



## SMALL PROCUREMENT DOCUMENTS

for Construction Related Professional Services - RFP, Proposal & Award per  
AS 36.30.320 and 2 AAC 12.400

### PART A – REQUEST FOR PROPOSALS

NOTE: State Small Procurement Limit is \$200,000; FHWA/FAA/FTA Small Procurement Limit is \$150,000.

#### GENERAL INFORMATION

These documents consist of three parts (Part A - Request for Proposals; Part B - Proposal Form; Part C - Contract Award, Notice to Proceed & Invoice Summary), -- **plus the current edition dated January 2018 of the Standard Provisions Booklet** (DOT&PF Standard Provisions for Small Procurements of Construction Related Professional Services) that is hereby incorporated by reference. The Booklet will not

be distributed with any of the three parts; however, a copy may be obtained on our website at the following link: <http://www.dot.state.ak.us/procurement>. The Booklet contains copies of the Small Procurements Procedure (Chapter 2 of the PSA Manual), Appendix A (General Conditions), Appendix C (Compensation), Exhibit C-1 (Methods of Payment), Appendix D (Indemnification and Insurance), and Appendix E (Certificate of Compliance).

Project Title: SPILL PREVENTION, CONTROL AND COUNTERMEASURE (SPCC) FY22		Contracting Agency:	
Project Number(s): AKMVA22054 <b>RFP No. 09-22-054</b>		State of Alaska Department of Military and Veterans Affairs, FMO P.O. Box 5169 JBER, AK 99505	
Project Site (City, Village, etc.) Quinhagak, Kotzebue, JBER			
Agency Contact: Greg Walker		Phone: 907-428-7693	Email: greg.walker@alaska.gov
Estimated Amount of Proposed Contract:		<input checked="" type="checkbox"/> less than \$50,000 <input type="checkbox"/> \$50,000 to \$100,000 <input type="checkbox"/> \$100,000 to \$150,000 <input type="checkbox"/> \$150,000 to \$200,000	
Funding Source (check all that apply): <input type="checkbox"/> State <input type="checkbox"/> FHWA <input type="checkbox"/> FAA <input type="checkbox"/> FTA <input checked="" type="checkbox"/> Other:			
<b>REQUIRED SERVICES:</b> <input checked="" type="checkbox"/> are described in the enclosure consisting of 14 pages, dated OR: <input type="checkbox"/> are described as follows:			
<b>Note to Proposers:</b> Any proposer listing as a member of their team a current public officer or a former public officer who has left State service within the past two (2) years must submit a sworn statement from that individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in this project. If a proposer fails to submit a required statement, the proposal may be deemed nonresponsive or nonresponsible, and rejected, depending upon the materiality of the individual's proposed position.  If required, submit the attached Former Employee's Certification of Eligibility (Form 25A270). The page limit noted below does not include this form.			
<b>Note:</b> Offerors shall carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the purchasing authority before proposal due date. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based upon any omission, error, or the content of the solicitation will be disallowed if not made in writing before the proposal due date.			
PERIOD OF PERFORMANCE:		Begin: October 1, 2022      End: June 30, 2023	

#### PROPOSAL FORMAT

Written proposals to provide the required services shall consist of the enclosed "Part B - Proposal Form", completed as indicated, plus a **letter not to exceed five (8.5" x 11") pages**. If a Price Estimate

is required, the page limit does not include the Price Estimate. Proposals that exceed the page limit may be disqualified. Proposals may be sent by fax or electronically as indicated on page 2, or hand delivered to the Contracting Agency.

## PRICE AND METHOD OF PAYMENT

☐ **A Price Estimate is NOT required with your proposal.** The selected Offeror shall submit a Price Estimate within **one** business day following a request from the Contracting Agency.

☒ **A Price Estimate is required with your proposal.**

A Price Estimate shall include all tasks to perform the contract and be prepared in the format shown below. Note that a Price Estimate is not a bid. It is a negotiable offer. A Fixed Price contract is desirable; however, a Cost Reimbursement contract may result if a Fixed Price cannot be negotiated.

### PRICE ESTIMATE FORMAT (if required per above)

1. \* Direct Costs of Direct Labor (DCDL). Provide a table with the following columns (Names required only for key staff and persons "in-responsible-charge"):  

Job Classification	Name	Total Hours	Rate (\$/hr) *	Estimated Cost (\$)	Total DCDL \$
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  2. \* Indirect Costs (IDC). IDC Rate: \_\_\_\_%      Total IDC \$
  3. Subcontracts. List each, the amount for each and **attach an estimate in this format for each.** Total Subcontracts \$
  4. Expenses. (Equipment, transportation, food and lodging, reproduction, etc. - if not included in Indirect Costs.) Amounts shall be based on actual cost to the Offeror, without any profit or other markup. Provide a table with the following columns:  

Item	Quantity	Cost (\$/Unit)	Estimated Cost (\$)	Total Expenses \$
------	----------	----------------	---------------------	-------------------
  5. \* Total Estimated Cost. Sum of DCDL + IDC + Subcontracts + Expenses. Total Cost \$
  6. \* Proposed Fee. List a proposed **amount** (not a percentage) for profit. Fee \$
  7. Total Estimated Price. Sum of Total Estimated Cost plus Proposed Fee. Total Price \$
- \* Sole proprietorships and small firms that do not maintain an accounting system that separately identifies costs for "payroll" benefits and overhead, for routine allocation of such costs to jobs, may omit items 2, 5, & 6 if the Rates (\$/hr) in Item 1 are proposed as Billing Rates (DCDL + IDC + FEE). **Firms that routinely allocate Indirect Costs to projects may not use Billing Rates for this estimate.**

### SUBMITTAL DEADLINE AND LOCATION

DATE: **5 Sept 2022**

PREVAILING TIME: **AKDT 1:00 PM** FAX OR EMAIL:  
**greg.walker@alaska.gov**

Hand deliver proposal directly to following location, and person, if named; or email to address above:

Attn: Greg Walker  
57024 Roosevelt Road  
JBER, AK 99505  
(907) 428-7693

Late proposals will not be considered. **Offerors** are responsible to assure timely delivery and receipt and **are encouraged to respond at least four business hours prior to the above deadline.** Any addendum issued less than 24 hours prior to a Deadline will extend that Deadline by a minimum of an additional 24 hours. The Contracting Agency shall not be responsible for any communication equipment failures or congestion and will not extend the deadline for any proposals not received in their entirety prior to the deadline. Except for hand delivered proposals, confirmation of receipt by telephone or other means four hours or less prior to deadline will **not** be provided. (An out-of-town/state Offeror may also electronically transmit their proposal to a local personal representative who may reproduce a copy of it and deliver it "in person" to the submittal location prior to the deadline.)

### BASIS OF SELECTION

This solicitation does not guarantee that a contract will be awarded. All proposals may be summarily rejected. Our intent, however, is to select a Contractor based on the following criteria:

- 1) Demonstrated comprehension of required services and proposed strategy for performance.
- 2) Relevant experience and credentials of proposed personnel including any subcontractors.
- 3) Reasonableness of proposed schedule for performance.
- 4) Price Estimate (**if** required with proposal).
- 5) Other (specify):

Proposals will be evaluated per Chapter 2 of the DOT&PF PSA Manual.

END OF PART A



## SMALL PROCUREMENT DOCUMENTS PART B - PROPOSAL FORM

**THIS COMPLETED FORM MUST BE THE FIRST PAGE. NO OTHER COVER SHALL BE USED.**

Project Title: SPILL PREVENTION, CONTROL, AND COUNTERMEASURE (SPCC) FY22  
RFP No.: 09-22-054

### PROPOSAL REQUIREMENTS

Proposals shall demonstrate comprehension of the objectives and services for the proposed contract; include a brief overview of what will be done; and show a sequence and schedule for each important task. Assumptions made in formulation of the proposal and the support expected from the Contracting Agency shall be defined. The key individuals who will perform services shall be named (including all who would be "in responsible charge" (Ref: AS 08.48) for Architecture, Engineering, Land Surveying and/or Landscape Architecture with their Alaska

registration number). Include a brief – about one paragraph – statement for each person named that describes **experience directly related** to the service(s) they will perform. Proposed subcontracts, if any, shall be explained. Resources; e.g., support personnel, facilities, equipment, current and projected workload could be summarized. Any **unique** qualifications or knowledge of the project, project area, or services to be provided, should be identified.

### ALASKA STATUTORY PREFERENCES

☐ are ☒ are not applicable to this contract.

If applicable, check those preferences that you (Offeror) claim.

☐ Alaska Bidder (Offeror) **AND>>** ☐ Veterans **AND >>** ☐ Employment Program **OR** ☐ Disabled Persons  
2 AAC 12.260(d) AS 36.30.175 if applicable AS 36.30.170(c) AS 36.30.170 (e & f)  
Invalid claim(s) will result in the Offeror's disqualification for contract award.

### PROPOSAL

The undersigned has reviewed Part A – RFP of these documents, understands the instructions, terms, conditions, and requirements contained therein and in the Standard Provisions Booklet, and proposes to provide the required services described in Part A in accordance with the attached letter which constitutes our proposal to complete the project.

By my initials below, I certify that the Offeror and all Subcontractors identified in the Proposal shall comply with all requirements for the following items as explained in the Standard Provisions Booklet:

- [ ] Certification of Compliance (Alaska Licenses and Registrations, and Certifications).
- [ ] Insurance, including Workers' Compensation, Comprehensive or Commercial General Liability, and Comprehensive Automobile Liability.
- [ ] Professional Liability Insurance as follows:
  - ☐ As available.
  - ☒ Minimum of \$300,000.
  - ☐ Minimum of \$500,000.
- [ ] Certification for Federal-Aid Contracts Exceeding \$100,000 (DOT&PF Form 25A262 Appendix A, General Conditions)

For Small Procurements over \$50,000, by signature on this form, 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 is being performed in the United States, the Offeror must contact the Contracts Officer to request a waiver at least 24 hours prior to proposal deadline. The Offeror must provide with their submission a detailed description of the portion of work being performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with

this requirement may cause the state to reject the proposal as non-responsive, or cancel the contract.

I further certify that I am a duly authorized representative of the Offeror; that this Proposal accurately represents capabilities of the Offeror and Subcontractors identified for providing the services indicated. I understand that these Certifications are material representations of fact upon which reliance will be placed if this contract is awarded and that failure to comply with these Certifications is a fraudulent act. The Contracting Agency is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Offeror and Subcontractors. This proposal is valid for at least ninety (90) days.

Signature **and Date**

Name.....:  
Title.....:  
Offeror (Firm).....:  
Street or PO Box.....:  
City, State, Zip.....:  
Telephone - Voice.....:  
Telephone - Fax.....:  
Email.....:

Federal Tax Identification No. .... :

Type of Firm (Check one of the following):

- ☐ Individual ☐ Partnership
- ☐ Corporation in state of.....:
- ☐ Other (specify) .....

END OF PART B



# STATEMENT OF SERVICES

## APPENDIX B

<b>RFP No: 09-22-054</b> <b>Project No: AKMVA22054</b> <b>Date Prepared: 15-AUG-2022</b>
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### RFP No.:

### **Spill Prevention, Control, and Countermeasure (SPCC) Plan Services Alaska Army National Guard Facilities: Quinhagak, Kotzebue, JBER**

The State of Alaska, Department of Military and Veterans Affairs, is seeking competitive proposals for qualified contractors to provide Spill Prevention, control, and countermeasure (SPCC) Plan Services, as specified in the attached Request for Proposals (RFP).

**Deadline for Receipt of Proposals:** Current deadline for receipt of proposals in response to the subject RFP is 1:00 p.m. AKDT September 5, 2022. Information on submitting proposals can be found in the attached RFP. Late offers will be rejected.

**Important Notice:** if you are receiving this solicitation from the State of Alaska Online Public Notice website, you must register with the DMVA/FMO Building Management Specialist Section to receive subsequent amendments. Registration should be in writing via Email. Contact information for the DMVA/FMO Building Management Specialist Section is shown below. Failure to register with DMVA/FMO Building Management Specialist Section may result in rejection of your offer.

**Questions:** Questions concerning the attached RFP or contents therein must be in writing and directed to the DMVA/FMO Building Management Specialist Section. Contact information is shown below.

Contact Information:  
Greg Walker  
Phone: 907-428-7693  
Email: [greg.walker@alaska.gov](mailto:greg.walker@alaska.gov)

**Statement of Services:** Review and Update Spill Prevention, Control, and countermeasure (SPCC) Plan Services.

### **1.0 PURPOSE**

The Contractor will provide services as detailed below, relative to supporting the Alaska Army National Guard's (AKARNG) Water Resources Program of the Department of Military and Veterans' Affairs (DMVA) Facility Management Office's Environmental Compliance Office (FMO-ENV). The AKARNG is required to comply with the Clean Water Act, identified in Title 40 of the Code of Federal Regulations (CFR), numerous state and local regulations, and Army Regulation (AR) 200-1, *Environmental Protection and Enhancement*. DMVA-FMO-ENV seeks a

qualified contractor to provide technical services for writing, upgrading, amending, and certifying Spill Prevention, Control, and Countermeasures (SPCC) Plans for AKARNG facilities statewide.

## 2.0 BACKGROUND

The DMVA-FMO/ENV maintains and operates approximately 60 facilities and training areas for the AKARNG in support of unit mission requirements, environmental compliance standards, and energy efficiencies. These facilities and training areas are located throughout the State of Alaska. Many of them are in remote areas accessible only by small aircraft or by watercraft. Additionally, sites often have limited local resources and are subject to extreme climatic conditions. Many facilities do not have personnel assigned to them, or only occasionally during training events.

a. In accordance with the requirements set forth in 40 CFR § 112, facility Spill Prevention, Control and Countermeasure (SPCC) Plans are required to be reviewed and/or amended every five years.

b. All sites have been visited and SPCC plans have been prepared, however, 5-year SPCC updates are mandated. Additionally, tanks have been permanently closed or modified with appurtenances at these sites and thus a Professional Engineer-certified plan technical amendment is required within six months as specified in 40 CFR § 112.5.

c. DMVA-FMO/ENV seeks to have existing SPCC plans updated in a concise, user-friendly format that guides the reader through the steps necessary to maintain compliance with 40 CFR § 112.

## 3.0 SCOPE OF SERVICES

### a. REVIEW AND UPDATE SPCC PLANS

(1) Current SPCCs shall be reviewed and rewritten with updates for all locations specified in **Attachment A: Site List for Spill Prevention, Control and Countermeasure (SPCC) Plans** in accordance with requirements set forth in 40 CFR § 112, AR 200-1/Chapter 4, 7 & 11, all applicable federal, and state/local environmental laws and regulations.

(a) The Contractor shall prepare Draft, Draft Final, and Final SPCC Plans for all locations specified in **Attachment A**. If deemed necessary by DMVA-FMO/ENV in consultation with the Contractor, additional drafts may be prepared for review to resolve all comments and concerns.

(b) Plans shall be rewritten with an emphasis on “How To Comply” and shall follow the outline in **Attachment B: SPCC Outline**. Any deviations from this format shall be reviewed and approved by the DMVA-FMO/ENV office.

(c) Verbiage concerning monthly tank inspections shall be updated (if necessary) to reflect that tank inspections are conducted periodically by personnel that are knowledgeable of storage facility operations, characteristics of the liquid stored, the type of Aboveground Storage Tank, and its associated components.

(d) Draft plan submittals shall include an MS Word file and a “clean copy” Adobe PDF file. DMVA- FMO/ENV will provide comments on drafts by using the MS Word “Track Changes” feature.

(e) The Contractor shall be required to constructively resolve all DMVA- FMO/ENV office comments and concerns.

(f) The Contractor shall allow AKARNG staff review periods of approximately three (3) weeks per draft plan.

(2) The Contractor shall visit each identified facility.

(a) The existing SPCC Plans shall be studied for site-specific familiarization. DMVA-FMO/ENV shall provide existing plans in electronic format.

(b) Each AKARNG location shall be individually evaluated on-site, by a Professional Engineer currently registered in the State of Alaska, or an authorized and qualified agent of that engineer.

(c) During the site visit, the Contractor shall verify that information displayed on the site map is accurate and reflects the true and current condition of each site.

(d) The Contractor shall compile and supply DMVA-FMO/ENV with a list of deficiencies, if any, for each facility within 10 days of visiting that facility.

(3) Final plans shall be delivered no later than 30 days before the technical amendment deadline, as required by 40 CFR § 112.5.

**b. SITE VISIT SCHEDULES.** The Contractor shall coordinate closely with the DMVA-FMO/ENV office in scheduling site visits to avoid interference with other projects, and to coordinate with the DMVA Tribal Liaison Manager. Site visits and schedules shall be projected by the contractor within five (5) working days of receipt of notice to proceed. Site visits are subject to approval by the DMVA-FMO/ENV office two weeks prior to field execution.

**c. SPCC PLAN LAYOUT.** The Contractor shall rewrite and make updates based upon actual information that is obtained during site visits. Final plans shall reflect the true current condition of each site.

**d. MAPS.** The Contractor shall supply new maps that reflect the true current condition of each site. Each SPCC plan shall include at least three maps as follows:

(1) State/Area map.

(2) Community Aerial Photograph Map. The most current available imagery shall be utilized and the AKARNG facility shall be clearly indicated on the map.

(3) Site diagram/map. Minimum data to be shown on site diagram/map include: (a) Structural footprints;

(b) Building access points;

(c) Tank location(s) and contents;

(d) Type and location of ancillary equipment;

(e) Fuel system emergency valve(s)/shut down(s);

(f) Additional site features such as conex units, drums, spill kits, outbuildings, etc;

(g) Roads, boardwalks, and/or trails;

(h) Significant surface features that might prevent or promote surface drainage such as culverts, pipelines, and utility corridors;

(i) Hazardous material storage lockers;

(j) Day tank(s) and interior/exterior piping;

(k) Surface drainage information and direction;

(l) General site topography and direction/distance to nearest potentially impacted navigable water body;

(m) Approximate location of subject and adjacent property lines; and

(n) Map north orientation arrow, map scale, features key, and map legend.



#### **e. SPCC PHOTOGRAPHS**

- (1) During each site visit, photographs shall be taken of each facility for which a plan is prepared.
- (2) Photographs shall show each side of the facility from approximately 100 feet out, showing the viewer the type of vegetative ground cover around and up to the facility from each side.
- (3) Photographs shall be taken of each aboveground fuel storage tank (AST) and all of its appurtenances to include, but not limited to: vents, spill buckets, vent whistle, remote monitoring sensors, alarms, cam-lock fittings and/or fill limiters, and any labels and placarding, if present.
- (4) These photos shall provide a means to determine the capacity and type of tank. The photograph shall include one each view of the end, side, top, and base of each AST.
- (5) Photographs shall be taken of any existing or potential spill problem areas (indoor or outside). These have historically included concerns with storage tank piping, hazardous substance storage areas, day tanks, fuel transfer sites, drums, etc.
- (6) All photographs shall be clearly labeled to include facility identification, description of photographed subject, direction of view, and date of inspection.
- (7) Photos shall be included on the SPCC Plan computer Compact Disc (CD) deliverable.

**f. REPORTS.** The Contractor shall report to the Project Manager or their alternate as soon as possible any condition that is unusual, hazardous to human health or the environment, new or recent soil staining, and/or any potential violation of the Clean Water Act, 40 CFR § 112 and/or AR 200-1.

#### **4.0 DELIVERABLES**

**a. SPCC PLANS.** The Contractor shall establish suspense dates to meet the prescribed deadline with due consideration to required review period for each plan. Suspense dates are subject to approval by DMVA-FMO/ENV office. All sheets and covers of all draft reports shall be overprinted with the word "DRAFT". The original copies of the final documents shall become the property of the National Guard Bureau (NGB). Plan deliverables are:

- (1) One complete electronic copy each of the Draft and Draft Final SPCC plans for each facility.
- (2) Final Printed SPCC Plans. (a) Three printed copies for each facility as follows:
  - i. One unbound original, single-sided final plan.
  - ii. One individually spiral bound, double-sided final plan.
  - iii. One cardstock laminated, double-sided copy bound with a single ring binder.
- (b) Formatting for plans shall be as follows:
  - i. Normal (1") margins all around.
  - ii. Arial font type utilizing font size 11.
- (3) Final Electronic SPCC Plans.
  - (a) One separate electronic CD copy for each facility Final SPCC plan.
  - (b) One each copy formatted in both MS Word and Adobe PDF.
  - (c) Original graphics files for each Figure in the Final SPCC plan.
  - (d) All copyrighted portions of the document including aerial photographs should be formatted in Adobe PDF and embedded within the MS Word document.

**b. SUSPENSES.** The Contractor shall be required to meet established suspense dates as approved by DMVA-FMO/ENV office with due consideration to the required review period.

- (1) The original copies of the Final documents shall become property of the DMVA/NGB.
- (2) Transmittal letters for each deliverable shall be forwarded to DMVA-FMO/ENV office.

#### **5.0 POINT OF CONTACT:**

The Contractor shall submit to the DMVA-FMO/ENV Project Manager or Alternate, a detailed project schedule within five (5) working days of receipt of notice to proceed. The schedule shall include a timeline chart of activities showing project task activities, field site activities, a description of project staffing and responsibilities, appropriate milestones, identification of decision points, deliverable dates, review times, and key schedule responsibilities.

If, for any reason, the schedule is changed or modified, the Contractor shall provide an amended schedule as soon as possible. Amended schedules shall not be permitted to affect previously scheduled milestones that were to occur within five (5) working days of an amended schedule submission date. Schedule revisions shall not be effective until approved.

#### **a. DMVA-FMO/ENV PROJECT MANAGER:**

Nicole Warner  
907-428-7151 phone  
Nicole.warner@alaska.gov

#### **b. DMVA-FMO/ENV ALTERNATE PROJECT MANAGER:**

Alyssa Murphy  
907-428-7176 phone  
Alyssa.murphy@alaska.gov

#### **6.0 ADDITIONAL REQUIREMENTS UPON THE CONTRACTOR INCLUDE:**

- a.** The Contractor shall utilize qualified personnel and subcontractors during the performance of the regulated activities of this contract. Subcontracted tasks and work elements shall be clearly identified in the work plans.
- b.** All reporting will be submitted without reservation or claim to intellectual property, content, or copyright.
- c.** The Contractor shall provide appropriate documentation that shows all aspects of this contract are performed to achieve the desired outcome and performance objectives.

#### **7.0 APPLICABLE DOCUMENTS:**

The historical SPCC material is available for informational purposes. Drawings, site graphs, and former SPCC plans are also available to be copied by the successful bidder. However, the Contractor is responsible for confirmation of actual site conditions and data.

#### **8.0 WORK SCHEDULE:**

- a.** This contract action is subject to federal reimbursement. The performance period for the contract shall not extend beyond October 1, 2023 without prior approval.

**b.** The contract term and work schedule set out herein represent the State's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days, however, the contract start date will remain the same.

**ENCLOSURES:**

1. **Attachment A:** *Site List for Spill Prevention, Control and Countermeasure (SPCC) Plans.*
2. **Attachment B:** *SPCC Outline.*

**Attachment A**

*AKARNG Site List for Spill Prevention, Control, and Countermeasure (SPCC) Plans*

<b><i>Facility</i></b>	<b><i>Regulatory Driver</i></b>	<b><i>Last 5-Year Review</i></b>	<b><i>Tank Number</i></b>	<b><i>Individual Volume (gal)</i></b>	<b><i>Aggregate Volume (gal)</i></b>
<b>Quinhagak</b>	<b>5-Year Review</b>	<b>2013</b>	<b>FOT-3</b>	<b>1500</b>	<b>1500</b>
<b>Kotzebue Readiness Center</b>	<b>5-Year Review</b>	<b>2017</b>	<b>FOT-1</b>	<b>1500</b>	<b>1560</b>
<b>Bryant Airfield</b>	<b>Technical Amendment</b>	<b>2020</b>	<b>FOT-1</b>	<b>500</b>	<b>24230</b>

**Attachment B:**  
*Spill Prevention, Control and Countermeasure (SPCC) Plan Outline*

Cover – “Quick Reference” Table of Contents

Emergency Contact Numbers

Installation Spill Contingency Plan

Part 1 – How to Comply

i.e. maintenance of SPCC, roles and responsibilities, how to respond to spills/spill response procedures, notification procedures.

Part 2 – Certifications

i.e. management approval, professional engineer certification, certification of applicable substantial harm criteria.

Part 3 – Facility Information

i.e.: site description, fuel storage/tank inventory, description of tank characteristics, potential spill and predicted flow, discharge prevention, security, countermeasures.

Part 4 – Diagrams and Maps

Part 5 – Regulatory Cross-Reference

Part 6 – How to Inspect

Part 7 – How to Discharge Water and Remove Snow from Secondary Containment Areas

Part 8 – How to Train Personnel

Part 9 – How to Update and Amend SPCC Plan

Part 10 – How to Manage Mobile Refuelers and Portable Storage Units

Attachments:

Alaska Department of Environmental Conservation and Spill Notification Form  
Containment Dewatering Log  
Secondary Containment Area Calculations  
SPCC Personnel Training Form  
SPCC Personnel Training Log Sign-in Sheet  
SPCC Plan Revision/Annual Review Log



# Alaska Department of Military and Veterans Affairs

## SMALL PROCUREMENT DOCUMENTS PART C - CONTRACT AWARD, NOTICE TO PROCEED & INVOICE SUMMARY

Agreement No ..... : 09-22-054  
IRIS Program No ..... :  
Federal Project No ..... : AKMVA22054

Contractor:

Project Title: SPILL PREVENTION, CONTROL AND COUNTERMEASURE (SPCC) PLAN FY22

### CONTRACT AWARD & NOTICE TO PROCEED

You have been awarded this Agreement in accordance with Parts A, B & C of these documents and the following correspondence:

From .....  
To .....  
Subject.....

Date :  
Number of Pages :

This Agreement incorporates by reference the Small Procurement Standard Provisions Booklet dated January 2018. If you do not have a copy of the Standard Provisions Booklet, obtain one from the Contracting Agency. You are authorized to proceed with performance of this contract immediately and are required to complete it not later than: June 30, 2023

The Agency Manager for this Contract is: **Greg Walker** Telephone: **907-428-7693** Email: [greg.walker@alaska.gov](mailto:greg.walker@alaska.gov)

Compensation for this Contract shall be by the method(s) and not exceed the authorized amount(s) shown in the Invoice Summary (below):.

Issued for the Contracting Agency per ADOT&PF Policy #01.01.050 by:

Accepted for the Contractor by:

Signature Greg Walker  
Name:

Date

Signature  
Name:

Date

### INVOICE SUMMARY

This Invoice is for [ ] Progress OR [ ] Final Payment.

**Sequential Invoice Number for this Contract is:** [ ].

\* Each firm may be compensated for this Contract by only one of the following Methods of Payment (as explained in the Standard Provisions Booklet):  
Fixed Price (FP) ..... Amounts entered in Columns "c" and "g" only  
FP + Expenses (FPPE) ..... Columns "c", "e" and "g" only  
Cost Plus Fixed Fee (CPFF) ..... Columns "c", "d", "e", "f" and "g"  
Time and Expenses (T&E) ..... Columns "c", "e" and "g" only

Firms (Prime & Subcontractors)*	Meth of Pay	Labor (or FP)	Indirect Cost	Expenses	Fixed Fee	Total Price
Total Contract Amounts Authorized for All Firms						
Sum of Prior APPROVED Payments						
Sum for THIS INVOICE						
Sum of Prior Payments plus this Invoice						
Balance of Authorized Amounts						

### PAYMENT

Phase Code

Activity Code

Template Code

Object Code

#### CONTRACTOR'S PAYMENT REQUEST:

Signature  
Name:

Date  
(Contractor's Project Manager)

**PAYMENT RECOMMENDED:** I certify this Invoice to be valid and accurate and that services were performed substantially in conformance with the contract requirements and schedule.

Signature  
Name:

Date

**PAYMENT APPROVED:** Based upon the payment recommendation and certification, I hereby approve payment.

Signature  
Name:

Date

SEE INSTRUCTIONS ON NEXT PAGE

**Alaska Department of Military and Veterans Affairs**  
**INSTRUCTIONS FOR AGENCY ISSUE AND CONTRACTOR BILLING**

1. Agency Contract Manager – The Small Procurement Documents are organized for ***only one Notice-to-Proceed (NTP) to be issued with the Contract Award for all services to be provided so that accounting procedures do not become unnecessarily burdensome and costly*** (i.e., the Contractor is required to establish only one cost account for this contract). Also, this document (Part C – Contract Award, Notice to Proceed & Invoice Summary) must be issued and signed by the Contracting Officer (or a written designee per DOT&PF Policy #01.01.050). All items with a text formfield must be complete at the time this document is issued. Other items are completed by the Contractor with each billing. *Note: If a revised NTP is required, do not reissue this document; use the “c-2 ntp” or “c-3-cr.ntp” form.*
2. Contractor – If this Contract Award & NTP is unacceptable, notify the Contracting Agency immediately. If acceptable, acknowledge by signature where indicated on page 1 ***on a copy*** of this document and return the signed copy within ten days after your receipt. ***Retain the unmarked, as issued, document to be used for reproduction and billing.***
3. Contractor – Submit Invoices to the Agency Contract Manager named on page one of this document. Contractor may use the firm's invoice forms; however the Contractor must also ***provide a copy of page one of this form as the FACE PAGE of each invoice submitted and with the following entries under "Invoice Summary" and "Contractor's Payment Request" accurately completed:***
  - a) Indicate if the Invoice is for Progress or Final Payment and enter the Sequential Invoice Number for this Contract.
  - b) In each column (c, d, e, f & g) where there is an Authorized Amount, show amounts for: Prior APPROVED Payments; THIS INVOICE; Prior Payments plus this Invoice; and Balance of Authorized Amounts.

***Note "Prior APPROVED Payments" amounts might not equal the total of all prior invoices if some items were disallowed or adjustments were made. If a prior billing has not been acknowledged with any payment, or a different amount from the billing was paid without any notification of the reason(s), Contractor may attach a request for an explanation and remedial action.***

4. Contractor – Sign and date under "CONTRACTOR'S PAYMENT REQUEST" thereby attesting to the following:

"By signature hereunder, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Contract and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services have been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully compensated by the Contractor for such services."
5. Contractor – Substantiate all charges on each invoice, other than for Fixed Prices or Fixed Fees, by attaching a summary of hours expended and hourly labor rate per employee; summary of units completed; subcontractor invoices; expense receipts, etc., or other proof of expenditures.
6. Contractor - ***Prime Contractor's Labor and Indirect Cost shall be billed to the Contracting Agency within 45 days of performance. Subcontractors' Labor and Indirect Cost shall be billed to the Contracting Agency within 60 days of performance. All of the Contractor's and Subcontractors' Other Direct Costs (Expenses) shall be billed to the Contracting Agency within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Agency's discretion, not be paid.***
7. Contractor – When this Contract is approximately 75% complete, the Contractor shall determine if the Authorized Amount(s) might be exceeded; and, if so, shall provide an estimate of cost to complete. The Contracting Agency will determine after discussion with the Contractor if additional cost is reasonable and does not include costs that should be absorbed by the Contractor. If additional cost is validated, a negotiated Amendment will be executed which either (1) reduces the scope of services/work products required commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount(s) to that required for completion of the original contract.
8. Amendments – if required – will be issued per Article A8 of Appendix A, General Conditions, as contained in the Standard Provisions Booklet.

END OF PART C