

STATE OF ALASKA REQUEST FOR PROPOSALS



PORTS AND WATERWAYS AMBIENT WATER QUALITY SAMPLING RFP 18-425-22

ISSUED FEBRUARY 18, 2022

WATER QUALITY SAMPLING, ANALYSIS, AND REPORTING
ON SELECT WATERBODIES FOR THE PORTS AND WATERWAYS PROJECT

ISSUED BY:

DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF WATER

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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.

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	4
SEC. 1.01 PURPOSE OF THE RFP	4
SEC. 1.02 BUDGET	4
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.04 PRIOR EXPERIENCE	4
SEC. 1.05 REQUIRED REVIEW	4
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS.....	4
SEC. 1.07 RETURN INSTRUCTIONS.....	5
SEC. 1.08 PROPOSAL CONTENTS.....	5
SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY	6
SEC. 1.10 AMENDMENTS TO PROPOSALS	6
SEC. 1.11 AMENDMENTS TO THE RFP	6
SEC. 1.12 RFP SCHEDULE.....	6
SEC. 1.13 PRE-PROPOSAL CONFERENCE	7
SEC. 1.14 ALTERNATE PROPOSALS	7
SEC. 1.15 NEWS RELEASES.....	7
SECTION 2. BACKGROUND INFORMATION.....	8
SEC. 2.01 BACKGROUND INFORMATION	8
SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION.....	9
SEC. 3.01 SCOPE OF WORK	9
SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE.....	11
SEC. 3.03 DELIVERABLES	12
SEC. 3.04 CONTRACT TYPE	13
SEC. 3.05 PROPOSED PAYMENT PROCEDURES	13
SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES	13
SEC. 3.07 CONTRACT PAYMENT.....	13
SEC. 3.08 MANDATORY REPORTING	13
SEC. 3.09 LOCATION OF WORK.....	13
SEC. 3.10 SUBCONTRACTORS	14
SEC. 3.11 JOINT VENTURES.....	14
SEC. 3.12 RIGHT TO INSPECT PLACE OF BUSINESS.....	15
SEC. 3.13 CONTRACT PERSONNEL	15
SEC. 3.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	15
SEC. 3.15 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS.....	15
SEC. 3.16 NONDISCLOSURE AND CONFIDENTIALITY	15
SEC. 3.17 INDEMNIFICATION	16
SEC. 3.18 INSURANCE REQUIREMENTS	16
SEC. 3.19 TERMINATION FOR DEFAULT	17
SECTION 4. PROPOSAL FORMAT AND CONTENT	18
SEC. 4.01 PROPOSAL FORMAT AND CONTENT	18
SEC. 4.02 INTRODUCTION (SUBMITTAL FORM A)	18
SEC. 4.03 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)	18
SEC. 4.04 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)	18
SEC. 4.05 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)	18
SEC. 4.06 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)	19

SEC. 4.07	COST PROPOSAL (SUBMITTAL FORM G)	19
SEC. 4.08	EVALUATION CRITERIA	19
SECTION 5.	EVALUATION CRITERIA AND CONTRACTOR SELECTION	20
SEC. 5.01	EXPERIENCE AND QUALIFICATIONS (10%)	20
SEC. 5.02	UNDERSTANDING OF THE PROJECT (15%)	20
SEC. 5.03	METHODOLOGY USED FOR THE PROJECT (15%)	20
SEC. 5.04	MANAGEMENT PLAN FOR THE PROJECT (10%)	21
SEC. 5.05	CONTRACT COST (40%)	21
SEC. 5.06	ALASKA OFFEROR PREFERENCE (10%)	21
SECTION 6.	GENERAL PROCESS INFORMATION	22
SEC. 6.01	INFORMAL DEBRIEFING	22
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	22
SEC. 6.03	SITE INSPECTION	22
SEC. 6.04	CLARIFICATION OF OFFERS	23
SEC. 6.05	DISCUSSIONS WITH OFFERORS	23
SEC. 6.06	EVALUATION OF PROPOSALS	23
SEC. 6.07	CONTRACT NEGOTIATION	23
SEC. 6.08	FAILURE TO NEGOTIATE	24
SEC. 6.09	OFFEROR NOTIFICATION OF SELECTION	24
SEC. 6.10	PROTEST	24
SEC. 6.11	APPLICATION OF PREFERENCES	25
SEC. 6.12	ALASKA BIDDER PREFERENCE	25
SEC. 6.13	ALASKA VETERAN PREFERENCE	26
SEC. 6.14	ALASKA OFFEROR PREFERENCE	26
SEC. 6.15	FORMULA USED TO CONVERT COST TO POINTS	27
SEC. 6.16	EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES	27
SECTION 7.	GENERAL LEGAL INFORMATION	29
SEC. 7.01	STANDARD CONTRACT PROVISIONS	29
SEC. 7.02	QUALIFIED OFFERORS	29
SEC. 7.03	PROPOSAL AS PART OF THE CONTRACT	29
SEC. 7.04	ADDITIONAL TERMS AND CONDITIONS	29
SEC. 7.05	HUMAN TRAFFICKING	29
SEC. 7.06	RIGHT OF REJECTION	30
SEC. 7.07	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	30
SEC. 7.08	DISCLOSURE OF PROPOSAL CONTENTS	30
SEC. 7.09	ASSIGNMENTS	31
SEC. 7.10	DISPUTES	31
SEC. 7.11	SEVERABILITY	31
SEC. 7.12	SUPPLEMENTAL TERMS AND CONDITIONS	31
SEC. 7.13	SOLICITATION ADVERTISING	31
SEC. 7.14	FEDERALLY IMPOSED TARIFFS	31
SECTION 8.	ATTACHMENTS	33
SEC. 8.01	ATTACHMENTS	33

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Environmental Conservation, Division of Water, is soliciting proposals for water quality sampling, analysis, and reporting on select waterbodies for the Ports and Waterways Project.

SEC. 1.02 BUDGET

Department of Environmental Conservation, Division of Water, estimates a budget of between \$400,000.00 and \$750,000.00 per year for this project. Proposals priced at more than \$800,000.00 per year will be considered non-responsive.

Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 3:00 PM prevailing Alaska Time on March 11, 2022. 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:

- Minimum of 5 years' leading large scale environmental sampling efforts;
- Minimum of 5 years' experience collecting water quality samples; and
- Minimum of 5 years' experience analyzing and reporting on water quality results.

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 ten 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. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: Lisa Trombi – EMAIL decdasprocurement@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Please submit all proposals via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to decidasprocurement@alaska.gov as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror’s responsibility to contact the issuing agency at decidasprocurement@alaska.gov to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, 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) 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.

(e) FEDERAL REQUIREMENTS

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

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 on **February 18, 2022**

(Minimum 21-days circulation period between issue and deadline for receipt of proposals dates and requires posting on the State of Alaska Online Public notice web site)

- Requests for invites to pre-proposal conference due **February 23, 2022, 3:00 PM AKST**
- Pre-proposal conference on **February 24, 2022, 2:00 PM AKST**
- Deadline for Receipt of Proposals **March 11, 2022, 3:00 PM AKST**
- Proposal Evaluation Committee complete evaluation **approximately the week of March 14, 2022**
- State of Alaska issues Notice of Intent to Award a Contract **approximately the week of March 14, 2022**

(Minimum period between issuing Notice of Intent and issuing contract is 10 days - to allow time for protests)

- State of Alaska issues contract **approximately the week of March 28, 2022**
- Contract start **approximately April 1, 2022**

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Environmental Conservation, 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 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held at 2:00 PM, Alaska Time, on Thursday, February 24, 2022, via Microsoft Teams. The purpose of this conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Parties that have questions are encouraged to submit them in writing via e-mail to decdasprocurement@alaska.gov at least 24-hours prior to the pre-proposal conference. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting via a written addendum to this solicitation.

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

Please email decdasprocurement@alaska.gov to request your email be included in the Microsoft Teams meeting invite or to request accommodations. Email invite requests must be received no later than February 22, 2022, at 2:00 PM to ensure your invite is sent prior to the conference.

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 manager.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

Since 2015, DEC has monitored select ports and waterways for a suite of parameters including dissolved oxygen, pH, temp, salinity, bacteria (fecal and enterococci), ammonia, copper (total and dissolved), nickel (total and dissolved), and zinc (total and dissolved).

DEC is interested in continuing this work to understand ambient conditions of waterways used by large and small vessels.

DEC previously contracted this work to include a sampling plan, create a quality assurance project plan, conduct sampling, complete analysis, and complete reporting. DEC is expanding this effort to include completion of a quality assurance process and providing the final data in a prescribed format.

Sampling locations are located throughout marine waters of Alaska and include multiple locations in 19 ports and 30 sampling locations in Prince William Sound and southeast waterways for a total of 150 individual sampling locations. A list of sites previously sampled will be used as the starting point for site selection during this contract. DEC plans on repeating sampling at all 2021 sites during the summer of 2022, sites may be shifted in consecutive years but will not total more than 150 sites per year. During the final calendar year (January-June 2026) of the contract no sampling will occur, instead the contractor will develop a comprehensive report.

Number of Sites Sampled in 2021

Waterbody Area	# of sampling locations
Anchorage Port	6
Auke Bay Port	2
Dutch Harbor	3
Haines Port	6
Homer Port	6
Hoonah Port	8
Iliuliuk Bay	3
Juneau Port	11
Ketchikan Port	9
Kodiak Port	6
Nome Port	6
Petersburg Port	6
Seward Port	6
Sitka Port	10
Skagway Port	7
Valdez Port	6
Ward Cove Port	6
Whittier Port	6
Wrangell Port	6
Waterways (southeast and Prince William Sound)	30

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Environmental Conservation, Division of Water, is soliciting proposals for water quality sampling, analysis, and reporting on select waterbodies for the Ports and Waterways Project. The goal of this project is to provide reliable ambient water quality information on marine areas where there is a concentration of marine transportation activity.

The contractor shall complete the following tasks:

- Work cooperatively with the Department.
- Prepare all work products in a font and format that is consistent with the approved QAPP/SAP and other associated documents (as applicable).
- Provide all work products electronically.
- Provide work products free of typographical and grammatical errors.
- Except when specifically allowed otherwise, submit work products in a MS Office or other approved format, without password protection.
- Use the department's templates and applicable work instructions where appropriate to prepare the deliverables identified in Tasks 1 and 2.
- Provide a detailed monthly report, no later than 5 business days after the end of each month, of all work completed. The monthly report should address the following work status parameters: Project Name, Contract No., Task ID No., Contract Award Amount, Remaining Budget, and Percent Complete (by Task ID).

TASK 1: PLANNING

Sample Analysis Plan (SAP) and Quality Assurance Project Plan (QAPP): The contractor must prepare a draft QAPP and SAP for DEC review and approval. The contractor must use the Department's Generic Tier 2 QAPP template located at http://dec.alaska.gov/water/wgapp/Documents/Generic_Tier_2_WQ_QAPP_Rev1.doc to develop a Site-Specific QAPP / SAP for sampling marine water at ports and southeast waterways.

- The QAPP / SAP must include the detection limits for all analytes to be analyzed. Within the Department's Generic QAPP template analytes of interest fall into three groups depending on station and depth.
- Each station will be sampled at the 1-meter depth for fecal and enterococci bacteria five times within a 30-day period annually.
 - Fecal samples will be analyzed using EPA method 9222 D.
 - Enterococci samples will be analyzed using Enterolert.
- Each station will be sampled at least once annually at the 1, 2, 3, and 4 meter depths for in-situ measurements of temperature, pH, dissolved oxygen, and salinity using a multimeter sonde approved of by DEC.
- Each station will be sampled at least once annually for laboratory analysis of copper, nickel, zinc, and ammonia.
 - Copper, nickel, and zinc samples must be analyzed for dissolved levels using EPA method 200.8 following a reductive precipitation reaction.
 - Ammonia as N samples will be analyzed using EPA method 350.1

- Provide DEC with an annual proposed sampling calendar within 2-weeks of the commencement of sampling activities.
- Coordinate sampling activities to allow for DEC field participation if requested by DEC.

TASK 2: SAMPLING

Conduct Field Sampling: The contractor must conduct field sampling according to the SAP/QAPP. Communicate any discrepancies with DEC and adjust or document changes according to recommendations from the DEC Quality Assurance Officer and/or DEC Project Manager.

- Adhere to any relevant laws, regulations, guidance, and specific port clearance procedures – Aspects of the specific port clearance procedures may apply during sampling. The contractor and their employees, sub-contractor(s) and their employees, or observer(s) of any sampling event shall adhere to all applicable aspects of a specific port clearance procedures that may apply at all times.
- Adherence to QAPP – During sampling events, it is important that all individuals follow the requirements and guidelines established in the QAPP. The contractor and their employees, or sub-contractor(s) and their employees shall adhere to all applicable aspects of the QAPP for water sampling.
- Field Log Documentation – It is important that individuals fully document information for the sampling events in the Field Log this includes equipment calibration and validation, field sampling notes, unusual occurrences, etc.
- Deliverable - The contractor and their employees or sub-contractor(s) and their employees shall provide full documentation of the sampling events in the Field Log.
- Review field and laboratory data - During sampling, and as results are received, contractor shall review field and laboratory data. Contact DEC with any concerns or irregularities.
- Coordination – DEC may elect to participate in sampling activities or conduct field audits. These joint sampling events will provide an opportunity to conduct community outreach, training, or to gain experience.

TASK 3: RESULTS

Participate in DEC's Quality Assurance review and documenting process. Contractor will work with DEC's Project Manager and QA officer to review raw and processed data.

- Deliverable - Working with DEC Project Manager, contractor shall complete a Data Evaluation Checklist (see Attachment 1: WQ Data Review Checklist). This process is completed jointly by DEC Project Manager and contractor.
- Field Logs Retained – After the completion of any and all sampling events, the contractor will provide Field Logs to the project manager for review.
 - Deliverable – The contractor shall submit copies of Field Logs (developed under Task 2) to the project manager, or a designated division representative, upon the conclusion of sampling no later than 30 business days following the conclusion of sampling and complete documentation. The contractor must coordinate with the project manager for submission at a later time if reasonable. Electronic submission of documents is preferred.
 - Deliverable – Prior to completion of the contract, the contractor shall provide to the project manager all original Field Collection Logs.

- Raw results from any laboratory or sub-contractor retained – After the completion of sampling, the program requests all raw results and lab reports from any laboratory analysis of water samples for review as specified in the QAPP.
 - Upon the conclusion of sampling, the contractor shall retain original results from all laboratory analysis of water samples.
 - Deliverable – The contractor shall submit copies of all laboratory analysis and reports of water samples to the department upon the conclusion of analysis, and no later than 10 business days following receipt of the laboratory analysis.
 - Deliverable – Prior to completion of the contract, the contractor shall provide the project manager all original results of laboratory analysis of water samples in EDD II format.
- Data Exports - No later than 90 days of successfully completing sampling, the contractor shall prepare all data in a DEC provided Alaska Water Quality Management System (AWQMS) compatible format.
 - The contractor will work with the program to correct any data entry errors or omissions.
 - Deliverable - Annually, the contractor shall provide the project manager a completed and error-free filled in AWQMS template in MS excel with all field measurements, laboratory results, location information, and other data collected.

TASK 4: REPORTING

Summary Report – Annually by March 1 the contractor shall prepare a summary report covering various aspects of the contract for publication.

- The program does not have any specific information to provide for format but suggests using a field report template similar to previous DEC reports (see Attachment 2: Field Report Template). The report shall be comprehensive and concise. The report will include graphics and tables as needed based on DEC direction to concisely convey the project information, sampling results, and relationship with state water quality standards. The report will include GIS locations, maps, and graphics to visually illustrate sampling locations.
- The program expects the report to be single sided and in 12-point font. The contractor shall coordinate with the project manager, at a time after the contract is issued, with any questions or concerns.
- The contractor shall submit to the project manager a completed draft summary report of the project no later than 30 days following successful completion of all other tasks.
- The project manager will provide edits and comments to the contractor.
- The contractor shall incorporate the edits and provide a final summary report.

Comprehensive Report - During the final contract year (CY26) no sample collection will occur. The contractor will complete a comprehensive report compiling data from previous samples collected, with data collected during this contract, and others to compare / contrast water quality data within regional areas and against WQS. This report should be informed by sampling work and research by other state, federal, and local parties potentially occurring during the scope of this contract.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately April 1, 2022, until June 30, 2023, with three one-year optional renewals.

The approximate contract schedule is as follows:

- First contractor work period will start on the date of contract award, approximately **April 1, 2022**
- Task 1.0 Planning - Due 60-days from contract award, approximately **June 1, 2022**
- Task 2.0 Sampling - Due 60 days after field season has ended, approximately **November 30**
- Task 3.0 Results - Due by **January 1** of each contract year
- Task 4.1 Reporting - Due by **March 1** of each contract year
- Task 4.2 Comprehensive Report Draft - Due by **May 15, 2026**
- Task 4.3 Comprehensive Report Final due by **June 15, 2026**

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables according to timelines detailed in **SECTION 3.01 SCOPE OF WORK** and **SECTION 3.02 CONTRACT TERM and WORK SCHEDULE**:

Task 1. Planning

- Submit a draft Sampling Analysis Plan and QAPP for department approval
- Due 60 days from contract award

Task 2. Sampling

- Conduct sampling while adhering to all plans
- Submission of all Field Logs either electronically or written
- All sampling deliverables are due annually, 60 days after field season has ended

Task 3. Results

- Submit records to the project manager according to the approved QAPP / Sampling Analysis Plan (SAP)
- Data Evaluation Form
- Field Logs
- Raw Data Reports - field instrument downloads and laboratory results received
- Data export in approved format
- Due by January 1 of each contract year

Task 4. Reporting

- Submit annual summary report
 - Final due by March 1 of each contract year
- Comprehensive report
 - Draft due by May 15, 2026
 - Final due by June 30, 2026

SEC. 3.04 CONTRACT TYPE

This contract is a Firm Fixed Price contract.

SEC. 3.05 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 manager.

SEC. 3.06 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. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Environmental Conservation 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. 3.08 MANDATORY REPORTING

The contractor must provide a quarterly usage report to the procurement officer in an electronic format (Excel). The report must contain at least the following information: purchasing entity, description of items and/or services purchased, date of purchase, contract price, retail price, extended contract and retail price, and savings.

These reports are due 30 days after the end of each quarter. The contractor's failure to provide these reports as required may result in contract default action.

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

Any quarter with zero sales must be reported as zero sales. This may be done via email to the procurement officer.

SEC. 3.09 LOCATION OF WORK

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. 3.10 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.

Subcontracted laboratories are required to be NELAC certified and shall be required to submit analytical data directly (electronic data deliverables and lab reports) to DEC at DEC's discretion.

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in **SECTION 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. 3.11 JOINT VENTURES

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

SEC. 3.12 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. 3.13 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 manager or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.14 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 manager. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project manager 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. 3.15 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 Environmental Conservation or the Commissioner's designee.

SEC. 3.16 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).

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. 3.17 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. 3.18 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. 3.19 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.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 8 ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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.

SEC. 4.02 INTRODUCTION (SUBMITTAL FORM A)

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. 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. 4.03 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- resume,
- location(s) where work will be performed,
- itemize the total cost and the number of estimated hours for each individual named above.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.

SEC. 4.04 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

SEC. 4.05 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

SEC. 4.06 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

SEC. 4.07 COST PROPOSAL (SUBMITTAL FORM G)

Offerors must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

SEC. 4.08 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.

Overall Criteria		Weight
Responsiveness		Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	100
Understanding of the Project	(Submittal Form C)	150
Methodology Used for the Project	(Submittal Form D)	150
Management Plan for the Project	(Submittal Form E)	100
Total		500

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **1000**

SEC. 5.01 EXPERIENCE AND QUALIFICATIONS (10%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

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

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.02 UNDERSTANDING OF THE PROJECT (15%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.03 METHODOLOGY USED FOR THE PROJECT (15%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

SEC. 5.04 MANAGEMENT PLAN FOR THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

SEC. 5.05 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. 5.06 ALASKA OFFEROR PREFERENCE (10%)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror. See example detailed in **SECTION 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES**.

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 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. 6.02 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. 6.03 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. 6.04 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. 6.05 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. 6.06 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. 6.07 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.

SEC. 6.08 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. 6.09 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. 6.10 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; and
- 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. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the **Department of Administration, Division of Shared Service's** web site:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

Sec. 6.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;

- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.13 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.14 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

SEC. 6.15 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. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

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.

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

Offeror #3 receives 33.7 points.

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

(b) ALASKA OFFEROR PREFERENCE

STEP 1

Determine the number of points available to qualifying offerors under this preference.

$$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska Offeror preference} = 10 \text{ Points for the preference}$$

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offeror Preference	10 points
Offeror #3	80 points	Alaska Offeror Preference	10 points

STEP 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

STEP 4

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsive and responsible.

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). 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 in Appendix A 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. 7.02 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. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 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. 7.05 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. 7.06 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 counteroffer 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. 7.07 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. 7.08 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.,* article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these

things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 7.09 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. 7.10 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. 7.11 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. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SECTION 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. 7.13 SOLICITATION ADVERTISING

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

SEC. 7.14 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:
 - 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.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) WQ Data Review Checklist (six pages);
- 2) Field Report Template Oct 2021 (two pages);
- 3) Submittal Forms A-F (twelve pages);
- 4) Cost Proposal Form G (two pages); and
- 5) Sample Standard Agreement Form - Appendix A (three pages).

Project Information

Project Name:	Click or tap here to enter text.
Waterbody Name(s):	Click or tap here to enter text.
Assessment Unit ID(s):	Click or tap here to enter text.
DEC Project Manager:	Click or tap here to enter text.
Data Conducting Organization:	Click or tap here to enter text.
Data Collection Dates:	Click or tap here to enter text.

Data Review Summary

Review Step		Responsible person	Name	Date Completed
Pre-Database	Raw data review during field season	Project Manager	Click or tap here to enter text.	Click or tap to enter a date.
	Complete project and raw data review post field season	Project Manager	Click or tap here to enter text.	Click or tap to enter a date.
Database Prep	Import configuration file review	Project Manager	Click or tap here to enter text.	Click or tap to enter a date.
Database Import	Provisional AWQMS and data export review	Project Manager	Click or tap here to enter text.	Click or tap to enter a date.
	Corrected AWQMS and data export review*	Secondary Reviewer	Click or tap here to enter text.	Click or tap to enter a date.
	QA Review	QA Officer	Click or tap here to enter text.	Click or tap to enter a date.
	Final review	Data Management Lead	Click or tap here to enter text.	Click or tap to enter a date.

*repeat review process until neither the project manager nor secondary reviewer finds any errors, then submit for QA and DML final review and project status change to final.

Data Review Checklist

Pre-Database		
<p>During the field season, review raw data files (EDDs, instrument records) as they are received. Document changes and corrections to methods as needed.</p> <p>Once all data is received, review for overall project success and conduct a detailed evaluation of field notes, in-situ field, and analytical results. Filter and sort raw data files to answer the following questions for all results. Include notes in this checklist as well as a supporting excel file with calculations and summary tables for all QA calculations. Document all data that fails QA and provide justification for any rejected results.</p>		
Overall Project Success	Yes or No	Notes
Did the project follow the QAPP?	Yes or No	Notes: click or tap here to enter text.
Were there any deviations from the sampling plan?	Yes or No	Notes: click or tap here to enter text
Are site names, dates, and times correct?	Yes or No	Notes: click or tap here to enter text.
Is the dataset complete (did you receive the expected # of results?)	Yes or No	Notes: click or tap here to enter text
Enter completeness goal (from QAPP) and project completeness. Provide calculations and a summary table in supporting excel file.		Enter Completeness Goal (%) Enter Project Completeness (%) Notes: click or tap here to enter text.
Were field duplicates, blanks, and/or other QC samples collected as planned?	Yes or No	Field duplicates: Enter # required and # collected Field blanks: Enter # required and # collected Other: Enter # required and # collected Notes: click or tap here to enter text.
Are the duplicate sample(s) RPD within range described in QAPP? Provide duplicate RPD calculations and a summary table in supporting excel file.	Yes or No	Enter RPD Goal (%) Notes: click or tap here to enter text.
In-situ Field Data and Instruments	Yes or No	Notes
Were there any issues with instrument calibration?	Yes or No	Notes: click or tap here to enter text
Was instrument calibration performed according to the QAPP and instrument recommendations?	Yes or No	Notes: click or tap here to enter text

DEC WQ Data Review Checklist

Were calibration logs or records kept?	Yes or No	Notes: click or tap here to enter text
Was instrument verification during the field season performed according to the QAPP and instrument recommendations?	Yes or No	Notes: click or tap here to enter text
Were verification logs or records kept?	Yes or No	Notes: click or tap here to enter text
Did the instrument perform as expected?	Yes or No	Notes: click or tap here to enter text
Do the instrument data file site IDs, time stamps and file names match?	Yes or No	Notes: click or tap here to enter text
Do the range of results values make sense for the environmental conditions?	Yes or No	Notes: click or tap here to enter text
Is any field data rejected and why?	Yes or No	Notes: click or tap here to enter text
Any additional comments or concerns.		Notes: click or tap here to enter text
Analytical Laboratory Reports and Results	Yes or No	Notes
Do the laboratory reports provide results for all sites and analytes?	Yes or No	Notes: click or tap here to enter text
Were the appropriate analytical methods used?	Yes or No	Notes: click or tap here to enter text
Do the laboratory reports match the COC and requested methods?	Yes or No	Notes: click or tap here to enter text
Are the same methods used throughout the season?	Yes or No	Notes: click or tap here to enter text
Are the number of samples on the laboratory reports the same as on the COC?	Yes or No	Notes: click or tap here to enter text
Is a copy of the COC provided with the laboratory reports?	Yes or No	Notes: click or tap here to enter text
Were preservation, hold time and temperature requirements met?	Yes or No	Notes: click or tap here to enter text
Was all supporting information provided in the laboratory report, such as reporting limits and definitions?	Yes or No	Notes: click or tap here to enter text

DEC WQ Data Review Checklist

Were there any discrepancies, errors, data qualifiers or QC failures?	Yes or No	Notes: click or tap here to enter text
Do the range of results values make sense for the environmental conditions?	Yes or No	Notes: click or tap here to enter text
Is any laboratory data rejected and why?	Yes or No	Notes: click or tap here to enter text
Any additional comments or concerns.	Yes or No	Notes: click or tap here to enter text
Was the QA Officer consulted for any data concerns?	Yes or No	Notes: click or tap here to enter text

Database Prep

Add project to AWQMS database including QAPP and any supplemental data not part of import. Add monitoring locations to AWQMS database and associate monitoring locations with project. Develop import configuration file for Activities and Results. Copy raw data into import file and review for accuracy and completeness. Filter and sort import data file to review and correct any errors. Upload raw data in import file as "Provisional" status into AWQMS. Fix any import errors that arise. Repeat as necessary until all data is uploaded to AWQMS.

Complete	Yes or No	Notes: click or tap here to enter text.

Database

The fields identified for review below are suggestions based on typical projects. Your particular project may include more or fewer fields that need to be reviewed. Please include notes for any additional fields reviewed for your projects.

The following review should be conducted first by the project manager and then repeated by a secondary reviewer. Project manager corrects errors until project manager and secondary reviewer find no more errors. Once reviews are complete and no errors are found, submit to QA Officer for review.

AWQMS Project Detail Page	Check box	Notes
Is the project detail filled out?	<input type="checkbox"/>	Notes: click or tap here to enter text.
Are the correct monitoring locations associated with the project?	<input type="checkbox"/>	Notes: click or tap here to enter text.
Is the total number of results correct for the project?	<input type="checkbox"/>	Notes: click or tap here to enter text.
Are the QAPP and other supporting documents attached?	<input type="checkbox"/>	Notes: click or tap here to enter text.
AWQMS Monitoring Locations		

DEC WQ Data Review Checklist

Create a map: Are the monitoring locations in the correct place?	<input type="checkbox"/>	Notes: click or tap here to enter text.
Are the latitude and longitude filled in correctly in a consistent format?	<input type="checkbox"/>	Notes: click or tap here to enter text.
Is metadata provided: monitoring location name, description, establishment date, state, county, HUC8, HUC12, alternate IDs		
Is all metadata correct?	<input type="checkbox"/>	Notes: click or tap here to enter text.
Standard Export	Use sort and filter to review standard export of data for completeness and correctness.	
Is the organization ID correct?	<input type="checkbox"/>	Notes: click or tap here to enter text.
Are the times zones consistent and correct? (AKDT in summer)	<input type="checkbox"/>	Notes: click or tap here to enter text.
Are all media types included?	<input type="checkbox"/>	Notes: click or tap here to enter text.
Are the Media types appropriate to the Characteristic?	<input type="checkbox"/>	Notes: click or tap here to enter text.
Activities in the Standard Export		
Check Sample Collection, Preparation and Preservation Methods, Thermal Preservative, Equipment ID, Activity Media. Is supporting information included and correct?	<input type="checkbox"/>	Notes: click or tap here to enter text.
Are expected Activity types present and are QC samples correctly identified?	<input type="checkbox"/>	Notes: click or tap here to enter text.
Is metadata provided (as appropriate): sample collection and preparation methods, relative depth (water only), media subdivision, start date & time and project ID	<input type="checkbox"/>	Notes: click or tap here to enter text.
Results in the Standard Export		
Is the number of results for each Characteristic correct?	<input type="checkbox"/>	Notes: click or tap here to enter text.
Do the range of results values make sense for the environmental conditions?	<input type="checkbox"/>	Notes: click or tap here to enter text.
Are units correct and consistent for each Characteristic?	<input type="checkbox"/>	Notes: click or tap here to enter text.
Are detection limits, detection conditions and laboratory or other result qualifiers included for analytical results?	<input type="checkbox"/>	Notes: click or tap here to enter text.

DEC WQ Data Review Checklist

Is metadata provided (as appropriate): value type, method speciation and statistic N value	<input type="checkbox"/>	Notes: click or tap here to enter text.
Other fields reviewed as applicable to your project.	<input type="checkbox"/>	Notes: click or tap here to enter text.
Any additional comments or concerns.	Yes or No	Notes: click or tap here to enter text

Alaska Department of Environmental Conservation
Waterbody Field Report
Waterbody Name, Nearest Town, Alaska



Abstract

1 paragraph

Basic Waterbody Information

Table 1. Basic Waterbody Information

if more than 1 AU sampled, split the AUID re-work the table to show multiple AUIDs.

Assessment Unit ID	
Assessment Unit Name	
Location description	
Water Type	
Area sampled	
Time of year sampled	spring, summer, fall, winter

Water Quality Evaluation

Background

Discuss why study conducted (add objective below). Where is the watershed? Add any other pertinent information to put the study in context. Add footnote(s) references for QAPP, Sample Plan, and other reference documents related to the study (add available from DEC project staff if the document is not posted to our web pages).

Figure 1. add a location map with sample sites noted

Objective

brief statement of study objective

Data Quality Review Summary

Provide a brief summary of project data QA review. This can be as paragraph or simple table. Attach QA checklist as appendix (optional).

Methods

keep this really simple – just a few sentences and/or a table

Results Summary (present and not necessarily analyze)

present a summary of results as simply as possible; do not necessarily need to analyze; can use result range, daily or weekly average, min/max, mean, geomean, etc. Do not need to list every individual result value unless that makes sense for the project.

Table 3. data summary

Sample site	Pollutants	Result

Conclusion

Recommended Next Steps (*optional*)

SUBMITTAL FORM A – Offeror Information

PROJECT INFORMATION

RFP NUMBER: _____
 PROJECT NAME: _____

OFFEROR INFORMATION

Company Name: _____
 Address: _____
 Tax ID: _____
 Alaska Business
 License #: _____

CONTACT INFORMATION

Provide contact information for the individual that can be contacted for clarification regarding this proposal:

Name _____
 Title _____
 Address _____
 Email _____
 Telephone _____

CRITICAL TEAM MEMBERS

Provide the names of all critical team members that will be assigned to this contract. Note: These individuals cannot be removed or replaced from this project, or their positions, unless approved in writing the project director or procurement officer.

Name of Position 1 _____
 Name of Position 2 _____
 Name of Position 3 _____
 Name of Position 4 _____

ADDENDA ACKNOWLEDGEMENT

The offeror acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into their proposal. Failure to identify and sign for all amendments may subject the offeror to disqualification. The offeror must list all amendments (by number), then initial and date to confirm that you have received and incorporated them into your proposal (add more rows as necessary).

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

CERTIFICATIONS

No	Criteria	Response*
1	The offeror is presently engaged in the business of providing the services & work required in this RFP.	True False
2	The offeror confirms that it has the financial strength to perform and maintain the services required under this RFP.	True False
3	The offeror accepts the terms and conditions set out in the RFP and agrees not to restrict the rights of the state.	True False
4	The offeror confirms that they can obtain and maintain all necessary insurance as required on this project.	True False
5	The offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	True False
6	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.	True False
7	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	True False
8	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	True False
9	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964.	True False
10	The offeror can provide (if requested) financial records for the organization for the past three years.	True False
11	The offeror has not had any contracts terminated by the State of Alaska (within the past five years).	True False
12	The offeror certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	True False
13	The offeror certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide services to the state.	True False
14	The offeror certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	True False
15	The offeror does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	True False
16	The offeror is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	True False
17	Offeror certifies they comply with the laws of the State of Alaska.	True False
18	Offeror confirms their proposal will remain valid and open for at least 90 days.	True False

** Failure to answer or answering "False" may be grounds for disqualification. For any "False" responses, provide clarification (up to 250 word maximum for each "False" clarification) below (add rows as necessary).*

Section	Clarification

CONFLICT OF INTEREST STATEMENT

Indicate below whether or not the firm or any individuals that will work on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past 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 services to be provided by the offeror.

Does the offeror, or any individuals that will work on this contract, have a possible conflict of interest?

☐ Yes ☐ No

** Failure to answer may be grounds for disqualification.*

If “Yes”, please provide additional information regarding the nature of that conflict:

FEDERAL REQUIREMENTS

Indicate below all known federal requirements that apply to the proposal, proposal evaluation, or contract:

ALASKA PREFERENCES

If you wish to claim any Alaska Preferences, please complete the Alaska Bidder Preference Certification Form that follows the below signature section.

SIGNATURE

This proposal must be signed by a company officer empowered to bind the company.

Printed Name _____

Title _____

Date _____

Signature _____



ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: [Click or tap here to enter text.](#)

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1.	2.
3.	4.
5.	6.

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

Alaska Bidder Preference Questions:

1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?

☐ YES ☐ NO

If YES, enter your current **Alaska business license number**: [Click or tap here to enter text.](#)

2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?

☐ YES ☐ NO

3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?

☐ YES ☐ NO

If YES, please complete the following information:

A. **Place of Business**

Street Address: [Click or tap here to enter text.](#)

City: [Click or tap here to enter text.](#)

ZIP: [Click or tap here to enter text.](#)

“Place of business” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

☐ **YES** ☐ **NO**

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?

☐ **YES** ☐ **NO**

2) Do you certify that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?

☐ **YES** ☐ **NO**

3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

☐ **YES** ☐ **NO**

4) Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

☐ **YES** ☐ **NO**

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. **Incorporated or qualified to do business under the laws of the state?**

☐ **YES** ☐ **NO**

If **YES**, enter your current **Alaska corporate entity number**: [Click or tap here to enter text.](#)

B. A **sole proprietorship** AND the proprietor is a resident of the state?

☐ **YES** ☐ **NO**

C. A **limited liability company** organized under AS 10.50 **AND** all members are residents of the state?

☐ **YES** ☐ **NO**

Please identify each member by name: [Click or tap here to enter text.](#)

D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of the state?

☐ **YES** ☐ **NO**

Please identify each member by name: [Click or tap here to enter text.](#)

Alaska Veteran Preference Questions:

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

A. A **sole proprietorship** owned by an Alaska veteran?

☐ **YES** ☐ **NO**

B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?

☐ **YES** ☐ **NO**

- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?
☐ YES ☐ NO
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?
☐ YES ☐ NO

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

☐ YES ☐ NO

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

Printed Name _____

Title _____

Date _____

Signature _____

SUBMITTAL FORM B – Experience and Qualifications

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 5.01).

SUBMITTAL FORM C – Understanding of the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 5.02).

SUBMITTAL FORM D – Methodology Used for the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 5.03).

SUBMITTAL FORM E – Management Plan for the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 5.04).

SUBMITTAL FORM F – Subcontractors

Please complete the below form if using subcontractors. During contract negotiation, the state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to performing the services required by the contract. Prior to contract award, the state will also require evidence that a subcontractor possesses a valid Alaska business license if they will be performing work within Alaska.

Subcontractor Function	Subcontractor Name	Address	% of Work Performing

ATTACHMENT 4
Cost Proposal (SUBMITTAL FORM G)

PORT and WATERWAYS AMBIENT WATER QUALITY SAMPLING
RFP 18-425-22

Water quality sampling, analysis, and reporting on select waterbodies for the Ports and Waterways Project for years 2022-2026. Base quote on 149 per season readings as described in SECTION 2.01 BACKGROUND INFORMATION, Number of Sites Samples in 2021 table. In year 2026 no sampling will occur. This year will be used to complete a comprehensive report.

Modifications and any additions to the below form or format will not be allowed. Proposal may be considered non-responsive if any modification or additions made to the form.

Description	Billing Rate per Hour	Hours	Total
Task 1: Planning			US\$
	Billing Rate per Hour	Hours	
Task 2: Sampling			US\$
	Billing Rate per Hour	Hours	
Task 3: Results			US\$
	Billing Rate per Hour	Hours	
Task 4: Reporting			US\$
Sampling and Reporting Initial Term 04/01/22 - 06/30/23		Grand Total	US\$

Description	Billing Rate per Hour	Hours	Total
Task 1: Planning			US\$
	Billing Rate per Hour	Hours	
Task 2: Sampling			US\$
	Billing Rate per Hour	Hours	
Task 3: Results			US\$
	Billing Rate per Hour	Hours	
Task 4: Reporting			US\$
Sampling and Reporting 07/01/23 - 06/30/24 1 st Optional Renewal Period		Grand Total	US\$

ATTACHMENT 4
Cost Proposal (SUBMITTAL FORM G)

PORT and WATERWAYS AMBIENT WATER QUALITY SAMPLING
RFP 18-425-22

Water quality sampling, analysis, and reporting on select waterbodies for the Ports and Waterways Project for years 2022-2026. Base quote on 149 per season readings as described in SECTION 2.01 BACKGROUND INFORMATION, Number of Sites Samples in 2021 table. In year 2026 no sampling will occur. This year will be used to complete a comprehensive report.

Modifications and any additions to the below form or format will not be allowed. Proposal may be considered non-responsive if any modification or additions made to the form.

Description	Billing Rate per Hour	Hours	Total
Task 1: Planning			US\$
	Billing Rate per Hour	Hours	
Task 2: Sampling			US\$
	Billing Rate per Hour	Hours	
Task 3: Results			US\$
	Billing Rate per Hour	Hours	
Task 4: Reporting			US\$
Sampling and Reporting 07/01/24 - 06/30/25 2 nd Optional Renewal Period		Grand Total	US\$

Description	Billing Rate per Hour	Hours	Total
Task 4: Reporting Only			US\$
Reporting Only 07/01/25 - 06/30/26 3 rd Optional Renewal Period		Grand Total	US\$

Name of Offeror's Firm: _____

Printed Name: _____

Signature: _____

Date: _____

Attachment 5) Sample Standard Agreement Form - Appendix A

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number	2. 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 Environmental Conservation		Division of	hereafter the State, and
9. Contractor		hereafter the contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed _____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
12. CONTRACTOR		<p>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-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee Date	
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

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

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, and marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, and marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

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

Article 11. Governing Law; Forum Selection

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant against Contingent Fees.

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

Article 15. Compliance.

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

Article 16. Force Majeure:

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