

INVITATION TO BID (ITB) NUMBER: 2000000003

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
49000 Army Guard Road, Suite B105B
P.O. Box 5800
Joint Base Elmendorf-Richardson, Alaska
ZIP 99505



**ITB TITLE: Soil Sampling and/or Soil Remediation Bryant Air Field,
Kipnuk, Ketchikan, Elim, and Koyuk, AK**

THIS IS NOT AN ORDER

DATE ITB ISSUED: July 11, 2019

Intent of this solicitation: The intent of this solicitation is to contract with up to five vendors for inspecting and possibly the remediation of soil in five different locations. **Vendors DO NOT have to bid on all five locations to be considered responsive.**

SEALED BIDS MUST BE SUBMITTED TO THE DIVISION OF ADMINISTRATIVE SERVICES PROCUREMENT SECTION AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION NO LATER THAN 1:00 PM ALASKA STANDARD TIME August 1, 2019.

DELIVERY LOCATION: AS SPECIFIED IN THE ITB.

DELIVERY DATE: AS SPECIFIED IN THE ITB.

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive notification of subsequent amendments and maps related to this solicitation. Failure to contact the Procurement Officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (1) the bidder has a valid Alaska business license, or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one of the following forms of evidence must be submitted with the bid:
- (2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default.

///SIGN COPY ON FILE///

Jim Manco
Procurement Specialist II

Telephone Number
907-428-7224

Fax Number
907-428-7229

Email Address
MVADasProcurement@alaska.gov

Company Submitting Bid

Authorized Signature

Printed Name

Date

Email Address

Telephone Number

IRIS Vendor ID Number

Federal Tax ID Number

Alaska Business License Number

INSTRUCTIONS TO BIDDERS:

1. INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

2. BID FORMS: Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.

3. SUBMITTING BIDS: Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Address

Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
49000 Army Guard Road, Suite B105B
P.O. Box 5800
Joint Base Elmendorf-Richardson, AK 99505

ITB No.: 200000003

Opening Date: August 2, 2019

ELECTRONIC BID SUBMISSION: Bids may be emailed to MVADasProcurement@alaska.gov, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the **maximum** size of a single email (including all text and attachments) that can be received by the state is **8mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 8 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907)428-7224 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected. To be responsive, your bid has to be completely received by the cut off time and date, not the sent time and date.

FAX BID SUBMISSION: N/A Fax bids will not be accepted.

NOTICE TO VENDORS: On July 1, 2015, the State upgraded to a new statewide procurement and financial system called IRIS. IRIS brought changes to how the State works with the vendor community. The most apparent change is the online Vendor Self Service (VSS) portal, where you can easily manage your account information, track payments and other financial transactions as well as submit bids and proposals.

To keep vendors informed the IRIS team has established a landing page at <http://doa.alaska.gov/dof/iris/vendor.html>. We are encouraging all vendors to visit the landing page and sign up to receive important email updates regarding VSS.

Note: VSS will not be used for foreign vendors, state employees, and those vendors doing business with the Division of General Services Leasing Section.

4. PRICES: The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

5. VENDOR TAX ID NUMBER: If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

6. FILING A PROTEST: A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

CONDITIONS:

- 1. AUTHORITY:** This ITB is written in accordance with AS 36.30 and 2 AAC 12.
- 2. COMPLIANCE:** In the performance of a contract that results from this ITB, 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; and pay all applicable federal, state, and borough taxes.
- 3. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- 4. SPECIFICATIONS:** Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.
- 5. FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
- 6. EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.
- 7. BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.
- 8. CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS", "FILING A PROTEST" above.
- 9. CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 10. CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- 11. ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of General Services. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- 12. SUBCONTRACTOR(S):** Subcontractor(s) will be allowed for this ITB.
- 13. FORCE MAJEURE (Impossibility to perform):** The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its 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 contractor. 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.
- 14. LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
- 15. CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- 16. DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 17. DISPUTES:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.
- 18. CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
- 19. SEVERABILITY:** If any provision of the contract 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.

SPECIAL CONDITIONS:

1. ORDER DOCUMENTS: Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

2. BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

3. CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

PREFERENCES:

Due to this solicitation having Federal Funding Sources ALL preferences will not be applicable in accordance with AS 36.30.890.

GENERAL TERMS AND CONDITIONS:

ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid Alaska business license. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

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

- a) copy of an Alaska business license;
- b) certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid; (see front page)
- c) a canceled check for the Alaska business license fee;
- d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- e) a sworn and notarized affidavit that the bidder has applied and paid for the Alaska business license.

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

NOTE: A Certificate of Authority issued by the State of Alaska, Department of Commerce, Community and Economic Development, is not the same as an Alaska Business License, and **DOES NOT** meet the statutory requirements for an Alaska Business License as stated in this section. A company or business who submits a Certificate of Authority as proof of an Alaska Business License for this solicitation will be considered non-responsive and their bid will be rejected.

BIDDERS WITH DISABILITIES: 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 Division of Administrative Services, Procurement Section at one of the following numbers no later than July 27th, 2019 to make any necessary arrangements.

Telephone: 907-428-7224
Fax: 907-428-7229
Email: MVADasProcurement@alaska.gov

COMPLIANCE WITH ADA: By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

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.

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.

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/g/tip/>

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

PREBID CONFERENCE: There will not be a pre-bid conference for this ITB.

POST-AWARD COORDINATION MEETING: Within ten (10) business days of award of this contract, the Contractor shall facilitate a Post-Award Coordination Meeting with the DMVA/AKARNG to discuss, at a minimum: the scope; work to be conducted; the project schedule; and address any Contractor questions. Minutes of the meeting shall be prepared by the Contractor within five (5) business days of the meeting and shall be signed by both the Contractor and DMVA Project Manager.

NOTICE OF INTENT TO AWARD: 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, 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(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Procurement Specialist. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the Procurement Specialist does so without a contract and at their own risk.

Notice of Intent to Award Date: August 5, 2019.

PAYMENT FOR STATE PURCHASES: Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of the Procurement Specialists assigned to the Division of Administrative Services, Department of Military & Veterans Affairs.

SHIPPING DAMAGE: The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

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.

INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Procurement Specialist 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-responsive and to reject the bid.

ANNOTATED LITERATURE: Bidders must annotate their product literature to identify for the state the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

SUPPORTING INFORMATION: The state strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the Procurement Specialist that 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.

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.

NONDISCLOSURE AND CONFIDENTIALITY: Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act 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 classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

PRICE DECREASES: During the period of the contract all price decreases experienced by the contractor must be passed on to the state. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

If the product fails to meet the ITB specifications the state will, at its option, reject the bid, cancel the contract, allow the contractor to repair the defective product or allow the contractor to replace the defective product. In no instance will the state pay any cost associated with the remedy for the defective product. The state's acceptance of tested product may not be interpreted as evidence that the product is in perfect working order. The terms of the warranty will continue to apply.

ALTERATIONS: The contractor must obtain the written approval from the Procurement Specialist prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the Procurement Specialist.

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

ITEM UPGRADES: The state reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

F.O.B. POINT: N/A

PARTS BOOKS AND MAINTENANCE MANUALS: Parts books and maintenance manuals must be provided at the same time that the equipment is delivered. The cost of the parts books and maintenance manuals is to be included in the bid price of the equipment.

REQUIRED MANUALS AND HARDWARE: The items purchased are to be shipped complete with the instructions and hardware required for installation. An operator's manual, maintenance manual, and a maintenance schedule must be included with each item when it is delivered. The cost of the installation hardware and the manuals is to be included in the bid price of the equipment.

SITE INSPECTION: there are no site-inspections for this ITB.

INVOICES: The contractor(s) must submit monthly itemized invoices by the 15th of the following month directly to each state agency that uses the contract(s). Payment will only be made by the client state agencies directly to the contractors after completion of the Scope of Work.

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

CONTINUING OBLIGATION OF CONTRACTOR: Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

PACKAGING: The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment and short-term warehouse storage.

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

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, maintenance and inspections. Service, maintenance and inspections that are improperly done will be done over, by the contractor, at the contractor's risk and expense.

CONTRACT CANCELLATION: The state reserves the right to cancel the contract at its convenience upon 30 calendar day's written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

METHOD OF AWARD: Award will be made to the lowest responsive and responsible bidder for each location. **Bidders do not need to bid on all locations to be considered responsive.**

FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the bid (by the bidder) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment 6) must be completed and submitted with your bid.

Certifications Regarding Lobbying; Debarment, Suspension, Ineligibility and Voluntary Exclusion; and Drug-Free Workplace Requirements for Expenditure of Federal Funds. This solicitation, or the contract(s) or order(s) resulting from this solicitation, may involve Federal funds. By their signature on the bid or proposal submitted in response to this solicitation, or the contract(s) or order(s) resulting from this solicitation, the bidder or offeror certifies they will comply with the requirements under 28 CFR Part 67 and 28 CFR Part 69 with regards to Lobbying; Debarment, Suspension, Ineligibility, and Voluntary Exclusion; and Drug-Free Workplace. This certification shall be treated as a material representation of fact upon which reliance will be placed when the Department of Military and Veterans Affairs determines to award the contract(s) or order(s) resulting from this solicitation.

DMVA FMO FEDERALLY FUNDED CONTRACTS SUPPLEMENTAL REQUIREMENTS:

Attached to this ITB is a copy of the State of Alaska, Department of Military and Veterans Affairs, Facilities Management Office Federally Funded Contracts Supplemental Requirements. By their signature on this ITB the bidder agrees to comply with the requirements stated within these provisions.

QUESTIONS: All questions must be in writing and directed to the Department of Military and Veterans Affairs, Division of Administrative Services, Procurement Section via EMAIL to MVADasProcurement@alaska.gov. The interested party must confirm telephone conversations in writing.

Deadline for questions is 2:00 p.m., local Alaska Time, on July 24, 2019.

SPECIFICATIONS

Area 1. Bryant Army Airfield:

**WORK STATEMENT
FOR
INITIAL SPILL RESPONSE ACTIVITIES
ALASKA ARMY NATIONAL GUARD**

PURPOSE: The Contractor shall provide services as detailed below, relative to supporting the Alaska Army National Guard's (AKARNG) Water Resources Program of the Department of Military and Veterans' Affairs (DMVA) Facility Management Office's Environmental Compliance Section (FMO-ENV).

BACKGROUND: On April 22, 2019 three areas of stained gravel adjacent to Bryant Army Airfield (BAAF) Hangar 4 asphalt apron were reported to DMVA-FMO-ENV and subsequently reported to the Alaska Department of Environmental Conservation (ADEC). The affected surface area was estimated to be 10 s.f., 5 s.f., and 3 s.f. of stained soil/gravel; the depth of contamination is estimated to be 2 feet. The terrain on the property adjacent to the Hangar 4 asphalt apron is gravel, soil and grass. This information is presented to assist Contractors for the purposes of developing a proposal to complete the work. Estimates may not be representative of the actual amount of contaminated materials or site conditions at the project location. DMVA-FMO has conducted the required compliance with Section 106 of the National Historic Preservation Act (NHPA) and no further cultural resources work is required prior to performing the soil remediation work for this project. However, if any potential cultural remains or human skeletal remains are encountered during the remediation work, the contractor must halt work temporarily and report those finds as soon as possible to the DMVA-FMO project manager. If that happens DMVA-FMO will work diligently with the contractor to perform the necessary consultation and actions with the Alaska State Historic Preservation Office (AKSHPO) and local tribal government to facilitate the continuation of this remediation work.

The facility is located on Davis Highway, Joint Base Elmendorf-Richardson (JBER), Alaska. The facility is currently staffed full-time. The property is fenced and secured; access to the facility must be gained through coordination with the DMVA-FMO-ENV Project Manager.

SCOPE OF WORK: The Contractor shall be required to provide all labor, facilities, equipment, materials, transportation and supplies necessary to perform soil sampling, soil removal, analytical sampling, backfill and disposal of contaminated soil at the AKARNG facility at JBER BAAF Hangar 4, Alaska. The Contractor shall provide a Base Bid to complete the Tasks below, with additional costs provided as specified for the applicable Subtasks.

PERIOD OF PERFORMANCE: All work must be substantially complete by December 31, 2019.

REGULATORY COMPLIANCE: The Contractor shall comply with all federal, state and local environmental and safety regulations and ensure compliance of subcontractors with these requirements throughout the performance of the contract. These regulations include, but are not limited to the following:

- 29 CFR 1910 - Occupational Safety and Health Standards
- 40 CFR 112 - Oil Pollution Prevention and Response
- 18 AAC 75 - Oil and Hazardous Substances Pollution Control
- Army Regulation (AR) 200-1 - Environmental Protection and Enhancement

PERSONNEL: The Contractor shall be responsible for the quality of work performed by all employees as well as subcontractors and shall ensure adequate resources are provided for field activities. Qualified Environmental Professionals, Qualified Environmental Samplers and competent personnel shall perform all work as required by 18 AAC 75.

During the performance of this contract, no contact with ADEC, the U.S. Environmental Protection Agency, other regulatory entities, or the press will be made by the Contractor, their representatives, staff/employees, or subcontracted persons without the prior consent of and coordination with the DMVA-FMO-ENV Project Manager.

TASKS: The scope of work shall be to conduct a soil sampling, soil removal, analytical sampling, backfill and disposal action at the site listed above. The objectives of these activities are to execute a removal action at the site to remove contamination to the lowest practicable level and meet the goal of an ADEC site determination of No Further Action Required, or equivalent.

TASK 1: RESPONSE ACTION

The Contractor shall be required to provide all labor, facilities, equipment, materials, transportation and supplies necessary to perform logistical planning, mobilization/demobilization of equipment and personnel to the site, site preparation, excavation, confirmation sampling, backfill, and disposal of all excavated material originating from the site. The Contractor shall acknowledge the excavation limits prior to removing soil.

SUBTASK A

SCHEDULING AND WORK PLAN: Within five (5) working days of notification to proceed, the Contractor shall submit to the DMVA-FMO-ENV Project Manager a Project Schedule. The schedule shall include a timeline chart of activities showing project tasks, field site activities, a description of project staffing (to include qualifications) and responsibilities, appropriate milestones, identification of decision points, deliverable dates, review times, and key schedule responsibilities. If, for any reason, the schedule is changed or modified, the Contractor shall provide an amended schedule as soon as possible. Amended schedules shall not be permitted to affect previously scheduled milestones that were to occur within five (5) working days of an amended schedule submission date. Schedule revisions shall not be effective until approved by the DMVA-FMO-ENV Project Manager.

The Contractor shall provide the DMVA-FMO-ENV Project Manager with a Work Plan to the specifications below in Task 1 Deliverables.

SUBTASK B

SITE PREPARATION AND SOIL EXCAVATION: The Contractor shall excavate the contaminated material within the release area(s) and containerize this material at an on-site loading area in a manner that allows safe transport from the site. During excavation, the site shall be properly shored and the activity area shall be secured to prevent incidental or intentional trespass and ensure the welfare of the general public. Excavated soil will be placed in *super sacks* (or pre-approved equivalent). Temporary storage for bagged, excavated material on-site is not authorized without prior approval from the DMVA-FMO-ENV Project Manager.

SUBTASK C

CONFIRMATION SAMPLING: The Contractor shall perform sampling to document the soil conditions in accordance with the Sampling Plan developed for this Subtask. The focus of the sampling and analysis effort shall be to demonstrate that the lowest practicable level of contamination has been achieved through removal actions. Sample collection frequency shall comply with applicable regulation and guidance, including the most current ADEC Field Sampling Guidance. "Qualified samplers" shall perform field-screening and sampling as required by 18 AAC 75. Sampling methods and sample management shall comply with all applicable regulatory requirements and laboratory requirements. The soil samples shall be submitted for analysis according to State analytical protocols by approved laboratories. Sufficient numbers of quality control samples shall be analyzed to comply with regulatory requirements and guidance.

SUBTASK D

DISPOSAL: The Contractor shall be responsible for transportation and disposal of the contaminated soil, in accordance with the Transportation and Disposal Plan developed for the site. Upon completion of excavation activities and prior to backfilling, the Contractor shall field-screen and sample the excavation to document that all contamination has been removed, in accordance with 18 AAC 75 and ADEC's Field Sampling Guidance. This activity shall follow the Sampling and Analysis Plan that is developed and approved for the site. Backfill shall not occur without prior approval from the DMVA-FMO-ENV Project Manager and ADEC.

SUBTASK E

SITE CLEANUP, DEMOBILIZATION AND SITE RESTORATION: The Contractor shall restore the excavated area with clean backfill and return the site to a stable and safe condition. The Contractor shall clean up the site after all operations are complete. All solid wastes, debris, and spent materials generated during the work performance shall be removed and properly disposed. The Contractor shall demobilize and remove all mobilized equipment and supplies from the site at the completion of work.

SUBTASK F

FINAL REPORT

The Contractor shall provide the DMVA-FMO-ENV Project Manager with a Final Report to the specifications below in Task 1 Deliverables.

TASK 1 DELIVERABLES: The Contractor shall be required to meet suspense dates established in the Project Schedule, as approved by DMVA-FMO-ENV. All sheets and covers of all draft plans and reports shall bear a "DRAFT" watermark.

- a. **Work Plan.** The Contractor shall develop a Work Plan (WP) in accordance with applicable regulatory requirements. The Contractor will have the plan approved by the DMVA-FMO-ENV Project Manager prior to submitting the plan to ADEC for review and approval. The WP shall outline and detail the elements of the excavation, sampling and removal activities. The WP shall include (at a minimum) the following plans:
 - i. *Field Activity Plan:* The Field Activity Plan shall identify methods and means for performing the excavation, containerizing the material, backfilling, and stabilizing the site. The site goals and source of the backfill materials shall be identified. The Contractor shall obtain all required access rights and permits for the completion of the site activities prior to submission of the final planning document. The Contractor shall coordinate scheduling of activities with BAAF Airfield Management to ensure safety of those performing fieldwork and airfield operations.
 - ii. *Sampling and Analysis Plan:* The Sampling and Analysis Plan (SAP) shall detail the proposed methods and means for sampling the site. The SAP shall identify methods for sampling location selection, screening requirements, documentation, analytical methods, sample containers and management, sampling equipment, decontamination procedures, and management of investigative derived wastes. All work shall be conducted in accordance with applicable regulations and guidance, including the most current ADEC Field Sampling Guidance. The SAP may incorporate elements of the Quality Assurance Project Plan (QAPP) by reference to identify methods and management practices to be used during data gathering activities. The Contractor shall obtain all required access rights and permits for the completion of the site activities prior to submission of the final planning document.
 - iii. *Quality Assurance Project Plan:* The Quality Assurance Project Plan shall describe the management policies, objectives, principles, organizational authority, responsibilities, accountability, and implementation plan of the Contractor for ensuring performance quality. The QAPP shall include a description of the reporting, monitoring, and corrective action processes to be used during work performance.
 - iv. *Health and Safety Plan:* A Health and Safety Plan shall be developed to include all administrative and procedural requirements for Contractor employees while involved in the performance of all aspects of this activity. Details shall be made site-specific and include local emergency contacts.
 - v. *Transportation and Disposal Plan:* The Transportation and Disposal Plan shall provide details about the storage, transport, and ultimate treatment and/or disposal of excavated material originating from the site. All containers must be compatible with the material to be contained. The plan shall identify applicable transport placarding requirements and procedures that shall be employed to comply with transportation safety and regulatory requirements. The plan shall address emergency procedures in case of release during transport. The plan shall identify the process, controls, compliance with other applicable (and potentially governing) regulations, and ultimate disposal of the excavated material.

The WP shall satisfy all regulatory requirements for site-specific "WPs". Applicable regulatory agencies shall review and approve all plans prior to implementation. The Contractor shall allow DMVA-FMO-ENV and ADEC 30 days for their respective review and comment periods.

- b. **Daily Reports.** During the course of site work and field activities, the Contractor shall submit to the DMVA-FMO-ENV Project Manager daily reports via e-mail detailing work accomplished, with photographs.
- c. **Photographs.** The Contractor shall provide a CD containing time- and date-stamped photographs, documenting all field activities for this contract.
- d. **Final Report.** Following the completion of all field activities and receipt of analytical results, the Contractor shall complete and submit a transmittal letter and Final Report via e-mail to the DMVA-FMO-ENV Project Manager for review and approval, prior to submitting to ADEC. The Final Report shall detail the site conditions, contracted activities, analytical results, and conclusions that are performed for this contract. The Final Report shall include a recommendation for the site (e.g., no further action, monitoring required, etc...), supported by the data within the report. The Final Report shall include all field notes, all manifests and receipts for disposal of waste from the site, and photographs documenting sampling of the site and all other field activities performed.

BID: The Contractor shall provide a Base Bid to complete Task 1, and include:

- a. Subtask B: Base cost and cost per ton for soil excavation and containerization in preparation for transport to an approved, permitted Treatment, Storage and Disposal Facility;
- b. Subtask C: Cost per square foot for field-screening and soil confirmation sampling of the excavation in accordance with ADEC Field Sampling Guidance Table 2B and Appendix F;
- c. Subtask D: Cost per ton for hauling and disposal of contaminated soil at an approved, permitted Treatment, Storage and Disposal Facility; and,
- d. Subtask E: Base cost and cost per ton for clean fill replacement for all contaminated soils identified during Task 1.

All information, reports, pictures, maps and drawings shall become the sole property of the AKARNG.

April 16, 2019 Site Photograph:



Figure 1. View of three areas of staining, facing North. Edge of Hangar 4 asphalt apron demarcated by orange cones, eastern edge of Hangar 4 visible on the left-hand side of photograph.

Area 2. Elim Readiness Center:

STATEMENT OF WORK FOR SITE INSPECTION ELIM Readiness Center

PURPOSE:

The Department of Military and Veterans Affairs (DMVA) Compliance Cleanup Division is interested in solicitation of bids from contractors to provide a Site Inspection (SI) for:

- Elim Readiness Center (RC)

BACKGROUND:

The Property is 0.23 acres and contains two RC building connected by a walkway. The original RC building, a 20-foot by 60-foot structure, was constructed in 1959 and was moved onto the Property in 1988. The newer RC building is 30-foot by 40-foot and was constructed in 1988. Three 1,500-gallon aboveground storage tanks (closed June 19, 2014), a hazardous materials storage locker, and a conex box are also located on the Property. An Environmental Baseline Survey was conducted during the summer of 2017. Additional evaluation of the area or parcel of real property has not occurred due to the presence of the Elim City Maintenance Shop (ECMS) on the adjacent property.

The ECMS was built on a former city municipal waste disposal site. It was used as the community landfill until the early 1980s and continued to be an area where construction debris was discarded after burial of the former landfill. The northern portion of the current ECMS was occupied by a tank farm from sometime in the 1990s to 2001. In the early 2000s, miscellaneous construction debris was disposed of at the site, and the Bureau of Land Management disposed of fuel and construction debris from a nearby abandoned mine. In 2010 the City of Elim submitted a Brownfield assessment request for the current ECMS. Stained soil was observed near many of the 55-gallon drums stored on the ground in the ECMS yard. No petroleum products were observed seeping from the ECMS onto the Elim RC. According to the 2010 Brownfield investigation and the Alaska Department of Environmental Conservation (ADEC), the ECMS needs environmental actions. As the ECMS is located upgradient and adjacent to the Elim RC, it could pose a threat to human health or the environment.

Given the proximity of the ECMS to the Elim RC, the AKARNG/DMVA is requesting a SI at the Property to confirm the presence or absence of POL contamination on the west side of the Elim RC. The AKARNG/DMVA estimates 10-15 soil borings and no more than two groundwater monitoring wells will be needed.

SCOPE OF SERVICES:

The Contractor shall be required to provide all professional and technical personnel and equipment necessary to perform various technical, planning, and documentation efforts to comply with the governing regulations and policy directives. The work shall be conducted in compliance with 18 AAC 75 Oil and Other Hazardous Substances Pollution Control, 18 AAC 78 Underground Storage Tanks, and the Underground Storage Tanks Procedures Manual, ADEC Field Sampling Guidance, EPA 540-R-92-021 Guidance for Performing Site Inspection Under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and all other applicable federal, state, and local regulations.

The Contractor shall provide all necessary labor, facilities, equipment, materials, transportation and supplies necessary to perform services described herein. The Contractor shall make use of all existing rules, regulations, and directives in the performance of this effort.

The Contractor shall review available documentation in DMVA and AKARNG Environmental agency files, state, federal, and local resources, and perform a site visit as necessary to complete the work required.

All technical consultants required for this contract shall be provided by the Contractor and shall be required to provide expert witness testimony. Expert witness testimony is not part of this contract, but shall be negotiated separately in the event such testimony is necessary.

Personnel

The Contractor shall provide the necessary personnel and equipment to execute this Statement of Work successfully. The Contractor shall utilize qualified personnel and subcontractors during the performance of the regulated activities of this contract. Subcontracted

tasks and work elements shall be identified in the work plans. The Contractor is responsible for determining the requirements for licensed professionals and certifications. The Contractor shall provide personnel trained as required by the Occupational Safety and Health Administration (OSHA) and all other applicable federal and state regulations. The Contractor shall provide all support activities necessary to ensure the safe and effective accomplishment of all work. For all work performed under this contract, the Contractor shall also develop and implement quality control measures consistent with all applicable federal and state regulatory requirements and standards.

AKARNG/DMVA-furnished Resources

The AKARNG PM and the DMVA PM shall make available the following resources to the Contractor:

- Records, reports, data, analyses, and information, in their current format (e.g., paper copy, electronic, tape, disks, CDs), to facilitate development of an accurate assessment of current, former, and historical site activities and operations; waste generation and contaminant characteristics; parameters of interest; and site environmental conditions.
- Access to personnel to conduct interviews on Installation operations and activities.
- Access to DOD and Army policy and guidance documents.

Contractor-Furnished Resources

The Contractor shall possess all the required expertise, knowledge, equipment, and tools required to meet or exceed the objectives identified in this Statement of Work in accordance with established industry standards.

In addition, the Contractor shall be responsible for the following:

- Coordination with the DMVA PM for access to the site;
- Management of all waste; and,
- Any other necessary resources needed to achieve the performance objectives.

TASKS

Task 1 - Project Management, Planning, and Meetings

This task requires careful coordination of project activities to ensure that all stakeholders (DMVA, AKARNG, and ADEC) are kept informed of the project status, existing or potential problems, and any changes required to prudently manage the project and meet the needs of the project stakeholders and decision-makers. The Contractor shall be responsible for the following project management, planning, and meeting activities.

Post-Award Coordination Meeting

Within ten (10) business days of award of this contract, the Contractor shall facilitate a Post Award Coordination Meeting with the DMVA/AKARNG to discuss, at a minimum: the scope; work to be conducted; the project schedule; and address any Contractor questions. Minutes of the meeting shall be prepared by the Contractor and signed by both the Contractor and the DMVA Project Manager (PM). The minutes shall become part of the Contract File and are due within five (5) business days of the meeting.

Monthly and Weekly Status Report

The Contractor shall provide monthly status reports to the DMVA PM five (5) business days after the first of the month. Two weeks prior to field work and while field work is occurring, the Contractor shall provide weekly status reports to the DMVA PM. The purpose of these status reports is to discuss the current status of the projects and address contract needs that may require corrective actions. While not required, the Contractor shall be available for meetings, either via teleconference or in person for the duration of the project. Meeting minutes shall be prepared by the Contractor and provided to the DMVA PM within ten (10) business days of the conclusion of each meeting.

Scoping Meeting

The Contractor shall coordinate a scoping meeting between the DMVA and ADEC to discuss the planned activities at the Elim RC. The purpose of the meeting is to discuss the proposed path forward with ADEC and to achieve regulatory buy in on the proposal. The Contractor shall prepare a presentation for the meeting and provide for DMVA review five (5) business days prior to the meeting. The Contractor shall prepare meeting minutes and provide to DMVA within five (5) business days of the completion of the meeting.

Project Schedule

The Contractor shall submit a detailed project schedule within 30 business days of receipt of notice to proceed to the DMVA PM. The schedule shall include a timeline chart of activities showing project task activities, field site activities, a description of project staffing and responsibilities, appropriate milestones, identification of decision points, deliverable dates, review times, and key schedule responsibilities. If, for any reason, the schedule is changed or modified, the Contractor shall provide an amended schedule as soon as

possible. Amended schedules shall not be permitted to affect previously scheduled milestones that were to occur within 5 business days of an amended schedule submission date. Schedule revisions shall not be effective until approved.

The Contractor shall designate and submit a Point of Contact (POC) for the technical aspects of the contract and contract performance. This POC designation shall be provided concurrently with initial schedule submission. The Contractor POC shall work with the DMVA to ensure coordination between the Contractor and all affected parties. The POC shall coordinate and cooperate with the DMVA for review and approval of all technical aspects/operations within the scope of this contract.

Task 2 – Work Plan

Work Plan

The Contractor shall develop a work plan (WP) that describes the SI to be conducted at the Elim RC. No action shall be performed until the Final WP for that action has been approved by the DMVA and ADEC. The WP shall be prepared in a systematic and logical format so that task requirements may be readily referenced and understood by all personnel performing the work and by all persons reviewing the plan.

The WP shall include, but is not limited to:

- Introduction
- Project Schedule
- Work Plan Rationale
- QC and QA Requirements
- Waste Management requirements
- Site Restoration and Cleanup (including Monitoring Well decommissioning)
- Key Personnel Resumes & Responsibilities

A pre-draft, draft, draft-final, and final version of the WP shall be submitted. The Contractor shall submit the Pre-Draft WP to the DMVA PM within 45 business days of contract award. The remaining versions will be submitted in accordance with the schedule. The final WP shall be submitted both electronically (in native and searchable PDF formats) and as hard copies (one copies required). The WP shall identify methods and means for performing the Site Inspection. The Contractor shall obtain all required access rights and permits for the completion of the site activities prior to submission of the final planning document.

The WP shall detail the proposed methods and means for investigating the site. It shall identify methods for sampling location selection, screening requirements, documentation, analytical methods, sample containers and management, sampling equipment, decontamination procedures, and management of investigative derived wastes. All work shall be conducted in accordance with applicable regulations and guidance.

Site Safety and Health Plan

The Contractor shall develop and implement a written Site Safety and Health Plan (SSHP) written in accordance with 29 CFR 1910.120 and 29 CFR 1926.65. The draft SSHP shall be submitted electronically to the DMVA PM within 30 business days of contract award. The Contractor shall revise these plans as necessary and submit a final SSHP within 15 business days of resolution of DMVA review comments. The final SSHP shall be submitted both electronically (in native and searchable PDF formats) and as hard copies (one copies required).

At a minimum, the SSHP shall contain the following elements:

- Site description and contaminant characterization,
- Safety and health hazard(s) assessment and risk analysis,
- Safety and health staff organization and responsibilities,
- Site specific training and medical surveillance parameters,
- personal protective equipment (PPE) and decontamination facilities and procedures to be used,
- Monitoring and sampling required,
- Safety and health work precautions and procedures,
- Site control measures,
- On-site first aid and emergency equipment,
- Emergency response plans and contingency procedures (on-site and off-site), and
- Logs, reports, and record keeping

Army Engineer Manual (EM) 385-1-1, part 01.D "Accident Reporting and Recordkeeping" is required for the work identified in this SOW.

Task 3 – Site Inspection

The Contractor shall be required to provide all labor, facilities, equipment, materials, transportation and supplies necessary to perform a site inspection at the Elim RC.

Field Requirements

Soil Borings

All soil borings shall be backfilled to grade in accordance with ADEC regulations. Soil boring locations shall be accurately surveyed for x, y, and z coordinates. Any permafrost encountered shall be documented on the boring logs.

Monitoring Well Installation

Temporary monitoring wells shall be installed in accordance with Monitor Well Guidance (ADEC 2013). Monitoring wells shall be completed as stick-ups with lockable protective outer casings and surrounded by a ring of four bollards. Following well installation, the Contractor shall develop the well to remove fine particles from around the well screen. All newly installed monitoring wells shall be surveyed for x, y, and z coordinates. The Contractor shall prepare well logs for each monitoring well, which shall include well construction information, well depth, depth of groundwater, presence of permafrost, and lithologic descriptions (as available) per the United Soil Classification.

The DMVA has estimated that no more than three monitoring wells may be required to accurately depict if groundwater contamination is present. Monitoring wells will be decommissioned in accordance with ADEC's *Monitoring Well Guidance*, September 2013. Monitoring well decommissioning method work plan must be approved by ADEC prior to decommissioning.

Survey Requirements

Following monitoring well installation, the Contractor shall conduct a survey of the locations and elevations of the newly installed monitoring wells. The survey shall provide x, y, z coordinates for all wells and sampling points using NAD83 state plane meters, zone 9 as the coordinate system for x, y locations. Vertical datum shall be reported in NAVD88. The survey shall conform to the requirements specified in EM 111-1-1005, as applicable. All survey data shall be provided electronically on CD-ROM, and all field notes, sketches, recordings, and computations made by the Contractor or subcontractor in establishing the survey shall become the property of the DMVA upon completion of the contract.

Analytical Data Requirements

The Contractor shall develop a data management system for both field and laboratory data to ensure that data collected are of adequate quality and quantity to support their intended use. To support this specification, the following are required:

- Any laboratory contracted for this work must be approved under the ADEC and Environmental Laboratory Accreditation Program (ELAP).
- The WP must contain a table that specifies laboratory detection limit (DL), limit of detection (LOD), limit of quantification (LOQ), lower control limit (LCL), upper control limit (UCL), and ADEC and/or Toxicity Characteristic Leaching Procedure (TCLP) cleanup limits for each analyte/matrix of interest. The WP must clearly denote and discuss any analyte where the cleanup level is less than the laboratory LOD.

In addition, any collected data shall be reviewed and validated at an appropriate quality control level in a manner consistent with: (1) ADEC Technical Memorandum Data Quality Objectives, Checklists, Quality Assurance Requirements for Laboratory Data, and Sample Handling (March 2017), and (2) the most recent version of the Department of Defense Quality Systems Manual for Environmental Laboratories (DoD QSM) to determine whether the data are appropriate for their intended use.

Laboratory deliverables will consist of a PDF of the laboratory data consistent with QSM Stage 4 reporting requirements and SEDD Version 5.2 Stage 2A electronic data. In addition, the Contractor shall provide a completed and detailed ADEC Laboratory Data Review Checklist for each sample delivery group (SDG), and a Chemical Data Report (CDR) summarizing the findings from the checklists in the report. The CDR, at a minimum, will describe the following parameters for all analytical results with respect to the impact that any discrepancies have on the quality and usability of the data: precision, accuracy, representativeness, comparability, completeness, and sensitivity.

Wastes

Management of Investigative-Derived Waste

The Contractor shall manage all of the Investigative Derived Waste (IDW) produced during activities required by this Statement of Work. All waste disposal shall be conducted in accordance with applicable State, Federal, and local regulations and shall be specified in the work plan.

Hazardous Waste Disposal

The Contractor shall properly dispose of hazardous waste in accordance with all applicable federal, state, and local requirements. All hazardous waste disposal actions shall be coordinated with DMVA. Hazardous waste disposal is not anticipated to be required for this project.

Task 4 – Site Inspection Report

At minimum, the report will include:

- Site location & coordinates;
- File Number and Hazard Id;
- Contaminates of concern and media impacted;
- Regulatory Authorities and other relevant guidance/policy;
- Site information including soil makeup, surface and groundwater, permafrost, etc.;
- Maximum reported onsite contamination in soils and groundwater;
- Pertinent site drawings and photos; and,
- Conclusion.

A pre-draft, draft, draft-final, and final version of the SI report shall be submitted. The versions will be submitted in accordance with the schedule. The final SI report shall be submitted both electronically (in native and searchable PDF formats) and as hard copies (two copies required).

Environmental Requirements

The Contractor shall identify applicable federal, state, and local laws and regulations; agreements, or rules; and perform its work in accordance with said authorities. The Contractor shall ensure that all activities performed by their personnel, subcontractors and suppliers are executed in accordance with said authorities. Any incident of noncompliance noted by the Contractor shall immediately be brought to the attention of the DMVA PM telephonically, followed by written notification. Nothing in this contract shall relieve the Contractor of its responsibility to comply with applicable laws and regulations. The Contractor shall obtain all permits (including utility locates), licenses, approvals, and/or certificates required or necessary to accomplish the work. When the work to be performed requires clearances, such as digging or drilling permits, the Contractor shall obtain such clearances and/or permits prior to any drilling or excavating operations. The AKARNG/DMVA shall handle all NEPA, wetlands, Section 106 coordination, and community relations.

Environmental Responsibility Considerations

The AKARNG/DMVA will retain responsibility for any assessed Natural Resource Damages that are attributed to historic releases of hazardous substances (prior to contract with the Contractor) and any Natural Resource Injuries that are necessary and incidental to the reasonable implementation of a selected response or remedial action. The Contractor shall be responsible for any/all additional Natural Resource Injuries and associated Natural Resource Damages claims brought as a result of its actions (e.g. release of hazardous substance or unreasonable disturbance of natural resources as a result of construction activities).

Health and Safety Requirements

Prior to beginning any fieldwork, the Contractor shall implement a written Safety and Health Program compliant with federal, state, and local laws and regulations and approved by the DMVA PM. The Contractor shall ensure that its subcontractors, suppliers, and support personnel comply with the approved SSHP. The DMVA PM reserves the right to stop work under this contract immediately if the work is considered to be a serious threat to the safety or health of workers, other personnel, or to the environment and/or for any violations of the SSHP at no additional cost to the Government. When work is stopped due to a hazard/threat to worker safety, health, or the environment, the situation and resolution must be documented and submitted to the DMVA PM. Once the DMVA PM confirms the violation has been corrected, the Contractor shall be able to continue work.

Property

The Contractor shall be responsible for any damage caused to property of the United States (Federal property), the State of Alaska, or private and commercial property belonging to Government Contractors, installation tenants, and residents by the activities of the Contractor under this contract and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. It should be noted that the utilities on this site are not owned by the government and coordination with local utility providers is required. Any property of the United States, the State of Alaska, or installation tenants and residents damaged or destroyed by the Contractor incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Contractor to a condition satisfactory to the DMVA PM or reimbursement is made by the Contractor sufficient to restore or replace the property to a condition satisfactory to the DMVA PM.

Regulatory Involvement

The Contractor shall not directly negotiate with regulators on behalf of the AKARNG or DMVA. The DMVA PM is the designated representative authorized to speak on behalf of the AKARNG in the environmental, regulatory, technical, or administrative matters. All Contractor-produced submittals shall be delivered to the DMVA PM for review and coordination with regulators. The Contractor shall obtain comments and/or approval from regulators only through the AKARNG.

The Contractor shall provide the necessary support to initiate, schedule, and address all regulatory aspects of the project (e.g., organizing discussions with regulators concerning site response objectives and completion requirements, obtaining regulator comments on site documents and appropriately addressing them, and obtaining written documentation of remediation completion from the regulators for all of the sites identified in this Statement of Work).

The Contractor shall not make available or publicly disclose any data or report generated under this contract unless specifically authorized in writing by the DMVA PM. If any person or entity requests information from the Contractor about the subject of this Statement of Work or work being conducted hereunder, the Contractor shall refer them to the DMVA PM and inform the DMVA PM. All reports and other information generated under this Statement of Work shall become the property of the Government, and distribution to any other source by the Contractor is prohibited unless authorized by the DMVA PM.

Government Rights

The AKARNG/DMVA has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be AKARNG/DMVA owned and are the property of the U. S. Government with all rights and privileges of ownership/copyright belonging exclusively to AKARNG/DMVA. These documents and materials cannot be used or sold by the Contractor without written permission. All materials supplied to the DMVA shall be the sole property of the DMVA and cannot be used for any other purpose. This right does not abrogate any other DMVA rights under the applicable Data Rights clause(s).

Inspections

The Government may elect to oversee fieldwork using an archaeological monitor, quality assurance representative (QAR), or other staff. Monitoring observations will be recorded by the Government. When an observation indicates defective performance, the DMVA PM will request the Contract Manager to acknowledge defective work and take corrective action.

DMVA's technical experts will independently review Contractor work to ensure compliance with all applicable requirements. Reviews conducted during the duration of the contract constitute a Government Inspection of Services. The Contractor will correct any problems and/or deficiencies noted within reviews or any Contractor furnished service or submittal.

DELIVERABLES:

Deliverables for this contract include pre-draft, draft, draft-final, and final:

- Work Plan,
- Site Safety and Health Plan, and
- Site Inspection Report.

All documents shall be produced with at least pre-draft, draft, draft-final, and final versions, and shall be submitted to the DMVA PM. All sheets and covers of all draft reports shall be overprinted with the word "DRAFT". All documents shall be written with Calibri font size 11. All documents shall be submitted in both native Microsoft Word format and fully text-searchable Adobe PDF.

Pre-draft documents shall be submitted electronically only (either by email or by CD-ROM if the file is too large to email; no hard copies) for review by the DMVA PM. The DMVA PM will provide comments to the Contractor within thirty (30) calendar days. The Contractor shall generate separate, formal Response to Comments documents for all comments received from the DMVA and Regulatory Agencies. The Contractor shall revise the document as necessary and submit a draft within 15 calendar days of receipt and resolution of DMVA review comments.

The draft document will be provided in electronic format and ADEC will provide review comments within 30 calendar days of receipt. The Contractor shall revise the document as necessary and submit a draft final within 15 calendar days of receipt and resolution of ADEC review comments. The draft final document shall be submitted electronically (in PDF and native Microsoft Word formats) and may need to be submitted as a red-line document to show revisions based on regulatory comment. Upon DMVA and regulatory approval the final document shall be submitted both electronically and as hard copies.

The final document shall include electronic copies inclusive of all appendices and the analytical data deliverable on CD-ROM. A total of two hard copies of the Final document shall be provided.

ADDITIONAL REQUIREMENTS:

Any service or submittal performed that does not meet contract requirements shall be corrected or re-performed by the Contractor and at no additional cost to the Government. Corrective action must be certified and approved by the DMVA PM consistent with the basic contract.

The Contractor shall provide appropriate documentation that shows all aspects of this contract are performed to achieve the desired outcome and performance objectives.

PERIOD OF PERFORMANCE:

The period of performance on this contract shall begin upon notice of award and continue through 31 March 2021.

Area 3. Ketchikan:

WORK STATEMENT FOR INITIAL SPILL RESPONSE ACTIVITIES ALASKA ARMY NATIONAL GUARD

PURPOSE: The Contractor shall provide services as detailed below, relative to supporting the Alaska Army National Guard's (AKARNG) Water Resources Program of the Department of Military and Veterans' Affairs (DMVA) Facility Management Office's Environmental Compliance Section (FMO-ENV).

BACKGROUND: On March 6, 2019 a heating oil spill was discovered adjacent to the 1500-gallon aboveground storage tank (AST) at the AKARNG Ketchikan Readiness Center (RC), Alaska Department of Environmental Conservation (ADEC) Spill Number 19119906502. The check valve on the supply line was dripping fuel at a rate of approximately one drop every two minutes. It is unknown how long the supply line was dripping, however, the line was not dripping at the previous site visit on October 16, 2018. On the day the spill was discovered, the affected surface area was estimated to be a 4-foot by 1-foot area of stained soil/gravel adjacent to the tank; the depth of contamination is unknown. The dripping fitting was repaired by a local plumbing contractor the following day. The terrain on the property is moderately sloping toward the south/southwest, consisting of well-drained strongly acidic soil overlying shallow bedrock. Gravel, grass and asphalt surround the RC building. This information is presented to assist Contractors for the purposes of developing a proposal to complete the work. Estimates may not be representative of the actual amount of contaminated materials or site conditions at the project location. DMVA-FMO has conducted the required compliance with Section 106 of the National Historic Preservation Act (NHPA) and no further cultural resources work is required prior to performing the soil remediation work for this project. However, if any potential cultural remains or human skeletal remains are encountered during the remediation work, the contractor must halt work temporarily and report those finds as soon as possible to the DMVA-FMO project manager. If that happens DMVA-FMO will work diligently with the contractor to perform the necessary consultation and actions with the Alaska State Historic Preservation Office (AKSHPO) and local tribal government to facilitate the continuation of this remediation work.

The facility is located at 645 Jackson Street in Ketchikan, Alaska. The facility is not currently staffed full-time. The property is fenced and secured; access to the facility must be gained through coordination with the DMVA-FMO-ENV Project Manager.

SCOPE OF WORK: The Contractor shall be required to provide all labor, facilities, equipment, materials, transportation and supplies necessary to perform soil sampling, and soil removal at the AKARNG facility in Ketchikan, Alaska. The Contractor shall provide a Base Bid to complete the Tasks below, with additional costs provided as specified for the applicable Subtasks.

PERIOD OF PERFORMANCE: All work must be substantially complete by December 31, 2019.

REGULATORY COMPLIANCE: The Contractor shall comply with all federal, state and local environmental and safety regulations and ensure compliance of subcontractors with these requirements throughout the performance of the contract. These regulations include, but are not limited to the following:

- 29 CFR 1910 - Occupational Safety and Health Standards
- 40 CFR 112 - Oil Pollution Prevention and Response

PERSONNEL: The Contractor shall be responsible for the quality of work performed by all employees as well as subcontractors and shall ensure adequate resources are provided for field activities. Qualified Environmental Professionals, Qualified Environmental Samplers and competent personnel shall perform all work as required by 18 AAC 75.

During the performance of this contract, no contact with ADEC, the U.S. Environmental Protection Agency, other regulatory entities, or the press will be made by the Contractor, their representatives, staff/employees, or subcontracted persons without the prior consent of and coordination with the DMVA-FMO-ENV Project Manager.

TASKS: The scope of work shall be to conduct soil field-screening and analytical sampling (Task 1) and the option to perform a backfill and removal action (Task 2) at the site listed above. The objectives of these activities are to determine the nature and extent (horizontal and vertical) of contamination at the site, as it pertains to the spill discovered on March 6, 2019, and subsequently execute a removal action at the site to meet the goal of an ADEC site determination of No Further Action Required, or equivalent. The execution of Task 2 will depend on funding availability and DMVA management approval. The DMVA-FMO-ENV Project Manager will contact the Contractor within 30 days of completion of Task 1 and provide a determination on whether or not to proceed with Task 2.

TASK 1: SITE EVALUATION

The Contractor shall be required to provide all labor, facilities, equipment, materials, transportation and supplies necessary to perform logistical planning, mobilization/demobilization of equipment and personnel to the site, initial site evaluation and preparation, field-screening and sampling of the site.

SUBTASK A

SCHEDULING AND WORK PLAN: The Contractor shall submit to the DMVA-FMO-ENV Project Manager a detailed Project Schedule within 15 calendar days of receipt of Notice to Proceed. The schedule shall include a timeline chart of activities (including projected dates for Task 2 activities) showing project tasks, field site activities, a description of project staffing (to include qualifications) and responsibilities, appropriate milestones, identification of decision points, deliverable dates, review times, and key schedule responsibilities. If, for any reason, the schedule is changed or modified, the Contractor shall provide an amended schedule as soon as possible. Amended schedules shall not be permitted to affect previously scheduled milestones that were to occur within five (5) working days of an amended schedule submission date. Schedule revisions shall not be effective until approved by the DMVA-FMO-ENV Project Manager.

The Contractor shall designate and submit a Point of Contact (POC) for the technical aspects of the contract and performance. This POC designation shall be provided concurrently with initial schedule submission. The Contractor POC shall work with DMVA-FMO-ENV Project Manager to ensure coordination between the Contractor and all affected parties. The POC shall coordinate and cooperate with the DMVA-FMO-ENV Project Manager for review and approval of all technical aspects/operations within the scope of this contract.

The Contractor shall provide the DMVA-FMO-ENV Project Manager with a Work Plan to the specifications below in Task 1 Deliverables.

SUBTASK B

SITE SURVEY AND PREPARATION: The DMVA-FMO-ENV Project Manager shall identify the location of the soil requiring evaluation prior to commencement of field activities. The Contractor will be responsible for disconnecting and moving the heating oil tank to facilitate access to the area underneath the tank for the site evaluation. The AST is expected to be 80% full in July 2019.

SUBTASK C

SAMPLING: The Contractor shall perform a site evaluation to document the soil conditions in accordance with the Sampling Plan developed for this Subtask. The focus of the sampling and analysis effort shall be to identify residual contaminants and determine the nature and extent (horizontal and vertical) of contamination, and assess the need for removal action. Sample collection frequency shall comply with applicable regulation and guidance, including the most current ADEC Field Sampling Guidance. "Qualified samplers" shall perform field-screening and sampling as required by 18 AAC 75. Sampling methods and sample management shall comply with all applicable regulatory requirements and laboratory requirements. The soil samples shall be submitted for analysis according to State analytical protocols by approved laboratories. Sufficient numbers of quality control samples shall be analyzed to comply with regulatory requirements and guidance.

SUBTASK D

SITE CLEANUP AND DEMOBILIZATION: The Contractor shall clean up the site after all operations are complete. All solid wastes, debris, and spent materials generated during the work performance shall be removed and properly disposed. The Contractor shall demobilize and remove all mobilized equipment and supplies from the site at the completion of work. The Contractor will be responsible for moving the heating oil tank back to its original location and reconnecting it to the building upon completion of field activities.

SUBTASK E

INTERIM REPORT

The Contractor shall provide the DMVA-FMO-ENV Project Manager with an Interim Report to the specifications below in Task 1 Deliverables.

TASK 1 DELIVERABLES: The Contractor shall be required to meet suspense dates established in the Project Schedule, as approved by DMVA-FMO-ENV. All sheets and covers of all draft plans and reports shall bear a "DRAFT" watermark.

- a. **Work Plan.** The Contractor shall develop a Work Plan (WP) in accordance with applicable regulatory requirements. The Contractor will have the plan approved by the DMVA-FMO-ENV Project Manager prior to submitting the plan to ADEC for review and approval. The WP shall outline and detail the elements of the evaluation and sampling activities. The WP shall include (at a minimum) the following plans:
 - i. *Sampling and Analysis Plan:* The Sampling and Analysis Plan (SAP) shall detail the proposed methods and means for investigating the site. The SAP shall identify methods for sampling location selection, screening requirements, documentation, analytical methods, sample containers and management, sampling equipment, decontamination procedures, and management of investigative derived wastes. All work shall be conducted in accordance with applicable regulations and guidance, including the most current ADEC Field Sampling Guidance. The SAP may incorporate elements of the Quality Assurance Project Plan (QAPP) by reference to identify methods and management practices to be used during data gathering activities. The Contractor shall obtain all required access rights and permits for the completion of the site activities prior to submission of the final planning document.
 - ii. *Quality Assurance Project Plan:* The Quality Assurance Project Plan shall describe the management policies, objectives, principles, organizational authority, responsibilities, accountability, and implementation plan of the Contractor for ensuring performance quality. The QAPP shall include a description of the reporting, monitoring, and corrective action processes to be used during work performance.
 - iii. *Health and Safety Plan:* A Health and Safety Plan shall be developed to include all administrative and procedural requirements for Contractor employees while involved in the performance of all aspects of this activity. Details shall be made site-specific and include local emergency contacts.

The WP shall satisfy all regulatory requirements for site-specific "WPs". Applicable regulatory agencies shall review and approve all plans prior to implementation. The Contractor shall allow DMVA-FMO-ENV and ADEC 30 days for their respective review and comment periods.

- b. **Daily Reports.** During the course of site work and field activities, the Contractor shall submit to the DMVA-FMO-ENV Project Manager daily reports via e-mail detailing work accomplished, with photographs.
- c. **Photographs.** The Contractor shall provide a CD containing time- and date-stamped photographs, documenting all field activities for this contract.
- d. **Interim Report.** Following the completion of field activities and receipt of analytical results, the Contractor shall complete and submit a transmittal letter and Interim Report via e-mail to the DMVA-FMO-ENV Project Manager for review and approval, prior to submitting to ADEC. The Interim Report shall detail the site conditions, contracted activities, analytical results, and conclusions that are performed for this Task. The Interim Report shall include a recommendation for the site supported by the data within the report. The Interim Report shall include all field notes, all manifests and receipts for disposal of waste from the site, and photographs documenting sampling of the site and all other field activities performed.

BID: The Contractor shall provide a Base Bid to complete Task 1, and include:

- a. Subtask C: Cost per square foot for field-screening and soil sampling of the excavation in accordance with ADEC Field Sampling Guidance Table 2B and Appendix F.

TASK 2: RESPONSE ACTION (Subject to funding and DMVA-FMO-ENV Project Manager approval)

The Contractor shall be required to provide all labor, facilities, equipment, materials, transportation and supplies necessary to perform logistical planning, mobilization/demobilization of equipment and personnel to the site, site preparation, excavation, confirmation

sampling, backfill, grading and re-seeding of soil, and disposal of all excavated material originating from the site. The Contractor shall acknowledge the excavation limits prior to removing soil.

SUBTASK A

SCHEDULING AND WORK PLAN: Within five (5) working days of notification to proceed with Task 2, the Contractor shall submit to the DMVA-FMO-ENV Project Manager an updated Project Schedule. The schedule shall include a timeline chart of activities showing project tasks, field site activities, a description of project staffing (to include qualifications) and responsibilities, appropriate milestones, identification of decision points, deliverable dates, review times, and key schedule responsibilities. If, for any reason, the schedule is changed or modified, the Contractor shall provide an amended schedule as soon as possible. Amended schedules shall not be permitted to affect previously scheduled milestones that were to occur within five (5) working days of an amended schedule submission date. Schedule revisions shall not be effective until approved by the DMVA-FMO-ENV Project Manager.

The Contractor shall provide the DMVA-FMO-ENV Project Manager with a Work Plan to the specifications below in Task 2 Deliverables.

SUBTASK B

SITE PREPARATION AND SOIL EXCAVATION: The Contractor will be responsible for disconnecting and moving the heating oil tank to facilitate access to the area underneath the tank for the soil excavation. The Contractor shall excavate the contaminated material within the release area(s) and containerize this material at an on-site loading area in a manner that allows safe transport from the site. During excavation, the site shall be properly shored and the activity area shall be secured to prevent incidental or intentional trespass and ensure the welfare of the general public. Excavated soil will be placed in *super sacks* (or pre-approved equivalent). Temporary storage for bagged, excavated material on-site is not authorized without prior approval from the DMVA-FMO-ENV Project Manager.

SUBTASK C

CONFIRMATION SAMPLING: The Contractor shall perform sampling to document the soil conditions in accordance with the Sampling Plan developed for this Subtask. The focus of the sampling and analysis effort shall be to demonstrate that the lowest practicable level of contamination has been achieved through removal actions. Sample collection frequency shall comply with applicable regulation and guidance, including the most current ADEC Field Sampling Guidance. “Qualified samplers” shall perform field-screening and sampling as required by 18 AAC 75. Sampling methods and sample management shall comply with all applicable regulatory requirements and laboratory requirements. The soil samples shall be submitted for analysis according to State analytical protocols by approved laboratories. Sufficient numbers of quality control samples shall be analyzed to comply with regulatory requirements and guidance.

SUBTASK D

DISPOSAL: The Contractor shall be responsible for transportation and disposal of the contaminated soil, in accordance with the Transportation and Disposal Plan developed for the site. Upon completion of excavation activities and prior to backfilling, the Contractor shall field-screen and sample the excavation to document that all contamination has been removed, in accordance with 18 AAC 75 and ADEC’s Field Sampling Guidance. This activity shall follow the Sampling and Analysis Plan that is developed and approved for the site. Backfill shall not occur without prior approval from the DMVA-FMO-ENV Project Manager and ADEC.

SUBTASK E

SITE CLEANUP, DEMOBILIZATION AND SITE RESTORATION: The Contractor shall restore the excavated area with clean backfill and re-seed with native grasses. Additionally, the Contractor shall compact and regrade the area to restore drainage and infiltration to the excavated area, ensure drainage away from any nearby buildings and return the site to a stable and safe condition. The Contractor shall clean up the site after all operations are complete. All solid wastes, debris, and spent materials generated during the work performance shall be removed and properly disposed. The Contractor shall demobilize and remove all mobilized equipment and supplies from the site at the completion of work. The Contractor will be responsible for moving the heating oil tank back to its original location and reconnecting it to the building upon completion of field activities.

SUBTASK F

FINAL REPORT

The Contractor shall provide the DMVA-FMO-ENV Project Manager with a Final Report to the specifications below in Task 2 Deliverables.

TASK 2 DELIVERABLES: The Contractor shall be required to meet suspense dates established in the Project Schedule, as approved by DMVA-FMO-ENV. All sheets and covers of all draft plans and reports shall bear a “DRAFT” watermark.

- a. **Work Plan.** The Contractor shall develop a Work Plan (WP) in accordance with applicable regulatory requirements. The Contractor will have the plan approved by the DMVA-FMO-ENV Project Manager prior to submitting the plan to ADEC for review and approval. The WP shall outline and detail the elements of the excavation, sampling and removal activities. The WP shall include (at a minimum) the following plans:
- i. *Field Activity Plan:* The Field Activity Plan shall identify methods and means for performing the excavation, containerizing the material, backfilling, and stabilizing the site. The site goals and source of the backfill materials shall be identified. The Contractor shall obtain all required access rights and permits for the completion of the site activities prior to submission of the final planning document.
 - ii. *Sampling and Analysis Plan:* The Sampling and Analysis Plan (SAP) shall detail the proposed methods and means for sampling the site. The SAP shall identify methods for sampling location selection, screening requirements, documentation, analytical methods, sample containers and management, sampling equipment, decontamination procedures, and management of investigative derived wastes. All work shall be conducted in accordance with applicable regulations and guidance, including the most current ADEC Field Sampling Guidance. The SAP may incorporate elements of the Quality Assurance Project Plan (QAPP) by reference to identify methods and management practices to be used during data gathering activities. The Contractor shall obtain all required access rights and permits for the completion of the site activities prior to submission of the final planning document.
 - iii. *Quality Assurance Project Plan:* The Quality Assurance Project Plan shall describe the management policies, objectives, principles, organizational authority, responsibilities, accountability, and implementation plan of the Contractor for ensuring performance quality. The QAPP shall include a description of the reporting, monitoring, and corrective action processes to be used during work performance.
 - iv. *Health and Safety Plan:* A Health and Safety Plan shall be developed to include all administrative and procedural requirements for Contractor employees while involved in the performance of all aspects of this activity. Details shall be made site-specific and include local emergency contacts.
 - v. *Transportation and Disposal Plan:* The Transportation and Disposal Plan shall provide details about the storage, transport, and ultimate treatment and/or disposal of excavated material originating from the site. All containers must be compatible with the material to be contained. The plan shall identify applicable transport placarding requirements and procedures that shall be employed to comply with transportation safety and regulatory requirements. The plan shall address emergency procedures in case of release during transport. The plan shall identify the process, controls, compliance with other applicable (and potentially governing) regulations, and ultimate disposal of the excavated material.

The WP shall satisfy all regulatory requirements for site-specific "WPs". Applicable regulatory agencies shall review and approve all plans prior to implementation. The Contractor shall allow DMVA-FMO-ENV and ADEC 30 days for their respective review and comment periods.

- b. **Daily Reports.** During the course of site work and field activities, the Contractor shall submit to the DMVA-FMO-ENV Project Manager daily reports via e-mail detailing work accomplished, with photographs.
- c. **Photographs.** The Contractor shall provide a CD containing time- and date-stamped photographs, documenting all field activities for this contract.
- d. **Final Report.** Following the completion of all field activities and receipt of analytical results, the Contractor shall complete and submit a transmittal letter and Final Report via e-mail to the DMVA-FMO-ENV Project Manager for review and approval, prior to submitting to ADEC. The Final Report shall detail the site conditions, contracted activities, analytical results, and conclusions that are performed for this contract. The Final Report shall include a recommendation for the site (e.g., no further action, monitoring required, etc...), supported by the data within the report. The Final Report shall include all field notes, all manifests and receipts for disposal of waste from the site, and photographs documenting sampling of the site and all other field activities performed.

BID: The Contractor shall provide a Base Bid to complete Task 2, and include:

- a. Subtask B: Base cost and cost per ton for soil excavation and containerization in preparation for transport to an approved, permitted Treatment, Storage and Disposal Facility;
- b. Subtask C: Cost per square foot for field-screening and soil confirmation sampling of the excavation in accordance with ADEC Field Sampling Guidance Table 2B and Appendix F;
- c. Subtask D: Cost per ton for hauling and disposal of contaminated soil at an approved, permitted Treatment, Storage and Disposal Facility;
- d. Subtask E: Base cost and cost per ton for clean fill replacement, including necessary compaction and grading, for all contaminated soils identified during Task 1; and,
- e. Subtask E: Cost per square foot for necessary compaction and grading of clean fill replacement soil and re-seeding with native grasses.

All information, reports, pictures, maps and drawings shall become the sole property of the AKARNG.

March 6, 2018 Site Photographs:



View of fuel tank, facing South. White 5-gallon bucket placed underneath dripping fitting. Yellow spill pallet is placed underneath lip of tank where fuel was dripping onto the soil.



Soil staining adjacent to tank, facing North.

Area 4. Kipnuk:

WORK STATEMENT FOR INITIAL SPILL RESPONSE ACTIVITIES ALASKA ARMY NATIONAL GUARD

PURPOSE: The Contractor shall provide services as detailed below, relative to supporting the Alaska Army National Guard's (AKARNG) Water Resources Program of the Department of Military and Veterans' Affairs (DMVA) Facility Management Office's Environmental Compliance Section (FMO-ENV).

BACKGROUND: On September 5, 2018 a spill of approximately five to eight gallons occurred at the AKARNG Kipnuk Readiness Center (RC). DMVA personnel were on-site for maintenance activities and unaware that the copper line connected to the Annex building's day tank had been sheared off when they put fuel into the day tank. The affected area is located beneath the sheared off copper line where it enters the building; the depth of contamination is unknown. The building is on a triodetic foundation on top of ground cloth. Fuel pooled around one of the triodetic foundation footers. DMVA personnel deployed sorbent boom and pads to collect free product that had pooled on the ground cloth beneath the building, and were able to recover approximately ½ gallon of fuel. This information is presented to assist Contractors for the purposes of developing a proposal to complete the work. Estimates may not be representative of the actual amount of contaminated materials or site conditions at the project location. DMVA-FMO has conducted the required compliance with Section 106 of the National Historic Preservation Act (NHPA) and no further cultural resources work is required prior to performing the soil remediation work for this project. However, if any potential cultural remains or human skeletal remains are encountered during the remediation work, the contractor must halt work temporarily and report those finds as soon as possible to the DMVA-FMO project manager. If that happens DMVA-FMO will work diligently with the contractor to perform the necessary consultation and actions with the Alaska State Historic Preservation Office (AKSHPO) and local tribal government to facilitate the continuation of this remediation work.

Site conditions and logistical considerations are as follows. The facility is located in Kipnuk, Alaska. The building is currently unmanned. Access to the facility must be gained through coordination with the DMVA-FMO-ENV Project Manager.

Surface drainage in Kipnuk is generally to the northwest, towards the Kuguklik River. The RC is located approximately 2,000 feet inland from the river.

SCOPE OF WORK: The Contractor shall be required to provide all labor, facilities, equipment, materials, transportation and supplies necessary to perform soil sampling, and soil removal at the AKARNG facility in Kipnuk, Alaska. The Contractor shall provide a Base Bid to complete the Tasks below, with additional costs provided as specified for the applicable Subtasks.

PERIOD OF PERFORMANCE: All work must be substantially complete by December 31, 2019.

REGULATORY COMPLIANCE: The Contractor shall comply with all federal, state and local environmental and safety regulations and ensure compliance of subcontractors with these requirements throughout the performance of the contract. These regulations include, but are not limited to the following:

- 29 CFR 1910 - Occupational Safety and Health Standards
- 40 CFR 112 - Oil Pollution Prevention and Response
- 18 AAC 75 - Oil and Hazardous Substances Pollution Control
- Army Regulation (AR) 200-1 - Environmental Protection and Enhancement

PERSONNEL: The Contractor shall be responsible for the quality of work performed by all employees as well as subcontractors and shall ensure adequate resources are provided for field activities. Qualified Environmental Professionals, Qualified Environmental Samplers and competent personnel shall perform all work as required by 18 AAC 75.

During the performance of this contract, no contact with ADEC, the U.S. Environmental Protection Agency, other regulatory entities, or the press will be made by the Contractor, their representatives, staff/employees, or subcontracted persons without the prior consent of and coordination with the DMVA-FMO-ENV Project Manager.

TASKS: The scope of work shall be to conduct soil field-screening and analytical sampling (Task 1) and the option to perform a backfill and removal action (Task 2) at the site listed above. The objectives of these activities are to determine the nature and extent (horizontal and vertical) of contamination at the site, and subsequently execute a removal action at the site to meet the goal of an ADEC site determination of No Further Action Required, or equivalent. The execution of Task 2 will depend on funding availability and DMVA management approval. The DMVA-FMO-ENV Project Manager will contact the Contractor within 30 days of completion of Task 1 and provide a determination on whether or not to proceed with Task 2. If permafrost is encountered at any point during field activities, the Contractor shall document the depth and location of the permafrost with GPS coordinates and supporting photographs.

TASK 1: SITE EVALUATION

The Contractor shall be required to provide all labor, facilities, equipment, materials, transportation and supplies necessary to perform logistical planning, mobilization/demobilization of equipment and personnel to the site, initial site evaluation and preparation, field-screening and sampling of the site.

SUBTASK A

SCHEDULING AND WORK PLAN: The Contractor shall submit to the DMVA-FMO-ENV Project Manager a detailed Project Schedule within 15 calendar days of receipt of Notice to Proceed. The schedule shall include a timeline chart of activities (including projected dates for Task 2 activities) showing project tasks, field site activities, a description of project staffing (to include qualifications) and responsibilities, appropriate milestones, identification of decision points, deliverable dates, review times, and key schedule responsibilities. If, for any reason, the schedule is changed or modified, the Contractor shall provide an amended schedule as soon as possible. Amended schedules shall not be permitted to affect previously scheduled milestones that were to occur within five (5) working days of an amended schedule submission date. Schedule revisions shall not be effective until approved by the DMVA-FMO-ENV Project Manager.

The Contractor shall designate and submit a Point of Contact (POC) for the technical aspects of the contract and performance. This POC designation shall be provided concurrently with initial schedule submission. The Contractor POC shall work with DMVA-FMO-ENV Project Manager to ensure coordination between the Contractor and all affected parties. The POC shall coordinate and cooperate with the DMVA-FMO-ENV Project Manager for review and approval of all technical aspects/operations within the scope of this contract.

The Contractor shall provide the DMVA-FMO-ENV Project Manager with a Work Plan to the specifications below in Task 1 Deliverables.

SUBTASK B

SITE SURVEY AND PREPARATION: The DMVA-FMO-ENV Project Manager shall identify the location of the soil requiring evaluation prior to commencement of field activities.

SUBTASK C

SAMPLING: The Contractor shall perform a site evaluation to document the soil conditions in accordance with the Sampling Plan developed for this Subtask. The focus of the sampling and analysis effort shall be to identify residual contaminants and determine the nature and extent (horizontal and vertical) of contamination, and assess the need for removal action. Sample collection frequency shall comply with applicable regulation and guidance, including the most current ADEC Field Sampling Guidance. "Qualified samplers" shall perform field-screening and sampling as required by 18 AAC 75. Sampling methods and sample management shall comply with all applicable regulatory requirements and laboratory requirements. The soil samples shall be submitted for analysis according to State analytical protocols by approved laboratories. Sufficient numbers of quality control samples shall be analyzed to comply with regulatory requirements and guidance.

SUBTASK D

SITE CLEANUP AND DEMOBILIZATION: The Contractor shall clean up the site after all operations are complete. All solid wastes, debris, and spent materials generated during the work performance shall be removed and properly disposed. The Contractor shall demobilize and remove all mobilized equipment and supplies from the site at the completion of work.

SUBTASK E

INTERIM REPORT

The Contractor shall provide the DMVA-FMO-ENV Project Manager with an Interim Report to the specifications below in Task 1 Deliverables.

TASK 1 DELIVERABLES: The Contractor shall be required to meet suspense dates established in the Project Schedule, as approved by DMVA-FMO-ENV. All sheets and covers of all draft plans and reports shall bear a "DRAFT" watermark.

- a. **Work Plan.** The Contractor shall develop a Work Plan (WP) in accordance with applicable regulatory requirements. The Contractor will have the plan approved by the DMVA-FMO-ENV Project Manager prior to submitting the plan to ADEC for review and approval. The WP shall outline and detail the elements of the evaluation and sampling activities. The WP shall include (at a minimum) the following plans:
 - i. *Sampling and Analysis Plan:* The Sampling and Analysis Plan (SAP) shall detail the proposed methods and means for investigating the site. The SAP shall identify methods for sampling location selection, screening requirements, documentation, analytical methods, sample containers and management, sampling equipment, decontamination procedures, and management of investigative derived wastes. All work shall be conducted in accordance with applicable regulations and guidance, including the most current ADEC Field Sampling Guidance. The SAP may incorporate elements of the Quality Assurance Project Plan (QAPP) by reference to identify methods and management practices to be used during data gathering activities. The Contractor shall obtain all required access rights and permits for the completion of the site activities prior to submission of the final planning document.
 - ii. *Quality Assurance Project Plan:* The Quality Assurance Project Plan shall describe the management policies, objectives, principles, organizational authority, responsibilities, accountability, and implementation plan of the Contractor for ensuring performance quality. The QAPP shall include a description of the reporting, monitoring, and corrective action processes to be used during work performance.
 - iii. *Health and Safety Plan:* A Health and Safety Plan shall be developed to include all administrative and procedural requirements for Contractor employees while involved in the performance of all aspects of this activity. Details shall be made site-specific and include local emergency contacts.

The WP shall satisfy all regulatory requirements for site-specific "WPs". Applicable regulatory agencies shall review and approve all plans prior to implementation. The Contractor shall allow DMVA-FMO-ENV and ADEC 30 days for their respective review and comment periods.

- b. **Daily Reports.** During the course of site work and field activities, the Contractor shall submit to the DMVA-FMO-ENV Project Manager daily reports via e-mail detailing work accomplished, with photographs.
- c. **Photographs.** The Contractor shall provide a CD containing time- and date-stamped photographs, documenting all field activities for this contract.

- d. **Interim Report.** Following the completion of field activities and receipt of analytical results, the Contractor shall complete and submit a transmittal letter and Interim Report via e-mail to the DMVA-FMO-ENV Project Manager for review and approval, prior to submitting to ADEC. The Interim Report shall detail the site conditions, contracted activities, analytical results, and conclusions that are performed for this Task. The Interim Report shall include a recommendation for the site supported by the data within the report. The Interim Report shall include all field notes, all manifests and receipts for disposal of waste from the site, and photographs documenting sampling of the site and all other field activities performed.

BID: The Contractor shall provide a Base Bid to complete Task 1, and include:

- a. Subtask C: Cost per square foot for field-screening and soil sampling of the excavation in accordance with ADEC Field Sampling Guidance Table 2B and Appendix F.

TASK 2: RESPONSE ACTION (Subject to funding and DMVA-FMO-ENV Project Manager approval)

The Contractor shall be required to provide all labor, facilities, equipment, materials, transportation and supplies necessary to perform logistical planning, mobilization/demobilization of equipment and personnel to the site, site preparation, excavation, confirmation sampling, backfill, grading and re-seeding of soil, and disposal of all excavated material originating from the site. The Contractor shall acknowledge the excavation limits prior to removing soil.

SUBTASK A

SCHEDULING AND WORK PLAN: Within five (5) working days of notification to proceed with Task 2, the Contractor shall submit to the DMVA-FMO-ENV Project Manager an updated Project Schedule. The schedule shall include a timeline chart of activities showing project tasks, field site activities, a description of project staffing (to include qualifications) and responsibilities, appropriate milestones, identification of decision points, deliverable dates, review times, and key schedule responsibilities. If, for any reason, the schedule is changed or modified, the Contractor shall provide an amended schedule as soon as possible. Amended schedules shall not be permitted to affect previously scheduled milestones that were to occur within five (5) working days of an amended schedule submission date. Schedule revisions shall not be effective until approved by the DMVA-FMO-ENV Project Manager.

The Contractor shall provide the DMVA-FMO-ENV Project Manager with a Work Plan to the specifications below in Task 2 Deliverables.

SUBTASK B

SITE PREPARATION AND SOIL EXCAVATION: The Contractor shall excavate the contaminated material within the release area(s) and containerize this material at an on-site loading area in a manner that allows safe transport from the site. During excavation, the site shall be properly shored and the activity area shall be secured to prevent incidental or intentional trespass and ensure the welfare of the general public. Excavated soil will be placed in *super sacks* (or pre-approved equivalent). Temporary storage for bagged, excavated material on-site is not authorized without prior approval from the DMVA-FMO-ENV Project Manager.

SUBTASK C

CONFIRMATION SAMPLING: The Contractor shall perform sampling to document the soil conditions in accordance with the Sampling Plan developed for this Subtask. The focus of the sampling and analysis effort shall be to demonstrate that the lowest practicable level of contamination has been achieved through removal actions. Sample collection frequency shall comply with applicable regulation and guidance, including the most current ADEC Field Sampling Guidance. "Qualified samplers" shall perform field-screening and sampling as required by 18 AAC 75. Sampling methods and sample management shall comply with all applicable regulatory requirements and laboratory requirements. The soil samples shall be submitted for analysis according to State analytical protocols by approved laboratories. Sufficient numbers of quality control samples shall be analyzed to comply with regulatory requirements and guidance.

SUBTASK D

DISPOSAL: The Contractor shall be responsible for transportation and disposal of the contaminated soil, in accordance with the Transportation and Disposal Plan developed for the site. Upon completion of excavation activities and prior to backfilling, the Contractor shall field-screen and sample the excavation to document that all contamination has been removed, in accordance with 18 AAC 75 and ADEC's Field Sampling Guidance. This activity shall follow the Sampling and Analysis Plan that is developed and approved for the site. Backfill shall not occur without prior approval from the DMVA-FMO-ENV Project Manager and ADEC.

SUBTASK E

SITE CLEANUP, DEMOBILIZATION AND SITE RESTORATION: In accordance with Section 404 of the Clean Water Act under the authority of the U.S. Army Corps of Engineers Alaska District, per Regional Condition D, topsoil or organic materials used as backfill must be locally obtained. The Contractor shall restore the excavated area with clean backfill and re-seed with native grasses. Additionally, the Contractor shall compact and regrade the area to restore drainage and infiltration to the excavated area, ensure drainage away from any nearby buildings and return the site to a stable and safe condition. The Contractor shall clean up the

site after all operations are complete. All solid wastes, debris, and spent materials generated during the work performance shall be removed and properly disposed. The Contractor shall demobilize and remove all mobilized equipment and supplies from the site at the completion of work.

SUBTASK F

FINAL REPORT

The Contractor shall provide the DMVA-FMO-ENV Project Manager with a Final Report to the specifications below in Task 2 Deliverables.

TASK 2 DELIVERABLES: The Contractor shall be required to meet suspense dates established in the Project Schedule, as approved by DMVA-FMO-ENV. All sheets and covers of all draft plans and reports shall bear a "DRAFT" watermark.

- a. Work Plan.** The Contractor shall develop a Work Plan (WP) in accordance with applicable regulatory requirements. The Contractor will have the plan approved by the DMVA-FMO-ENV Project Manager prior to submitting the plan to ADEC for review and approval. The WP shall outline and detail the elements of the excavation, sampling and removal activities. The WP shall include (at a minimum) the following plans:
- i. Field Activity Plan:* The Field Activity Plan shall identify methods and means for performing the excavation, containerizing the material, backfilling, and stabilizing the site. The site goals and source of the backfill materials shall be identified. The Contractor shall obtain all required access rights and permits for the completion of the site activities prior to submission of the final planning document.
 - ii. Sampling and Analysis Plan:* The Sampling and Analysis Plan (SAP) shall detail the proposed methods and means for sampling the site. The SAP shall identify methods for sampling location selection, screening requirements, documentation, analytical methods, sample containers and management, sampling equipment, decontamination procedures, and management of investigative derived wastes. All work shall be conducted in accordance with applicable regulations and guidance, including the most current ADEC Field Sampling Guidance. The SAP may incorporate elements of the Quality Assurance Project Plan (QAPP) by reference to identify methods and management practices to be used during data gathering activities. The Contractor shall obtain all required access rights and permits for the completion of the site activities prior to submission of the final planning document.
 - iii. Quality Assurance Project Plan:* The Quality Assurance Project Plan shall describe the management policies, objectives, principles, organizational authority, responsibilities, accountability, and implementation plan of the Contractor for ensuring performance quality. The QAPP shall include a description of the reporting, monitoring, and corrective action processes to be used during work performance.
 - iv. Health and Safety Plan:* A Health and Safety Plan shall be developed to include all administrative and procedural requirements for Contractor employees while involved in the performance of all aspects of this activity. Details shall be made site-specific and include local emergency contacts.
 - v. Transportation and Disposal Plan:* The Transportation and Disposal Plan shall provide details about the storage, transport, and ultimate treatment and/or disposal of excavated material originating from the site. All containers must be compatible with the material to be contained. The plan shall identify applicable transport placarding requirements and procedures that shall be employed to comply with transportation safety and regulatory requirements. The plan shall address emergency procedures in case of release during transport. The plan shall identify the process, controls, compliance with other applicable (and potentially governing) regulations, and ultimate disposal of the excavated material.

The WP shall satisfy all regulatory requirements for site-specific "WPs". Applicable regulatory agencies shall review and approve all plans prior to implementation. The Contractor shall allow DMVA-FMO-ENV and ADEC 30 days for their respective review and comment periods.

- b. Daily Reports.** During the course of site work and field activities, the Contractor shall submit to the DMVA-FMO-ENV Project Manager daily reports via e-mail detailing work accomplished, with photographs.
- c. Photographs.** The Contractor shall provide a CD containing time- and date-stamped photographs, documenting all field activities for this contract.
- d. Final Report.** Following the completion of all field activities and receipt of analytical results, the Contractor shall complete and submit a transmittal letter and Final Report via e-mail to the DMVA-FMO-ENV Project Manager for review and approval, prior to submitting to ADEC. The Final Report shall detail the site conditions, contracted

activities, analytical results, and conclusions that are performed for this contract. The Final Report shall include a recommendation for the site (e.g., no further action, monitoring required, etc...), supported by the data within the report. The Final Report shall include all field notes, all manifests and receipts for disposal of waste from the site, and photographs documenting sampling of the site and all other field activities performed.

BID: The Contractor shall provide a Base Bid to complete Task 2, and include:

- a. Subtask B: Base cost and cost per ton for soil excavation and containerization in preparation for transport to an approved, permitted Treatment, Storage and Disposal Facility;
- b. Subtask C: Cost per square foot for field-screening and soil confirmation sampling of the excavation in accordance with ADEC Field Sampling Guidance Table 2B and Appendix F;
- c. Subtask D: Cost per ton for hauling and disposal of contaminated soil at an approved, permitted Treatment, Storage and Disposal Facility;
- d. Subtask E: Base cost and cost per ton for clean fill replacement, including necessary compaction and grading, for all contaminated soils identified during Task 1; and,
- e. Subtask E: Cost per square foot for necessary compaction, grading and re-seeding of clean fill replacement soil.

All information, reports, pictures, maps and drawings shall become the sole property of the AKARNG.

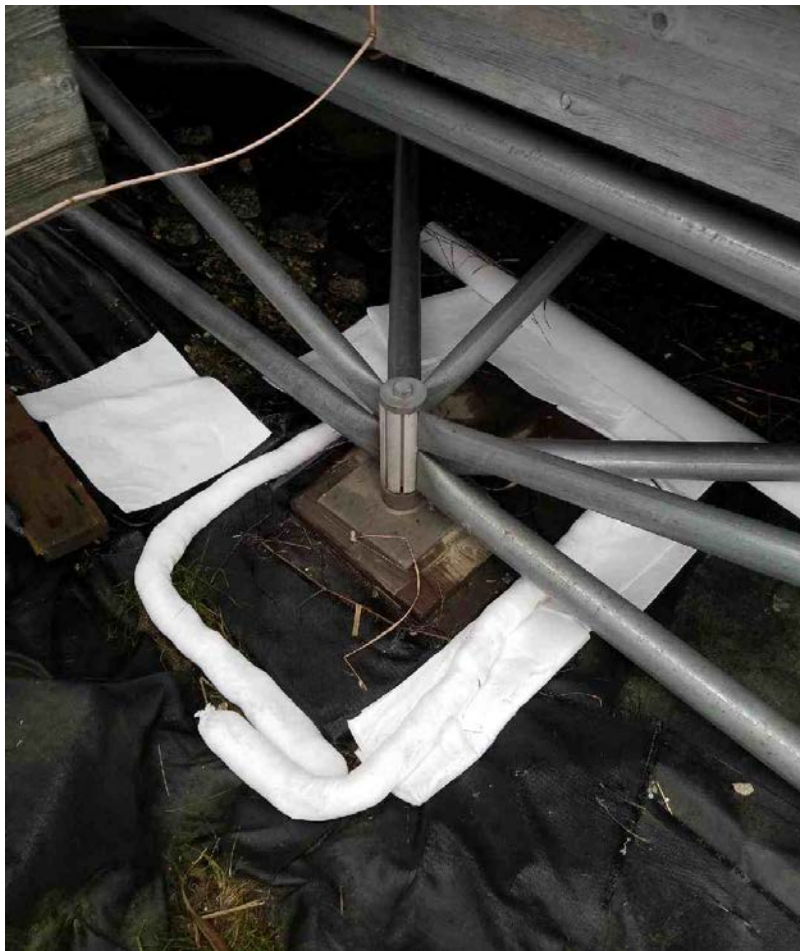
Site Photographs:



Walkway connecting Old Armory (left) and Annex (right); copper line was sheared off at walkway-level to the right of the Annex door. Small bit of white absorbent pad is visible where the line was sheared off, see Figure 2 for close-up.



Wooden plug in sheared-off end of line where spill originated from; white absorbent pad placed underneath to absorb fuel.



Absorbent material laid around triodetic foundation footer where fuel from spill pooled. Ground cloth and fuel-stained footer visible.

Area 5. Koyuk:

WORK STATEMENT FOR INITIAL SPILL RESPONSE ACTIVITIES ALASKA ARMY NATIONAL GUARD

PURPOSE: The Contractor shall provide services as detailed below, relative to supporting the Alaska Army National Guard's (AKARNG) Water Resources Program of the Department of Military and Veterans' Affairs (DMVA) Facility Management Office's Environmental Compliance Section (FMO-ENV).

BACKGROUND: On October 30, 2018 an area of stained soil was discovered adjacent to the 1500-gallon aboveground storage tank at the AKARNG Koyuk Readiness Center (RC), ADEC Spill Number 18389931802. The affected area is situated beneath the piping connecting the tank to the building and is estimated at approximately eight to ten square feet, based on photographs; the depth of contamination is unknown. During a site visit, DMVA staff assessed the piping and determined that it was not leaking. An opportunistic soil sample was collected using available implements and submitted to SGS to be analyzed for Diesel Range Organics (DRO), Residual Range Organics (RRO) and Gasoline Range Organics (GRO); DRO results returned 808 mg/kg, GRO/RRO were below Alaska Department of Environmental Conservation (ADEC) Method Two cleanup levels. This information is presented to assist Contractors for the purposes of developing a proposal to complete the work. Estimates may not be representative of the actual amount of contaminated materials or site conditions at the project location.

Site conditions and logistical considerations are as follows. The facility is located in Koyuk, Alaska. The building is used by the Bering Straits School District as a Head Start preschool. Access to the facility must be gained through coordination with the DMVA-FMO-ENV Project Manager.

The terrain on the property is gently sloping to the east. Soils are gravelly with scattered vegetation. DMVA-FMO has conducted the required compliance with Section 106 of the National Historic Preservation Act (NHPA) and no further cultural resources work is required prior to performing the soil remediation work for this project. However, if any potential cultural remains or human skeletal remains are encountered during the remediation work, the contractor must halt work temporarily and report those finds as soon as possible to the DMVA-FMO project manager. If that happens DMVA-FMO will work diligently with the contractor to perform the necessary consultation and actions with the Alaska State Historic Preservation Office (AKSHPO) and local tribal government to facilitate the continuation of this remediation work.

SCOPE OF WORK: The Contractor shall be required to provide all labor, facilities, equipment, materials, transportation and supplies necessary to perform soil sampling, and soil removal at the AKARNG facility in Koyuk, Alaska. The Contractor shall provide a Base Bid to complete the Tasks below, with additional costs provided as specified for the applicable Subtasks. DMVA-FMO-ENV will provide archaeological monitoring for all ground disturbance activities.

PERIOD OF PERFORMANCE: All work must be substantially complete by December 31, 2019.

REGULATORY COMPLIANCE: The Contractor shall comply with all federal, state and local environmental and safety regulations and ensure compliance of subcontractors with these requirements throughout the performance of the contract. These regulations include, but are not limited to the following:

- 29 CFR 1910 - Occupational Safety and Health Standards
- 40 CFR 112 - Oil Pollution Prevention and Response
- 18 AAC 75 - Oil and Hazardous Substances Pollution Control
- Army Regulation (AR) 200-1 - Environmental Protection and Enhancement

PERSONNEL: The Contractor shall be responsible for the quality of work performed by all employees as well as subcontractors and shall ensure adequate resources are provided for field activities. Qualified Environmental Professionals, Qualified Environmental Samplers and competent personnel shall perform all work as required by 18 AAC 75.

During the performance of this contract, no contact with ADEC, the U.S. Environmental Protection Agency, other regulatory entities, or the press will be made by the Contractor, their representatives, staff/employees, or subcontracted persons without the prior consent of and coordination with the DMVA-FMO-ENV Project Manager.

TASKS: The scope of work shall be to conduct soil field-screening and analytical sampling (Task 1) and the option to perform a backfill and removal action (Task 2) at the site listed above. The objectives of these activities are to determine the nature and extent (horizontal and vertical) of contamination at the site, as it pertains to the surface staining discovered on October 30, 2018, and subsequently execute a removal action at the site to meet the goal of an ADEC site determination of No Further Action Required, or equivalent. The execution of Task 2 will depend on funding availability and DMVA management approval. The DMVA-FMO-ENV Project Manager will contact the Contractor within 30 days of completion of Task 1 and provide a determination on whether or not to proceed with Task 2. The Koyuk Readiness Center is situated in close proximity to known burials in the community. Due to the high potential for encountering burials and other artifacts, and in accordance with Section 106 of the National Historic Preservation Act, DMVA-FMO will provide archaeological monitoring for all ground disturbance activities. DMVA-FMO will develop a Monitoring Plan, which will be supplied to and discussed with the selected Contractor at the Post-Award Coordination Meeting; the Contractor must adhere to the procedures and steps outlined in the Monitoring Plan in the event that burials and other artifacts are encountered during site work activities. The DMVA-FMO archaeological monitor in consultation with the Alaska State Preservation Office (AKSHPO) and the local tribe have the ability to temporarily stop work at any point in time to be allowed time to explore and examine possible cultural and human remains.

If permafrost is encountered at any point during field activities, the Contractor shall document the depth and location of the permafrost with GPS coordinates and supporting photographs.

TASK 1: SITE EVALUATION

The Contractor shall be required to provide all labor, facilities, equipment, materials, transportation and supplies necessary to perform logistical planning, mobilization/demobilization of equipment and personnel to the site, initial site evaluation and preparation, field-screening and sampling of the site.

SUBTASK A

SCHEDULING AND WORK PLAN: The Contractor shall submit to the DMVA-FMO-ENV Project Manager a detailed Project Schedule within 15 calendar days of receipt of Notice to Proceed. The schedule shall include a timeline chart of activities (including projected dates for Task 2 activities) showing project tasks, field site activities, a description of project staffing (to include qualifications) and responsibilities, appropriate milestones, identification of decision points, deliverable dates, review times, and key schedule responsibilities. If, for any reason, the schedule is changed or modified, the Contractor shall provide an amended schedule as soon as possible. Amended schedules shall not be permitted to affect previously scheduled milestones that were to occur within five (5) working days of an amended schedule submission date. Schedule revisions shall not be effective until approved by the DMVA-FMO-ENV Project Manager.

The Contractor shall designate and submit a Point of Contact (POC) for the technical aspects of the contract and performance. This POC designation shall be provided concurrently with initial schedule submission. The Contractor POC shall work with DMVA-FMO-ENV Project Manager to ensure coordination between the Contractor and all affected parties. The POC shall coordinate and cooperate with the DMVA-FMO-ENV Project Manager for review and approval of all technical aspects/operations within the scope of this contract.

The Contractor shall provide the DMVA-FMO-ENV Project Manager with a Work Plan to the specifications below in Task 1 Deliverables.

SUBTASK B

SITE SURVEY AND PREPARATION: The DMVA-FMO-ENV Project Manager shall identify the location of the soil requiring evaluation prior to commencement of field activities. The Contractor will be responsible for disconnecting and moving the heating oil tank to facilitate access to the area underneath the tank for the site evaluation.

SUBTASK C

SAMPLING: The Contractor shall perform a site evaluation to document the soil conditions in accordance with the Sampling Plan developed for this Subtask. The focus of the sampling and analysis effort shall be to identify residual contaminants and determine the nature and extent (horizontal and vertical) of contamination, and assess the need for removal action. Sample collection frequency shall comply with applicable regulation and guidance, including the most current ADEC Field Sampling Guidance. "Qualified samplers" shall perform field-screening and sampling as required by 18 AAC 75. Sampling methods and sample management shall comply with all applicable regulatory requirements and laboratory requirements. The soil samples shall be submitted for analysis according to State analytical protocols by approved laboratories. Sufficient numbers of quality control samples shall be analyzed to comply with regulatory requirements and guidance.

SUBTASK D

SITE CLEANUP AND DEMOBILIZATION: The Contractor shall clean up the site after all operations are complete. All solid wastes, debris, and spent materials generated during the work performance shall be removed and properly disposed. The Contractor shall demobilize and remove all mobilized equipment and supplies from the site at the completion of work. The Contractor will be responsible for moving the heating oil tank back to its original location and reconnecting it to the building upon completion of field activities.

SUBTASK E

INTERIM REPORT

The Contractor shall provide the DMVA-FMO-ENV Project Manager with an Interim Report to the specifications below in Task 1 Deliverables.

TASK 1 DELIVERABLES: The Contractor shall be required to meet suspense dates established in the Project Schedule, as approved by DMVA-FMO-ENV. All sheets and covers of all draft plans and reports shall bear a "DRAFT" watermark.

- a. **Work Plan.** The Contractor shall develop a Work Plan (WP) in accordance with applicable regulatory requirements. The Contractor will have the plan approved by the DMVA-FMO-ENV Project Manager prior to submitting the plan to ADEC for review and approval. The WP shall outline and detail the elements of the evaluation and sampling activities. The WP shall include (at a minimum) the following plans:
 - i. *Sampling and Analysis Plan:* The Sampling and Analysis Plan (SAP) shall detail the proposed methods and means for investigating the site. The SAP shall identify methods for sampling location selection, screening requirements, documentation, analytical methods, sample containers and management, sampling equipment, decontamination procedures, and management of investigative derived wastes. All work shall be conducted in accordance with applicable regulations and guidance, including the most current ADEC Field Sampling Guidance. The SAP may incorporate elements of the Quality Assurance Project Plan (QAPP) by reference to identify methods and management practices to be used during data gathering activities. The Contractor shall obtain all required access rights and permits for the completion of the site activities prior to submission of the final planning document.
 - i. *Quality Assurance Project Plan:* The Quality Assurance Project Plan shall describe the management policies, objectives, principles, organizational authority, responsibilities, accountability, and implementation plan of the Contractor for ensuring performance quality. The QAPP shall include a description of the reporting, monitoring, and corrective action processes to be used during work performance.
 - ii. *Health and Safety Plan:* A Health and Safety Plan shall be developed to include all administrative and procedural requirements for Contractor employees while involved in the performance of all aspects of this activity. Details shall be made site-specific and include local emergency contacts.

The WP shall satisfy all regulatory requirements for site-specific "WPs". Applicable regulatory agencies shall review and approve all plans prior to implementation. The Contractor shall allow DMVA-FMO-ENV and ADEC 30 days for their respective review and comment periods.

- b. **Daily Reports.** During the course of site work and field activities, the Contractor shall submit to the DMVA-FMO-ENV Project Manager daily reports via e-mail detailing work accomplished, with photographs.
- c. **Photographs.** The Contractor shall provide a CD containing time- and date-stamped photographs, documenting all field activities for this contract.
- d. **Interim Report.** Following the completion of field activities and receipt of analytical results, the Contractor shall complete and submit a transmittal letter and Interim Report via e-mail to the DMVA-FMO-ENV Project Manager for review and approval, prior to submitting to ADEC. The Interim Report shall detail the site conditions, contracted activities, analytical results, and conclusions that are performed for this Task. The Interim Report shall include a recommendation for the site supported by the data within the report. The Interim Report shall include all field notes, all manifests and receipts for disposal of waste from the site, and photographs documenting sampling of the site and all other field activities performed.

BID: The Contractor shall provide a Base Bid to complete Task 1, and include:

- a. Subtask C: Cost per square foot for field-screening and soil sampling of the excavation in accordance with ADEC Field Sampling Guidance Table 2B and Appendix F.

TASK 2: RESPONSE ACTION (Subject to funding and DMVA-FMO-ENV Project Manager approval)

The Contractor shall be required to provide all labor, facilities, equipment, materials, transportation and supplies necessary to perform logistical planning, mobilization/demobilization of equipment and personnel to the site, site preparation, excavation, confirmation sampling, backfill, grading and re-seeding of soil, and disposal of all excavated material originating from the site. The Contractor shall acknowledge the excavation limits prior to removing soil.

SUBTASK A

SCHEDULING AND WORK PLAN: Within five (5) working days of notification to proceed with Task 2, the Contractor shall submit to the DMVA-FMO-ENV Project Manager an updated Project Schedule. The schedule shall include a timeline chart of activities showing project tasks, field site activities, a description of project staffing (to include qualifications) and responsibilities, appropriate milestones, identification of decision points, deliverable dates, review times, and key schedule responsibilities. If, for any reason, the schedule is changed or modified, the Contractor shall provide an amended schedule as soon as possible. Amended schedules shall not be permitted to affect previously scheduled milestones that were to occur within five (5) working days of an amended schedule submission date. Schedule revisions shall not be effective until approved by the DMVA-FMO-ENV Project Manager.

The Contractor shall provide the DMVA-FMO-ENV Project Manager with a Work Plan to the specifications below in Task 2 Deliverables.

SUBTASK B

SITE PREPARATION AND SOIL EXCAVATION: The Contractor will be responsible for disconnecting and moving the heating oil tank to facilitate access to the area underneath the tank for the soil excavation. The Contractor shall excavate the contaminated material within the release area(s) and containerize this material at an on-site loading area in a manner that allows safe transport from the site. During excavation, the site shall be properly shored and the activity area shall be secured to prevent incidental or intentional trespass and ensure the welfare of the general public. Excavated soil will be placed in *super sacks* (or pre-approved equivalent). Temporary storage for bagged, excavated material on-site is not authorized without prior approval from the DMVA-FMO-ENV Project Manager.

SUBTASK C

CONFIRMATION SAMPLING: The Contractor shall perform sampling to document the soil conditions in accordance with the Sampling Plan developed for this Subtask. The focus of the sampling and analysis effort shall be to demonstrate that the lowest practicable level of contamination has been achieved through removal actions. Sample collection frequency shall comply with applicable regulation and guidance, including the most current ADEC Field Sampling Guidance. "Qualified samplers" shall perform field-screening and sampling as required by 18 AAC 75. Sampling methods and sample management shall comply with all applicable regulatory requirements and laboratory requirements. The soil samples shall be submitted for analysis according to State analytical protocols by approved laboratories. Sufficient numbers of quality control samples shall be analyzed to comply with regulatory requirements and guidance.

SUBTASK D

DISPOSAL: The Contractor shall be responsible for transportation and disposal of the contaminated soil, in accordance with the Transportation and Disposal Plan developed for the site. Upon completion of excavation activities and prior to backfilling, the Contractor shall field-screen and sample the excavation to document that all contamination has been removed, in accordance with 18 AAC 75 and ADEC's Field Sampling Guidance. This activity shall follow the Sampling and Analysis Plan that is developed and approved for the site. Backfill shall not occur without prior approval from the DMVA-FMO-ENV Project Manager and ADEC.

SUBTASK E

SITE CLEANUP, DEMOBILIZATION AND SITE RESTORATION: In accordance with Section 404 of the Clean Water Act under the authority of the U.S. Army Corps of Engineers Alaska District, per Regional Condition D, topsoil or organic materials used as backfill must be locally obtained. The Contractor shall restore the excavated area with clean backfill and re-seed with native grasses. Additionally, the Contractor shall compact and regrade the area to restore drainage and infiltration to the excavated area, ensure drainage away from any nearby buildings and return the site to a stable and safe condition. The Contractor shall clean up the site after all operations are complete. All solid wastes, debris, and spent materials generated during the work performance shall be removed and properly disposed. The Contractor shall demobilize and remove all mobilized equipment and supplies from the site at the completion of work. The Contractor will be responsible for moving the heating oil tank back to its original location and reconnecting it to the building upon completion of field activities.

SUBTASK F**FINAL REPORT**

The Contractor shall provide the DMVA-FMO-ENV Project Manager with a Final Report to the specifications below in Task 2 Deliverables.

TASK 2 DELIVERABLES: The Contractor shall be required to meet suspense dates established in the Project Schedule, as approved by DMVA-FMO-ENV. All sheets and covers of all draft plans and reports shall bear a "DRAFT" watermark.

- a. **Work Plan.** The Contractor shall develop a Work Plan (WP) in accordance with applicable regulatory requirements. The Contractor will have the plan approved by the DMVA-FMO-ENV Project Manager prior to submitting the plan to ADEC for review and approval. The WP shall outline and detail the elements of the excavation, sampling and removal activities. The WP shall include (at a minimum) the following plans:
 - i. *Field Activity Plan:* The Field Activity Plan shall identify methods and means for performing the excavation, containerizing the material, backfilling, and stabilizing the site. The site goals and source of the backfill materials shall be identified. The Contractor shall obtain all required access rights and permits for the completion of the site activities prior to submission of the final planning document.
 - ii. *Sampling and Analysis Plan:* The Sampling and Analysis Plan (SAP) shall detail the proposed methods and means for sampling the site. The SAP shall identify methods for sampling location selection, screening requirements, documentation, analytical methods, sample containers and management, sampling equipment, decontamination procedures, and management of investigative derived wastes. All work shall be conducted in accordance with applicable regulations and guidance, including the most current ADEC Field Sampling Guidance. The SAP may incorporate elements of the Quality Assurance Project Plan (QAPP) by reference to identify methods and management practices to be used during data gathering activities. The Contractor shall obtain all required access rights and permits for the completion of the site activities prior to submission of the final planning document.
 - iii. *Quality Assurance Project Plan:* The Quality Assurance Project Plan shall describe the management policies, objectives, principles, organizational authority, responsibilities, accountability, and implementation plan of the Contractor for ensuring performance quality. The QAPP shall include a description of the reporting, monitoring, and corrective action processes to be used during work performance.
 - iv. *Health and Safety Plan:* A Health and Safety Plan shall be developed to include all administrative and procedural requirements for Contractor employees while involved in the performance of all aspects of this activity. Details shall be made site-specific and include local emergency contacts.
 - v. *Transportation and Disposal Plan:* The Transportation and Disposal Plan shall provide details about the storage, transport, and ultimate treatment and/or disposal of excavated material originating from the site. All containers must be compatible with the material to be contained. The plan shall identify applicable transport placarding requirements and procedures that shall be employed to comply with transportation safety and regulatory requirements. The plan shall address emergency procedures in case of release during transport. The plan shall identify the process, controls, compliance with other applicable (and potentially governing) regulations, and ultimate disposal of the excavated material.

The WP shall satisfy all regulatory requirements for site-specific "WPs". Applicable regulatory agencies shall review and approve all plans prior to implementation. The Contractor shall allow DMVA-FMO-ENV and ADEC 30 days for their respective review and comment periods.

- b. **Daily Reports.** During the course of site work and field activities, the Contractor shall submit to the DMVA-FMO-ENV Project Manager daily reports via e-mail detailing work accomplished, with photographs.
- c. **Photographs.** The Contractor shall provide a CD containing time- and date-stamped photographs, documenting all field activities for this contract.
- d. **Final Report.** Following the completion of all field activities and receipt of analytical results, the Contractor shall complete and submit a transmittal letter and Final Report via e-mail to the DMVA-FMO-ENV Project Manager for review and approval, prior to submitting to ADEC. The Final Report shall detail the site conditions, contracted activities, analytical results, and conclusions that are performed for this contract. The Final Report shall include a recommendation for the site (e.g., no further action, monitoring required, etc...), supported by the data within the report. The Final Report shall include all field notes, all manifests and receipts for disposal of waste from the site, and photographs documenting sampling of the site and all other field activities performed.

BID: The Contractor shall provide a Base Bid to complete Task 2, and include:

- a. Subtask B: Base cost and cost per ton for soil excavation and containerization in preparation for transport to an approved, permitted Treatment, Storage and Disposal Facility;
- b. Subtask C: Cost per square foot for field-screening and soil confirmation sampling of the excavation in accordance with ADEC Field Sampling Guidance Table 2B and Appendix F;
- c. Subtask D: Cost per ton for hauling and disposal of contaminated soil at an approved, permitted Treatment, Storage and Disposal Facility;
- d. Subtask E: Base cost and cost per ton for clean fill replacement, including necessary compaction and grading, for all contaminated soils identified during Task 1; and,
- e. Subtask E: Cost per square foot for necessary compaction and grading of clean fill replacement soil with re-seeding of native grasses.

All information, reports, pictures, maps and drawings shall become the sole property of the AKARNG.

Site Photographs:



Figure 2. View of fuel tank, facing southwest. Stained patch of soil is visible in the bottom left of the frame, between the tank and the corner of the Armory building.



Figure 3. View of stained area, facing southeast. Stained patch of soil is visible between the tank and the corner of the Armory building.

BID SCHEDULES

Award will be based off the lowest responsive and responsible bidder and the timely submission of the required documentation as outlined in each Scope of Work by location. If the required information has not been submitted to the Procurement Office in the allotted time, or the information provided does not meet the minimum requirements, the bidder will be considered non-responsive and the State will contact the next lowest bidder.

BID SCHEDULE 1
Bryant Army Airfield JBER, AK
ITB No. 200000003

Award will be based off the lowest responsive and responsible bidder and the timely submission of the required documentation outlined below. If the required information has not been submitted to the Procurement Office in the allotted time, or the information provided does not meet the requirements below, the bidder will be considered non-responsive and the State will contact the next lowest bidder. By signing this Bid Schedule, you agree to furnish all necessary labor, materials, and equipment as outlined in Bryant Army Airfield's scope of work.

LOT NO.	DESCRIPTION	UNIT	Qty.	Cost
1	Base Bid to Complete Task 1	Task	1	\$ _____
2	Subtask B Base Cost Soil Evacuation/Containerization	Task	1	\$ _____
3	Subtask B Cost Per Ton	Ton	1	\$ _____
4	Subtask C Field Screening/Sampling	Sq Foot	1	\$ _____
5	Subtask D Hauling and Disposal	Ton	1	\$ _____
6	Subtask E Base Cost	Task	1	\$ _____
7	Subtask E Clean Fill	Ton	1	\$ _____

Award will be made on the total of Lots 1, 2, 3, 4, 5, 6, and 7: Total: \$ _____

By signing below, you are agreeing to provide the following information with-in 2 business days after the State issues the Notice of Intent to Award.

1. Minimum of three (3) year professional experience as an Environmental Scientist (within the most recent five years).
2. In writing, fully describing prior environmental restoration experience
3. Provide a minimum of three (3) professional references to include company or agency name, contact person, address, telephone number, and email address. These references must be able to provide endorsement for the work described in item 2 listed above.

*** If you do not intend to submit a bid on this location please indicate with a "NO BID" in the Total field and sign below. ***

Business Name: _____

Address: _____

Phone: _____

Email: _____

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

IRIS Number: _____

BID SCHEDULE 2
Elim Readiness Center Elim, Alaska
ITB No. 200000003

Award will be based off the lowest responsive and responsible bidder and the timely submission of the required documentation outlined below. If the required information has not been submitted to the Procurement Office in the allotted time, or the information provided does not meet the requirements below, the bidder will be considered non-responsive and the State will contact the next lowest bidder. By signing this Bid Schedule, you agree to furnish all necessary labor, materials, and equipment as outlined in Elim Readiness Center 's scope of work.

LOT NO.	DESCRIPTION
1	All deliverables as outlined in Elim Readiness Centers Scope of Work: Total: \$_____

By signing below, you are agreeing to provide the following information with-in 2 business days after the State issues the
Notice of Intent to Award.

1. Minimum of three (3) year professional experience as an Environmental Scientist (within the most recent five years).
2. In writing, fully describing prior environmental restoration experience
3. Provide a minimum of three (3) professional references to include company or agency name, contact person, address, telephone number, and email address. These references must be able to provide endorsement for the work described in item 2 listed above.

*** If you do not intend to submit a bid on this location please indicate with a "NO BID" in the Total field above and sign below.***

Business Name: _____

Address: _____

Phone: _____

Email: _____

Authorized Representative
Name: _____

Title: _____

Signature: _____

Date: _____

IRIS Number: _____

BID SCHEDULE 3**Ketchikan, Alaska****ITB No. 200000003**

Award will be based off the lowest responsive and responsible bidder and the timely submission of the required documentation outlined below. If the required information has not been submitted to the Procurement Office in the allotted time, or the information provided does not meet the requirements below, the bidder will be considered non-responsive and the State will contact the next lowest bidder. By signing this Bid Schedule, you agree to furnish all necessary labor, materials, and equipment as outlined in Ketchikan's scope of work.

LOT NO.	DESCRIPTION	UNIT	Qty.	Cost
1	Base Bid to Complete Task 1	Task	1	\$_____
2	Subtask C Field Screening/Sampling	Sq Foot	1	\$_____
3	Base Bid to Complete Task 2	Task	1	\$_____
4	Subtask B Base Cost Soil Evacuation/Containerization	Task	1	\$_____
5	Subtask B Cost Per Ton	Ton	1	\$_____
6	Subtask C Field Screening/Sampling	Sq Foot	1	\$_____
7	Subtask D Hauling and Disposal	Ton	1	\$_____
8	Subtask E Base Cost	Task	1	\$_____
9	Subtask E Clean Fill Replacement	Ton	1	\$_____
10	Subtask E Compaction, Grading of Clean Fill, Re-seeding	Sq Foot	1	\$_____

Award will be made on the total of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10: Total: \$_____

By signing below, you are agreeing to provide the following information with-in 2 business days after the State issues the Notice of Intent to Award.

4. Minimum of three (3) year professional experience as an Environmental Scientist (within the most recent five years).
5. In writing, fully describing prior environmental restoration experience
6. Provide a minimum of three (3) professional references to include company or agency name, contact person, address, telephone number, and email address. These references must be able to provide endorsement for the work described in item 2 listed above.

*** If you do not intend to submit a bid on this location please indicate with a "NO BID" in the Total field and sign below. ***

Business Name: _____	Authorized Representative Name: _____
Address: _____	Title: _____
Phone: _____	Signature: _____
Email: _____	Date: _____
	IRIS Number: _____

BID SCHEDULE 4**Kipnuk, Alaska****ITB No. 200000003**

Award will be based off the lowest responsive and responsible bidder and the timely submission of the required documentation outlined below. If the required information has not been submitted to the Procurement Office in the allotted time, or the information provided does not meet the requirements below, the bidder will be considered non-responsive and the State will contact the next lowest bidder. By signing this Bid Schedule, you agree to furnish all necessary labor, materials, and equipment as outlined in Kipnuk's scope of work.

LOT NO.	DESCRIPTION	UNIT	Qty.	Cost
1	Base Bid to Complete Task 1	Task	1	\$ _____
2	Task 1 Subtask C Field Screening/Sampling	Sq Foot	1	\$ _____
3	Base Bid Task 2	Task	1	\$ _____
4	Subtask B Base Cost Per Ton Soil Evacuation/Containerization	Ton	1	\$ _____
5	Subtask C Field Screening/Sampling	Sq Foot	1	\$ _____
6	Subtask D Hauling and Disposal	Ton	1	\$ _____
7	Subtask E Base Cost	Task	1	\$ _____
8	Subtask E Clean Fill Replacement	Ton	1	\$ _____
9	Subtask E Compaction, Grading of Clean Fill, Re-seeding	Sq Foot	1	\$ _____

Award will be made on the total of Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9: Total: \$ _____

By signing below, you are agreeing to provide the following information with-in 2 business days after the State issues the Notice of Intent to Award.

7. Minimum of three (3) year professional experience as an Environmental Scientist (within the most recent five years).
8. In writing, fully describing prior environmental restoration experience
9. Provide a minimum of three (3) professional references to include company or agency name, contact person, address, telephone number, and email address. These references must be able to provide endorsement for the work described in item 2 listed above.

*****If you do not intend to submit a bid on this location please indicate with a "NO BID" in the Total field and sign below. *****

Business Name: _____

Address: _____

Phone: _____

Email: _____

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

IRIS Number: _____

BID SCHEDULE 5

Koyuk, AK

ITB No. 200000003

Award will be based off the lowest responsive and responsible bidder and the timely submission of the required documentation outlined below. If the required information has not been submitted to the Procurement Office in the allotted time, or the information provided does not meet the requirements below, the bidder will be considered non-responsive and the State will contact the next lowest bidder. By signing this Bid Schedule, you agree to furnish all necessary labor, materials, and equipment as outlined in Koyuk's scope of work.

LOT NO.	DESCRIPTION	UNIT	Qty.	Cost
1	Base Bid to Complete Task 1	Task	1	\$ _____
2	Subtask C Field Screening/Sampling	Sq Foot	1	\$ _____
3	Base Bid to Complete Task 2	Task	1	\$ _____
4	Subtask B Base Cost Soil Evacuation/Containerization	Task	1	\$ _____
5	Subtask B Cost Per Ton	Ton	1	\$ _____
6	Subtask C Field Screening/Sampling	Sq Foot	1	\$ _____
7	Subtask D Hauling and Disposal	Ton	1	\$ _____
8	Subtask E Base Cost	Task	1	\$ _____
9	Subtask E Clean Fill	Ton	1	\$ _____
10	Subtask E Compaction, Grading and Re-seeding	Sq Foot	1	\$ _____

Award will be made on the total of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10: Total: \$ _____

By signing below, you are agreeing to provide the following information with-in 2 business days after the State issues the Notice of Intent to Award.

1. Minimum of three (3) year professional experience as an Environmental Scientist (within the most recent five years).
2. In writing, fully describing prior environmental restoration experience
3. Provide a minimum of three (3) professional references to include company or agency name, contact person, address, telephone number, and email address. These references must be able to provide endorsement for the work described in item 2 listed above.

*** If you do not intend to submit a bid on this location please indicate with a "NO BID" in the Total field and sign below. ***

Business Name: _____

Address: _____

Phone: _____

Email: _____

Authorized Representative
Name: _____

Title: _____

Signature: _____

Date: _____

IRIS Number: _____

ATTACHMENTS

- 1) Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form.
- 2) Supplemental Requirements DMVA FMO Federally Funded Contracts

BIDDER'S CHECKLIST

Bidders are strongly encouraged to use this checklist when assembling their bid package. **All required documents must be received within DMVA/DAS Procurement Office prior to the deadline set for receipt of bids for your bid to be considered responsive:**

- ___ **1. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form.**
One signed copy of the Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form for the bidder; and
- ___ **2. Supplemental Requirements for DMVA FMO Federally Funded Contracts:**
One signed copy of the DMVA FMO Federally Funded Contracts Supplemental Requirements for the bidder; and
- ___ **3. MANDATORY RETURN Amendment(s).**
Written acknowledgement of any MANDATORY RETURN amendment(s) issued for this ITB; and
- ___ **4. Bid Schedules and Bidder Information.**
Completed and signed copy of all five Bid Schedules; and
- ___ **5. Completed Page 1 of this ITB.**
One completed and signed copy of Page 1 of this ITB.

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

- Date _____

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number _____ or the Cage Code _____.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving Federal funds. Failure to do so will result in cancellation of the contract

Instructions for Certification

1. By signing and submitting this Proposal, 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 Proposal 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," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal 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.

**- END OF Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions -**

Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013

Section 801. Applicable Law.

The Successful Contractor will comply with the following Applicable Laws. To view any referenced Laws or Statutes in their entirety please contact the Project Manager.

Section 802. Governing Regulations.

This contract and the parties involved with this contract will comply with, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and NGR 5-1.

Section 803. Nondiscrimination.

This contract and the parties involved with this contract will comply with the following national policies prohibiting discrimination:

- A. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.
- B. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.
- C. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.
- D. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- E. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

Section 804. Lobbying.

- A. The State covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.
- B. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Section 805. Drug-Free work Place.

This contract and the parties involved with this contract will comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

Section 806. Environmental Protection.

- A. The contractor and all parties, under this contract, agree that its performance under this Agreement shall comply with:
 - i. The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
 - ii. Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
 - iii. The Resources Conservation and Recovery Act (RCRA);
 - iv. The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
 - v. The National Environmental Policy Act (NEPA);
 - vi. The Solid Waste Disposal Act (SWDA));
 - vii. The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
 - viii. To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

- B.** In accordance with the EPA rules, the party further agrees to also identify to the awarding agency (*State of Alaska \ Department of Military and Veterans Affairs \ Facilities Management Office*) any impact this award may have on:
- i.** The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
 - ii.** Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
 - iii.** Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
 - iv.** Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
 - v.** Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
 - vi.** Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Section 807. Use of United States Flag Carriers.

- A.** The contractor and the parties involved, under this contract, agree that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
- B.** The contractor and the parties involved, under this contract, agree that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Section 808. Debarment and Suspension.

This contract and the parties involved will comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR Part 180, as implemented by the DoD in 2 CFR Part 1125. The State agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the State enters into transactions that are “covered transactions” under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR Part 1125.

Section 809. Buy American Act.

The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a, et seq.). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Section 810. Uniform Relocation Assistance and real Property Acquisition Policies

The State covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Section 811. Copeland “Anti-Kickback” Act.

The State and the contractor and all parties involved with this contract covenants and agrees that it will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland “Anti-Kickback” Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Section 812. Contract Work Hours and Safety Standards Act.

The State and the contractor and all parties involved with this contract covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

Section 813. Central Contractor Registration and Universal Identifier Requirements.

The contractor and all parties involved with this contract agree to comply with the Central Contractor Registration and Universal Identifier Requirements as indicated below:

B. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

C. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make sub awards under this award, you:

- i. Must notify potential sub-recipients that no entity (see definition in paragraph C of this award term) may receive a sub-award from you unless the entity has provided its DUNS number to you.
- ii. May not make a sub-award to an entity unless the entity has provided its DUNS number to you.

D. Definitions

For purposes of this award term:

- i. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the www.sam.gov Internet site.
- ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- iv. Sub-award:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A sub-award may be provided through any legal agreement, including an agreement that you consider a contract.
- v. Sub-recipient means an entity that:
 - a. Receives a sub-award from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the sub-award.

Section 814. Reporting Sub-awards and Executive Compensation

The contractor agrees to comply with the Reporting Sub-awards and Executive Compensation requirements indicated below:

A. Reporting of first-tier sub-awards

- i. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).
- ii. Where and when to report.
 - a. You must report each obligating action described in paragraph a.1. of this award term to <https://www.frs.gov>.

- b. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2012, the obligation must be reported by no later than December 31, 2012).
 - iii. What to report. You must report the information about each obligating action that the submission instructions posted at <https://www.fsr.gov> specify.

B. Reporting Total Compensation of Recipient Executives.

- i. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received—
 - i) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,
 - ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,
 - a) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- ii. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - a. As part of your registration profile at <https://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Sub-recipient Executives

- i. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if—
 - a. in the sub-recipient's preceding fiscal year, the sub-recipient received—
 - i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
 - iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- ii. Where and when to report. You must report sub-recipient executive total compensation described in paragraph c.1. of this award term:
 - a. To the recipient.
 - b. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

D. Exemptions

- i. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- ii. Sub-awards; and,
 - a. The total compensation of the five most highly compensated executives of any sub-recipient.

E. Definitions. For purposes of this award term:

- i. Entity means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Sub-award:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.

- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iv. Sub-recipient means an entity that:
 - a. Receives a sub-award from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the sub-award.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - a. Salary and bonus.
 - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - e. Above-market earnings on deferred compensation which is not tax-qualified.
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Contractor Acknowledgement and Acceptance:

**Contractor Business
Entity Name**

Signature – Authorized Representative

Date

- END of Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013

****END of ITB****