

STATE OF ALASKA REQUEST FOR PROPOSALS



EMERGENCY SPILL RESPONSE SERVICES FOR THE ALASKA ARMY NATIONAL GUARD

RFP 200000083

ISSUED DATE MAY 18, 2020

THE STATE OF ALASKA, DEPARTMENT OF MILITARY AND VETERANS' AFFAIRS, FACILITIES MANAGEMENT OFFICE, ENVIRONMENTAL SECTION IS SEEKING PROPOSALS FROM QUALIFIED CONTRACTORS TO PROVIDE EMERGENCY SPILL RESPONSE SERVICES FOR THE ALASKA ARMY NATIONAL GUARD

ISSUED BY:

DEPARTMENT OF MILITARY AND VETERANS'
AFFAIRS
FACILITIES MANAGEMENT OFFICE
ENVIRONMENTAL SECTION

PRIMARY CONTACT:

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(907) 428-7224

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Military and Veterans' Affairs Facilities Management Office Environmental Section (FMO-ENV) is soliciting proposals from qualified, expert Offerors to provide emergency response services for oil spills and hazardous substance releases at Alaska Army National Guard (AKARNG) facilities and elsewhere that result from AKARNG operations, vandalism, or natural disasters. Substances may include products refined from crude oil, hazardous substances and materials, unknown and uncharacterized substances, contaminated debris, contaminated soil, and related waste materials.

The Contractor shall manage and perform all aspects of awarded Projects to provide the services herein and within Project solicitations for the entire duration of the contract resulting from this RFP, to include optional renewals. Any conflicting technical requirements will be resolved in negotiation with the DMVA Project Manager.

SEC. 1.02 BUDGET

The Department of Military and Veteran's Affairs, Facilities Management Office, Environmental Section, estimates a budget not to exceed five million dollars **(\$5,000,000.00)** for completion of all services under a Master Agreement Contract (MA) resulting from this RFP for the entire term of the MA (initial three-year term plus a two-year renewal option to be exercised at the sole discretion of the State). Actual costs will vary depending upon the number of spill responses required during the period of performance. The State does not guarantee a minimum or maximum amount of services to be performed or dollar amount to be spent under any Delivery Order issued under the MA resulting from this RFP.

Delivery Orders issued against an MA resulting from this RFP is contingent upon legislative appropriation. Funding source for a master agreement and subsequent delivery orders resulting from this RFP will vary and may involve State, Federal, or a mixture of both State and Federal funds. Because federal funds may be used for a MA resulting from this RFP, offerors must be enrolled in the Federal System for Awards Management, SAM (www.sam.gov) at the time of offering and not be debarred or suspended from doing business with the Federal government or State of Alaska. Successful Contractor(s) for a MA resulting from this RFP must remain enrolled in SAM and must not be debarred or suspended from doing business with the Federal government or the State of Alaska at any time during the full term of the MA. Failure to do so will result in immediate termination, for default, of the offender's contract.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** Alaska Time on **JUNE 9, 2020**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive, offerors must meet these minimum prior experience requirements:

- **At least five years prior experience leading spill response projects within the state of Alaska.**

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and rejected.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least three days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: **JIM MANCO** – PHONE **907-428-7224** – EMAIL MvaDasProcurement@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one signed original and three hard copies of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Military and Veteran's Affairs
Division of Administrative Services
Attention: Procurement
Request for Proposal (RFP) Number: **200000083**

RFP Title: **Emergency Spill Response Services for the Alaska Army National Guard**

If using U.S. mail, please use the following address:

PO Box 5800
Joint Base Elmendorf-Richardson, Alaska 99505

If using a delivery service, please use the following address:

49000 Army Guard Rd. Suite B105B
Joint Base Elmendorf-Richardson, Alaska 99505

If submitting a proposal electronically, the technical proposal and cost proposal must be saved as separate PDF documents and clearly labeled, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The attachment must contain the RFP number in the name.

If an offeror intends to submit a proposal electronically, it is recommended that they notify the Procurement Office via email at MvaDasProcurement@alaska.gov prior to the proposal close date and time but not later than Noon **Alaska Time on June 8, 2020**. The Procurement Officer will send instructions to the offeror for uploading electronic documents through the State's secure document transfer site.

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Please note document transmission are not instantaneous. If you are electronically submitting your proposal, the state recommends sending it ahead of time to ensure the documents are delivered by the deadline set for the receipt of proposals.

*****The Procurement Office uses the time and date shown on the received email in the State's Inbox to determine date and time for receipt of proposals/bids that have been submitted electronically*****

It is the offeror's responsibility to contact the issuing agency at **907-428-7224** to confirm the proposal has been received. The state is not responsible for unreadable, corrupt, late or missing attachments.

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that they comply with the following:

- [a] the laws of the State of Alaska;
- [b] the applicable portion of the Federal Civil Rights Act of 1964;
- [c] the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- [d] the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- [e] all terms and conditions set out in this RFP;
- [f] a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- [g] that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] of this paragraph, the State reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

(c) VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

(d) ALASKA INTEGRATED RESOURCE INFORMATION SYSTEM (IRIS) REGISTRATION

To be considered for contract award, your firm must create a vendor account in the State's IRIS system <http://doa.alaska.gov/dof/iris/>

(e) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed

from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the offeror.

(f) FEDERAL REQUIREMENTS

This RFP is being solicited using federal program funding. By signature on the proposal, the offeror agrees to comply with the compliance requirements applicable to the Federal program, including the audit requirements of OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations, if awarded a contract.

Further, the U.S. Department of Labor requires all state agencies expending federal funds to have a certification filed in the proposal, by the offeror, stating they have not been debarred or suspended from doing business with the federal government. **The Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction (see section 8 attachments) must be completed and submitted with your quote.** A proposal from a debarred or suspended offeror shall be rejected.

Additionally, the Department of Military and Veterans' Affairs, Facility Management Office has revised Section 00103 2013 Supplemental for Federally Funded Projects used in solicitations and contract awards using federal funding. The acknowledgement and acceptance of the applicable laws must be completed and submitted with your proposal.

A contract under this solicitation may involve access to, or performance of work on, a Federal military installation. In the interest of safety and security of the installation, the State of Alaska, Department of Military and Veterans' Affairs, asks that Contractors, subcontractors, and their employees complete Anti-Terrorism Level I training prior to beginning any work on a contract resulting from this solicitation. The online based training is free and can be accessed at <https://jko.jten.mil/courses/at1/launch.html>. Failure of a Contractor, subcontractor, or their employees to complete this training will not impact evaluation or award of a contract resulting from this solicitation.

Finally, **offerors must be registered in the federal System for Award Management (SAM) at the time an offer is submitted.** Registration is free and can be done at <https://www.sam.gov/SAM/>. Failure to be registered with SAM before submitting a proposal in response to this RFP will result in a non-responsive determination and the proposal will not be opened or accepted for evaluation. Guidance can be found in **attachment 5**.

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.10 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice website.

SEC. 1.12 RFP SCHEDULE

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

- Issue RFP **MAY 18, 2020**
- Pre-proposal teleconference on **MAY 26, 2020,**
- Deadline for Receipt of Proposals **JUNE 9, 2020,**
- Proposal Evaluation Committee complete evaluation by **JUNE 22, 2020,**
- State of Alaska issues Notice of Intent to Award a Contract **JUNE 23, 2020,**
- State of Alaska issues Master Agreement contract **JULY 6, 2020**
- Master Agreement starts **JULY 6, 2020**

This RFP does not, by itself, obligate the state. The state's obligation will commence when the master agreement contract is approved by the Commissioner of the Department of Military and Veterans' Affairs, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.13 NON-MANDATORY PRE-PROPOSAL TELECONFERENCE

A non-mandatory pre-proposal teleconference will be held at **10:00AM**, Alaska Time, on **TUESDAY, MAY 26, 2020** via call-in conferencing. The call-in information will be made available to those offerors who register with the Procurement Office. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.15 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the project director.

2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

Regulations in the Alaska Administrative Code Title 18, Chapter 75 (18 AAC 75) governing Oil and Other Hazardous Substances Pollution Control establish requirements for a Responsible Party to contain, control, and clean up a discharge or release and dispose of the contaminated material. Services procured under the contract resulting from this RFP shall be conducted in accordance with technical requirements within 18 AAC 75.

A Master Agreement allows DMVA to quickly access the services of contractors with particular specialties in spill response in the event of a release or threatened release, enabling rapid response to an emergency or emergent event. DMVA's intent in implementing a Master Agreement is to acquire emergency response capability in the event that a spill of oil or hazardous substances is beyond AKARNG's response capabilities.

3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The subsections within the Scope of Services include typical Project services or tasks that need to be provided or performed. These descriptions are not inclusive of every service or task that may be needed during a response. This approach is necessary given the difficulty of anticipating all variables and circumstances surrounding such events. Future project solicitations will likely be for the locations listed in Attachments 3 and 4, however, AKARNG missions and training take place state-wide and spills may occur at locations not previously identified.

Each Project Delivery Order with an attached Task Order will include a scope of work that details the services required for that particular Project, and will include all or a portion of any of the subsections below, and other services needed that fall within this general scope of work.

DMVA retains the right to issue a Delivery Order to the Contractor to validate their readiness to respond; this may include tabletop and deployment drill exercises, equipment and technology tests, training, and demonstration Projects. This type of work compels the Contractors to be mission-ready and able to deploy response measures quickly during emergency situations. Contractors may be required to mobilize, transport, or operate response vessels or equipment owned or retained for a response or drill. If the contractor fails to respond as outlined in the issued Delivery Order and attached Task Order, the vendor will work with the Project manager to correct unsatisfactory performance and identify corrective actions within the time set by the Project Manager. If the contractor fails to demonstrate readiness to respond in a second readiness exercises, DMVA reserves the right to terminate this contract.

3.1 GENERAL RESPONSE SERVICES AND TASKS

Contractors will provide each of the following services necessary for any given spill, release, natural disaster, or similar type of response event.

3.1.1 MOBILIZATION AND DEPLOYMENT

Contractors shall be prepared to initiate full mobilization of response resources and personnel within one hour of receipt of an executed Deliver Order. For the purposes of this RFP, "full mobilization" refers to the completion of the Contractor's call-out plan for key personnel and the initiation of transportation (physical movement) of specified resources to the impacted site. In emergency situations, Contractors shall be mission-ready and prepared to quickly deploy response resources to mitigate imminent threat to the life, safety, and wellness of Alaskan people and property.

3.1.2 RESPONSE TO RELEASES OR THREATENED RELEASES OF OIL AND HAZARDOUS SUBSTANCES

Contractors will be required to respond to emergency and non-emergency oil spills and substance releases, as well as threatened oil spills and substance releases. Spills and releases may include those resulting from AKARNG operations, natural disasters, as well as those occurring at AKARNG facilities state-wide. Substances may include products refined from crude oil, hazardous substances and materials, unknown and uncharacterized substances, contaminated debris, contaminated soil, and related waste materials. Spills can range from minor spills of less than 100 gallons, to catastrophic discharges of more than 30,000 gallons. Spills can occur on land, water, shorelines, ice, snow, wetland, tundra, broken ice, or subsurface lands within Alaska. Contractors shall prevent, contain, control, clean up, remove, and dispose of spills of petroleum products and other substances as described within this RFP. Contractors shall operate and be ready to provide response services year-round. Contractors shall be knowledgeable of the unique elements of

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Alaska's climate, terrain, geographical characteristics, and other elements of its diverse natural resources and land.

Response activities include the following tasks, without limitation:

- 3.1.2.1 Sample for product identification, unknown liquids and solids, organic and inorganic vapors, gases, particulates, combustible gases, and oxygen deficient atmospheres;
- 3.1.2.2 Evaluate and document the facts and circumstances of the incident or event;
- 3.1.2.3 Identify spill source or potential source;
- 3.1.2.4 Act to control the source of the spill;
- 3.1.2.5 Prevent, mitigate, contain, and clean up spilled substances. This may include plugging, damming, building dikes, trenching, booming, skimming, decanting, spill tracking, lightering product, pumping, dewatering, scuttling, stabilizing, shoring, salvaging, or other appropriate actions;
- 3.1.2.6 Sample to demonstrate contamination levels in soil, water, and other media as needed;
- 3.1.2.7 Assess orphaned drums or abandoned wastes;
- 3.1.2.8 Respond to heating oil and other types of oil spills from above- or below-ground tanks;
- 3.1.2.9 Respond to spills of hazardous substances;
- 3.1.2.10 Respond to truck roll-overs. This may include removal of fuel and hazardous cargo from saddle tanks and trailers, and onsite containment and cleanup of spilled fuel and substances; and,
- 3.1.2.11 Respond to grounded or sunken vessels. This may include underwater damage plugging and patching, or welding; plugging fuel tank vents; raising vessels; performing shoreline cleanup; and possibly cleanup on water.

3.1.3 STORAGE AND DISPOSAL

Contractors will be responsible for developing a waste management and disposal plan for cleanup and disposal of recovered liquids, soil, and wastes generated by the response operations. Contractors will be required to provide fixed or portable temporary storage such as barges, tanks, or bladders until permanent disposal can be arranged. The use of separators, decanters, snow melters, and other systems that allow recycling of waste and debris should be considered and will be provided by the Contractor. In addition to cleanup, Contractors will be responsible for the proper segregation, labeling, transportation/shipping, and treatment or disposal of all recovered and contaminated materials associated with an incident.

3.1.4 INVENTORY

Contractors will be required to maintain an inventory of spill and release response equipment and supplies. Dependent upon the nature of the services necessary for any given Project, Contractors will be required to have access to a broad range of mechanical recovery equipment including, without limitation, containment boom, skimmers, pumps, hoses, vacuums, sorbents, snare boom, pads, sweep, pillows, and sorbent granules. Basic hand tools, bags, boots, cold weather and rain gear may also be necessary.

3.1.5 RESOURCES

Contractors will be required to provide management, manpower, contingency planning, and logistical support for field operations and Incident Management Team actions. Contractors shall have sufficient infrastructure to utilize outside resources as needed to supplement its own resources. Contractors shall designate a Project Director and provide sufficient support staff, facilities, and administrative services to ensure the successful completion of each Project. Contractors shall have communications capability adequate to provide command and control of their operational resources and function under the Incident Command System.

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Contractors will provide on-site supervision of all work and designate a competent Site Supervisor (see also section regarding Personnel, Experience, and Qualifications). The Contractor's Site Supervisor must have authority to act on behalf of the Contractor, including the ability to order or remove equipment, supplies, and personnel to and from the job site.

The Site Supervisor shall complete and submit daily time sheets, receipts, and/or work sheets to the DMVA Project Manager to support invoiced costs and cost recovery efforts.

Contractors shall supply their own transportation, billeting, communications, and logistical support for each Project. Prolonged responses in remote areas may require berthing, messing, housing, and sanitary facilities. Depending on availability, AKARNG facilities may be used as lodging for Contractors, if coordinated in advance with and approved by AKARNG and DMVA. Many outlying facilities lack utilities (electricity, water, etc...) and Contractors should be prepared for limited amenities should they be allowed to stay in AKARNG facilities.

Contractors may be required to provide transportation and billeting for Department monitoring staff at remote spill locations as well. Costs for these provisions are billable in accordance with Contract Pricing and Compensation.

3.1.6 SECURITY

Contractors shall provide for the security of its materials, equipment, supplies, and all other items for which it has ownership or responsibility. DMVA is not responsible for any Contractor property in any form at any time. In the event Contractors believe that security services are required as part of the response efforts specific to a Project, those costs and services will be delineated within its response to the Project solicitation or upon written notification to the DMVA if they are found to be necessary after Project work begins. If the DMVA concurs that the security expenses are reasonable and necessary, those services may be billable upon DMVA approval.

3.1.7 SAFETY

Contractors are responsible for knowing and abiding by all safety rules and protocols as applicable. Contractors shall ensure proper safety procedures are followed while providing response services, making safety the highest priority. Contractors shall maintain sufficient inventories and provide all necessary Personal Protective Equipment (PPE).

Contractors shall develop a Site Safety Plan for each Project, and submit the plan to the DMVA Project Manager for review and approval. Contractors shall implement and comply with the provisions of Site Safety Plan, and such plans as may be developed by the Unified Command for incidents where a Unified Command and Incident Management Team have been activated. Additional safety conditions may be levied by the DMVA Project Manager as Project work necessitates.

The DMVA Project Manager or designee retains the authority to stop all on-site Contractor operations in the event worker safety is or may be compromised, within their sole discretion and based upon reasonable judgement. Operations may resume once DMVA has determined conditions are safe and all concerns have been addressed to DMVA's satisfaction. Contractors shall immediately report unusual occurrences and all injuries to the DMVA Project Manager. Reporting shall occur within one hour of the occurrence or injury and will be made via phone or email. A Contractor is solely responsible for the safety, in entirety, of its personnel, equipment, subcontractors, facilities, and operations.

3.1.8 SAFETY TRAINING

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During the course of response activities, Contractors may be sampling for unknown liquids/solids, organic and inorganic vapors, gases, particulates, combustible gases, or oxygen-deficient atmospheres. Contractor and subcontractor employees working on Projects shall be provided specific safety briefings on a daily basis before each shift change and prior to commencement of work.

Safety training requirements for responses to releases or threatened releases of oil and substances are indicated in 29 CFR 1910.120, 1910.1028, 8 AAC 61.010 and 8 AAC 61.015. The DMVA Project Manager or their designee retain the right to audit and monitor training sessions conducted by the Contractor.

Records of required safety training shall be maintained by the Contractor for all Contractor response personnel and be available for review by DMVA upon request. The safety training documentation shall, at a minimum, record the name of attendee, date of the training, and training course title; protective clothing and respirator fit test results; and any personally assigned PPE, including model numbers. Contractors shall provide and document mandatory employee training prior to any activities where an employee will or may be exposed to toxic and/or hazardous substances. These requirements apply to both Contractor employees and subcontractors and their employees.

3.1.9 DEMOBILIZATION AND DELIVERABLES

The Contractor shall be responsible for demobilizing all response resources and personnel from the site.

Deliverables will be defined within each Project solicitation and the resulting contract.

Project needs will dictate the number and types of deliverables to be provided; and could include numerous copies in various formats, bound or unbound hard copies, and electronic documents/files transmitted via e-mail, CD, or DVD. Examples of deliverables include but are not limited to:

- A Project work plan and schedule approved by the DMVA Project Manager;
- A Site Safety Plan that shall comply with OSHA regulations 29 CFR 1910, as well as other applicable State and Federal regulations; and,
- Draft and final project reports documenting work performed. Final reports must be comprehensive and include photographs, field notes, and receipts for waste disposal.

In addition to the above, DMVA may require the submission of original field books, chain of custody records, photographs, videotapes, magnetic data records, other items or documentation, samples, and other items of recovered physical evidence.

3.2 STAFFING, EXPERIENCE, AND QUALIFICATIONS

Upon contract award, the Contractor shall submit to DMVA a list of all personnel that will be assigned to fill each position noted herein and within the Offeror's proposal. The submission shall include the person's name, position/title, date of hire, experience and education that comply with the minimum qualification indicated below, and credentials or licensure as applicable. The submission shall also include each individual's resume. DMVA reserves the right to approve each person assigned to the contract for the entire duration of the contract. DMVA reserves the right to audit successful Offerors at any point in time for the duration of the Term Contract to ensure that the minimum staffing requirement for the project and management team is met.

At a minimum, the following is a list of positions that the Contractor agrees to maintain as part of its project and management team for the duration of the Term Contract:

3.2.1 PROJECT DIRECTOR OR SITE SUPERVISOR

This position requires a science degree in an environmental field such as environmental science, geology, biology, or similar environmental field of study, as well as five years of experience in environmental project management, performing work in Alaska substantially similar to applicable services identified in the Scope of Work.

3.2.2 CHEMICAL/HAZARDOUS MATERIALS SPECIALIST

This position requires five years of experience overseeing Department of Transportation (DOT) and Occupational Safety and Health Administration (OSHA) regulatory compliance and risk control efforts. This experience must include chemical and hazardous materials handling, storage, segregation, marking, labeling, shipper paper preparation, multi-modal transportation, spill prevention, countermeasures, and cleanup.

3.2.3 HAZARDOUS WASTE SPECIALIST

This position requires five years of experience with EPA Hazardous Waste regulatory compliance; managing spill response equipment and crews; and making logistical arrangements for personnel, equipment, and containerized wastes.

3.2.4 HAZARDOUS WASTE TECHNICIAN

This position requires three years of experience in responding to hazardous waste events. This experience must include performing various remediation and cleanup tasks including, without limitation, sampling contaminated soil or water, and operating powered equipment and other spill cleanup machinery and apparatus.

3.2.5 FIELD SCIENTIST

This position requires at least two years of experience performing on-site work such as: field screening; using electronic and manually operated sampling equipment and packaged field screening test kits; obtaining physical grab and composite samples of contaminated soil, water, and media; preparation of samples and delivery to off-site laboratories; and distinguishing areas of contamination from non-contaminated areas. Field Scientists must have a four-year degree in Chemistry or a related science program.

****A contractor's employee assigned to the project management team may be permitted to fill up to two of the above roles, provided they meet the minimum qualifications as outlined on pg. 13 section 3.2 above.****

4. CONTRACT TERM AND WORK SCHEDULE

The initial Master Agreement (MA) contract period of performance for contracts resulting from this RFP will be three consecutive years from the date of award with one, two-year renewal option to be exercised at the sole discretion of the State and under the same terms and conditions as the original MA.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension of the MA 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) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least thirty (30) days before

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the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a MA contract amendment.

Work performed under a Delivery Order issued under a Master Agreement contract resulting from this RFP, will be performed in accordance with industry standards and the Contractor shall provide for all supervision, materials, equipment, labor and supplies as required. Unless specifically authorized in the Delivery Order (DO) for a specific project, the State WILL NOT provide labor, insurance, tools, equipment, technology or communications equipment (cell phones, computers, etc.), winter clothing, safety clothing or equipment, or any other services, supplies, paper, printer, equipment, or items necessary for completion of projects under any contract or order placed under a contract resulting from this RFP. This includes, when required, clothing, cleats and equipment suitable for service in arctic winter conditions. The Contractor will be responsible for providing their staff with suitable clothing and equipment to perform contracted services during the contracted period, including, when necessary, clothing and equipment suitable for service in arctic winter conditions.

The selected contractor must have the ability to communicate and mobilize with FMO-ENV within twenty-four (24) hours upon receipt of a fully executed Delivery Order, 7 days a week, 365 days a year. When possible, FMO-ENV will attempt to notify the contractor of a pending project with available information on the location and other specifications. However, the contractor must not actually deploy staff or incur any costs until a written Delivery Order has been received from the State of Alaska, Department of Military and Veteran's Affairs and finalized by the Division of Administrative Services Procurement Office or an authorized State designee. The State will not be responsible for any costs incurred by a contractor acting without a written Delivery Order signed by an authorized DMVA representative.

SEC. 4.01 DELIVERABLES

See 3.1.9 pg. 13

SEC. 4.02 CONTRACT TYPE

This solicitation will result in a three-year Master Agreement with the possibility of an additional two-year renewal option to be executed at the sole discretion of the state.

SEC. 4.03 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

SEC. 4.04 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a **5%** discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 4.05 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Military and Veterans' Affairs or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 4.06 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through the end of the firm term.

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December 2023); and each (January through June OR July through December 2023 six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

SEC. 4.07 MANDATORY REPORTING

N/A

SEC. 4.08 LOCATION OF WORK

Statewide.

The state **WILL NOT** provide workspace or living quarters for the contractor.

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

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

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 proposal as non-responsive, or cancel the contract.

SEC. 4.09 THIRD-PARTY SERVICE PROVIDERS

N/A

SEC. 4.10 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall not be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 4.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 4.12 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 4.13 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

SEC. 4.14 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 4.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 4.16 LIQUIDATED DAMAGES

N/A

SEC. 4.17 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

The contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Military and Veterans' Affairs or the Commissioner's designee.

SEC. 4.18 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 provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

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Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

ALL DETAILS REGARDING SPILL INCIDENTS AND RESPONSES ARE TO BE HELD AS CONFIDENTIAL DURING THE PERFORMANCES OF SERVICES UNDER THIS CONTRACT AND INDEFINITELY, UNLESS WRITTEN PERMISSION IS GRANTED FROM THE DMVA FMO PROJECT MANAGER

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.

SEC. 4.19 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.

SEC. 4.20 INSURANCE REQUIREMENTS

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

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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 claim.

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 claim.

Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

SEC. 4.21 TERMINATION FOR DEFAULT

If the project director or procurement determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

5. PROPOSAL FORMAT AND CONTENT

SEC. 5.01 PROPOSAL FORMAT AND CONTENT

These instructions describe the format to be used when submitting a proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of the submitted Proposals. The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

Proposals shall follow the numerical order of this RFP from beginning to end. Proposal sections and subsections shall be identified with corresponding numbers and headings used in this RFP. Offerors shall provide a response for each RFP section and subsection. Proposals shall include a corresponding table of contents. All proposal pages shall be typed, single spaced, and sequentially numbered. DMVA may reject any proposal that does not meet this format.

Evaluation Criteria to be used by the Proposal Evaluation Committee are listed in Section 5. Offerors are highly encouraged to review the criteria and ensure that their proposal responses include all relevant and necessary information for a complete evaluation.

The State reserves the right to seek clarification on any response to an RFP section or subsection.

SEC. 5.02 INTRODUCTION

Proposals must include all information specified in Section 1.08. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 5.03 GENERAL RESPONSE SERVICES AND TASKS

Offerors must provide comprehensive narrative statements that illustrate the firm's experience in providing general response services and tasks as described in Section 3. Include a thorough description of the firm's experience, procedures, and resources relevant to each of the subheadings within this subsection.

- **Mobilization and deployment:** Offerors must describe their call-out plan for key personnel and the initiation of transportation (physical movement) of resources to the impacted site.
- **Response to releases or threatened releases of oil and hazardous substances:** Offerors must provide comprehensive narrative statements that illustrate the firm's experience within the past five years in providing emergency spill response services in Alaska as described in the bulleted list within Section 3.1.2. Offerors must include the following information: location of response, amount and type of product spilled, contaminated media and waste streams handled, type of response (e.g., land, water, tundra, shoreline, wetland, etc...), scale of response activities, response strategies employed, and final ADEC determination of site. Include what portions of those projects were completed through a subcontractor, if any; and describe other applicable response projects that demonstrate the firm's experience in this field. DMVA requires Offerors have at least five years of verifiable experience with substantially similar spill response projects and services as those described within subsection 3.1.2. If the Offeror has a methodology and approach they employ for responding to spills and releases in Alaska, they should identify that information in their response to this subsection.
- **Storage and disposal:** Offerors must describe their experience developing waste management and disposal plans for cleanup and disposal of recovered liquids, soil, and wastes generated by response operations. Include experience deploying and working with fixed or portable temporary storage

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equipment, and waste and debris recycling equipment. The firm's inventory of such equipment may be detailed in the response to the Inventory subsection.

- **Inventory:** Time is of the essence in response situations, necessitating adequate access to inventory of response-related equipment and facilities. Offerors shall describe and demonstrate adequate access to inventory of response equipment and facilities in order to provide the services described herein. Identify in your proposal the location of each facility, and using the Attachment in SEC 8, Equipment Report or similar form, include a list of equipment with fully burdened rates, and its location available to be used around the State that is valued over \$1000, including self-powered and tow-behind equipment.
- **Resources:** Offerors must demonstrate sufficient infrastructure to utilize outside resources as needed to supplement its own resources. Offerors must describe the firm's ability to perform multiple projects and deploy necessary response personnel and equipment quickly and effectively.
- **Security:** Offerors must describe methods they typically employ during a response for security of their materials, equipment, supplies, and all other items for which it has ownership or responsibility.
- **Safety/Safety Training:** Safety is the highest priority during a response. Offerors shall detail their safety policies and procedures for personnel working on a response. Offerors should describe any standard-issued Personal Protective Equipment (PPE) for their personnel, as well as the firm's inventory of PPE. Any relevant safety training may be described here, if generally applicable for all the firm's employees. Specific safety training may be detailed to the responses for below Section 4.04 regarding individual staff members.
- **Demobilization and Deliverables:** Describe the firm's experience demobilizing response resources and personnel from spill sites, including logistical considerations and any standard methodology or approach the offeror has developed for managing such tasks.

SEC. 5.04 STAFFING, EXPERIENCE AND QUALIFICATIONS

Offerors must provide a narrative description of the organization of the project team that would be used. Offerors must demonstrate in their proposal how each staff member who will be assigned to the roles described in Section 3 will meet the minimum requirements listed herein, and identify any other positions/personnel that the firm may use for completion of tasks. Offerors must provide resumes (limited to two pages in length) and the following information about each person listed:

- Position Name and Title (i.e., Engineer – Project Supervisor/Investigator)
- Duties
- Minimum Qualifications (experience, education, and credentials or licensure)
- Duty Station/Physical day-to-day Location
- Essential Skills and Abilities
- Relevant spill response experience and training, including safety training

Offerors must provide three reference names and contact information for similar projects the offeror's firm has completed.

SEC. 5.05 COST PROPOSAL

The Offeror shall submit a Cost Proposal, it shall include all costs at a Fully Burdened Rate.

SEC. 5.06 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

6. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **100**

SEC. 6.01 GENERAL RESPONSE SERVICES AND TASKS (40%)

Proposals will be evaluated against the questions set out below:

- 1) Does the firm have a logical and comprehensive mobilization and deployment plan?
- 2) To what extent has the firm had relevant general response service experience in Alaska, and how diverse is their experience? Elements of diversity include: response complexity, location, scale, type of response (land, water, tundra, shoreline, wetland, etc...).
- 3) How extensive is the offeror's experience in waste management and disposal for spill response activities?
- 4) To what extent does the offeror already have the response equipment necessary to perform the work for this contract? For comparison, see Section 8 for Standard Equipment List.
- 5) Has the offeror demonstrated sufficient infrastructure to utilize outside resources as needed to supplement its own resources, and ability to perform multiple projects?
- 6) Does the offeror detail logical and comprehensive security and safety policies and procedures implemented by their firm?
- 7) To what extent has the offeror had experience demobilizing response resources and personnel from a spill site?
- 8) Does the offeror provide any additional relevant or beneficial client services beyond the listed tasks within this subsection of the RFP?

SEC. 6.02 STAFFING, EXPERIENCE AND QUALIFICATIONS (20%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Are resumes included and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- b) How extensive is the applicable education and experience of the personnel designated as part of the project team?
- c) Do staff possess any additional relevant or beneficial skills, abilities, certifications, etc... beyond the minimum requirements outlined in the subsection?

2) Questions regarding the firm and subcontractor (if used):

- a) Has the firm provided three references for relevant spill response experience in Alaska?

SEC. 6.03 CONTRACT COST (40 %)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 6.15.

SEC. 6.04 ALASKA OFFEROR PREFERENCE

Due to Federal funds involved, all preferences have been removed.

7. GENERAL PROCESS INFORMATION

SEC. 7.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

SEC. 7.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

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

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 7.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 7.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 7.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

SEC. 7.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 7.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held by teleconference.

If the contract negotiations take place in **JBER**, Alaska, the offeror will be responsible for their travel and per diem expenses.

SEC. 7.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

SEC. 7.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

SEC. 7.10 PROTEST

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

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

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

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

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 7.11 APPLICATION OF PREFERENCES

Because federal funds will be used in the procurement of services under a contract resulting from this RFP, the State of Alaska Offeror, Bidder, Veteran, and other preferences will not apply.

SEC. 7.12 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

SEC. 7.13 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

List all proposal prices.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 40 points.

Offeror #2 receives 37.4 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = \mathbf{37.4}$$

Offeror #3 receives 33.7 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = \mathbf{33.7}$$

8. GENERAL LEGAL INFORMATION

SEC. 8.01 STANDARD CONTRACT PROVISIONS

Standard Contract Form for Goods and Non-Professional Services. This form is attached in **SECTION 8. ATTACHMENTS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

1. Identify the provision the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

SEC. 8.02 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 8.03 PROPOSAL AS PART OF THE CONTRACT

Part of all of this RFP and the successful proposal may be incorporated into the contract.

SEC. 8.04 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 8.05 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror 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: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 8.06 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 8.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

SEC. 8.08 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

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

SEC. 8.09 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 8.10 DISPUTES

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

SEC. 8.11 SEVERABILITY

If any provision of the contract is found to be invalid or 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.

SEC. 8.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

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

SEC. 8.13 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

SEC. 8.14 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

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- a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
- b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

9. ATTACHMENTS

SEC. 9.01 ATTACHMENTS

Attachments:

- 1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
- 2) Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013
- 3) Alaska Army National Guard Facility List – Alphabetical
- 4) Alaska Army National Guard Facility List – Regional
- 5) Equipment Report
- 6) Cost Proposal
- 7) Standard Equipment List
- 8) Standard Agreement Form

Attachment #1

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

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

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

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

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

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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.

HELPFUL INFORMATION FOR REGISTRATION IN SAM:

SYSTEM FOR AWARD MANAGEMENT (URL: <https://www.sam.gov/SAM/pages/public/index.jsf>)

Federal regulations require Vendors to be registered in the System for Award Management (SAM) in order to receive awards and payments on federal contracts. (FAR 52.204-7). SAM is a composite procurement system that replaces several government legacy systems, including the Central Contractor Registry (CCR), and serves as a common source of vendor data for government agencies. Registration in SAM is free, and extensive help files are available on the site to assist you with the registration process. SAM registration provides your company the added benefit of being visible to federal, state, and local agencies, as well as other contractors, searching for the products and services your company has to offer.

SAM is maintained by the General Services Administration, but personalized assistance with registration and other government procurement related matters is available through the nationwide network of Procurement Technical Assistance Centers or “PTACs.” To find the PTAC office nearest you, visit the national PTAC website at: <http://www.ptac-us.org>. You can also find a listing of PTAC offices by state on the Defense Logistics Agency small business website at the following URL: <http://www.dla.mil/SmallBusiness/Pages/ptap.aspx>.

In Alaska, contact the Alaska Procurement Technical Assistance Center via their website at <http://www.ptacalaska.org>, by calling (907) 274-7232 in Anchorage, or via their statewide toll free number at 1-(800) 478-7232. Alaska PTAC staff will assist you with your SAM registration and can answer any other questions you have regarding federal, state, or local procurement opportunities and requirements.

1) Vendors registered in SAM:

Please provide your business name, Data Universal Numbering System (DUNS®) number, Tax ID, and DoD issued CAGE code to enable us to pull your information for our records.

2) Vendors **not** registered in SAM:

You will first need to obtain a DUNS® number from Dun & Bradstreet (DnB) before registering. A DUNS® number is required for SAM registration and is free for Vendors pursuing federal contracts. You can apply for a DUNS® number online through the DnB website at <http://www.dnb.com>; or by using the webform located at <https://fedgov.dnb.com/webform>.

Issuance and activation of a DUNS® number is usually completed within 24 hours. If you need assistance with obtaining a DUNS® number, please contact your local PTAC office.

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

Attachment #2

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);

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- 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.

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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:

A. 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.

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

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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.

C. 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

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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.fsr.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

EMERGENCY SPILL RESPONSE SERVICES FOR THE ALASKA ARMY NATIONAL GUARD

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

**Contractor Business
Entity Name**

Signature – Authorized Representative

Date

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

EMERGENCY SPILL RESPONSE SERVICES FOR THE ALASKA ARMY NATIONAL GUARD

Attachment #3

Alaska Army National Guard Facility List - Alphabetical

Facility Name	Facility Address	Latitude	Longitude
Akiachak Readiness Center	See Lat/Long	60.90927	-161.43264
Akiak Readiness Center	See Lat/Long	60.91213	-161.2175
Alcantra Readiness Center	3410 East Bogard Road, Wasilla, AK, 99654	61.60303	-149.36523
Ambler Readiness Center	See Lat/Long	67.08773	-157.85765
Atmautluak Readiness Center	See Lat/Long	60.86289	-162.2738
Bethel AAOF	3571 Airport Road, Bethel, AK, 99559	60.77567	-161.8461
Bethel Readiness Center	3570 Tower Road, Bethel, AK, 99559	60.77641	-161.8489
Brevig Mission Readiness Center	See Lat/Long	65.33262	-166.49412
Bryant Army Airfield	Randall Road, JBER, AK, 99505	61.26343	-149.66798
Camp Carroll	Davis Highway, JBER, AK, 99505	61.27244	-149.67457
Camp Denali	Army Guard Road, JBER, AK, 99505	61.27231	-149.64128
Chefornak Readiness Center	See Lat/Long	60.15892	-164.273
Chevak Readiness Center	See Lat/Long	61.52691	-165.58977
Eek Readiness Center	See Lat/Long	60.2186	-162.029
Elim Readiness Center	See Lat/Long	64.61811	-162.26017
Emmonak Readiness Center	Delta Street, Emmonak, AK, 99581	62.77726	-164.52992
Fairbanks Readiness Center	202 Wien Street, Fairbanks, AK, 99701	64.84173	-147.75408
Gambell Readiness Center	See Lat/Long	63.77835	-171.73015
Goodnews Bay Readiness Center	See Lat/Long	59.11851	-161.58385
Holy Cross Readiness Center	See Lat/Long	62.20216	-159.7721

EMERGENCY SPILL RESPONSE SERVICES FOR THE ALASKA ARMY NATIONAL GUARD

Hooper Bay Readiness Center	See Lat/Long	61.53191	-166.09888
Juneau AAOF	8425 Livingston Way, Juneau, AK, 99801	58.35772	-134.56858
Juneau Readiness Center	12300 Mendenhall Loop Road, Juneau, AK, 99801	58.39056	-134.64607
Kaltag Readiness Center	See Lat/Long	64.32904	-158.72665
Kasigluk Readiness Center	See Lat/Long	60.89407	-162.51957
Kenai Readiness Center	105 South Forest Drive, Kenai, AK, 99611	60.55909	-151.27656
Ketchikan Readiness Center	645 Jackson Street, Ketchikan, AK, 99901	55.35374	-131.68125
Kipnuk Readiness Center	See Lat/Long	59.9341	-164.03832
Kivalina Readiness Center	See Lat/Long	67.7273	-164.53676
Klawock Readiness Center	See Lat/Long	55.57996	-133.0687
Kodiak Readiness Center	125 Powell Avenue, Kodiak, AK, 99615	57.79465	-152.39278
Kongiganak Readiness Center	See Lat/Long	59.95974	-162.8861
Kotlik Readiness Center	See Lat/Long	63.0328	-163.55651
Kotzebue AAOF	Air Force Road, Kotzebue, AK, 99752	66.8822	-162.60726
Kotzebue Armory	605 Third Avenue, Kotzebue, AK, 99752	66.90122	-162.58151
Koyuk Readiness Center	See Lat/Long	64.93131	-161.15861
Koyukuk Readiness Center	See Lat/Long	64.87932	-157.70569
Kwethluk Readiness Center	See Lat/Long	60.81088	-161.43532
Kwigillingok Readiness Center	See Lat/Long	59.8642	-163.14041
Little Diomedea Readiness Center (land)	See Lat/Long	65.758109	-168.95163
Manokotak Readiness Center	See Lat/Long	58.98465	-159.05263
Mekoryuk Readiness Center	See Lat/Long	60.38778	-166.18745

EMERGENCY SPILL RESPONSE SERVICES FOR THE ALASKA ARMY NATIONAL GUARD

Newtok Readiness Center	See Lat/Long	60.94069	-164.63362
Noatak Readiness Center	See Lat/Long	67.57032	-162.96786
Nome AAOF	Prospect Street, Nome, AK, 99762	64.5163	-165.42593
Nome Readiness Center	433 East Front Street, Nome, AK, 99762	64.49657	-165.39941
Nunapitchuk Readiness Center	See Lat/Long	60.89451	-162.45957
Point Barrow Armory	See Lat/Long	71.2912	-156.78188
Quinhagak Readiness Center	See Lat/Long	59.7533	-161.89506
Saint Mary's Readiness Center	See Lat/Long	62.05006	-163.18432
Savoonga Readiness Center	See Lat/Long	63.69538	-170.48277
Scammon Bay Readiness Center	See Lat/Long	61.84158	-165.58143
Selawik Readiness Center	See Lat/Long	66.6022	-160.00345
Shungnak Readiness Center	See Lat/Long	66.88769	-157.1385
Sitka Readiness Center	1508 Sawmill Creek Road, Sitka, AK, 99835	57.04648	-135.30041
St. Michael Readiness Center	See Lat/Long	63.4783	-162.04137
Stebbins Readiness Center	See Lat/Long	63.52431	-162.29112
Teller Readiness Center	See Lat/Long	65.26425	-166.36348
Togiak Readiness Center	See Lat/Long	59.05135	-160.39502
Toksook Bay Readiness Center	See Lat/Long	60.53114	-165.11024
Tuluksak Readiness Center	See Lat/Long	61.10034	-160.95784
Tununak Readiness Center	See Lat/Long	60.58569	-165.25558
Unalakleet Readiness Center	See Lat/Long	63.87909	-160.79673
Valdez Readiness Center	1 Salcha Way, Valdez, AK, 99686	61.12778	-146.24769
Wainwright Readiness Center	See Lat/Long	70.63925	-160.03055

EMERGENCY SPILL RESPONSE SERVICES FOR THE ALASKA ARMY NATIONAL GUARD

Attachment #4

Alaska Army National Guard Facility List – Regional

Region	Facility Name	Facility Address	Latitude	Longitude
Cook Inlet/Kodiak	Alcantra Readiness Center	3410 East Bogard Road, Wasilla, AK, 99654	61.60303	-149.36523
Cook Inlet/Kodiak	Bryant Army Airfield	Randall Road, JBER, AK, 99505	61.26343	-149.66798
Cook Inlet/Kodiak	Camp Carroll	Davis Highway, JBER, AK, 99505	61.27244	-149.67457
Cook Inlet/Kodiak	Camp Denali	Army Guard Road, JBER, AK, 99505	61.27231	-149.64128
Cook Inlet/Kodiak	Kenai Readiness Center	105 South Forest Drive, Kenai, AK, 99611	60.55909	-151.27656
Cook Inlet/Kodiak	Kodiak Readiness Center	125 Powell Avenue, Kodiak, AK, 99615	57.79465	-152.39278
Interior	Fairbanks Readiness Center	202 Wien Street, Fairbanks, AK, 99701	64.84173	-147.75408
North/Northwest	Ambler Readiness Center	See Lat/Long	67.08773	-157.85765
North/Northwest	Brevig Mission Readiness Center	See Lat/Long	65.33262	-166.49412
North/Northwest	Elim Readiness Center	See Lat/Long	64.61811	-162.26017
North/Northwest	Gambell Readiness Center	See Lat/Long	63.77835	-171.73015
North/Northwest	Kaltag Readiness Center	See Lat/Long	64.32904	-158.72665
North/Northwest	Kivalina Readiness Center	See Lat/Long	67.7273	-164.53676
North/Northwest	Kotzebue AAOF	Air Force Road, Kotzebue, AK, 99752	66.8822	-162.60726

EMERGENCY SPILL RESPONSE SERVICES FOR THE ALASKA ARMY NATIONAL GUARD

North/Northwest	Kotzebue Armory	605 Third Avenue, Kotzebue, AK, 99752	66.90122	-162.58151
North/Northwest	Koyuk Readiness Center	See Lat/Long	64.93131	-161.15861
North/Northwest	Koyukuk Readiness Center	See Lat/Long	64.87932	-157.70569
North/Northwest	Little Diomedea Readiness Center (land)	See Lat/Long	65.75811	-168.95163
North/Northwest	Noatak Readiness Center	See Lat/Long	67.57032	-162.96786
North/Northwest	Nome AAOF	Prospect Street, Nome, AK, 99762	64.5163	-165.42593
North/Northwest	Nome Readiness Center	433 East Front Street, Nome, AK, 99762	64.49657	-165.39941
North/Northwest	Point Barrow Armory	See Lat/Long	71.2912	-156.78188
North/Northwest	Savoonga Readiness Center	See Lat/Long	63.69538	-170.48277
North/Northwest	Selawik Readiness Center	See Lat/Long	66.6022	-160.00345
North/Northwest	Shungnak Readiness Center	See Lat/Long	66.88769	-157.1385
North/Northwest	St. Michael Readiness Center	See Lat/Long	63.4783	-162.04137
North/Northwest	Stebbins Readiness Center	See Lat/Long	63.52431	-162.29112
North/Northwest	Teller Readiness Center	See Lat/Long	65.26425	-166.36348
North/Northwest	Unalakleet Readiness Center	See Lat/Long	63.87909	-160.79673
North/Northwest	Wainwright Readiness Center	See Lat/Long	70.63925	-160.03055
Prince William Sound	Valdez Readiness Center	1 Salcha Way, Valdez, AK, 99686	61.12778	-146.24769
Southeast	Juneau AAOF	8425 Livingston Way, Juneau, AK, 99801	58.35772	-134.56858

EMERGENCY SPILL RESPONSE SERVICES FOR THE ALASKA ARMY NATIONAL GUARD

Southeast	Juneau Readiness Center	12300 Mendenhall Loop Road, Juneau, AK, 99801	58.39056	-134.64607
Southeast	Ketchikan Readiness Center	645 Jackson Street, Ketchikan, AK, 99901	55.35374	-131.68125
Southeast	Klawock Readiness Center	See Lat/Long	55.57996	-133.0687
Southeast	Sitka Readiness Center	1508 Sawmill Creek Road, Sitka, AK, 99835	57.04648	-135.30041
West	Akiachak Readiness Center	See Lat/Long	60.90927	-161.43264
West	Akiak Readiness Center	See Lat/Long	60.91213	-161.2175
West	Atmautluak Readiness Center	See Lat/Long	60.86289	-162.2738
West	Bethel AAOF	3571 Airport Road, Bethel, AK, 99559	60.77567	-161.8461
West	Bethel Readiness Center	3570 Tower Road, Bethel, AK, 99559	60.77641	-161.8489
West	Chefornak Readiness Center	See Lat/Long	60.15892	-164.273
West	Chevak Readiness Center	See Lat/Long	61.52691	-165.58977
West	Eek Readiness Center	See Lat/Long	60.2186	-162.029
West	Emmonak Readiness Center	Delta Street, Emmonak, AK, 99581	62.77726	-164.52992
West	Goodnews Bay Readiness Center	See Lat/Long	59.11851	-161.58385
West	Holy Cross Readiness Center	See Lat/Long	62.20216	-159.7721
West	Hooper Bay Readiness Center	See Lat/Long	61.53191	-166.09888
West	Kasigluk Readiness Center	See Lat/Long	60.89407	-162.51957

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West	Kipnuk Readiness Center	See Lat/Long	59.9341	-164.03832
West	Kongiganak Readiness Center	See Lat/Long	59.95974	-162.8861
West	Kotlik Readiness Center	See Lat/Long	63.0328	-163.55651
West	Kwethluk Readiness Center	See Lat/Long	60.81088	-161.43532
West	Kwigillingok Readiness Center	See Lat/Long	59.8642	-163.14041
West	Manokotak Readiness Center	See Lat/Long	58.98465	-159.05263
West	Mekoryuk Readiness Center	See Lat/Long	60.38778	-166.18745
West	Newtok Readiness Center	See Lat/Long	60.94069	-164.63362
West	Nunapitchuk Readiness Center	See Lat/Long	60.89451	-162.45957
West	Quinhagak Readiness Center	See Lat/Long	59.7533	-161.89506
West	Saint Mary's Readiness Center	See Lat/Long	62.05006	-163.18432
West	Scammon Bay Readiness Center	See Lat/Long	61.84158	-165.58143
West	Togiak Readiness Center	See Lat/Long	59.05135	-160.39502
West	Toksook Bay Readiness Center	See Lat/Long	60.53114	-165.11024
West	Tuluksak Readiness Center	See Lat/Long	61.10034	-160.95784
West	Tununak Readiness Center	See Lat/Long	60.58569	-165.25558

EMERGENCY SPILL RESPONSE SERVICES FOR THE ALASKA ARMY NATIONAL GUARD

Attachment # 5

EQUIPMENT REPORT

Note: This form is for example purposes only. Offerors may submit their own forms if they contain the information requested below. A clear description of equipment (size, type, model, etc...) should be provided.

Equipment	Location	Hourly Rate	Weekly Rate	Monthly Rate	Billing Rate

EMERGENCY SPILL RESPONSE SERVICES FOR THE ALASKA ARMY NATIONAL GUARD

Attachment # 6

COST PROPOSAL RFP 200000083

This form must be submitted by the Offeror as its Cost Proposal. To complete this form, note the Fully Burdened hourly billable rate for each position noted below and identified within subsection Staffing, Experience, and Qualifications. The Total Hourly Billable Rate will be the cost evaluation criteria in accordance with subsection Evaluation of Proposals. The Cost Proposal must be submitted in accordance with the requirements herein, and may not be altered or modified in any manner except to populate the information requested.

Business Name: _____ IRIS Vendor # _____

Name of Representative: _____ DUNS # _____

Signature of Representative: _____ Date: _____

Phone Number: _____ Email: _____

Position	Hourly Billable Rate
Project Director (Site Supervisor)	\$ _____
Chemical/Hazardous Material Specialist	\$ _____
Hazardous Waste Specialist	\$ _____
Hazardous Waste Technician	\$ _____
Field Scientist	\$ _____
Total Hourly Billable Rate:	\$ _____

EMERGENCY SPILL RESPONSE SERVICES FOR THE ALASKA ARMY NATIONAL GUARD

Attachment # 7

STANDARD EQUIPMENT LIST		
Equipment	Unit of Measurement	Quantity
CONTAINMENT		
Harbor boom	feet	500
Shoreseal boom	feet	250
Portable berms (8' x 4')	each	5
RECOVERY/STORAGE		
Temporary storage capacity (Fastanks, bladders, totes)	gallons	5000
Brush skimmer	each	1
Rope mop skimmer	each	1
Drum skimmer	each	1
Pumps (varying types: centrifugal, diaphragm, peristaltic, trash pump, etc...)	each	6
Suction and discharge hose sections	feet	150
Sorbent pads (15" x 15")	bale of 100	20
Sorbent sweep (16" x 150')	roll	10
Sorbent boom (8" x 10')	bale of 4	10
Sorbent granules (50 lb bags)	bag	10
WASTE MANAGEMENT		
Oil-water separators/water scrubber/granulated activated carbon filtration system	each	2
Decontamination kit (for equipment)	each	1
Decontamination kit (for personnel)	each	1
SmartAsh burner	each	1
SuperSacks (1 cubic yard)	each	15
Oily waste bags	box of 100	5
PERSONAL PROTECTIVE EQUIPMENT (PPE) KITS		

EMERGENCY SPILL RESPONSE SERVICES FOR THE ALASKA ARMY NATIONAL GUARD

PPE kit with 7 days worth of gear for one responder (Tyvek suits, goggles, safety glasses, hard hat, work gloves, disposable nitrile liner and outer gloves, ear plugs, overboots, etc...)	each	6
Rain gear for one responder (rain boots, waders/hip boots, jackets, gloves, hats, etc...)	each	6
Cold weather gear for one responder (parka, boots, gloves, hats, balaclava, HotHands heaters, etc...)	each	6
SAFETY/COMMUNICATIONS		
Air monitoring equipment kits	each	2
Handheld and mobile radios/communications equipment	each	6
Satellite phone	each	1
SUPPORT EQUIPMENT		
Portable shelters	each	2
Generators	each	2
Air compressor	each	1
Portable heaters	each	2
High-pressure washer	each	1
Photoionization detector	each	1
Light plant	each	1
Shovels	each	5
Rakes	each	3
Digital cameras	each	2

EMERGENCY SPILL RESPONSE SERVICES FOR THE ALASKA ARMY NATIONAL GUARD

Attachment # 8

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division		hereafter the State, and
9. Contractor hereafter the contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Service: 2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the services to be performed by the contractor. ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____. ARTICLE 4. Considerations: 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D. 4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
12. CONTRACTOR			
Name of Firm		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.82D. Other disciplinary action may be taken up to and including dismissal.	
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	
Department/Division	Date	Date	
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	

END