



**STATE OF ALASKA**  
Department of Military & Veterans Affairs  
Division of Administrative Services  
Procurement Section  
49000 Army Guard Rd. Suite B105B  
PO Box 5800  
Joint Base Elmendorf-Richardson, Alaska 99505

**Informal Request for Proposals (IRFP)**  
**IRFP 200000010**

**Date of Issue: August 9, 2019**

**Date Proposals Due: 2:00pm Alaska Time on Tuesday, August 27, 2019**

Rewrite and Amend Spill Prevention, Control and Countermeasure (SPCC) Plans

The State of Alaska, Department of Military and Veterans Affairs (DMVA), Facilities Management Office (FMO), Environmental Compliance Office (ENV) is seeking competitive proposals for a qualified contractor to review and rewrite, amend, and/or update six (6) SPCC plans for specified locations for the Alaska Army National Guard (AKARNG). Reviews will include a site visit to each identified facility and individually evaluated by a Professional Engineer currently registered with the State of Alaska, or an authorized agent of engineer.

Offerors Are Not Required to Return This Form.

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

**Angela Sonnier-Laden**  
**Procurement Officer**  
**Department of Military and Veterans Affairs**

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## **SECTION ONE: INTRODUCTION AND INFORMATION**

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. Cost proposal must be submitted in a separately sealed envelope labeled COST PROPOSAL. Each envelope must be clearly labeled and must be addressed as indicated below. Email and faxed bids will not be accepted. Bidders are strongly encouraged to mail their bids. Hand delivered bids are permitted if you have existing base access. The Procurement Officer will not obtain base passes at this time due to heightened security measures.

Proposals must be addressed as follows:

Department of Military and Veterans Affairs  
Division of Administrative Services  
Procurement Section  
Attention: Angela Sonnier-Laden  
Informal Request for Proposal (IRFP) Number: 200000010  
Project name: FMO-ENV SPCC Review Project

Direct Deliver to:  
49000 Army Guard Rd. Suite B105B

Postal Mail Deliver to:  
PO Box 5800  
Joint Base Elmendorf-Richardson, Alaska 99505

**Proposals must be received no later than 2:00 P.M., Alaska Time on Tuesday, August 27, 2019.** 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 be disqualified and not opened or accepted for evaluation.**

All questions concerning this IRFP must be directed to the procurement officer:

PROCUREMENT OFFICER: Angela Sonnier-Laden  
PHONE: 907-428-7224  
EMAIL: [MvaDasProcurement@alaska.gov](mailto:MvaDasProcurement@alaska.gov)

**Offerors with a disability may receive reasonable accommodation regarding the means of communicating this IRFP or participating in the procurement process. For more information, contact the procurement officer above, not later than ten (10) days prior to the deadline for receipt of proposals.**

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 (10) days prior to the deadline for receipt of proposals. 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 deadline set for receipt of proposals.

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals offering something different than what is asked for) will be rejected.

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.

Respondents are encouraged to use the checklist found in [Attachment 1](#) when assembling their proposal. All required documents must be received within DMVA/DAS Procurement Office, no later than the deadline set for receipt of bids, for your bid to be considered responsive.

### **Procurement Schedule**

The 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 **September 6, 2019** and shall not extend beyond **December 31, 2019** without prior approval from the DMVA procurement office.

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 schedule is as follows:

- Issue IRFP **August 9, 2019**
- Pre-Proposal Teleconference **10:00am Alaska Time on Friday, August 16, 2019**
- Deadline for Receipt of Proposals **2:00pm Alaska Time on Tuesday, August 27, 2019**
- Proposal Evaluation Committee Complete Evaluations by **Thursday, August 29, 2019**
- State of Alaska issues Notice of Award of Contract **Friday, August 30, 2019**
- State of Alaska issues contract **September 6, 2019**
- Contract work starts **September 15, 2019**

### **Non-Mandatory Pre-Proposal Teleconference**

A non-mandatory pre-proposal teleconference will be held at **10:00 a.m. Alaska Time, on August 16, 2019** via call in conferencing. The number will be made available to those offerors who register with the Procurement Officer. 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 sent to prospective offerors as soon as possible after the meeting.

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.

### **Questions Received Prior to Opening of Proposals**

All questions must be in writing and directed to the issuing office, addressed to the procurement officer identified in this IRFP. The interested party must confirm telephone conversations in writing. All questions must be submitted by **Noon Alaska Time, on Monday, August 19, 2019.**

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.

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

### **Registration with Integrated Resource Information System**

**To be considered for contract award**, your firm must create a vendor account in the State's IRIS system <http://doa.alaska.gov/dof/iris/>

## **Federal Requirements**

**Federal Compliance Requirements.** This solicitation, or the contract(s) or order(s) resulting from this solicitation, may involve federal funds. Funding compliance requirement information is as follows:

- 1. Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion.** The U.S. Department of Labor requires all state agencies expending federal funds to have a certification filed in the proposal, by the offeror, stating they have not been debarred or suspended from doing business with the federal government. The Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction ([Attachment 2](#)) must be completed and submitted with your quote.
- 2. SAM Registration.** Offerors must also be registered in the Federal System for Award Management (SAM) before award of a contract resulting from this RFQ. Registration is free and can be done at <https://www.sam.gov/SAM/pages/public/index.jsf>. It is strongly recommended offerors register with SAM before submitting a proposal in response to this IRFP. Failure to register with SAM before submitting a proposal will not impact evaluation, however, it may delay award of the contract and of any orders placed under the contract until proof of registration is confirmed by the DMVA/DAS Procurement Office. Guidance can be found in [Attachment 3](#).
- 3. Certifications Regarding Lobbying; Debarment, Suspension, Ineligibility and Voluntary Exclusion; and Drug-Free Workplace Requirements for Expenditure of Federal Funds.** By signature on the proposal submitted in response to this solicitation, and/or the contract(s) or order(s) resulting from this solicitation, the offeror certifies they will comply with the requirements under 28 CFR Part 67 and 28 CFR Part 69 with regards to Lobbying; Debarment, Suspension, Ineligibility, and Voluntary Exclusion; and Drug-Free Workplace. This certification shall be treated as a material representation of fact upon which reliance will be placed when the Department of Military and Veterans Affairs (DMVA) determines to award the contract(s) or order(s) resulting from this solicitation.
- 4. Anti-Terrorism Training.** A contract resulting from 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 contractors, subcontractors, and their employees complete Anti-Terrorism Level 1 training prior to beginning any work. The online based training is free and can be accessed at <https://jko.jten.mil/courses/at11/launch.html>. 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.
- 5. Supplemental Requirements for DMVA/FMO Federally Funded Contracts 2013.** The Department of Military and Veterans Affairs, Facility Management Office (DMVA/FMO) has revised Section 00103 2013 Supplemental for Federally Funded Projects ([Attachment 4](#)) used in solicitations and contract awards using federal funding. The acknowledgement and acceptance of the applicable laws must be completed and submitted with your proposal.

## **Right of Rejection**

Offerors must comply with all 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 not in compliance 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 to be in its best interest.

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

**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.

**Offeror's Certification**

By signature on the proposal, offerors certify 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 section, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

## **SECTION TWO: PROPOSAL INTRODUCTION AND INFORMATION**

### **Purpose of the IRFP**

The Alaska Army National Guard's (AKARNG) Water Resources Program of the Department of Military and Veterans' Affairs (DMVA) Facility Management Office's Environmental Compliance Office (FMO-ENV) is seeking proposals for a qualified contractor to review and rewrite, amend, and/or update Spill Prevention, Control and Countermeasure (SPCC) plans for specified locations in compliance with the Clean Water Act, identified in Title 40 of the Code of Federal Regulations (CF), numerous state and local regulations, and Army Regulation (AR) 200-1, Environmental Protection and Enhancement. SPCC plans have been previously prepared, however, 5-year SPCC updates are mandated. Additionally, tanks have been replaced or permanently closed at these sites and thus a Professional Engineer-certified plan technical amendment is required within six months as specified in 40 CFR § 112.5.

### **Location of Work**

The location(s) of the work to be performed, completed and managed is at various locations within the State of Alaska as shown in the site list, [Attachment 5](#).

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 person(s) 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:

- (1) all services provided under this contract by the contractor and all subcontractors shall be performed in the United States; and
- (2) the offeror is not established and/or headquartered or incorporated and/or 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 (1) and (2) of this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

### **Budget**

The Department of Military and Veterans Affairs, Facilities Management Office, estimates a budget of less than \$25,000.00 dollars for completion of this project. **Proposals priced at more than \$25,000.00 will be considered non-responsive.**

This solicitation is being done under the Small Procurement requirements of Alaska Statue 36.30, Alaska Procurement Regulation 2 AAC 12, and Alaska Administrative Manual 81.

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

### **Contractor Qualifications**

In order for proposals to be considered responsive, offerors must meet these minimum qualifications:

**Offeror's proposal must clearly explain how the organization intends to meet the requirement for a Professional Engineer (PE) to oversee and perform services designated in the project scope and compose and certify project deliverables as required by federal law.**

An offeror's failure to meet these minimum qualification requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

### **Subcontractors**

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

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 director.

### **Joint Ventures**

Joint ventures will not be allowed.

### **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.

### **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.

### **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 factors set out in **Section 5** of this IRFP.

After receipt of proposals, if there is 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.

### **Preferences**

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

### **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 prior to the deadline for receipt of proposals. This will allow issuance of any necessary amendments.

It will also help prevent the opening of a defective solicitation and exposure of and offeror's proposal 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, prior to the deadline for receipt of proposals.

### **Assistance to Offerors with a Disability**

Offerors with a disability may receive reasonable accommodation regarding the means of communicating this IRFP or participating in the procurement process. For more information, contact the procurement officer prior to the deadline for receipt of proposals.

### **State Not Responsible for Preparation Costs**

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

### **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 an Award or Notice of 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, 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.

### **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 of the 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.

### **Supplemental Terms and Conditions**

Proposals must comply with **Right of Rejection** section. However, if the state fails to identify or detect supplemental terms or conditions conflicting with those contained in this IRFP or 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.

### **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.

### **Formula Used to Convert Cost to Points**

The distribution of points based on cost will be determined by the method set out below. The lowest cost proposal will receive the maximum number of points allocated to cost.

Cost will be converted to points using the following formula:

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

### **Clarification of Offers**

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

### **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.

### **Notice of Award (NOA) — Offeror Notification of Selection**

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

### **Protest**

2 AAC 12.695 provides that an interested party may protest the content of the IRFP or the award of a contract.

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."

An interested party must first attempt to informally resolve the dispute with the procurement officer. If that attempt is unsuccessful, the interested party may file a written protest. The written protest must be filed with the Commissioner of the purchasing agency or the Commissioner's designee. The protester must also file a copy of the protest with the procurement officer. A protester must have submitted a proposal in order to have sufficient standing to protest the award of a contract. Written 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
- e. the form of relief requested.

If the protestor agrees, the Commissioner of the purchasing department or the Commissioner's designee may assign the protest to the procurement officer or other state official for alternate dispute resolution.

In other cases, the Commissioner or the Commissioner's designee may issue a decision sustaining or denying the protest, or may conduct a hearing using procedures set out in AS 36.30.670(b).

A written protest of the content of the solicitation must be received by the Commissioner or Commissioner's designee prior to the deadline for receipt of proposals. A written protest of the award of a contract must be received by the Commissioner or Commissioner's designee within ten days after the date the Notice of Award is issued.

## **SECTION THREE: STANDARD CONTRACT PROVISIONS**

The offeror is required to review the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A), found in [Attachment 7](#) and Appendix B<sup>2</sup>, [Attachment 8](#). After review, the offeror must sign and return the signature page along with the proposal. 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.

### **Contract Type and Funding**

This contract is a FIRM FIXED PRICE contract. Contract action is subject to federal funds and reimbursements.

### **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.

### **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 B<sup>2</sup>, [Attachment 8](#), 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 B<sup>2</sup> must be set out in the offeror's proposal.

### **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.

Acceptable evidence 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 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 the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior to the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

### **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 will be held at a date and location determined by the Department of Military and Veterans Affairs.

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.

### **Proposal as Part of the Contract**

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

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.

### **Assignment and Personnel Changes**

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.

Any change of the project team members or subcontractors named in the proposal must be approved, in advance of the change, and in writing, by the project manager. Personnel changes not approved by the State may be grounds for termination of the contract.

### **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.

### **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.

### **Termination for Default**

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 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 contract will not unreasonably withhold such changes.

If the project manager determines 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.

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.

### **Nondisclosure and Confidentiality**

Contractor agrees 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 thirty (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.

### **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.

### **Proposed Payment Procedures**

The state will make three equal payments, monthly, as complete invoices and reports are received and approved by the project director. Payment will be NET 30 days.

### **F.O.B. Point**

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

**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.

**Contract Changes - Amendments**

During the course of this contract, the contractor may be required to perform additional work. Work will be within the general scope of the initial contract and cannot exceed the small procurement limits established under AS 36.30.320.

When additional work is required, the state will provide the contractor a description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and a written contract amendment has been issued.

## **SECTION FOUR: SCOPE OF SERVICES**

### **Background Information**

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

- a. In accordance with the requirements set forth in 40 CFR § 112, facility Spill Prevention, Control and Countermeasure (SPCC) Plans are required to be reviewed and/or amended every five years.
- b. All sites have been visited and SPCC plans have been prepared, however, 5-year SPCC updates are mandated. Additionally, tanks have been replaced or permanently closed at these sites and thus a Professional Engineer-certified plan technical amendment is required within six months as specified in 40 CFR § 112.5.
- c. DMVA-FMO-ENV seeks to have existing SPCC plans rewritten in a concise, user-friendly format that guides the reader through the steps necessary to maintain compliance with 40 CFR § 112.

### **Scope of Services**

#### **a. REWRITE AND AMEND SPCC PLANS**

- (1) The Contractor shall submit to the DMVA-FMO-ENV Project Manager (PM) a detailed Project Schedule within fifteen (15) calendar days of receipt of Notice to Proceed. The schedule shall include a timeline chart of activities showing project tasks, field site activities, a description of project staffing (to include qualifications) and responsibilities, appropriate milestones, identification of decision points, deliverable dates, review times, and key schedule responsibilities. If, for any reason, the schedule is changed or modified, the Contractor shall provide an amended schedule as soon as possible. Amended schedules shall not be permitted to affect previously scheduled milestones that were to occur within five (5) working days of an amended schedule submission date. Schedule revisions shall not be effective until approved by the DMVA-FMO-ENV PM.

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

- (2) Current SPCCs shall be reviewed and rewritten with updates for all locations specified in [Attachment 5: Site List for Spill Prevention, Control and Countermeasure \(SPCC\) Plans](#) in accordance with requirements set forth in 40 CFR § 112, AR 200-1/Chapter 4, 7 & 11, all applicable federal, and state/local environmental laws and regulations.
  - (a) The Contractor shall prepare, at a minimum, Draft, Draft Final, and Final SPCC Plans for all locations specified in [Attachment 5](#). If deemed necessary by DMVA-FMO-ENV in consultation with the Contractor, additional drafts may be prepared for review to resolve all comments and concerns.
  - (b) Plans shall be rewritten with an emphasis on “How To Comply” and shall include, at a minimum, the information described in [Attachment 6: SPCC Outline](#). Any deviations from this list shall be reviewed and approved by the DMVA-FMO-ENV office.
  - (c) Verbiage concerning monthly tank inspections shall be updated (if necessary) to reflect that tank inspections are conducted periodically by personnel that are knowledgeable of storage facility operations, characteristics of the liquid stored, the type of Aboveground Storage Tank, and its associated components.

- (d) Draft plan submittals shall include an MS Word file and a “clean copy” Adobe PDF file. DMVA-FMO-ENV will provide comments on drafts by using the MS Word “Track Changes” feature. Additional details on deliverables are stated in Section 4.0.
  - (e) The Contractor shall be required to constructively resolve all DMVA-FMO-ENV office comments and concerns.
  - (f) The Contractor shall allow AKARNG staff review periods of approximately three (3) weeks per draft plan.
  - (3) The Contractor shall visit each identified facility.
    - (a) The existing SPCC Plans shall be studied for site-specific familiarization. DMVA-FMO-ENV shall provide existing plans in electronic format (MS Word and/or PDF).
    - (b) Each AKARNG location shall be individually evaluated on-site, by a Professional Engineer currently registered in the State of Alaska, or an authorized and qualified agent of that engineer.
    - (c) During the site visit, the Contractor shall verify that information displayed on the site map is accurate and reflects the true and current condition of each site.
    - (d) The Contractor shall compile and supply DMVA-FMO-ENV with a list of deficiencies, if any, for each facility within 10 days of visiting that facility.
  - (4) Final plans shall be delivered no later than thirty (30) days before the technical amendment deadline, as required by 40 CFR § 112.5.
- b. SITE VISIT SCHEDULES.** The Contractor shall coordinate closely with the DMVA-FMO-ENV office in scheduling site visits to avoid interference with other projects, and to coordinate with the DMVA Tribal Liaison Manager. Site visits and schedules shall be projected by the contractor within five (5) working days of receipt of notice to proceed. Site visits are subject to approval by the DMVA-FMO-ENV office two weeks prior to field execution.
- c. SPCC PLAN LAYOUT.** The Contractor shall rewrite and make updates based upon actual information that is obtained during site visits. Final plans shall reflect the true current condition of each site.
- d. MAPS.** The Contractor shall supply new maps that reflect the true current condition of each site. Each SPCC plan shall include at least three maps as follows:
- (1) State/Area map.
  - (2) Community Aerial Photograph Map. The most current available imagery shall be utilized and the AKARNG facility shall be clearly indicated on the map. DMVA will provide the imagery for the contractor to generate the map.
  - (3) Site diagram/map. Minimum data to be shown on site diagram/map include:
    - (a) Structural footprints;
    - (b) Building access points;
    - (c) Tank location(s) and contents;
    - (d) Type and location of ancillary equipment;
    - (e) Fuel system emergency valve(s)/shut down(s);
    - (f) Additional site features such as conex units, drums, spill kits, outbuildings, etc.;
    - (g) Roads, boardwalks, and/or trails;
    - (h) Significant surface features that might prevent or promote surface drainage such as culverts, pipelines, and utility corridors;
    - (i) Hazardous material storage lockers;
    - (j) Day tank(s) and interior/exterior piping;
    - (k) Surface drainage information and direction;
    - (l) General site topography and direction/distance to nearest potentially impacted navigable water body;
    - (m) Approximate location of subject and adjacent property lines; and
    - (n) Map north orientation arrow, map scale, features key, and map legend.

**e. SPCC PHOTOGRAPHS**

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

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

**Deliverables**

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

- (1) One complete electronic copy each of the Draft and Draft Final SPCC plans for each facility.
- (2) Final printed and signed SPCC plans.
  - (a) Three printed copies for each facility as follows:
    - i. One unbound original, single-sided final plan, signature pages stamped and signed by P.E. DMVA-FMO-ENV will secure the signature for commitment of plan resources from the Construction & Facilities Maintenance Officer (CFMO).
    - ii. One individually comb-bound, double-sided final plan, signature pages stamped and signed by P.E. DMVA-FMO-ENV will secure the signature for commitment of plan resources from the CFMO.
    - iii. One cardstock laminated (signature pages stamped and signed by P.E. and un-laminated), double-sided copy bound with a single ring binder. DMVA-FMO-ENV will secure the signature for commitment of plan resources from the CFMO and laminate the signature pages for inclusion in the laminated plan copy.
  - (b) Formatting for plans shall be as follows:
    - i. Normal (1") margins all around.
    - ii. Arial font type utilizing font size 11.
- (3) Final electronic SPCC plans.
  - (a) One separate electronic CD copy for each facility Final SPCC plan.
  - (b) One each copy formatted in both MS Word and Adobe PDF.
  - (c) Original graphics files for each Figure in the Final SPCC plan.
  - (d) All copyrighted portions of the document including aerial photographs should be formatted in Adobe PDF and embedded within the MS Word document.
  - (e) DMVA-FMO-ENV will scan finalized signature pages and insert into the final digital SPCC plan.

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

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

**Additional Requirements**

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

**Applicable Documents**

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

**Project Point of Contacts**

**DMVA-FMO-ENV PROJECT MANAGER:**

Kelley Tu  
907-428-7151 phone  
kelley.tu@alaska.gov

**DMVA-FMO-ENV ALTERNATE PROJECT MANAGER:**

Jennifer Strause  
907-428-7176 phone  
jennifer.strause@alaska.gov

## **SECTION FIVE: PROPOSAL FORMAT AND CONTENT**

In order for the state to evaluate proposals fairly and completely, offerors must provide all information requested.

### **Proposal Format and Content**

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 also confirm 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.

### **Understanding of the Project**

Offerors must provide comprehensive narrative statements illustrating their understanding of the requirements of the project, deliverables of the project, and the project schedule. If applicable, offerors must identify any pertinent issues and potential problems related to the project.

### **Methodology Used for the Project**

Offerors must provide comprehensive narrative statements setting 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.

### **Management Plan for the Project**

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

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.

### **Experience and Qualifications**

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

- Title,
- Resume,
- Location(s) where work will be performed,
- Itemize the total cost and the number of estimated hours for each individual named above.

Offerors must provide at least three reference names and phone numbers for similar projects the offeror's firm has completed, along with a narrative statement regarding timeliness of completion of the project and if it was completed within budget.

### **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.

### **Evaluation Criteria and Contractor Selection**

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion set out in [Attachment 10 Proposal Evaluation Form](#).

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 IRFP 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.

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**SECTION SIX: ATTACHMENTS**

[Attachment 1: Proposal Responsiveness Checklist](#)

[Attachment 2: Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions Form](#)

[Attachment 3: SAM Registration Information](#)

[Attachment 4: DMVA-FMO Federally Funded Contracts Supplemental Requirements Form](#)

[Attachment 5: Site List](#)

[Attachment 6: SPCC Outline](#)

[Attachment 7: Standard Agreement Form - Appendix A](#)

[Attachment 8: Indemnity and Insurance - Appendix B2](#)

[Attachment 9: Total Contract Cost Form](#)

[Attachment 9a: Cost Estimate Worksheet](#)

[Attachment 10: Proposal Evaluation Form](#)

[Attachment 11: Notice of Award Contract](#)



**Attachment 2: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

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

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).

(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

Please answer the following:

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.

## **Attachment 3: System for Award Management Helpful Information**

<https://www.sam.gov/SAM/>

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.ptac-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>, or 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.

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.

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.

**Attachment 4: Supplemental Requirements for DMVA \ FMO**  
**Federally Funded Contracts | 2013**

**Section 801. Applicable Law.**

**The Successful Contractor will comply with the following Applicable Laws.** To view any referenced Laws or Statutes in their entirety, please contact the Project 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 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 the parties involved with this contract, agree 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 with this contract, agree 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 with this contract, agree 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 with this contract 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 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 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 the parties involved with this contract covenants and agrees 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 the parties involved with this contract covenants and agrees 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 the 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](http://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.fsr.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.fsr.gov> specify.

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

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

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

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

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**Signature – Authorized Representative**

**Date**

**END of Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013**

**Attachment 5: Site List for Spill Prevention, Control and Countermeasure (SPCC)  
Plan Updates**

**Sites Requiring SPCC Plan Updates**

	<i>Facility</i>	<i>Existing Plan Format</i>	<i>Regulatory Driver/Purpose</i>	<i>Tank Number</i>	<i>Individual Volume (gal)</i>	<i>Aggregate Volume (gal)</i>
1	BRYANT ARMY AIRFIELD	MS Word	Amendment	Emergency Generator Belly Tank	240	22150
				Used Oil Burner	100	
				Diesel Tank	500	
				HEMMT Mobile Fuel Trucks	2500	
				Used Oil/Waste Fuel Drums	55	
				Aircraft Fuel Pods	200	
				Lube Oil Drums	55	
				Dielectric Oil Transformers	100-200	
2	BETHEL AAOF	MS Word	Amendment	Used Oil Burner	100	10550
				Fire Suppression Tank	350	
				Day Tank	100	
				AST-1	10000	
3	NOME AAOF	PDF	Amendment	FOT-2	10000	10200
				Used Oil Burner	100	
				Fire Suppression Tank	100	
4	KIPNUK RC	MS Word	Amendment/5-year Renewal	FOT-2	1500	1500
5	KOYUK RC	PDF	Amendment/5-year Renewal	FOT-1	1500	1500
6	KWETHLUK RC	PDF	Amendment/5-year Renewal	FOT-2	1500	1500

## **Attachment 6: Spill Prevention, Control and Countermeasure (SPCC) Plan Outline**

Cover – “Quick Reference” Table of Contents

Emergency Contact Numbers

Installation Spill Contingency Plan

Part 1 – How to Comply

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

Part 2 – Certifications

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

Part 3 – Facility Information

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

Part 4 – Diagrams and Maps

Part 5 – Regulatory Cross-Reference

Part 6 – How to Inspect

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

Part 8 – How to Train Personnel

Part 9 – How to Update and Amend SPCC Plan

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

Attachments:

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

## Attachment 7: Standard Agreement Form for Professional Services

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	

**This contract is between the State of Alaska,**

8. Department of	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 16, governs the performance of services under this contract.

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

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

**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:

<b>12. CONTRACTOR</b>		<p>14. <b>CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>										
Name of Firm												
Signature of Authorized Representative	Date											
Typed or Printed Name of Authorized Representative												
Title												
<b>13. CONTRACTING AGENCY</b>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Signature of Head of Contracting Agency or Designee</td> <td>Date</td> </tr> <tr> <td>Department/Division</td> <td>Date</td> </tr> <tr> <td>Signature of Project Director</td> <td>Typed or Printed Name</td> </tr> <tr> <td>Typed or Printed Name of Project Director</td> <td>Title</td> </tr> <tr> <td colspan="2">Title</td> </tr> </table>	Signature of Head of Contracting Agency or Designee	Date	Department/Division	Date	Signature of Project Director	Typed or Printed Name	Typed or Printed Name of Project Director	Title	Title	
Signature of Head of Contracting Agency or Designee	Date											
Department/Division	Date											
Signature of Project Director	Typed or Printed Name											
Typed or Printed Name of Project Director	Title											
Title												
Department/Division												
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 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

**Article 4. Equal Employment Opportunity.**

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

**Article 5. Termination.**

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

**Article 6. No Assignment or Delegation.**

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

**Article 7. No Additional Work or Material.**

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

**Article 8. Independent Contractor.**

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

**Article 9. Payment of Taxes.**

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

**Article 10. Ownership of Documents.**

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

**Article 11. Governing Law; Forum Selection**

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

**Article 12. Conflicting Provisions.**

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

**Article 13. Officials Not to Benefit.**

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

**Article 14. Covenant Against Contingent Fees.**

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

**Article 15. Compliance.**

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

**Article 16. Force Majeure:**

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

## Attachment 8: Appendix B<sup>2</sup> 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, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

**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 claim.

**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 claim.

**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:

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

By signing, I certify I have read and understand the information contained herein.

\_\_\_\_\_  
Offeror's Signature

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

\_\_\_\_\_  
Date

**Attachment 9: Total Contract Cost**

IRFP # \_\_\_\_\_

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 in 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 Authorized Company Representative

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

\_\_\_\_\_  
Date Signed



## Attachment 10: 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 \_\_\_\_\_

### **EVALUATION CRITERIA AND SCORING** **THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100**

#### **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 UNDERSTANDING OF THE PROJECT: \_\_\_\_\_**

#### **Methodology Used 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 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 METHODOLOGY:** \_\_\_\_\_

**Management Plan 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 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] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the IRFP?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR MANAGEMENT PLAN:** \_\_\_\_\_

**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 desirable for individuals engaged in the work the IRFP requires?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

Questions regarding the firm:

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR EXPERIENCE AND QUALIFICATIONS:** \_\_\_\_\_

**Contract Cost - 40 Percent**

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 preferences.

**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 the solicitation.

**EVALUATOR'S POINT TOTAL FOR CONTRACT COST:** \_\_\_\_\_

**EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS:** \_\_\_\_\_

## Attachment 11: 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:**

**IRFP OPENING DATE: August 23, 2019**

**IRFP SUBJECT: Review and Rewrite SPCC Plans**

**PROCUREMENT OFFICER: Angela Sonnier-Laden**

**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 (10) 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. Offeror(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 give 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

**\*YES = Award to Offeror / Responsive Offer      NO = Non-Award/Non-Responsive Offer**

### SUMMARY

[# of ] proposals were received for the IRFP [Number]. [Awardee] provided the best value offer determined by the Proposal Evaluation Committee and will be awarded the contract. Please contact Angela Sonnier-Laden via email at [MvaDasProcurement@alaska.gov](mailto:MvaDasProcurement@alaska.gov) if you have any questions or concerns. Thank you for your participation in this procurement process.