamination during all stages of analysis, as well as running matrix spikes and duplicates with each sample batch according to SOP. Refer to the Fish Monitoring Program Quality Assurance Project Plan and the table below, for specifics.

The data from each sample batch shall be reviewed by the Contractor laboratory QA/QC officer for errors. The review will be used to guarantee that the data quality criteria for the analysis have been met. If the data quality criteria have not been met, all samples in the batch not meeting the criteria shall be reanalyzed. Corrective actions shall be taken before processing subsequent samples. If any of the QA/QC limits specified in the SOP for any analytes are exceeded, the laboratory shall contact the DEC Project Manager for resolution before continuing the analysis.

The contract laboratory shall demonstrate its sample tracking management system. All analytical results and calculations shall be stored in computer-based databases and archived by the contract laboratory. The data shall be provided to DEC in electronic formats such as .pdf or other electronic data deliverable as approved by the DEC EHL Project Manager. The electronic format shall be compatible with the DEC database, a Microsoft SQL Server. DEC database consultation will be provided on request to the Contractor's laboratory to assist with correct formatting.

The Contractor's laboratory shall supply documentation showing current accreditation from the National Environmental Laboratory Accreditation Program (NELAP), the United States Environmental Agency (USEPA), ISO 17025, and/or other nationally recognized organizations. To be considered responsive, Contractor shall submit in its bid documented proof of accreditation is current and provided to DEC EHL for the duration of this contract.

Acceptable performance (precision and accuracy) shall also be shown through regular replicate analysis of Certified Reference Materials or a comparable proficiency testing program upon approval of DEC EHL Project Manager.

4.04 Deliverables

The contractor shall provide the following deliverables:

- A. Within 45 days of signing the contract, the Contractor shall provide the DEC EHL Project Manager a written report defining the SOP for chain-of-custody and sample processing, including method and reporting limits, initial calibration curves, and analysis of sample and reagent blanks, as well as matrix spike and duplicate samples.
- B. Email reports shall be sent to the DEC Project Manager within 48 hours confirming the receipt of every sample batch. This report shall include a copy of the chain-of-custody form, description of the condition of the samples on receipt, and description of the storage prior to analysis.
- C. A written report in electronic format, .pdf via compact disk or equivalent, as well as

electronic download of data in spreadsheet format, .xls via email attachment to DEC for input into the database within 45 calendar days after receiving each sample batch, listing the tabulated analytical data results, with units and qualifiers clearly specified. Excel spreadsheets with sample and quality control results must be received within the 60 day period. Two compact disc (CD) copies of the results, along with complete supporting information, are required to be postmarked for delivery to DEC within 60 days. The results will be referenced by the project identification number and reported as; pictograms per gram (pg/g) wet weight for PCB, PBDE, and PFC congeners, nanograms/gram wet weight for organochlorine pesticides, and percent for lipids and solids. This report should document incidences when quality assurance requirements were not met and samples were reanalyzed. The written report shall include the following:

1. the tabulated sample results, with units clearly specified,
2. all the raw supporting data from the analysis of fish tissue for the specified analytes, including the data from the sample blanks, duplicates and spiked matrix samples, calibration verification data, on-going precision and accuracy data,
3. the signed chain-of-custody forms and packing slips,
4. calibration curves labeled with the date and time of preparation,
5. a case narrative signed by the laboratory manager or designee certifying the accuracy and validity of all the data reported, describing any changes to protocols, and describing problems encountered during the analyses, along with the corrective action forms to document their resolution,
6. bench sheets for sample preparation indicating dates, times, methods of preparation and analysis, with the analyst's signature, and
7. a formula showing how measurement results were calculated, with examples of actual calculations of response ratios, sample results, and detection limits.

SECTION 5 BID INSTRUCTIONS

5.01 Bid Schedule

The Bidder shall submit Appendix C 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.

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 Packaging and Shipment

All items on the Bid Schedule shall be suitably bundled and securely packaged as appropriate, for ocean barge or air transport. Items shall be nested to the greatest practical extent to minimize the volume of the shipment. Samples shall be placed in secured in crates for full protection and labeled. Vendor shall ensure that all packages sent to DEC meet holding times and temperature conditions according to the SOP. Every package shall have a label attached identifying contents and stating the following:

DEC, Division of Environmental Health
Bob Gerlach
5251 Dr. Martin Luther King Jr. Ave.
Anchorage, AK 99507

Package No.: _____ of _____

A list of items in each package shall be forwarded to the DEC Project Manager immediately after packaged goods are shipped to FOB Anchorage, Alaska. A copy of delivery documents confirming acceptance at Anchorage shall be submitted with the Contractor's written invoice as proof of delivery.

5.02 Delivery Due Date

Returned samples shall be delivered FOB Anchorage, Alaska by date requested.

The Project Manager will contact the successful Bidder and discuss any further delivery

details and logistics as needed.

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 by DEC to determine if they are responsive. To be responsive, a Bidder shall submit:

1. Evidence that they meet conditions to successfully complete work outlined in Section 4.03 Scope of Work which includes the responsivity criteria
2. Completed Appendix C Bid Schedule
3. Bid Cover Letter that contains a statement to certify all services provided under the contractor resulting from this ITB by the contractor and all subcontractors shall be performed in the United States

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 Bidder who is responsive and responsible shall not to 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

(The remainder of this page left intentionally blank)

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.

Certified Reference Material: A measurement standard, specifically, a matrix reference material that carries ISO certification or equivalent and is appropriate for the matrix being analyzed.

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.

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.

Proof of Method Validation: Documentation of steps taken to validate a method that is not a published EPA method. Validation of a method utilizes systematic laboratory studies to ensure performance measures meet the intended use of the analytical output. Performance measures include, but are not limited to: selectivity, instrument calibration, bias/trueness, precision, quantitation limits and range, detection limits, and ruggedness. Interlaboratory studies should be included if applicable.

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

APPENDIX C Bid Schedule

Bid Item#	Analyte Group	USEPA Method	Alternative Proposed Method	Price Per Sample Matrix		
				Tissue	Soil	Water
1	Pharmaceuticals and Personal Care Products	1694				
2	Polybrominated Diphenyl Ethers (PBDE)	1614				
3	Polychlorinated Biphenol Congeners (PCB)	1668A				
4	Organochlorine Pesticides	8081A				
5	Perflourinated Compounds					
6	%Total Lipid					
7	% Moisture					

Bid Price:

Bid Price: will be evaluated as the sum total of the Price Per Sample Matrix for Tissue Bid Items #2, #3, and #4.

Note: Bid evaluation will be a sum Bid Price of the Price Per Sample Matrix for Tissue Samples for Bid Items #2 + #3 + #4. If the Procurement Officer calculates the Bid Price of Bid Items #1, #2, #3 as a different sum than what is entered in the Bid Price box, the Procurement Officer will use their calculated bid price instead to evaluate the bids. Bidders must bid on all items to be considered responsive. If an Alternative Proposed Method is unacceptable to DEC, DEC reserves the right to reject the bid. DEC encourages Vendors to inquire if an Alternative Proposed Method is acceptable prior to bid submission during the Pre-Proposal Conference or by submitting an Inquiry in writing per Section 1.01 ITB Administration Information. If an Alternative Proposed Method is indicated, the Price Per Sample Matrix shall reflect the price of the Alternative Proposed Method.

Bid Price in Words:		
Bidder must indicate if they can meet the required Sample Analysis Turnaround Time of 45 days: Yes _____ No _____		
If the bidder cannot meet the Sample Analysis Turnaround Time of 45 days, the bidder can propose an alternate Sample Analysis Turnaround Time which will be considered at DEC's discretion.		
Alternate Sample Analysis Turnaround Time:		
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 Environmental Conservation		Division of _____ 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 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 8.					
8. Department of Environmental Conservation			Division of _____		
Mailing Address _____			Attention: _____		
9. CONTRACTOR					
Name of Company _____					
Signature of Authorized Representative				Date _____	
Typed or Printed Name of Authorized Representative _____					
Title _____			Employer ID No. (EIN) or SSN _____		
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.					
10. CONTRACTING AGENCY					
Division _____				Date _____	
Signature of Project Director / Contract Manager _____					
Typed or Printed Name of Project Director / Contract Manager _____					
Title _____					
14. Signature of Head of Contracting Agency or Designee: _____				Date _____	
Typed or Printed Name of Authorizing Official Tom Cherian					
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.