



STATE OF ALASKA
Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
49000 Army Guard Road, Suite B105B
P.O. Box 5800
Joint Base Elmendorf-Richardson, Alaska 99505

Informal Request For Proposals

IRFP 091-0018-14

Date of Issue: June 12, 2013

Date Proposals Due: 2:00 p.m. on June 27, 2013

Title and Purpose of IRFP

Spill Prevention, Control and Countermeasure/Installation Spill Contingency Plans (SPCC/ISPC) Update and HAZMAT Inventory

The State of Alaska, Department of Military and Veterans Affairs, Construction and Facilities Management Office is seeking competitive proposals for a qualified contractor to amend and update existing Spill Prevention, Control and Countermeasure/Installation Spill Contingency Plans and conduct a HAZMAT Inventory for the Alaska Army National Guard.

Offerors Are Not Required To Return This Form.

Important Notice: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

//SIGNED ORIGINAL ON FILE//

Jim Sonnier
Procurement Officer
Department of Military and Veterans Affairs

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit one original and three signed copies of their technical proposal, and one original cost proposal in writing, to the procurement officer in a sealed envelope. It must be addressed as follows:

Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
Attention: Jim Sonnier
Informal Request for Proposal (IRFP) Number: 091-0018-14
Project name: SPCC/ISPC Plans Update and HAZMAT Inventory
49000 Army Guard Road, Suite B105B
P.O. Box 5800
Joint Base Elmendorf-Richardson, Alaska 99505

Proposals must be received no later than 2:00 P.M., Alaska Time on June 27, 2013. Fax proposals are acceptable but not encouraged. Oral proposals are not acceptable.

An offeror's failure to submit its proposal in its entirety prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

PROCUREMENT OFFICER: Jim Sonnier – PHONE 907-428-7109 - FAX 907-428-7101 – EMAIL
MVA.DASProcurement@alaska.gov

1.02 Contract Term and Work Schedule

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

The length of the contract will be from the date of award, approximately July 8, 2013, until completion, approximately October 1, 2013. All work must be completed prior to October 1, 2013.

Unless otherwise provided in this IRFP, the State and the successful offeror/contractor agree: (1) that any holding over 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) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

The approximate contract schedule is as follows:

- Issue IRFP on June 12, 2013,
- Pre-Proposal Conference 10:00 a.m. local Alaska time on June 19, 2013,
- Deadline for Receipt of Proposals 2:00 p.m. local Alaska time on June 27, 2013,

- Proposal Evaluation Committee complete evaluation by July 1, 2013,
- State of Alaska issues Notice of Award of a Contract approximately July 3, 2013,
- State of Alaska issues contract July 3, 2013,
- Contract start July 8, 2013,
- Contract ends October 1, 2013.

1.03 Purpose of the IRFP

The Department of Military and Veterans Affairs (DMVA), Facilities Management Office (FMO), is soliciting proposals for a qualified contractor to amend and update existing Spill Prevention, Control and Countermeasure/Installation Spill Contingency Plans and conduct a HAZMAT Inventory for the Alaska Army National Guard. A more detailed description including Scope of Work can be found in Sections 4 and 5 of this document.

1.04 Budget

The Department of Military and Veterans Affairs, Facilities Management Office, estimates a budget of less than \$50,000.00 dollars for completion of this project. Because this project is being solicited under the small procurement provisions of the State of Alaska Procurement Code, **proposals priced at more than \$50,000.00 will be considered non-responsive.**

1.05 Location of Work

The location(s) the work is to be performed, completed and managed is at various locations within the State of Alaska as shown in the Scope of Work.

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 the required number of staff to make the number of trips required to complete the work at the locations specified in this IRFP. Travel to other locations will not be required at this time.

By signature on their proposal, the offeror certifies that:

- (a) all services provided under this contract by the contractor and all subcontractors shall be performed in the United States; and
- (b) 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: <http://www.state.gov/g/tip/>

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

1.06 Assistance to Offerors with a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this IRFP 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.

1.07 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the time set for opening.

1.08 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed 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 IRFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the IRFP. The procurement officer will make that decision.

Deadline for receipt of questions is 3:00 p.m. local Alaska time on June 20, 2013.

1.09 Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the IRFP and to those who have registered with the procurement officer as having downloaded the IRFP from the State of Alaska Online Public Notice web site.

1.10 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.

1.11 Right of Rejection

Offerors must comply with all of the terms of the IRFP, 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 IRFP.

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

1.12 State Not Responsible for Preparation Costs

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

1.13 Disclosure of Proposal Contents

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.14 Subcontractors

The successful offeror is the one who must have the PE and be the primary composer/writer of the SPCC.

Subcontractors may, under the direction of the PE, be used to perform site visits and HAZMAT inventory 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.

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

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;

- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

1.15 Joint Ventures

Joint ventures will not be allowed.

1.16 Offeror's Certification

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

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this IRFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

1.17 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner, Department of Military and Veterans Affairs, reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.18 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.

1.19 Solicitation Advertising

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

1.20 News Releases

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

1.21 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.

1.22 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.23 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.

1.24 Anti-Terrorism Training

A contract under this solicitation may involve access to, or performance of work on, a federal military installation. In the interest of safety and security of the installation, the State of Alaska, Department of Military and Veterans Affairs, asks that contractors, subcontractors, and their employees complete Anti-Terrorism Level I training prior to beginning any work on a contract resulting from this solicitation. The online based training is free and can be accessed at <https://atlevel1.dtic.mil/at>. Failure of a contractor, subcontractor, or their employees to complete this training **will not** impact evaluation or award of a contract resulting from this solicitation.

1.25 Federal Requirements

Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the federal government. **Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment 6) must be completed and submitted with your proposal.**

If subcontractors are allowed, or a bidder is submitting a quote involving subcontractors, the bidder must include completed Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions for each subcontractor in their quote.

For DMVA/FMO Contracts. The contractor selected for award of a contract resulting from this solicitation will be required to complete the information at the bottom of Page 7 of the attached DMVA FMO Supplemental Requirements for DMVA\FMD Federally Funded Contracts 2013 prior to finalizing the contract. Failure to complete and return this page within the timeframe designated by the state will result in cancellation of the award and the contract will be awarded to the next lowest bidder or most advantageous offeror.

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

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

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

2.02 Pre-proposal Conference

A **NON-MANDATORY** pre-proposal meeting has been scheduled for **10:00 a.m.** local Alaska time on **June 19, 2013 in the B216 Conference Room** at the Alaska National Guard Armory, Camp Denali, 49000 Army Guard Road, Joint Base Elmendorf-Richardson, Alaska, 99505. Camp Denali is located on the Fort Richardson side of Joint Base Elmendorf-Richardson.

The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the IRFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting. Contact DAS Procurement at 907-428-7109 or via EMail to MVA.DASProcurement@alaska.gov for updated information on the conference.

Base security can be problematic so if you plan on attending in person, please let us know by 2:30 p.m. local time on June 17, 2013 so we can complete the necessary paperwork with the front gate or, attendees may attend via teleconference by scheduling with the Procurement Officer in advance.

NOTE: If vendors cannot attend this meeting, please forward your questions to the procurement officer so that they can be addressed at the pre-proposal meeting and responded to in any subsequent amendment. **A call in conference call number will be made available to those offerors who register with the DMVA Procurement Officer. Please request the conference call in number and pass code when you email us.**

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.

2.03 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.

2.04 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.

2.05 Supplemental Terms and Conditions

Proposals must comply with Section 1.11 **Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this IRFP or that diminish the state's rights under any contract resulting from the IRFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the IRFP, the term or condition of the IRFP will prevail; and
- b) 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.

2.06 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 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 proposal evaluation committee may be adjusted as a result of a clarification under this section.

2.07 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 IRFP and proposal. Discussions will be limited to specific sections of the IRFP 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 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.

2.08 Prior Experience

No specific minimums have been set for this IRFP.

2.09 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 SEVEN of this IRFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the IRFP, 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.

2.10 Vendor Tax ID

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

2.11 F.O.B. Point

All deliverables required by this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs of required deliverables to Joint Base Elmendorf-Richardson, Alaska, 99505.

2.12 Alaska Business License and Other Required Licenses

Prior to approval of a contract resulting from this IRFP the successful contractor must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Offerors must submit evidence of a valid Alaska business license before a contract will be signed. An offeror's failure to submit this evidence within the timeframe designated by the State will cause their proposal to be determined non-responsive. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license with the correct NAICS code;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;

- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit 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.
- Mining licenses issued by Alaska Department of Revenue.

2.13 Application of Preferences – Deleted.

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

2.14 5 Percent Alaska Bidder Preference – Deleted. AS 36.30.170 & 2 AAC 12.260

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

2.15 5 Percent Alaska Veteran Preference – Deleted. AS 36.30.175

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

2.16 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular IRFP. See section SEVEN to determine the value, or weight of cost for this IRFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

| | |
|----------------------------------|----------|
| Offeror #1 - Non-Alaskan Offeror | \$40,000 |
| Offeror #2 - Alaskan Offeror | \$42,750 |
| Offeror #3 - Alaskan Offeror | \$47,500 |

[STEP 2]

Convert cost to points using this formula.

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

The IRFP allotted 40% (40 points) of the total of 100 points for cost.

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

$$\begin{array}{r} \$40,000 \\ \text{Lowest} \\ \text{Cost} \end{array} \times \begin{array}{r} 40 \\ \text{Max} \\ \text{Points} \end{array} = 1,600,000 \div \begin{array}{r} \$42,750 \\ \text{Offeror \#2} \end{array} = \begin{array}{r} 37.4 \\ \text{Points} \end{array}$$

Offeror #3 receives 33.7 points.

$$\begin{array}{r} \$40,000 \\ \text{Lowest} \\ \text{Cost} \end{array} \times \begin{array}{r} 40 \\ \text{Max} \\ \text{Points} \end{array} = 1,600,000 \div \begin{array}{r} \$47,500 \\ \text{Offeror \#3} \end{array} = \begin{array}{r} 33.7 \\ \text{Points} \end{array}$$

**2.17 Alaska Offeror Preference – Deleted.
 AS 36.30.250 & 2 AAC 12.260**

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

2.18 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS 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 2nd floor of the Alaska National Guard Armory, Joint Base Elmendorf-Richardson, Alaska.

If the contract negotiations take place in Joint Base Elmendorf-Richardson, Alaska, the offeror will be responsible for their travel and per diem expenses.

2.19 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.

2.20 Notice of Award of a Contract (NOA) — Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Award of a Contract (NOA) and send copies to all offerors. The NOA will set out the names of all offerors and identify the proposal selected for award.

2.21 Protest

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

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 Award of a 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:

- a. the name, address, and telephone number of the protester;
 - b. the signature of the protester or the protester's representative;
 - c. identification of the contracting agency and the solicitation or contract at issue;
 - d. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (b) 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."

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

This contract is a FIRM FIXED PRICE contract.

3.02 Contract Approval

This IRFP 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.

3.03 Standard Contract Provisions

The selected contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.04 Proposal as a Part of the Contract

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

3.05 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 IRFP and will not affect the proposal evaluations.

3.06 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B2, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B2 must be set out in the offeror's proposal.

3.07 Bid Bond - Performance Bond - Surety Deposit – Deleted.

3.08 Contract Funding

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

3.09 Proposed Payment Procedures

The state will make a single payment when all of the deliverables are received and the contract is completed and approved by the project manager. Payment will be NET 30 days.

3.10 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.

3.11 Informal Debriefing

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

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 manager. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

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 manager. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project manager 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.

3.14 Termination for Default

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

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

3.15 Liquidated Damages – Deleted.

3.16 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 manager 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 project manager 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.

3.17 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

3.18 Nondisclosure and Confidentiality

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information.

“Reasonable care” means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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.

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

The FMD/ENV maintains and operates approximately 70 facilities and training areas for the AKARNG in support of unit mission requirements, environmental compliance standards, and energy efficiencies. These facilities and training areas are located throughout the State of Alaska. Many of them are in remote areas accessible only by small aircraft or seasonally by watercraft. Additionally, sites often have limited local resources and are subject to extreme climatic conditions. Many facilities do not have soldiers actively assigned to them or only during occasional training events.

- a. In accordance with the requirements set forth in 40 CFR § 112, facility Spill Prevention, Control and Countermeasure/Installation Spill Contingency Plans (SPCC/ISCP) are required to be reviewed and developed and/or amended every five years.
- b. To fulfill the principles set forth in 40 CFR § 112 there are existing SPCC/ISC plans; Updates to existing plans are required.
- c. Hazardous Materials are periodically collected at remote AKARNG sites. In order to facilitate tracking and disposal of these assets, the DMVA-FMD/ENV requires a current inventory of accumulated materials.

SECTION FIVE SCOPE OF WORK

5.01 Purpose

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

5.02 Scope of Services

a. AMEND SPCC/ISC PLANS:

- (1) Current SPCCs shall be reviewed and updated for the locations specified in the attached *Site List for SPCC/ISC Plans*
- (2) The Contractor shall visit each identified facility
 - (a) Each AKARNG location shall be evaluated, on-site, by a Professional Engineer currently registered in the State of Alaska or an agent of that engineer.
 - (b) The existing SPCC/ISC Plans shall be studied for each facility to be visited for familiarization with the facility operations. Existing plans shall be provided electronically.
- (3) Deliverables shall include both draft and final plans. Contractor shall be required to constructively resolve any and all DMVA-FMD/ENV comments and concerns.
- (4) Revised final plans shall be delivered NLT 30 days before current SPCC expires or the end of the contract period.

b. INVENTORY HAZARDOUS MATERIALS:

- (1) While contractor is on-site at each location listed in the attached Site List for SPCC/ISC Plans, they will inventory and photograph any hazardous materials found for future removal by DMVA. Locations where an inventory is not needed are indicated in the attached Site List for SPCC/ISC Plans.
- (2) Materials will generally consist of, but are not limited to, batteries, paints, lubes, and old military decontamination kits.
- (3) The inventory will consist of the following:
 - (a) A numbered label on each item (template will be provided by DMVA)
 - (b) At least one digital photograph of each item showing inventory label and product information
 - (c) A written inventory (template will be provided by DMVA) which may be in legible handwriting or typed.
- (4) At a minimum, the written inventory will include:
 - (a) An item description
 - (b) Manufacturer
 - (c) Part number and/or National Stock Number
 - (d) Item quantity
 - (e) Estimated weight
- (5) Before going to each site, the contractor will coordinate with and be briefed by the Hazardous Waste Manager for site-specific instructions and inventory template.

c. SCHEDULES. The Contractor shall coordinate closely with the DMVA-FMD/ENV office in scheduling site visits to avoid interference with other projects and to coordinate with our Tribal Liaison Manager. Site visits and schedules shall be approved by the DMVA-FMD/ENV office prior to commencement.

d. MAPS. The revised SPCC/ISC plans shall include at least three maps to include:

- (1) State/Area map
- (2) Community map (Aerial photographs of the area will be provided by FMO-ENV)
- (3) Site map

e. SITE MAPS. The Contractor shall use existing site plans to the extent practical and shall make corrections based upon actual information gleaned during site visits. Minimum data to be shown on site map include:

- (1) Structural footprints
- (2) Building access points
- (3) Tank location(s) and contents
- (4) Type and location of ancillary equipment
- (5) Fuel system emergency valve(s)/shut down(s)
- (6) Additional site features such as conex units, drums, outbuildings, etc.
- (7) Roads, boardwalks, and/or trails
- (8) Significant surface features that might prevent or promote surface drainage such as culverts, pipelines, and utility corridors
- (9) Hazardous material storage lockers
- (10) Daytank(s) and interior/exterior piping
- (11) Surface drainage information and direction
- (12) General site topography, and direction/distance to nearest potentially impacted navigable water body
- (13) Approximate location of subject and adjacent property lines
- (14) Map north orientation arrow, map scale, features key, and map legend

f. SPCC/ISC PHOTOGRAPHS:

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

g. SPCC/ISC REPORTS:

- (1) The Contractor shall report as soon as practicable any condition that is unusual, hazardous to human health or environment, new or recent soil staining, and/or any situation which potentially constitutes a violation of the Clean Water Act, 40 CFR § 112 and/or Army Regulation 200-1.
- (2) The Contractor shall provide a spreadsheet containing a separate line item for each facility addressing draft, final AKARNG review, and final Draft submission dates. This spreadsheet is to be updated as reports are submitted (with the date each plan draft is actually submitted) and provided to the AKARNG Project Manager on a monthly basis during the contract period.
- (3) The Contractor shall provide a spreadsheet which shall be updated monthly with information concerning fuel tank inspections. The spreadsheet shall reflect the status of present or absent tank features and include the following columns:
 - (a) Site Name
 - (b) Each individual Tank ID

- (c) All relevant/required tank equipment such as cam lock fitting, vent whistle, remote monitoring components and security measures
- (d) Other applicable notes and information

5.03 SPCC/ISC Plan

The Contractor shall prepare/revise and make administrative and other changes, as needed, for each SPCC/ISC Plan in accordance with requirements set forth in 40 CFR § 112, Army Regulation 200-1/Chapter 4 and 7, applicable Federal laws, and state/local environmental regulations.

- a. **SPCC/ISC PLAN:** The forward portion of each document will contain the site's ISC; followed by the SPCC. The two plans shall be clearly separated.
- b. **SPCC/ISC PLAN FORMAT/OUTLINE:** The Contractor shall follow the SPCC/ISC Plan outline in the attached SPCC/ISC Outline. Any deviations from this format shall be reviewed and approved by the DMVA-FMD/ENV office.

5.04 Plan Submittals

- a. **DRAFT SPCC/ISC PLAN:** The Contractor shall prepare a Draft SPCC/ISC Plans for each location listed in the attached Site List for SPCC/ISC Plans. The Contractor shall allow AKARNG staff review periods of approximately three weeks per draft plan.
- b. **FINAL SPCC/ISC PLAN:** The Contractor shall provide a preliminary Final SPCC/ISC Plan for regulatory review, if necessary. Upon completion of the reviews, the Contractor shall incorporate all AKARNG and regulatory agency review comments/corrections into the Final SPCC/ISC Plans.

5.05 Deliverables

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

Plan deliverables are:

- (1) One complete copy each of the Draft and Preliminary Final SPCC/ISC Plans for each facility
- (2) Draft and Preliminary Final SPCC/ISC Plans shall be clipped, not stapled or bound, to allow for ease of copying
- (3) Final SPCC/ISC Plans
 - (a) Three printed copies
 - (b) One laminated copy on cardstock
 - (c) One electronic copy on a computer CD formatted in both Adobe Portable Document Format (PDF) and Microsoft Word 2003 or later version
 - (d) Normal page (1") margins utilizing standard font types and sizes
 - (e) All copyrighted portions of the document including aerial photographs should be formatted in Adobe PDF and imbedded within the MS Word document
 - (f) A separate CD shall be provided for each facility SPCC/ISC plan
 - (g) One copy of each final report shall contain an original, single-sided, copy-ready layout, including photographs for making future prints
 - (h) Final documents (except the copy-ready layout) shall be individually bound for distribution

- (i) Final plans (except the copy-ready layout) shall be produced with text printed on both sides of recycled paper to the maximum extent practical

b. HAZARDOUS MATERIAL INVENTORY AND PHOTOGRAPHS. The contractor shall submit one separate CD containing HAZ-MAT photographs and inventory information. All photographs must be taken with a 10 megapixels or greater camera at the fullest resolution available. All photographs must be formatted as Joint Photographic Experts Group (jpg) images.

c. SUSPENSES: The Contractor shall be required to meet established suspense dates as approved by the DMVA-FMD/ENV office.

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

5.06 Point of Contact

The Contractor shall submit to the AKARNG Project Manager a detailed project schedule within five working days of receipt of notice to proceed. The schedule shall include a timeline chart of activities showing project task activities, field site activities, a description of project staffing and responsibilities, appropriate milestones, identification of decision points, deliverable dates, review times, and key schedule responsibilities. If, for any reason, the schedule is changed or modified, the Contractor shall provide an amended schedule as soon as possible. Amended schedules shall not be permitted to affect previously scheduled milestones that were to occur within five working days of an amended schedule submission date. Schedule revisions shall not be effective until approved.

a. AKARNG WATER PROJECT MANAGER:

Donald Flournoy
907-428-6861 phone
907-428-6897 Fax
donald.flournoy@alaska.gov

b. AKARNG HAZ-WASTE PROJECT MANAGER:

Jennifer Strause
907-428-6898 phone
907-428-6897 Fax
jennifer.strause@alaska.gov

c. AKARNG ALTERNATE PROJECT MANAGER:

Timothy Roy
907- 428-6885 phone
907- 428-6897 Fax
tim.roy@alaska.gov

5.07 Additional Requirements Upon the Contractor Include

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

5.08 Applicable Documents

The historical SPCC information is available as historical site information only. Contractor is responsible for confirmation of actual site conditions and data.

5.09 Work Schedule

- a. This contract action is subject to federal reimbursement. The performance period for the contract shall not extend beyond October 1, 2013.
- b. The contract term and work schedule set out herein represent the State's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days. However the contract start date will remain the same.

5.10 Enclosures

- 1. Site List for SPCC/ISC Plans – 2013
- 2. SPCC/ISC Outline

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this IRFP and provide all information requested.

6.02 Introduction

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

Proposals must confirm that the offeror will comply with all provisions in this IRFP. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

Proposals should include the offerors Alaska Business License number and the DUNS number or Cage Code number showing enrollment in the Federal System for Awards Management (SAM).

6.03 Understanding of the Project

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

6.04 Methodology Used for the Project

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.

6.05 Management Plan for the Project

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.

6.06 Experience and Qualifications

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

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

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

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

6.07 Cost Proposal

Cost proposals must include an itemized list of 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.

Do Not include any cost information with or within the technical proposal. Cost information is to be included only within the cost proposal.

Submit only one signed cost proposal AND the completed DMVA Total Contract Cost form (Attachment 9) in a separately sealed envelope with your offer.

6.08 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section SEVEN.

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.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

7.01 Understanding of the Project (20 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

7.02 Methodology Used for the Project (12 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the IRFP?
- [b] How well does the methodology match and achieve the objectives set out in the IRFP?
- [c] Does the methodology interface with the time schedule in the IRFP?
- [d] To what degree is the proposal practical and feasible?

7.03 Management Plan for the Project (8 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the IRFP?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

- [f] Does it appear that the offeror can meet the schedule set out in the IRFP?
- [g] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the IRFP?
- [h] To what extent has the offeror identified potential problems?

7.04 Experience and Qualifications (20 Percent)

Proposals will be evaluated against the questions set out below:

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?

Questions regarding the firm:

- [c] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [d] Has the firm provided a list of at least three references or letters of reference from previous clients?

7.05 Contract Cost (40 Percent)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

7.06 Alaska Offeror Preference – Deleted.

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

SECTION EIGHT ATTACHMENTS

8.01 Attachments

Attachments

1. Proposal Evaluation Form (4 pages)
2. Standard Agreement Form with Appendix A (3 pages)
3. Appendix B2, Insurance (1 page)
4. Notice of Award of a Contract (1 page)
5. Checklist (1 page)
6. Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (2 pages)
7. DMVA/FMO Federally Funded Contracts Supplemental Requirements (8 pages)
8. Cost Estimate Worksheet (1 page; also submitted as a separate MS Excel file)
9. Total Contract Cost Form (1 page)
10. Proposal Responsiveness Checklist (1 page)
11. Site List for SPCC/ISC Plans – 2013 (1 page)
12. SPCC/ISC Outline (1 page)

PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

IRFP Number 091-0018-14, SPCC/ISPC Plans Update and HAZMAT Inventory

EVALUATION CRITERIA AND SCORING

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

7.01 Understanding of the Project—20 Percent

Maximum Point Value for this Section - 20 Points

100 Points x 20 Percent = 20 Points

Proposals will be evaluated against the questions set out below.

[a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES _____

[c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

EVALUATOR'S NOTES _____

[d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.02 Methodology Used for the Project—12 Percent

Maximum Point Value for this Section - 12 Points
100 Points x 12 Percent = 12 Points

Proposals will be evaluated against the questions set out below.

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the IRFP?

EVALUATOR'S NOTES _____

- [b] How well does the methodology match and achieve the objectives set out in the IRFP?

EVALUATOR'S NOTES _____

- [c] Does the methodology interface with the time schedule in the proposal?

EVALUATOR'S NOTES _____

- [d] To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03 Management Plan for the Project—8 Percent

Maximum Point Value for this Section - 8 Points
100 Points x 8 Percent = 8 Points

Proposals will be evaluated against the questions set out below.

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the IRFP?

EVALUATOR'S NOTES _____

- [b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES _____

[c] Is the organization of the project team clear?

EVALUATOR'S NOTES _____

[d] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES _____

[e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

EVALUATOR'S NOTES _____

[f] Does it appear that offeror can meet the schedule set out in the IRFP?

EVALUATOR'S NOTES _____

[g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the IRFP?

EVALUATOR'S NOTES _____

[h] To what extent has the offeror identified potential problems?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04 Experience and Qualifications—20 Percent

Maximum Point Value for this Section - 20 Points
100 Points x 20 Percent = 20 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES _____

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the IRFP requires?

EVALUATOR'S NOTES _____

Questions regarding the firm.

[c] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES _____

[d] Has the firm provided a list of at least three references or letters of reference from previous clients?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.04 _____

EVALUATOR'S SUBTOTAL, 7.01 THROUGH 7.04 _____

7.05 Contract Cost — 40 Percent

NOTE: COST WILL BE EVALUATED BY THE PROCUREMENT OFFICER.

Maximum Point Value for this Section - 40 Points
100 Points x 40 Percent = 40 Points

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.16.

EVALUATOR'S POINT TOTAL FOR 7.05 _____

7.06 Alaska Offeror Preference — DELETED.

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

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS _____

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

| | | | |
|---------------------------|----------------------------|-----------------------------------|---------------------------------------|
| 1. Agency Contract Number | 2. DGS Solicitation Number | 3. Financial Coding | 4. Agency Assigned Encumbrance Number |
| 5. Vendor Number | 6. Project/Case Number | 7. Alaska Business License Number | |

This contract is between the State of Alaska,

| | | |
|------------------|----------|--------------------------|
| 8. Department of | Division | hereafter the State, and |
|------------------|----------|--------------------------|

| | |
|---------------|--------------------------|
| 9. Contractor | hereafter the Contractor |
|---------------|--------------------------|

| | | | | |
|-----------------|--------------------|------|-------|-------|
| Mailing Address | Street or P.O. Box | City | State | ZIP+4 |
|-----------------|--------------------|------|-------|-------|

10.

ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service:

2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ _____ in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

| | |
|-------------------|------------------------|
| 11. Department of | Attention: Division of |
|-------------------|------------------------|

| | |
|-----------------|------------|
| Mailing Address | Attention: |
|-----------------|------------|

| | | | |
|--|------|---|------|
| 12. CONTRACTOR | | <p>14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p> | |
| Name of Firm | | | |
| Signature of Authorized Representative | Date | | |
| Typed or Printed Name of Authorized Representative | | | |
| Title | | | |
| 13. CONTRACTING AGENCY | | Signature of Head of Contracting Agency or Designee | Date |
| Department/Division | Date | | |
| Signature of Project Director | | | |
| Typed or Printed Name of Project Director | | | |
| Title | | | |

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

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with 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 a contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. 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.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to 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.

SAMPLE

APPENDIX B²
INDEMNITY AND INSURANCE

Article 1. 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.

Article 2. Insurance

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 Contracting Officer prior to beginning work and must provide for a notice of cancellation, nonrenewal, 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.

2.1 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.

2.2 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 occurrence.

2.3 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 occurrence.

2.4 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 Occurrence/Annual Aggregate |
| \$100,000-\$499,999 | \$500,000 per Occurrence/Annual Aggregate |
| \$500,000-\$999,999 | \$1,000,000 per Occurrence/Annual Aggregate |
| \$1,000,000 or over | Refer to Risk Management |

Offeror's Signature

Printed Name

Date

NOTICE OF AWARD OF A CONTRACT



Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
49000 Army Guard Road, Suite B105B
P.O. Box 5800
Joint Base Elmendorf-Richardson, Alaska 99505

THIS IS NOT AN ORDER

DATE ISSUED: _____

IRFP NO.: 091-0018-14

IRFP OPENING DATE: _____, 2012

IRFP SUBJECT: SPCC/ISPC Update and HAZMAT Inventory

PROCUREMENT OFFICER: Jim Sonnier

SIGNATURE: _____

This is notice of the state's award of a contract. This notice is being provided in accordance with 2 AAC 12.695. The figures shown here are a tabulation of the offers received with the apparent awardee indicated. A participant who wishes to protest this Notice of Award must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. To be accepted, a protest shall contain the information required by AS 36.30.560. Bidder(s) identified here as the apparent awardee is instructed not to proceed until a Purchase Order, Delivery Order, Contract Award, or other form of notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Delivery Order, Contract Award, or other form of notice of award does so without a contract and at their own risk. AS 36.30.365.

| Bidder | Responsive? | Points | Award |
|--------|-------------|--------|-------|
| | | | |
| | | | |
| | | | |
| | | | |

LEGEND: YES -- AWARD TO OFFEROR
YES -- RESPONSIVE OFFER
No -- NON-RESPONSIVE OFFER

SUMMARY

XXX proposals were received for the SPCC/ISPC Update and HAZMAT Inventory IRFP. _____ provided the best value offer by the Proposal Evaluation Committee and will be awarded the contract. Please contact Jim Sonnier via email at MVA.DASProcurement@alaska.gov if you have any questions or concerns. Thank you for your participation in this procurement process.

IRFP 091-0018-14, SPCC/ISPC Plans Update and HAZMAT Inventory

ATTACHMENT 5

CHECKLIST

The following must be included in the proposal package and received prior to the proposal due date and time:

- _____ 1. One original and three copies of the proposal, in a sealed envelope addressed as indicated in Section 1.01, submitted before the proposal due date and time.
- _____ 2. One signed copy of Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, in the proposal package submitted before the proposal due date and time.
- _____ 3. Cost Proposal:
 - _____ One signed Total Contract Cost form **AND**
 - _____ One original cost estimate worksheet
 - _____ Submitted in a separate sealed envelope in the proposal package before the proposal due date and time.
- _____ 4. One signed copy of any or all Mandatory Return Amendment(s) in the proposal package submitted before the proposal due date and time.

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

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

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

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

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

Name and Title of Authorized Representative

Signature

Date

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO

2. If Yes, please provide either the DUNS Number _____ **or**
the Cage Code _____.

3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving Federal funds. Failure to do so will result in cancellation of the contract.

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.

Section 801. Applicable Law.

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

Section 802. Governing Regulations.

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

Section 803. Nondiscrimination.

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

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

Section 804. Lobbying.

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

Section 805. Drug-Free work Place.

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

Section 806. Environmental Protection.

- A. The contractor and all parties, under this contract, agree that its performance under this Agreement shall comply with:

- i. The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
 - 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:

A. Requirement for Central Contractor Registration (CCR)

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

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

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

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

C. Definitions

For purposes of this award term:

- i. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the www.sam.gov Internet site .
- ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- iv. Sub-award:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A sub-award may be provided through any legal agreement, including an agreement that you consider a contract.
- v. Sub-recipient means an entity that:

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

Section 814. Reporting Sub-awards and Executive Compensation

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

A. Reporting of first-tier sub-awards

- i. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as 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.fsrs.gov>.
 - b. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2012, the obligation must be reported by no later than December 31, 2012).
- iii. What to report. You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives.

- i. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received—
 - i) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,
 - ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,
 - a) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- ii. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - a. As part of your registration profile at <https://www.sam.gov>.

- b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Sub-recipient Executives

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

D. Exemptions

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

E. Definitions. For purposes of this award term:

- i. Entity means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Sub-award:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see

Sec.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

- iv. Sub-recipient means an entity that:
 - a. Receives a sub-award from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the sub-award.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - a. Salary and bonus.
 - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. Change in pension value. This is the change 'In present value of defined benefit and actuarial pension plans.
 - e. Above-market earnings on deferred compensation which is not tax-qualified.
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Contractor Acknowledgement and Acceptance:

Contractor Business
Entity Name

Signature – Authorized Representative

Date

HELPFUL INFORMATION FOR REGISTRATION:**SYSTEM FOR AWARD MANAGEMENT (URL: <https://www.sam.gov>)**

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

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

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

1) Vendors registered in SAM:

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

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

You will first need to obtain a DUNS® number from Dun & Bradstreet (DnB) before registering. A DUNS® number is required for SAM registration and is free for Vendors pursuing federal contracts. You can apply for a DUNS® number online through the DnB website at <http://www.dnb.com>; or by using the webform located at <https://fedgov.dnb.com/webform>. Issuance and activation of a DUNS® number is usually completed within 24 hours. If you need assistance with obtaining a DUNS® number, please contact your local PTAC office.

See the attached User Guide for detailed instructions on how to register your company in SAM.

IRFP 091-0018-14

ATTACHMENT 9

TOTAL CONTRACT COST

The cost shown on this worksheet is the cost that will be evaluated by the Procurement Officer to determine points awarded for cost in response to the subject IRFP. Offeror must include this form with their original cost proposal. Original cost proposal must include a breakdown of costs as specified in the subject IRFP and as shown in the Cost Estimate attached to the subject IRFP. The total cost listed on this form must match the Total Cost/Price shown on the Offeror's Cost Estimate submitted with their proposal.

Total Cost to perform all services and provide all deliverables under a contract resulting from this IRFP will be: \$_____.

Signature of Company Representative

Printed Name of Company Representative

Date Signed

Proposal Responsiveness Checklist

IRFP# 091-0018-14, SPCC/ISPC Plans Update and HAZMAT Inventory

Evaluator: _____ Date: _____

Offeror: _____

1. Was the proposal received within the designated timeframe? N/A Yes No
2. Did offeror submit the required number of copies as specified in the IRFP? N/A Yes No
3. Was the original copy of the proposal signed by an authorized representative? N/A Yes No
4. Did the offeror have a valid Alaska business license at the time proposals were due (formal procurement only)? N/A Yes No
5. Did the offeror provide a signed copy of or otherwise acknowledge receipt of Mandatory Return amendments? N/A Yes No
6. As applicable, did the offeror:
 - a. Provide a certification letter from the Division of Vocational Rehabilitation if claiming an employment program preference, Alaskans with Disabilities Preference, or Employers of People with Disabilities preference?
 N/A Yes No
 - b. Provide an affidavit if claiming an Alaska Bidder preference? N/A Yes No
 - c. Provide an affidavit if claiming an Alaska Veterans preference? N/A Yes No
 - d. Provide certification under the Alaska Products Preference program? N/A Yes No
7. Did the offeror provide any required bonds? N/A Yes No
8. Did the offeror provide a completed Total Contract Cost form with their proposal?
N/A Yes No
9. Did the offeror provide a Cost Proposal with their proposal? N/A Yes No
10. FEDERAL FUNDS:
 - a. Did the offeror complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form? N/A Yes No
 - b. Is the offeror on the Federally Debarred/Suspended Vendors List? N/A Yes No

Evaluator's Determination: RESPONSIVE NON-RESPONSIVE Initials: _____

Attachment A: Site List for Spill Prevention, Control and Countermeasure/Installation Spill Contingency Plans (SPCC/ISCP)

| <i>Facility</i> | <i>Tank Number</i> | <i>Individual Volume (gal)</i> | <i>Aggregate Volume (gal)</i> | <i>Haz Mat Inventory Needed</i> |
|---------------------|--------------------|--------------------------------|-------------------------------|---------------------------------|
| Alakanuk FSRC | ALAA-FOT-1 | 1500 | 4500 | Yes |
| | ALAA-FOT-2 | 1500 | | |
| | ALAA-FOT-3 | 1500 | | |
| Brevig Mission FSRC | BRVA-FOT-1 | 1500 | 4500 | Yes |
| | BRVA-FOT-2 | 1500 | | |
| | BRVA-FOT-3 | 1500 | | |
| Elim FSRC | ELMA-FOT-1 | 1500 | 4500 | Yes |
| | ELMA-FOT-2 | 1500 | | |
| | ELMA-FOT-3 | 1500 | | |
| Gambell FSRC | GAMA-FOT-1 | 1500 | 6000 | Yes |
| | GAMA-FOT-2 | 1500 | | |
| | GAMA-FOT-3 | 1500 | | |
| | GAMA-FOT-4 | 1500 | | |
| Kotlik FSRC | KOTA-FOT-1 | 1500 | 1500 | Yes |
| Kwethluk FSRC | KWTA-FOT-1 | 1500 | 3000 | Yes |
| | KWTA-FOT-2 | 1500 | | |
| Kwigillingok FSRC | KWIA-FOT-1 | 1500 | 3000 | Yes |
| | KWIA-FOT-2 | 1500 | | |
| Mekoryuk FSRC | MEKA-FOT-1 | 1500 | 1500 | No |
| Newtok FSRC | NEWA-FOT-1 | 1500 | 3000 | Yes |
| | NEWA-FOT-2 | 1500 | | |
| Nunapitchuk FSRC | NUNA-FOT-2 | 3000 | 3000 | Yes |
| Quinhagak FSRC | QUIA-FOT-1 | 1500 | 4500 | Yes |
| | QUIA-FOT-2 | 1500 | | |
| | QUIA-FOT-3 | 1500 | | |
| Toksook Bay FSRC | TOOA-FOT-2 | 3000 | 4500 | Yes |
| | TOOA-FOT-3 | 1500 | | |
| Tuntutuliak FSRC | TUTA-FOT-1 | 1500 | 3000 | Yes |
| | TUTA-FOT-2 | 1500 | | |
| Valdez FSRC | VALA-FOT-1 | 1500 | 1500 | No |

Attachment B: Spill Prevention, Control and Countermeasure/Installation Spill Contingency Plan Outline

Part 1- Installation Spill Contingency Plan

Part 2 – Spill Response Contact list

Part 3 – Maps

- State/Area Map
- Community Aerial Map
- Site Map

Part 4 – Spill Prevention, Control, and Countermeasure Plan

- Site Description
 - Site name
 - Physical layout
- Fuel Storage
- Potential Spill and Predicted Flow
- Discharge Prevention
 - ASTs
 - Fuel Transfer
 - Piping
 - Miscellaneous Hazmat
- Security
- Countermeasures
 - Spill Response Resources
 - Spill Residue Disposal
- Inspections
- Training

Part 5 – Regulatory Cross-Reference

Part 6 – Management Approval/Professional Engineer Certification

Part 7 – Certification of Applicable Substantial Harm Criteria with Certification

Part 8 – Attachments

- Alaska Department of Environmental Conservation and Spill Notification Form
- Containment Dewatering Log
- SPCC Personnel Training Form
- SPCC Plan Revision/Annual Review Log