

# STATE OF ALASKA REQUEST FOR PROPOSALS



## DATA GAP ANALYSIS FOR SAVOONGA FSA

RFP 250000002

ISSUED AUGUST 1, 2024

THE ALASKA ARMY NATIONAL GUARD (AKARNG), ENVIRONMENTAL, IS SOLICITATING FOR PROPOSALS FROM QUALIFIED OFFERORS TO PROVIDE A DATA GAP ANALYSIS FOR SAVOONGA FEDERAL SCOUT ARMORY (FSA), AS SPECIFIED IN THIS REQUEST FOR PROPOSAL (RFP).

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ISSUED BY:

DEPARTMENT OF MILITARY AND VETERANS AFFAIRS  
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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## INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Military and Veterans Affairs (DMVA), Alaska Army National Guard (AKARNG), Environmental, is soliciting proposals from qualified contractors to provide a Data Gap Analysis for the Savoonga Federal Scout Armory (FSA) located in Savoonga, Alaska.

### SEC. 1.02 BUDGET

Department of Military and Veterans Affairs, Alaska Army National Guard, Environmental, estimates a budget of \$320,000.00 dollars for the completion of this project. Proposals priced at more than \$320,000.00 will be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 P.M.** prevailing Alaska Standard Time on Thursday, **August 22, 2024**, as indicated by postmark or email timestamp and late proposals will not be considered.

### SEC. 1.04 PRIOR EXPERIENCE

A qualified environmental professional is an impartial third party, actively practices in the field of environmental science or another related scientific field, and that has not been found to have falsified environmental data or committed other acts of fraud directly related to environmental work.

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements of a Qualified Environmental Professional as defined by the Alaska Department of Environmental Conservation:

- a) Completion of a four-year undergraduate or a graduate degree from a nationally or internationally accredited postsecondary institution in environmental science or another related scientific field; and
- b) Have at least one year of professional experience in contaminated site characterization and cleanup activities under the supervision of a qualified environmental professional after the degree was obtained.

Alternatively, the following minimal qualifications are required:

- a) Completion of a four-year undergraduate or a graduate degree from a nationally or internationally accredited postsecondary institution in any field or a two-year degree from a nationally or internationally accredited postsecondary institution in environmental science or another related scientific field, or certification as an environmental technician under an apprenticeship program approved by the Department of Environmental Conservation (DEC); and

- b) Have at least three years of professional experience in contaminated site characterization and cleanup activities under the supervision of a qualified environmental professional after the degree or certificate was obtained.

**Qualified Samplers** may conduct sampling under the direct supervision of a qualified environmental professional or, when specifically approved by DEC, may collect samples of soil, groundwater, and surface water for laboratory analysis as part of the cleanup process.

Under the site cleanup rules, a **Qualified Sampler** is an impartial third party, collects samples from soil, groundwater and surface water (does not include air or soil gas) for laboratory analysis, and has not been found to have falsified environmental data or committed other acts of fraud directly related to environmental work.

The Spill Prevention and Response Division will determine if a person meets the qualified sampler standards. The following minimum qualifications are required:

- a) Completion of applied field work involving environmental sample collection associated with a degree in environmental science or another related field from a nationally or internationally accredited postsecondary institution. Alternatively, completion of an environmental sampling training program recognized by the Department of Environmental Conservation; and
- b) Have at least three months of experience in environmental sampling under the direct supervision of a qualified environmental professional completed after the training.

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

PROCUREMENT OFFICER: Jannah Cayetano – PHONE 907-428-7222 – TDD/TTY (907) 269-5411 (Alaska relay) – EMAIL ADDRESS – [MvaDasProcurement@alaska.gov](mailto:MvaDasProcurement@alaska.gov)

## SEC. 1.07 RETURN INSTRUCTIONS

If you are submitting a response through IRIS Vendor Self-Service (VSS), you may skip this section.

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

Department of Military and Veterans Affairs  
Division of Administrative Services  
Attention: Jannah Cayetano  
Request for Proposal (RFP) Number: 250000002  
RFP Title: Data Gap Analysis for Savoonga FSA

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

PO Box 5308  
Joint Base Elmendorf-Richardson, AK 99505

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

49000 Army Guard Road, Suite B105B  
Joint Base Elmendorf-Richardson, AK 99505

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to [MvaDasProcurement@alaska.gov](mailto:MvaDasProcurement@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 with enough 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 907-428-7222 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## SEC. 1.08 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. 1.09 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. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment 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 OPN.

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. 1.11 RFP SCHEDULE

RFP schedule set out herein represents the state'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 Standard Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		August 1, 2024
Pre-Proposal Conference	10:00 A.M.	August 19, 2024
Deadline for Receipt of Proposals / Proposal Due Date	2:00 P.M.	August 22, 2024
<b>ANTICIPATED</b> Proposal Evaluations Complete		Week of August 26, 2024
<b>ANTICIPATED</b> Notice of Intent to Award		Week of August 26, 2024
<b>ANTICIPATED</b> Contract Issued		Week of September 9, 2024

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 Military and Veterans Affairs, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

### **SEC. 1.12 PRE-PROPOSAL TELECONFERENCE**

A pre-proposal Teleconference will be held at **10:00 A.M.**, Alaska Standard Time, on **August 19, 2024**. The purpose of the Teleconference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. All questions raised during the meeting must be submitted in writing to the Procurement Officer and will be posted along with the answers on the Alaska Online Public Notice website as an Amendment to the RFP, as soon as possible after the meeting. This - pre-proposal meeting is not a mandatory requirement but highly recommended for interested participants.

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

### **SEC. 1.13 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. 1.14 NEWS RELEASES**

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

## SECTION 2.BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

The village of Savoonga lies on the north-central tip of St. Lawrence Island in the Bering Sea, approximately 164 miles west of Nome, Alaska. The Savoonga FSA is an active contaminated site in the Alaska Department of Environmental Conservation (ADEC) Contaminated Sites Program database with File Number 670.38.002, Hazard ID 3099, and site name “AKARNG Savoonga FSA”. After the current lease expired in 2018 ownership reverted to Kukulget, Inc.

The Savoonga FSA lies adjacent to the main beach access road on the northwestern side of the city, approximately 200 feet south of the Bering Sea. The beach access road acts as the southeastern boundary of the property. The following infrastructure is situated on a gravel pad:

- A 20-foot by 60-foot, wood-framed building constructed in 1960 (the old FSA building)
- A 30-foot by 40-foot wood-framed building constructed in 1985 (the new FSA building)
- An elevated walkway connecting the old and new FSA buildings
- A 1,500-gallon aboveground storage tank (AST) near the new FSA (Disconnected)
- Two 1,500-gallon ASTs near the old FSA (Disconnected)

Permafrost is present at the site at depths of 2 to 4 feet below ground surface (bgs). An active, seasonally thawed groundwater layer is present above the permafrost layer but may not be encountered at all times of the year.

Drinking water is currently obtained from a 195-foot-deep well located one half-mile southeast (upgradient) of the FSA on the northeast end of the air strip. Water is pumped from the well to a 100,000-gallon storage tank. The well was installed in 1972 and advanced through a known thaw bulb associated with Sivuungaq River (Figure 4). The closest extent of the thaw bulb is approximately 1,500 feet from the FSA facility.

During the remedial action field work that occurred in July 2022, the extent of the contamination was found to be in excess of what was previously delineated. The 2021 Decision Document estimates that approximately 16 cubic yards needed to be excavated. However, 30 cubic yards of contaminated soil was removed from the site, and concentrations above the Project Action Limits (PAL) remain at the Savoonga FSA. Much of the contamination appeared to have settled into the active layer 3 feet bgs. due to seasonal freeze-thaw action in a hard packed silt layer above the permafrost. Concentrations of Diesel Range Organics (DRO) greater than the PAL of 3,000 mg/kg were observed in the base of the excavation and the northern, eastern, and southern sidewalls. Porewater contamination at concentrations above the PAL was observed at some or all temporary monitoring wells at various times. Field-screening results from test pits provided evidence that contamination may not be contained to the initial area of concern. The excavation pit was backfilled with clean material from a local borrow source and compacted to match the existing grade and surrounding material. The local borrow source is located outside of Savoonga and is commonly used by the City of Savoonga for construction projects.

Additional supra-permafrost porewater sampling will delineate the extent of porewater impacts at the site. If the area continues to be dry during future sampling attempts, supra-permafrost porewater may not be an affected migration pathway at these locations.

A Komatsu PC40 mini excavator, with an arm reach of 18 feet, was used during the previous remedial action. A larger excavator with a longer arm reach may be able to penetrate the active zone or the excavation could be secured for a period of time to allow the frozen soil to thaw. If necessary, alternative equipment may need to be barged to Savoonga or planned maintenance actions take place on city-owned equipment before any additional field activities take place.

## SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK (SOW)

The Department of Military and Veterans Affairs, Alaska Army National Guard (AKARNG), Environmental is soliciting proposals from contractors to provide Data Gap Analysis (DGA) for the Savoonga Federal Scout Armory (FSA).

The Contractor shall provide all professional and technical personnel and equipment necessary to perform various technical, planning, and documentation efforts to comply with the governing regulations and policy directives. The work must be conducted in compliance with the following:

- 18 Alaska Administrative Code (AAC) 75 Oil and Other Hazardous Substances Pollution Control;
- 18 AAC 78 Underground Storage Tanks, and the Underground Storage Tanks Procedures Manual;
- ADEC Field Sampling Guidance;
- Environmental Protection Agency (EPA) 540-R-92-021 Guidance for Performing Site Inspection;
- Under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA);
- Site Characterization Work Plan and Reporting Guidance for Investigation of Contaminated Sites;
- Guidelines for Data Reporting;
- Guidance on Developing Conceptual Site Models;
- Monitoring Well Guidance;
- Contaminated Media Transport and Treatment or Disposal Approval Form
- Laboratory Data Review Checklist;
- All other applicable federal, state, and local regulations.

The following must also be adhered to:

- The Contractor shall provide all necessary labor, facilities, equipment, materials, transportation and supplies necessary to perform services described herein. The Contractor must make use of all existing rules, regulations, and directives in the performance of this effort;
- The Contractor shall review available documentation provided the AKARNG Environmental department; state, federal, and local resources; and perform a site visit as necessary to complete the work required;
- All technical consultants required for this contract must be provided by the Contractor and required to provide expert witness testimony if called upon. Expert witness testimony is not part of this contract but must be negotiated separately in the event such testimony is necessary.

**Contractor-Furnished Resources**

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

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

- Coordination with the AKARNG Project Manager (PM) for access to the site;
- Coordination with Kukulget, Inc for the Right of Entry;
- Notification must be given to the, Sivuqaq, Inc., the Native Village of Savoonga IRA Council, the City of Savoonga, and Kawerak, Inc. of the intent to work;
- Management and disposal of all waste generated by the investigation;
- Providing all support activities necessary to ensure the safe and effective accomplishment of all work;
- Developing and implementing quality control measures consistent with all applicable federal and state regulatory requirements and standards;
- Arranging travel logistics for personnel and equipment;
- Any other necessary resources needed to achieve the performance objectives.

**Personnel:**

The Contractor shall:

- Provide the necessary personnel and equipment to execute this Statement of Work successfully;
- Perform the work under the oversight of a qualified environmental professional (QEP) and sampling must be conducted by a qualified environmental sampler (QES) as described in 18 AAC 75.333;
- Utilize qualified personnel and subcontractors during the performance of the regulated activities of this contract;
- Identify subcontracted tasks and work elements in the work plans;
- Determine the requirements for licensed professionals and certifications;
- Provide personnel trained as required by the Occupational Safety and Health Administration (OSHA) and all other applicable federal and state regulations.

**AKARNG -furnished Resources**

The AKARNG PM will provide the following resources to the selected Contractor:

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

## TASKS

### Task 1 - Project Management, Planning, and Meetings

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

#### Post-Award Coordination Meeting

Within ten (10) business days of award of this contract, the Contractor will facilitate a Post Award Coordination Meeting with the AKARNG to discuss, at a minimum:

- The scope of the project;
- Work to be conducted;
- The project schedule;
- Any Contractor questions.

Minutes of the meeting will be prepared by the Contractor and signed by both the Contractor and the AKARNG PM. The minutes must become part of the Contract File and are due within five (5) business days of the meeting.

#### Monthly and Daily Status Reports

The Contractor shall provide monthly status reports to the AKARNG PM five (5) business days after the first of the month. Two weeks prior to field work, a status report detailing preparations and communications will be provided. While field work is occurring, the Contractor must provide daily status reports to the AKARNG PM. The purpose of these status reports is to discuss the status of the project and address contract needs that may require deviations or corrective actions. The Contractor must be available for meetings, either via teleconference or in person for the duration of the project. Meeting minutes must be prepared by the Contractor and provided to the AKARNG PM within ten (10) business days of the conclusion of each meeting.

#### Scoping Meeting

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

#### Project Schedule

The Contractor shall submit a detailed project schedule within thirty (30) business days of receipt of notice to proceed to the AKARNG PM.

The schedule shall include:

- A timeline chart of activities showing project task activities;
- Field site activities;
- 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 must provide an amended schedule within seven (7) business days. Amended schedules will not be permitted to affect previously scheduled milestones that were to occur within five (5) business days of an amended schedule submission date. Schedule revisions must not be effective until approved.

### **Point of Contact**

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

### **Notice**

Notification of the intent to work shall be given to the Kukulget, Inc., Sivuqaq, Inc., the Native Village of Savoonga IRA Council, the City of Savoonga, and Kawerak, Inc. at least 60 days before work begins. A communication log will be kept and included in the status reports and final appendixes. The option to review any draft documents and/ the final report must be communicated by the Contractor and recorded in the dedicated communications log and contact information conveyed to the AKARNG POC for follow up.

### **Right of Entry**

A Right of Entry shall be obtained from Kukulget, Inc. before work can begin. The lease between AKARNG and Kukulget, Inc. has expired with no intention of renewal.

### **NEPA and Section 106**

AKARNG will conduct the National Environmental Policy Act (NEPA) documentation and Section 106 Consultation with the State Historic Preservation Officer (SHPO). AKARNG will communicate to the Contractor any special conditions or requirements the Contractor is required to abide by to minimize and mitigate potential environmental or cultural effects.

### **Task 2 – Work Plan**

The Contractor shall develop a work plan (WP) that describes the DGA to be conducted at the Savoonga FSA. No action must be performed until the Final WP for that action has been approved by the AKARNG and ADEC. The WP will be prepared in a systematic and logical format so that task requirements may be readily referenced and understood by all personnel performing the work and by all persons reviewing the plan using ADEC's *Site Characterization Work Plan and Reporting Guidance for Investigation of Contaminated Sites* for the framework.

The WP will include, but is not limited to:

- Introduction;
- Project Schedule;
- Project Organization Chart including all internal and external stakeholders;
- The identify the QEP(s) and QES(s) who will prepare the document, conduct fieldwork, and analyze data and include their resumes;
- Work Plan Rationale;
- Quality Control (QC) and Quality Assurance (QA) Requirements;
- Waste Management Requirements;
- Site Restoration and Cleanup;
- Key Contractor Personnel Resumes & Responsibilities;
- A map of the site with boundary lines and labels for all known infrastructure items;
- AKARNG-provided Memorandum of Understanding (MOU) for NEPA and NHPA Section 106 requirements stating any necessary mitigation techniques or best management practices (BMP);
- Field Forms.

A pre-draft, draft, draft-final, and final version of the WP shall be submitted. All versions will be submitted in both native Microsoft Word format and fully text-searchable Adobe PDF.

- The Pre-Draft WP will be submitted to the AKARNG PM within 45 business days of contract award;
- The remaining versions will be submitted in accordance with the schedule;
- The WP will identify methods and means for performing the Data Gap Analysis;
- The Contractor shall obtain all required access rights and permits for the completion of the site activities prior to submission of the final planning document.

The WP will detail the proposed methods and means for investigating the site. All work will be conducted in accordance with applicable regulations and guidance.

The WP will identify:

- Methods for sampling location selection;
- Screening requirements;
- Documentation;
- Analytical methods;
- Sample containers and management;
- Sampling equipment;
- Decontamination procedures;
- Management of investigative derived wastes.

## **Site Safety and Health Plan**

The Contractor shall develop and implement a written Site Safety and Health Plan (SSHP) written in accordance with 29 Code of Federal Regulations (CFR) 1910.120 and 29 CFR 1926.65.

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

- Site description and contaminant characterization;
- Map with property boundaries;
- Safety and health hazard(s) assessment and risk analysis;
- Safety and health staff organization and responsibilities;
- Site specific training and medical surveillance parameters;
- Personal protective equipment (PPE) and decontamination facilities and procedures
- Monitoring and sampling required;
- Safety and health work precautions and procedures;
- Site control measures;
- On-site first aid and emergency equipment;
- Emergency response plans and contingency procedures (on-site and off-site);
- Logs, reports, and recordkeeping.

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

### **Task 3 – Site Inspection**

The Contractor is required to provide all labor, facilities, equipment, materials, transportation and supplies necessary to perform a site inspection at the Savoonga FSA.

### **Field Requirements**

#### **Soil Borings**

All soil borings will be backfilled to grade in accordance with ADEC guidance. Soil boring locations will be accurately surveyed for x, y, and z coordinates. Any permafrost encountered will be documented on the boring logs. An excel spreadsheet template for recording geophysical data will be provided by the AKARNG PM. An estimated 40 samples will be taken during this sampling event, one per borehole, at intervals of 25 feet, with additional samples taken around the area identified as contaminated during the previous field work.

If a PID is being used, all field screening with PID will be confirmed with analytical sampling. Final reporting will include a table with PID readings and collocated analytical results as well as a statistical correlation analysis that demonstrates a range of PID readings that reliably detects contamination above the 18 AAC 75 cleanup level at this site.

#### **Groundwater**

No less than 4 temporary wells shall be installed, developed, and sampled in accordance with ADEC's

Monitoring Well Guidance. The monitoring wells will be strategically placed along each boundary to best capture all suspected migration of groundwater on the site. Labeled photos of each installed monitoring well will be provided in final reporting.

### Survey Requirements

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

### Analytical Data Requirements

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

- Any laboratory contracted for this work will be certified under the ADEC's Contaminated Sites Lab Approval Program;
- The WP will contain a table that specifies laboratory detection limit (DL), limit of detection (LOD), limit of quantification (LOQ), lower control limit (LCL), upper control limit (UCL), and ADEC and/or Toxicity Characteristic Leaching Procedure (TCLP) cleanup limits for each analyte/matrix of interest. The WP will clearly denote and discuss any analyte where the cleanup level is less than the laboratory LOD.

In addition, any collected data will be reviewed and validated at an appropriate quality control level in a manner consistent with:

- ADEC Technical Memorandum Data Quality Objectives, Checklists, Quality Assurance Requirements for Laboratory Data, and Sample Handling (March 2017);
- The most recent version of the Department of Defense Quality Systems Manual for Environmental Laboratories (DoD QSM).

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

- Precision;
- Accuracy;
- Representativeness;

- Comparability;
- Completeness;
- Sensitivity.

## **Wastes**

### **Management of Investigative-Derived Waste**

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

### **Hazardous Waste Disposal**

The Contractor shall properly dispose of hazardous waste generated during the project in accordance with all applicable federal, state, and local requirements. All hazardous waste disposal actions will be coordinated with AKARNG. A Contaminated Media Transport and Treatment or Disposal Approval Form will be signed by ADEC prior to any off-site movement or disposal of soil, groundwater, or purge/decontamination water. Hazardous waste disposal is not anticipated to be required for this project.

### **Task 4 – Data Gap Analysis Report**

At minimum, the report will include:

- Site location & coordinates;
- File Number and Hazard ID (located on the cover and introduction);
- Contaminants of concern and media impacted;
- Regulatory Authorities and other relevant guidance/policy;
- Site information including soil makeup, surface and groundwater, permafrost, and any other relevant environmental factors identified in the scoping process;
- Maximum reported onsite contamination in soils and groundwater;
- Pertinent site drawings and photos;
- Conclusion;
- Associate Maps;
- Field notes/field logbooks;
- Laboratory analytical data packages tables in addition to PID readings with collocated analytical results;
- A table of contaminants being analyzed under this project with corresponding ADEC Method 2 Table B1/B2 cleanup levels.

A pre-draft, draft, draft-final, and final version of the DGA report will be submitted. The versions will be submitted in accordance with the schedule. The final DGA report shall be submitted in both native Microsoft Word format and fully text-searchable Adobe PDF.

### **Environmental Requirements**

The Contractor shall identify applicable federal, state, and local laws and regulations; agreements, or rules; and perform its work in accordance with said authorities. The Contractor must ensure that all activities performed by their personnel, subcontractors and suppliers are executed in accordance with

said authorities. Any incident of noncompliance noted by the Contractor must immediately be brought to the attention of the AKARNG PM telephonically, followed by written notification. Nothing in this contract will relieve the Contractor of its responsibility to comply with applicable laws and regulations. The Contractor shall obtain all permits (including utility locates), licenses, approvals, and/or certificates required or necessary to accomplish the work. When the work to be performed requires clearances, such as digging or drilling permits, the Contractor shall obtain such clearances and/or permits prior to any drilling or excavating operations.

### **Environmental Responsibility Considerations**

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

### **Health and Safety Requirements**

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

### **Property**

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

### **Regulatory Involvement**

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

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

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

### **Government Rights**

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

### **Inspections**

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

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

## **SEC. 3.02 STANDARDS.CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award, approximately week of September 9, 2024, for approximately eighteen (18) months until completion, approximately March 9, 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:

1. A pre-draft, draft, draft-final, and final versions of the following:
  - a. Work plan and schedule;
  - b. Data Gap Analysis Report.
2. Scope Meeting minutes.
3. Project Schedule.
4. Monthly and daily status reports.
5. All survey data.
6. Geophysical data spreadsheet(s).

All sheets and covers of all draft reports must be overprinted with the word "DRAFT". All documents must be written with Calibri font size 11. All documents must be submitted in both native Microsoft Word format and fully text-searchable Adobe PDF.

Pre-draft documents must be submitted electronically only for internal review by the AKARNG. The AKARNG PM will provide comments to the Contractor within thirty (30) calendar days. The Contractor must generate separate, formal Response to Comments documents for all comments received from the AKARNG and Regulatory Agencies. The Contractor must revise the document as necessary and submit a draft within fifteen (15) calendar days of receipt and resolution of AKARNG review comments.

The draft document will be provided in electronic format and the AKARNG project manager will solicit ADEC and other interested stakeholders review comments within thirty (30) calendar days of receipt. The Contractor must revise the document as necessary and submit a draft final within fifteen (15) calendar days of receipt and resolution of ADEC review comments. The draft final document must be submitted in both native Microsoft Word format and fully text-searchable Adobe PDF and may need to be submitted as a red-line document to show revisions based on regulatory comment. Upon AKARNG and regulatory approval the final document must be submitted electronically.

The final document must include electronic copies inclusive of all appendices, geophysical data, the analytical data, and ADEC's approval letter and comments. Additional digital and/or hardcopies shall be sent to the Kukulget, Inc., Sivuqaq, Inc., the Native Village of Savoonga IRA Council, the City of Savoonga, and Kawerak, Inc. at their request.

**ADDITIONAL REQUIREMENTS:**

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

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

**ADDITIONAL OPTION:**

An additional option may be exercised at any point with the concurrence of the AKARNG and the Contractor. This option will allow the Contractor to collect up to fifteen (15) additional soil samples and install an additional temporary monitoring well if any area is found to require further characterization. It

will moreover add up to, but not exceeding, twelve (12) months to the period of performance to cover time to amend the workplan, complete field work, and amend the final DGA report.

All option deliverables must meet the previously outlined standards for the DGA. Deviations will be discussed and ultimately decided on by the AKARNG PM.

### **SEC. 3.04 CONTRACT TYPE**

This contract is a FIRM FIXED price contract to be executed by the issuance of a Contract (CT).

### **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 director.

### **SEC. 3.06 CONTRACT PAYMENT**

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

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

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

### **SEC. 3.07 LOCATION OF WORK**

The location(s) the work is to be performed, completed, and managed is at the former Savoonga Armory.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for two (2) person(s) to make one (1) trip(s) to Savoonga, AK. Travel to other locations will not be required.

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. 3.08 SUBCONTRACTORS**

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

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

### **SEC. 3.09 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. 3.10 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. 3.11 F.O.B. POINT**

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

### **SEC. 3.12 CONTRACT PERSONNEL**

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

### **SEC. 3.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer may instruct the contractor to make corrections or modifications if

needed in order to accomplish the contract’s intent. The contractor will not unreasonably withhold such changes.

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

### **SEC. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

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

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

### **SEC. 3.15 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. 3.16 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. 3.17 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. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim/Annual Aggregate
\$100,000-\$499,000	\$500,000 per Claim/Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim/Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

### SEC. 3.18 TERMINATION FOR DEFAULT

- a. If the Project Director or Procurement Officer 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 the remaining work.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as part of their proposal. An electronic copy of the forms is posted along with this RFP.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror’s entire proposal. Do not include any marketing information in the proposal.

**Any proposal that does not follow these requirements may be deemed non-responsive.**

### SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

**Documents and Text:** All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

**Page Limits:** Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, ‘1 Page’ implies that the offeror can only provide a response on one side of a piece of paper). Any pages exceeding the maximum page limit will be discarded and will not be included in the evaluations (for example, the maximum page limit is 3 pages, but the Offeror submits 5 pages for that submittal form. Only pages 1-3 will be evaluated. Pages 4 and 5 would be discarded by the Procurement Officer before sending to the proposal evaluation committee for evaluation.).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	
<b>Submittal Form B – Experience and Qualifications</b>	<b>5</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>5</b>
<b>Submittal Form D – Methodology Used for the Project</b>	<b>5</b>
<b>Submittal Form E – Management Plan for the Project</b>	<b>5</b>
Submittal Form F – Subcontractors	
Submittal Form G – Cost Proposal	

Any Submittal Form submitted as part of a proposal that is not compliant with the instructions above may be a basis for finding the proposal non-responsive and thus rejected.

### **SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)**

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies 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.

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

An offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

### **SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)**

Offerors must provide detail on 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 along with their titles and location(s) where work will be performed.

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

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

**Offerors must provide resumes for those personnel with names and title that will be assigned to complete the project as a separate attachment to Submittal Form B.**

#### **SEC. 4.05 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.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

#### **SEC. 4.06 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.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

#### **SEC. 4.07 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.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

#### **SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)**

If using subcontractors, the offeror must complete and submit this Submittal Form.

#### **SEC. 4.09 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.

## SECTION 5.EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the Technical portion of all responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

### SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: 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)	10
Understanding of the Project	(Submittal Form C)	15
Methodology Used for the Project	(Submittal Form D)	10
Management Plan for the Project	(Submittal Form E)	15

Total 50

Cost Criteria		Weight
Cost Proposal	(Submittal Form G)	40
Total		40

Preference Criteria		Weight
Alaska Offeror Preference (if applicable)		10
Total		10

**TOTAL EVALUATION POINTS AVAILABLE: 100**

### SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1, 5, or 10, with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score. PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror’s response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a score of 10. However, if the Offeror’s response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a score of 1.

After the PEC has scored, the scores for each section will be totaled and the following formula will be used to calculate the total amount of points awarded for each section:

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

Example (Max Points for the Section = 100):

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

**Offeror 1** was awarded 75 points:

Offeror Total Score (30)

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

**Offeror 2** was awarded 50 points:

Offeror Total Score (20)

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

**Offeror 3** was awarded 100 points:

Offeror Total Score (40)

$$\frac{\text{Offeror Total Score (40)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

## SEC. 5.04 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. 5.05 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. 5.06 METHODOLOGY USED FOR THE PROJECT (10%)**

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. 5.07 MANAGEMENT PLAN FOR THE PROJECT (15%)**

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. 5.08 CONTRACT COST (40%)**

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum

number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

**Example (Max Points for Contract Cost = 400):**

**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 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 400 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, 400 points.

**Offeror #2 receives 374.3 points.**

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$$

**Offeror #3 receives 336.8 points.**

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$$

**SEC. 5.09 ALASKA OFFEROR PREFERENCE (10%)**

Per 2 AAC 12.260, 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, which will be added to the offeror's overall evaluation score.

**Example:**

**Step 1**

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

$$1000 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska Offeror preference} = 100 \text{ Points for the preference}$$

**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 proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

### Step 3

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

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
Offeror #3	900 points (800 points + 100 points)

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

## SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director or procurement officer. 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. If contract negotiations are commenced, they may be held in the B216 conference room on the 2<sup>nd</sup> floor of the Alaska National Guard Armory Building in Joint Base Elmendorf-Richardson (JBER), Alaska.

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

## 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;
- 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 state contracts, 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 following website:

### [Application Of Preferences](#)

- 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)
- Alaska Veteran's Preference - AS 36.30.321(f)

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 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 STANDARD CONTRACT PROVISIONS**

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP 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, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), 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 that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

## **SEC. 6.15 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. 6.16 PROPOSAL AS PART OF THE CONTRACT**

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

## **SEC. 6.17 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. 6.18 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. 6.19 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 it is not in the best interest of the State.

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

## SEC. 6.20 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. 6.21 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. 6.22 ASSIGNMENT

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.

## SEC. 6.23 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this RFP are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, 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 RFP, 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.

## SEC. 6.24 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. 6.25 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

## SEC. 6.26 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 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. 6.27 SOLICITATION ADVERTISING

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

## SEC. 6.28 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 contact 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 7. ATTACHMENTS

### SEC. 7.01 ATTACHMENTS


**Attachments:**

- 1) Submittal Form G - Cost Proposal
- 2) Submittal Forms A - F
- 3) Standard Agreement Form for Professional Services (Sample Only);
- 4) Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions;
- 5) Anti-Terrorism Training;
- 6) Alaska Bidder Preference Certification;
- 7) Supplemental Requirements for DMVA/FMO Federally Funded Contracts 2013;
- 8) Offeror Checklist;
- 9) Figure 4: Conceptual Hydrology (External Attachment);
- 10) Figure 5: Previous Soil and Porewater Sample Locations Exceedances (External Attachment);
- 11) Figure 6: 2022 Remedial Actions Analytical Results (External Attachment).

## ATTACHMENT 1

# SUBMITTAL FORM G – COST PROPOSAL

SPECIAL REQUIREMENTS: This Submittal Form must identify the offeror’s proposed costs and must not exceed five pages (reference RFP section 4.02). The Offeror is permitted to use their own format instead of the provided form. This cost breakdown should reflect the cost of the scope of work including all travel, per diem and other cost associated contained in this RFP. The cost portion will not be evaluated but will be used to establish a contract with the successful Contractor.



-END OF ATTACHMENT 1-

**ATTACHMENT 2**  
**RFP SUBMITTAL FORMS A - G**  
**SUBMITTAL FORM A – OFFEROR INFORMATION**

*Revised February 2024*

**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 will not support or participate in a boycott of Israel. Failure to comply with this requirement may cause the state to reject the proposal as non-responsive or cancel the contract.	True   False
14	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
15	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
16	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
17	The offeror is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	True   False
18	Offeror certifies they comply with the laws of the State of Alaska.	True   False
19	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?

<input type="checkbox"/> Yes <input type="checkbox"/> 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:

## 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 4.02).

## 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 4.02).

## 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 4.02).

## 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 4.02).



## ATTACHMENT 3

### 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 ■	
<b>This contract is between the State of Alaska,</b>			
8. Department of ■		Division ■	hereafter the State, and
9. Contractor ■ hereafter the contractor			
Mailing Address ■	Street or P.O. Box ■	City ■	State ZIP+4 ■
10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.			
<b>ARTICLE 2. Performance of Service:</b>			
2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.			
2.2 Appendix B sets forth the liability and insurance provisions of this contract.			
2.3 Appendix C sets forth the services to be performed by the contractor.			
<b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins ■, and ends ■.			
<b>ARTICLE 4. Considerations:</b>			
4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$■ in accordance with the provisions of Appendix D.			
4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:			
11. Department of ■		Attention: Division of ■	
Mailing Address ■		Attention: ■	
<b>12. CONTRACTOR</b>			
Name of Firm ■		<b>14. CERTIFICATION:</b> 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.	
Signature of Authorized Representative ■			
Date ■			
Typed or Printed Name of Authorized Representative ■			
Title ■			
<b>13. CONTRACTING AGENCY</b>			
Department/Division ■		Signature of Head of Contracting Agency or Designee ■	
Date ■		Date ■	
Signature of Procurement Officer ■		Typed or Printed Name ■	
Typed or Printed Name of Procurement Officer ■		Title ■	
Title ■			

**NOTICE!** This contract has no effect until signed by the head of the contracting agency, procurement officer 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, 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, 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.**

- 5.1 The Procurement Officer, 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 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.
- 5.2 The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

**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.

-END OF ATTACHMENT 3-

**ATTACHMENT 4****Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

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

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

The prospective recipient of federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name of Representative: \_\_\_\_\_.

Title of Representative: \_\_\_\_\_.

Signature: \_\_\_\_\_.

Date: \_\_\_\_\_.

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

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

-END OF ATTACHMENT 4-

## ATTACHMENT 5 MANDATORY ANTI-TERRORISM TRAINING

In accordance with Department of Defense (DOD) Instruction 2000.16, all contract personnel working on site in the performance of a contract at a military site must obtain an Annual Antiterrorism Training Certificate before receiving a contract in the performance of the work.

Each individual working on site is required to complete Level I AT Awareness Training which is free and available online at <https://jko.jten.mil/courses/AT-level1/launch.html>. This is a two-hour course with a multiple-choice exam. Successful completion of the exam results in a written certificate that is that is good for one year from date of completion and may be used on any Department of Military and Veteran’s Affairs contract.

The contractor shall be responsible for providing the project manager with a copy of each individual’s Certificates of Training Completion, which will be maintained the contract file.

Contractors are encouraged to obtain the Level I Antiterrorism Awareness Training annually and to maintain certificates of each individual to expedite the contract award process.

Certificate(s) of Antiterrorism Training are not required when submitting a proposal. Contractor tendering a proposal must acknowledge below that if awarded a contract, each individual working on site will have a Certificate of Completion submitted to the project manager.

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

-END OF ATTACHMENT 5-



ATTACHMENT 6

ALASKA BIDDER PREFERENCE CERTIFICATION  
AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: \_\_\_\_\_

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: \_\_\_\_\_

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: \_\_\_\_\_

City: \_\_\_\_\_

ZIP: \_\_\_\_\_

“**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 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: \_\_\_\_\_

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: \_\_\_\_\_

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 partner by name: \_\_\_\_\_

**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 \_\_\_\_\_ and all information on this form is true and correct to the best of my knowledge.

Printed Name

Title

Date

Signature

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-END OF ATTACHMENT 6-

## ATTACHMENT 7

### Supplemental Requirements for DMVA / FMO Federally Funded Contracts | 2013

#### Section 801. Applicable Law.

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

#### Section 802. Governing Regulations.

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

#### Section 803. Nondiscrimination.

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

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

#### Section 804. Lobbying.

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

**Section 805. Drug-Free workplace.**

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

**Section 806. Environmental Protection.**

- A.** The contractor and all parties, under this contract, agree that its performance under this Agreement shall comply with:
- i. The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414).
  - ii. Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder.
  - iii. The Resources Conservation and Recovery Act (RCRA).
  - iv. The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA).
  - v. The National Environmental Policy Act (NEPA).
  - vi. The Solid Waste Disposal Act (SWDA)).
  - vii. The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31.
  - viii. To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
- B.** In accordance with the EPA rules, the party further agrees to also identify to the awarding agency (*State of Alaska | Department of Military and Veterans Affairs | Facilities Management Office*) any impact this award may have on:
- i. The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
  - ii. Flood-prone areas and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
  - iii. Coastal zones and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
  - iv. Coastal barriers and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
  - v. Any existing or proposed component of the National Wild and Scenic Rivers System and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

- vi. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

#### **Section 807. Use of United States Flag Carriers.**

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

#### **Section 808. Debarment and Suspension.**

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

#### **Section 809. Buy American Act.**

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

#### **Section 810. Uniform Relocation Assistance and real Property Acquisition Policies**

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

#### **Section 811. Copeland “Anti-Kickback” Act.**

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

#### **Section 812. Contract Work Hours and Safety Standards Act.**

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

### **Section 813. Central Contractor Registration and Universal Identifier Requirements.**

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

#### **Requirement for Central Contractor Registration (CCR)**

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

#### **A. Requirement for Data Universal Numbering System (DUNS) Numbers**

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

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

#### **B. Definitions**

- i. For purposes of this award term: DUN'S number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- ii. Entity, as it is used in this award term, means all the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe.
  - b. A foreign public entity.
  - c. A domestic or foreign nonprofit organization.
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- iii. Sub-award:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - c. A sub-award may be provided through any legal agreement, including an agreement that you consider a contract.
- iv. Sub-recipient means an entity that:

- a. Receives a sub-award from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the sub-award.

#### Section 814. Reporting Sub-awards and Executive Compensation

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

##### A. Reporting of first-tier sub-awards

- i. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).
- ii. Where and when to report.
  - a. You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrc.gov>.
- v. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the [www.sam.gov](http://www.sam.gov) Internet site.
- vi. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2012, the obligation must be reported by no later than December 31, 2012).
- iii. What to report. You must report the information about each obligating action that the submission instructions posted at <https://www.fsrc.gov> specify.

##### B. Reporting Total Compensation of Recipient Executives.

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

- ii. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
  - a. As part of your registration profile at <https://www.sam.gov>.
  - b. By the end of the month following the month in which this award is made, and annually thereafter.

### C. Reporting of Total Compensation of Sub-recipient Executives

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

### D. Exemptions

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

### E. Definitions.

For purposes of this award term:

- i. Entity means all the following, as defined in 2 CFR part 25:
  - a. A Governmental organization, which is a State, local government, or Indian tribe.
  - b. A foreign public entity.
  - c. A domestic or foreign nonprofit organization.
  - d. A domestic or foreign for-profit organization.
  - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Sub-award:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iv. Sub-recipient means an entity that:
  - a. Receives a sub-award from you (the recipient) under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the sub-award.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - a. Salary and bonus.
  - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
  - d. Change in pension value. This is the change 'In present value of defined benefit and actuarial pension plans.
  - e. Above-market earnings on deferred compensation which is not tax-qualified.
  - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

**Contractor Acknowledgement and Acceptance:**

---

**Contractor Business  
Entity Name**

---

**Signature – Authorized Representative**

**Date**

-END OF ATTACHMENT 7-

## ATTACHMENT 8

### OFFERORS CHECKLIST

This checklist is being provided as a courtesy to offerors when preparing and submitting their proposal. It may not be an all-inclusive list. It is the offeror's responsibility to ensure all required documents and information is submitted as specified within this RFP no later than the Deadline for Receipt of Proposal.

A. The following items are required to be completed and returned by the offeror with their proposal:

- 1) \_\_\_\_\_ A completed Submittal Form G - Cost Proposal (Attachment 1 to this RFP), and
- 2) \_\_\_\_\_ Completed Submittal Forms F – G (Attachment 2 to this RFP), and
- 3) \_\_\_\_\_ A completed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment 4 of this RFP), and
- 4) \_\_\_\_\_ A completed Mandatory Anti-Terrorism Training form (Attachment 5 to this RFP), and
- 5) \_\_\_\_\_ A completed Supplemental Requirements for DMVA / FMO Federally Funded Contracts | 2013 form (Attachment 7 to this RFP), and
- 6) \_\_\_\_\_ Any Mandatory Return Amendment(s) to this RFP if any are issued by DMVA/DAS Procurement.

B. The following items are required **only** if the Offeror is claiming an Alaska Bidder, Veteran, or other preference:

- 1) \_\_\_\_\_ A completed Certification of Entitlement To The Alaska Bidder Preference (Attachment 6 to this RFP).
- 2) \_\_\_\_\_ A copy of the Certification Letter from the Department of Labor and Workforce Development, Division of Vocational Rehabilitation, if claiming the Employment Program or Alaskans with Disabilities preference.

**Failure to complete and submit the above items with your proposal may result in your offer being considered nonresponsive and being rejected by the State.**

**-END OF ATTACHMENT 8-**