

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: MONITORING WELL REPLACEMENT	Contracting Agency:						
Project Number(s): AKMVA22057 RFP No. 09-22-057 Project Site (City, Village, etc.) TUNUNAK	State of Alaska Department of Military and Veterans Affairs, FMO P.O. Box 5169 JBER, AK 99505						
Agency Contact: Greg Walker	Phone: 907-428-7693 Email: greg.walker@alaska.gov						
Estimated Amount of Proposed Contract: ☐ \$100,000 to \$150,000	\$50,000 to \$100,000 \$150,000 to \$200,000						
Funding Source (check all that apply): ☐ State ☐ FHWA ☐ FAA	☐ FTA ☐ Other:						
REQUIRED SERVICES: are described in the enclosed of the enclosed are described as follows:	sure consisting of 10 pages, dated						
Note to Proposers: 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.							
Note: 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	2 End: July 31, 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 Dries Fetimete is required with your

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. *	<u>Direct Costs of Direct Labor</u> (DCDL). Provide a table with the following columns (Names required only for key staresponsible-charge"):	ff and persons "in-
	<u>Job Classification</u> <u>Name</u> <u>Total Hours</u> <u>Rate (\$/hr)</u> * <u>Estimated Cost (\$)</u> Total D	CDL \$
2. *	Indirect Costs (IDC). IDC Rate:% Total	I IDC \$
3.	Subcontracts. List each, the amount for each and attach an estimate in this format for each. Total Subcontracts.	racts \$
4.	Expenses. (Equipment, transportation, food and lodging, reproduction, etc if not included in Indirect Costs.) Amou 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 Expe	nts shall be based
5. *	Total Estimated Cost. Sum of DCDL + IDC + Subcontracts + Expenses.	Cost \$
6. *	Proposed Fee. List a proposed amount (not a percentage) for profit.	Fee \$
7.	<u>Total Estimated Price</u> . Sum of Total Estimated Cost plus Proposed Fee. Total I	Price \$
*	Sole proprietorships and small firms that do not maintain an accounting system that separately identifies costs for "pa overhead, for routine allocation of such costs to jobs, may omit items 2, 5, & 6 if the Rates (\$/hr) in Item 1 are propos	

SUBMITTAL DEADLINE AND LOCATION

(DCDL + IDC + FEE) Firms that routinely allocate Indirect Costs to projects may not use Billing Rates for this estimate.

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:

- 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

Alaska Department of Military and Veterans Affairs



SMALL PROCUREMENT DOCUMENTS PART B - PROPOSAL FORM

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

Project Title: TUNUNAK MONITORING WELL REPLACEMENT RFP No.: 09-22-057

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 PREFERENC	ES ☐ are ☑ are not applicable to this contract. able, check those preferences that you (Offeror) claim.
	>> ☐ Veterans AND >> ☐ Employment Program OR ☐ Disabled Persons
2 AAC 12.260(d) Invalid claim(s	AS 36.30.175 if applicable AS 36.30.170(c) AS 36.30.170 (e & f) s) will result in the Offeror's disqualification for contract award.
	PROPOSAL
The undersigned has reviewed Part A -documents, understands the instructions, to	
and requirements contained therein and Provisions Booklet, and proposes to prov services described in Part A in accordance letter which constitutes our proposal to compl	ide the required Offeror; that this Proposal accurately represents capabilities of the Offeror and Subcontractors identified for providing the
By my initials below, I certify that the Subcontractors identified in the Proposal sharequirements for the following items as Standard Provisions Booklet:	Offeror and all placed if this contract is awarded and that failure to comply with these Certifications is a fraudulent act. The Contracting Agency
[] Certification of Compliance (Alaska Registrations, and Certifications).	reputation and capabilities of the Offeror and Subcontractors.
[] Insurance, including Workers' Comper Comprehensive or Commercial Gener Comprehensive Automobile Liability.	al Liability, and
Professional Liability Insurance as follous As available. Minimum of \$300,000. Minimum of \$500,000.	Name: Title:
[] Certification for Federal-Aid Contracts \$100,000 (DOT&PF Form 25A262 Appendent Conditions)	Stroot or DO Poy
For Small Procurements over \$50,000, by s form, the Offeror certifies that all services procontract by the Contractor and all Subcon	signature on this Telephone - Fax: byided under this Email E
performed in the United States. If the offeror of all work is being performed in the United States	, the Offeror must
contact the Contracts Officer to request a w hours prior to proposal deadline. The Offeror in their submission a detailed description of the being performed outside the United States, v	must provide with \(\bigcap\)

and the reason the waiver is necessary. Failure to comply with

RFP#

Former Employee's Certification of Eligibility Under the Alaska Executive Branch Ethics Act (AS 39.52.140, AS 39.52.180)

I am a former employee of the State of Alaska and left state service within the last two years. My last position with the state was [job title] with the [name of state agency and administrative unit]. I propose to work on [describe state contract or other matter] on behalf of [name of current employer]. This work will not involve any matter (a) that was under consideration by the state administrative unit that I served, and (b) in which I participated personally and substantially during my state service through the exercise of official action ("official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction). I am therefore eligible to participate in this [contract or matter] under the Alaska Executive Branch Ethics Act. I also understand that as a former public officer I may not disclose or use information acquired in the course of my official duties that could in any way result in a benefit to me or my family, if the information has not been disseminated to the public, or that is confidential by law, without appropriate authorization.

I certify under penalty of perjury that the foregoing is true.

If no notary or other official (judge, magistrate, U.S. postmaster or municipal clerk) is available, omit the notary certificate and include the following statement in the text. A notary or other official empowered to administer oaths is unavailable.

STATEMENT OF SERVICES APPENDIX B

RFP No: 09-22-057 Project No: AKMVA22057 Date Prepared: 18-AUG-2022

MONITORING WELL REPLACEMENT ALASKA ARMY NATIONAL GUARD

- PURPOSE: The Alaska Army National Guard (AKARNG) is seeking a contractor to install a replacement permanent monitoring well in accordance with 18 AAC 75 and the Alaska Department of Environmental Conservation's (ADEC) 2013 Monitoring Well Guidance. The monitoring well installation must meet ADEC and the AKARNG project manager (PM) approval.
- 2. SCOPE OF SERVICES: The Contractor shall be required to provide all professional and technical personnel and equipment necessary to perform various technical, planning and documentation efforts to comply with the previously stated regulations and industry standards.
 - A. The Contractor shall provide all necessary labor, facilities, equipment, materials, transportation and supplies necessary to perform services described herein. The Contractor shall make use of all existing rules, regulations, and industry standards in the performance of this effort.
 - B. All technical consultants required for this contract shall be provided by the Contractor and shall be required to provide expert witness testimony. Expert witness testimony is not part of this contract, but shall be negotiated separately in the event such testimony is necessary.
- 3. TASKS: The scope of work shall be to replace a damaged permanent monitoring well for the AKARNG at the Tununak Federal Scout Readiness Center (FSRC) and draft a work plan addendum to be approved before work proceeds.
 - A. **POINT OF CONTACT LIST/SCHEDULE**: The Contractor shall submit a schedule outlining timelines for activities to be conducted under the contract. Additionally, the Contractor shall submit a list of contacts including personnel names, titles and responsibilities under the contract.
 - B. **WORK PLAN:** The Contractor shall submit to the AKARNG PM a detailed work plan. The work plan should also be submitted to the Procurement Officer. If for any reason the work plan is changed or modified, the Contractor shall provide a revised work plan to the Procurement Officer. The Contractor shall be required to meet all suspense identified in the approved work plan. The work plan shall include the following components:
 - 1) Schedule outlining travel and onsite work.
 - 2) General description of project staffing and responsibilities
 - 3) Deliverable dates and review times
 - 4) Methodology of installation
 - 5) Map including location of monitoring well
 - 6) Management plan for Investigation Derived Waste
 - 7) Site safety and health plan
 - 8) Covid-19 mitigation plan if required by the village

- C. **RESEARCH:** Information regarding previous monitoring well installation and any other pertinent documents will be provided to the Contractor by the Facilities Management Office Environmental Section (FMO-EN).
- D. SITE VISIT: The Contractor shall be on site for all replacement activities and a preliminary reconnaissance visit may be made if agreed upon as necessary to determine the extent of the damage of the previous well.
- E. SITE MAPS: Site maps for the facility will be provided by the FMO-EN.
- F. **REMOVAL OF PREVIOUS WELL:** An attempt will be made to preserve as much as the previous work as feasible. Any part of the well that cannot be reused shall be removed by the Contractor and appropriately disposed as waste. It is the Contractor's responsibility to arrange for removal of all wastes generated from the Tununak FSRC to the appropriate disposal facilities.
- G. **INSTALLATION OF NEW WELL:** All components of the well will be provided by the Contractor and shall meet the standards outlined in the ADEC's 2013 *Monitoring Well Guidance*.
- H. **INVESTIGATION DERIVED WASTES:** Investigation derived wastes (IDW) will be treated and disposed of in an approved method to be described in the ADEC approved workplan. Disposal of the IDW is the full responsibility of the Contractor.

I. ACTIVITY DOCUMENTATION:

- 1) Photographs shall be taken of field activities.
- 2) Photos should provide documentation for data collected including any deficiencies found during the inspection.
- 3) All photographs shall be clearly labeled; to include facility identification, description of photographed subject, direction of view, and date of inspection.
- 4) A Daily Field Log of Activities shall be completed and submitted electronically to the AKARNG PM. The AKARNG PM will provide a template if requested by the Contractor or if the AKARNG PM determines that the Contractor provided template does not meet AKARNG standards.
- J. **NOTIFICATION:** Any soil staining/contaminated areas shall be reported as soon as possible to environmental office, with mapped dimensions, description of the probable cause and any visible environmental damage.

K. REPORT SUBMITTALS:

- 1) The Contractor shall prepare a report documenting the efforts and results of LTM Well installation performed under this contract. The following shall be included in the report:
 - a) An executive summary outlining the background of the project, work performed, and general results.
 - b) A detailed summary of any deviations from the approved workplan.
 - c) The boring log
 - d) As-built figure
 - e) Facility site map and photographs for the facility.
- 2) DRAFT LTM WELL INSTALLATION REPORT: The Contractor shall prepare for AKARNG review a draft LTM Well Installation report. The Contractor shall allow AKARNG staff review periods of three (3) weeks to review the report. ADEC shall have the opportunity to review and comment on the draft LTM Well Installation report.

3) FINAL LTM WELL INSTALLATION REPORT: Upon completion of the review, the Contractor shall incorporate all AKARNG and ADEC review comments/corrections into the Final report.

4) DELIVERABLES:

- A. The Contractor shall be required to meet suspense dates established and approved by the AKARNG PM.
- B. All sheets and the cover of the draft report shall be overprinted with the word "DRAFT".
- C. The original copies of the Final documents shall become the property of the National Guard Bureau.
- D. A PDF and Work document of the Draft Report and the Final Report shall be provided to the AKARNG PM for distribution.







END OF SECTION

Alaska Department of Military and Veterans Affairs

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

Agreement	No	 :	09-22-057

IRIS Program No:

Federal Project No: AKMVA22057

Contractor:	
Project Title:	TUNUNAK MONITORING WELL REPLACEMENT PROJECT

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: Date:								
To: Subject:			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: July 31, 2023 The Agency Manager for this Contract is: Greg Walker Telephone: 907-428-7693 Email: 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 Date Name:				Date	
		INVOICE	SUM	IMARY				
This Invoice is for [] Progress OR	[] Final Paym	ent.		Sequential <u>Invoi</u>	<u>ce</u> Number for th	nis 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 a b Cost Plus Fixed Fee (CPFF)Columns "c", "e", "d", "e", "f" and "g" Time and Expenses (T&E)Columns "c", "e" and "g" only a b c d e f g								
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 APPF								
Sum								
Sum of Prior Payment								
Balance of Authorized Amounts								
Dhana Cada	is although a state	PAYM		ATDACTOR'S DAV	MENT DECLIES	г.		
Phase Code Act	ivity Code		CONTRACTOR'S PAYMENT REQUEST:					
<u>Template Code</u> <u>Ob</u>	ect Code		Sigr	nature			Date	

SEE INSTRUCTIONS ON NEXT PAGE

Name:

Signature

Name:

Date

Date

(Contractor's Project Manager)

PAYMENT APPROVED: Based upon the payment recommendation

and certification, I hereby approve payment.

Signature

Name:

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.

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 (Pact 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