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Request for Proposal Standard Terms and Conditions

1. Authority

Division 4 of the Department of Finance Administrative Code (Chapters 355-4-1 through 355-4-6), effective October 1, 2022, is incorporated by reference and made a part of this document. To view the relevant provisions of the Administrative Code, visit our website <https://purchasing.alabama.gov/>

2. Prohibited Contacts; Inquiries regarding this RFP

From the Release Date of this Request for Proposal (hereafter referred to as RFP) until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party's Team for this transaction who may be identified herein or after the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s).

3. Nonresponsive Proposals

Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Supplemental information, including information necessary to clarify a proposal, may be required from any Proposer.

4. Changes to RFP; Changes to Schedule

The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Soliciting Party's designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest.

5. Expenses of Proposal

A Proposer will not be reimbursed for any expenses incurred in preparation of a proposal.

6. Rejection of Proposals

The State reserves the right to reject any and all proposals and cancel this Request if, in its sole discretion, it deems such action to be in its best interest.

7. The Final Terms of the Engagement

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its

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acceptance by the State as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted Proposal may be incorporated into the terms of the engagement should the State so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

8. Choice of Law; Venue

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama. No other court shall have jurisdiction.

9. Not to Constitute a Debt of the State

The terms and commitments contained in the solicitation, or any contract resulting from this solicitation, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended.

10. Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the supplier shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

11. Non-appropriation of funds

Section 41-4-144(c) of the Code of Alabama 1975 states: "(c) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for that purpose."

12. Open Trade/No Boycott

For the term of this contract, supplier represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

13. Dispute Resolution

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In the event of any dispute between the parties arising from this solicitation and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, supplier's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar Association.

14. Cancellation

A contract for supplies may be canceled by the Chief Procurement Officer, for justifiable cause, by giving the supplier thirty (30) days written notice. A supplier may request cancellation and the Chief Procurement Officer may grant the request, in his or her sole discretion, if performance is prevented by an act of God, act of War, order of legal authority, or other unavoidable circumstances not attributable to the fault or negligence of the supplier. Contracts for services may be cancelled for justifiable cause by the Chief Procurement Officer by giving the vendor at least 72 hours' written notice. The burden of proof for such relief rests with the supplier. All correspondence pertaining to cancellation of a contract must be addressed to the Chief Procurement Officer with a copy to the using agency.

15. Sales Tax Exemption

Pursuant to Section 40-23-4 (a)(11) of the Code of Alabama 1975, the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

16. No Indemnification

Supplier acknowledges and agrees that, under the terms of this solicitation and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the supplier. The State does not agree to and will not indemnify the supplier for any reason. The State of Alabama does not release or waive, expressly or implied, the State of Alabama's right to assert sovereign immunity or any other affirmative defense right it may have under law. The State of Alabama shall control the defense and settlement of any legal proceeding on behalf of the State, including the selection of attorneys.

17. Foreign Corporation – Alabama Secretary of State Registration

Section 10A-1-7.01 to -7.14 of the Code of Alabama 1975 require a foreign entity (an out-of-state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State.

18. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

A contract resulting from this RFP will include provisions for compliance with certain requirements of the Beason-Hammon Alabama taxpayer and Citizen Protection Act, Sections 31-13-1 through 35, Code of Alabama 1975 as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama 1975 Contractor that is a "business entity" or "employer" as defined in

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Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: “By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

To enroll in the E-Verify program visit <https://www.e-verify.gov/>

19. Conflict of Law

If any provision of this solicitation and any subsequent award shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision shall be deemed null and void.

20. Disclosure Statement

A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., of the Code of Alabama 1975. The Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General’s web site at <https://www.alabamaag.gov/Forms>

21. Certification Pursuant to Act No. 2006-557

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid or proposal, the supplier is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result and acknowledges that the awarding authority may declare the contract void if the certification is false.

22. Supplier Qualifications

After bid opening, the State reserves the right to request written proof of qualifications including, but not limited to, manufacturer’s reseller authorization, professional licenses, certificates of insurance, etc.

23. Pricing

The State of Alabama reserves the right to conduct analysis based on cost realism and/or price reasonableness for any or all bids as determined necessary in the sole discretion of the Chief Procurement Officer. Such analysis may include requests pursuant to Section 41-4-141 of the Code of Alabama 1975.

24. Product Delivery, Receiving and Acceptance:

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In accordance with the Uniform Commerce Code (Title 7 of the Code of Alabama 1975), after delivery, the State of Alabama shall have the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

25. Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

26. Late Payments

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per Section 41-16-3 of the Code of Alabama 1975 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

27. Electronic Payments

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

28. Supplier Registration

Suppliers may receive bid notices by registering for commodities at the Alabama Buys supplier portal, <https://alabamabuys.gov>

29. Internet Website Links

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this solicitation.

30. Solicitation Responses and Results

The complete bid file will be made available for review as provided by (or as outlined) in Section 41-4-115 of the Code of Alabama 1975 and Rule 355-4-1-.04 of the Department of Finance Administrative Code.

31. Exception to Terms and Conditions

Suppliers may place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid or proposal concerning the contract terms and conditions. However, the State is not obligated to accept any changes to the published terms and conditions of the solicitation.

32. Intent to Award

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The State of Alabama Office of the Chief Procurement Officer will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-6-.01. All protest communications filed via email must be sent to: protests@purchasing.alabama.gov

33. Confidentiality

Procurement information is a public record to the extent provided by state law and shall be available to the public. Section 41-4-115 of the Code of Alabama 1975 defines what is exempt from disclosure. Additional rules are included in Rules 355-4-1-.03(4) and 355-4-1-.04 of the Alabama Department of Finance Administrative Code.

34. Click Wrap

The State of Alabama acknowledges that additional terms between the supplier and the State or third-party terms may apply but does not agree to be bound by them unless provided for review and separately agreed to in writing by an authorized official of the State of Alabama. If the purchase or use of the supplies or services provided utilizes a computer interface, no State of Alabama end user shall be deemed to have agreed to any clause by virtue of it appearing in an “I agree” click box or other comparable mechanism (“click-wrap” or “browse-wrap”); rather the terms and conditions, such as End User License Agreements, may only be accepted by inclusion in an agreement and signature by an authorized official of the State of Alabama. If the terms and conditions or any other third-party terms and conditions are invoked through click wrap, execution by any unauthorized individual shall not bind the end user or the State of Alabama to such clause. Any clause which requires the State of Alabama to indemnify another party or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions unless expressly agreed in writing and under the signature of an authorized individual.

35. Assignment

Any contract which results from this solicitation shall not be assignable by supplier without written consent of the State of Alabama. Any assignment or other transfer in violation of this provision will be null and void.

36. Debarment and Suspension

Supplier certifies 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 governmental department or agency. If supplier cannot certify this statement, supplier must attach a written explanation for review by the Chief Procurement Officer.

37. Merit System Exclusion

It is understood and agreed that supplier is an independent supplier and as such all services rendered by supplier and its agents and employees thereof shall be as an independent supplier and not as an employee, Merit or otherwise, of the State of Alabama, and supplier or its agents and employees thereof shall not be entitled to or receive Merit System benefits.

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38. Severability

In the event any provision of this solicitation or resulting contract shall not be enforceable, the remaining provisions shall continue in full force and effect.

39. Volume of Business

Except as otherwise stated in this solicitation, the State of Alabama cannot and does not guarantee any volume of business.

40. Waiver

The failure of the State of Alabama to require performance of any provisions of this solicitation or resulting contract shall not affect the State's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default nor constitute a waiver of the provision itself.

41. Legislative Contract Review Committee

Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq. of the Code of Alabama 1975. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <https://alison.legislature.state.al.us/contract-review>. If a contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

42. Compliance with Ala. Act No. 2023-409.

In compliance with Ala. Act No. 2023-409, by signing this contract, Supplier provides written verification that Supplier, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

By submitting a response, I hereby affirm the following:

I acknowledge receipt of the solicitation and all amendments (new rounds). I have read the solicitation and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this solicitation. I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. I further certify that I am not barred from bidding or entering into a contract and acknowledge that the State may declare the contract void if this certification is false.

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REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES BY THE GEOLOGICAL SURVEY OF ALABAMA FOR GEOPHYSICAL AND VIBRACORE ANALYSES, INTERPRETATION, AND REPORTING

THE GEOLOGICAL SURVEY OF ALABAMA (GSA), pursuant to this Request for Proposals for Professional Services (RFP) under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012, was funded to undertake the “State Expenditure Plan #5: Characterization and Delineation of Significant Sand Resource Areas Essential for Beach Restoration” project and is soliciting proposals from professional services firms. The services being solicited are for geophysical interpretation, vibracore logging, sampling, and associated analyses, geographic information system (GIS) and GIS documentation, and interpretive reporting. The elements requested are provided in the Scope of Work section.

As part of the agency’s mission, the GSA is tasked with conducting natural resource research for the State of Alabama and archiving and protecting natural resource data in an effort to provide services and information to Alabama, its citizens, industry and business interests, and other stakeholders to aid in the prudent development of the State’s geologically related natural resources. More specifically related to this RFP, products resulting from this work guide offshore sand resource investigations that support beach restoration. The core collections stored by GSA are irreplaceable and continue to support further research from mineral research stakeholders. Interpretations of recently acquired geophysical and geotechnical data are essential for beach-compatible offshore sand resources, and the protection and preservation of such data are critical.

The GSA has just completed the acquisition of geophysical data (January 2024; approximately 120 nautical miles) and vibracore (September and October 2024; 20-foot length (N=85)) related to potential offshore sand borrow areas. The Contractor will process geophysical data and vibracore following the Scope of Work and, with GSA support, thoroughly review legacy geophysical and geotechnical data for beach-compatible sand.

The Offshore Alabama Sand Information System (OASIS) is an interactive geodatabase-driven online interface populated with legacy geophysical and vibracore data that is useful in offshore sand resources interpretation. Access and data contained within OASIS are to be treated as proprietary under this contract. This contract is for the processing, interpretation, and analyses of recent reconnaissance level geophysical (seismic reflection profiling, magnetometer, side-scan sonar, bathymetry) and geotechnical (vibracores) data acquisition. Newly acquired data were collected to fill data gaps and assess offshore features in support of a better understanding of the offshore geological framework, the delineation of significant offshore beach-compatible sand resources, and the identification of depositional environments. Although offshore borrow sand delineations need to meet or closely match each beach-compatible sand requirement, it is likely that a composite of a single vibracore or the majority of sediment within a vibracore with limited overburden collectively meet the following criteria:

1. Mean grain sizes at least 0.25 to 0.30 mm
2. Sorting coefficients less than 0.7 to 0.8 Phi (to limit shell content)
3. Fines content less than 2% to 3% by weight
4. In situ color grades based on Munsell at least 7.0 (Value) and no more than 1.5 (Chroma)
5. Low carbonate content, ideally less than 4 to 5% by weight

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These are the offshore sand source characteristics deemed most suitable for borrow area design and suitable for beach placement reflected *in-situ* and thus are the geophysical and vibracore interpretations most suitable.

SCOPE OF WORK

This scope of services details requirements related to this RFP and provides information on scoring criteria that the GSA will use for proposal evaluations.

Data and Core Recovery and Documentation

APTIM (Boca Raton, FL) has previously acquired geophysical and geotechnical data for the GSA relating to this project. The physical cores currently reside with APTIM and the Contractor is responsible for moving these, if applicable, to retain their vertical and horizontal integrity. The GSA may facilitate the transfer of the geophysical data and vibracore. All pre- and post-processed seismic, bathymetry, side-scan, and magnetometer data and physical vibracore will be obtained by GSA and the Contractor. The GSA will also facilitate specifications regarding geophysical and vibracore acquisition in support of metadata development. The geophysical and vibracore data requires Federal Geographic Data Committee (FGDC)-compliant metadata. If applicable, vibracores should be retrieved from APTIM by the Contractor. All vibracore sections are to be split; one half for logging and analyses and one half to be stabilized to maintain sediment's vertical and horizontal character for shipping and preservation. Vibracore sections for archiving will be wrapped and labeled with core identifier and depth markers, and the Contractor is responsible for their transport to the GSA facility at 420 Hackberry Lane, Tuscaloosa, Alabama 35401.

Geographic Information System Data

All acquired data should be attached to geographic information system (GIS) point, polyline, and polygon vector thematic layers, as well as geophysical raster data (e.g., side-scan, magnetometer). These layers should reflect data acquisition, post-processed data, and interpretations. Geophysical GIS data should include tracklines, shot points, paleochannels, magnetic anomalies, vibracore, and plane view delineations of sand meeting or close to meeting the criteria previously mentioned. Unsuitable side-scan sonar and magnetometer processed data should be mosaicked. FGDC-compliant documentation is required.

Magnetometer Survey

In support of the cultural resource assessment, magnetic anomalies should be identified and tabulated with specifications such as position, amplitude, duration, and signature. Post acquisition magnetometer tracklines should be provided with attributes to anomaly points all cross-walked with attributes tying magnetometer tracklines to anomaly nomenclature suitable for a GIS geodatabase format. Tabulated/GIS attributes should include magnetic anomaly ID, characteristics, gamma intensity, duration (feet), coordinates, assessment of significance, recommended anomaly buffer, and relevance to side-scan contact. The magnetometer tracklines and anomaly contacts should be provided and adequately attributed in GIS.

Geophysical Seismic and Side-Scan Data Analysis

All side-scan sonar and seismic reflection data should be processed by the Contractor using the SonarWiz.MAP, Kingdom Suites software, or equivalent. Software packages should allow for advanced processing, interpretation, and digital mosaic output and be able to produce georeferenced HTMLs or .tiff viewable images in fundamental web browser software programs. SonarWiz.MAP also produces digital geographic information for both sub-bottom and side-scan data that are exportable for incorporation into

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a GIS database. Post-processed seismic data should be provided in .seg-y and .tiff format, complete with paleochannel, bottom substrate, sub-bottom substrate units, and other depositional features interpreted, IDs to trackline segments marked, horizontal and vertical position grids (e.g., northing and easting, depth (feet)), include interpreted vibracore coupled with geophysical data, and attributed in a trackline and shotpoint GIS. Most vibracore locations were taken within tracklines for geophysical control and interpretation.

Geophysical data delivered to GSA should include raw and post-processed data in the original format, processed format (i.e., .seg-y, segy), and in a .tiff format as applicable.

Geotechnical Data Collection and Analysis

Geotechnical Data Analysis

Sediment Sample Analysis

All vibracores will be logged by describing sedimentary properties by layer in terms of layer thickness, Munsell color (wet and dry), texture, and composition and presence of clay, silt, gravel, wood, and any other identifying features. The vibracores will be color photographed in 2-foot intervals with labels and scale. Working with GSA, sediment samples will be selected and sampled from one half of each vibracore split at irregular intervals (requires GSA correspondence) based on distinct stratigraphic layers in the sediment sequence. Cores will be vertically sectioned with lengths between 5 and 10 feet and clearly labeled with scale and identifier. One section will be designated for Contractor characterization, and one section will be transported to the GSA core repository for preservation and QA/QC and to support future research. In addition, remaining sediment from sampled intervals used for sediment analyses will be placed in individual labeled containers and shipped to GSA for quality assurance checks by the Contractor for archiving storage.

Grain-Size Analysis

The sediment samples will be analyzed to determine color and grain-size distribution. During sieve analysis, the wet, dry, and washed Munsell colors will be noted. Sieve analysis of the sediment samples will be performed in accordance with the American Society for Testing and Materials (ASTM) Standard Method, Designation D 422-63, for particle size analysis of soils. This method covers the quantitative determination of the distribution of sand size particles. For sediment finer than the No. 230 sieve (4.0 Phi), the ASTM Standard Test Method, Designation D 1140-00, will be followed if applicable. The sieve stack used for mechanical analysis will conform to the guidelines provided in Table 1 or compatible. Laser diffraction may be used for grain sizes that range between 2 millimeters and 0.1 microns (e.g., International Organization for Standardization ISO 13320:2020).

Table 1. Mesh sizes to be used for granular metric analysis.

Sieve No.	Size (Phi)	Size (mm)
3/4	-4.25	19.00
5/8	-4.0	16.00
7/16	-3.5	11.20
5/16	-3.0	8.00
3 1/2	-2.5	5.60
4	-2.25	4.75
5	-2.0	4.00
7	-1.5	2.80
10	-1.0	2.00
14	-0.5	1.40
18	0.0	1.00
25	0.5	0.71
3		

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35	1.0	0.50
45	1.5	0.36
60	2.0	0.25
80	2.5	0.18
120	3.0	0.13
170	3.5	0.09
200	3.75	0.08
230	4.0	0.06
		Pan

Weights retained on each sieve will be recorded cumulatively with the final amount normalized to 100% sample weight. Grain size results will be entered into the gINT[®] software program, GRADISTAT, or compatible software to provide mean, median, sorting, kurtosis, and skewness for sediment with gravel, sand, and fine (silt + clay) percentages for each sample using the moment method. The following are required: Grain-size distribution curves/histograms; sample statistics; percent fines, gravel, and phi fractions; dry sample weight; and weight percentages. All sediment analytical results should be tabulated and provided in an .xls format and graphed, when applicable.

Carbonate Testing

Carbonate content will be determined by percent weight using the acid leaching methodology described in Twenhofel, W.H., and Tyler, S.A., 1941, *Methods of Study of Sediments*, New York, McGraw-Hill, 183 p.

Boring Logs

Boring logs should be developed and provided in an electronic and hardcopy gINT[®] format and should include, at a minimum the following: the project name; core identifier; drilling agency; name of driller; total depth; vibracore diameter; location in Alabama State Plane coordinate system; horizontal and vertical datums; vibracore type; start and end dates; elevation of top of boring; and total recovery. Logs should also include the following: layers elevation/depth; legend; recovery; designation within the Unified Soil Classification System (ASTM D-2487); sample interval/number; remarks reflecting field and lab observations; Munsell color (wet and dry); and other sediment characteristics such as mean grainsize (mm), sorting (Phi), shell hash (percent), and fines (percent). A Munsell color white page may be needed for

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sand. To further our understanding of offshore depositional environments, boring logs should also include information on the following, if applicable:

- # Sand-filled burrows
- # Mud-filled burrows
- # Whole shells
- # Shell fragments
- # Shell hash
- # Wood fragments
- # Roots
- # Plant material
- # Peat
- # Bioturbation features
- # Paleosol
- # Limonite
- # Glauconite
- # Muscovite
- # Echinoid fragments
- # Gastropods
- # Pelecypods
- # Oyster biostrome
- # Rip-up clasts
- # Bioclastic debris

Geophysical and Geotechnical Interpretation/Analysis

Contractor will provide interpretation for vibracore logs and geophysical data. This will provide insight into the offshore geological framework not inclusive of legacy study data. Seismic data should reflect vibracore interpretation, be used in support of seismic data, and be used for describing the general geological framework. Seismic tracing of subsurface features should use a different line color common across all seismic data. Gravel fractions will basically reflect shell hash so fractions can reflect descriptions of fine to more coarse shell hash. Reflection/refraction picks from high-resolution shallow seismic data should include sediment/water interface, sediment changes (e.g., silt/clay to sand, silty sand to mud), paleochannels, and other subsurface geological features. Note that horizontal position grids are required on raw and post-process geophysical data, and vertical control should be in increments (i.e., feet and decimal feet). Fence diagrams and/or cross-sections of interpreted seismic data should be developed with seismic and core logs interpretation visible for the study area.

Deliverables

A report summarizing the results of the investigation will be prepared and submitted to the GSA. The report to the GSA, supported by tables, graphs, and figures, should include, but not be limited to, the following:

- # Introduction
- # Late Tertiary and Quaternary Geological Background (emphasis on Pleistocene and Holocene paleo-depositional environments to recent)
- # Methodology (e.g., equipment, data validation, processing)
- # Results
- # Discussion
- # Conclusions

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- # Acknowledgements
- # References
- # Appendices (e.g., report from geophysical data for cultural resources, seismic interpretations, boring logs, granulometric reports and grain-size distribution curves, sand isopachs, and seismic interpretations with boring logs)

The report will contain project results, including geologic model information, bathymetric and isopach (sediment thickness) maps, CHIRP sub-bottom survey profile interpretations, vibracore logs, vibracore photographs, granulometric reports, and grain size distribution curves. Tabulated data such as sediment analyses may be included separately from the report; although usually part of cultural resource reporting, magnetometer anomaly and side-scan contact specifications may be included separately from report as well.

The final report and deliverable will include GIS shapefiles and rasters with the associated FGDC-compliant metadata of geophysical tracklines, shot points, and vibracore locations. CHIRP sub-bottom data will be provided in pre-processed format with post-processed data in .seg-y (segy) and .tiff formats with vertical and horizontal control gridding. Side-scan sonar, bathymetry, and magnetometer data will be processed and interpreted for seafloor features and character, and a georeferenced mosaic will be submitted. Data will be formatted and provided for incorporation into OASIS. In addition, a required final report and submittal of the geological data associated with the aforementioned activities authorized by Bureau of Ocean Energy Management Outer Continental Shelf (OCS) Permit will be submitted to Gulf of Mexico Region Office of Resource Evaluation and to GSA. The final report submitted will include details concerning the operations and location of operations, along with field logs, sediment analyses, seismic interpretation, derivative maps, and appended cultural resource report. The GSA will be responsible for bringing seismic and vibracore data into the BOEM geodatabase format suitable for the OASIS platform. A draft report should be submitted to GSA within 60 days of completion. The GSA will have 60 days for review, and Contractor will then have 30 days to complete the final report.

All pre- and post-processed geophysical data is to be provided in formats mentioned above. All sediment analyses are to be provided in an .xls format. The final report should be in a Microsoft Word .doc or .docx and Adobe .pdf format, and FGDC-compliant metadata can be in a text (.txt) or extensible markup language (.xml) format.

PROPOSAL TERMS AND CONDITIONS

Qualified Proposals

Qualifying proposals must provide all requisite information under this RFP and clearly and specifically respond to the items set forth in this RFP. Proposals that respond to any or all portions of the scope of work will be considered, and GSA reserves the right, in its sole discretion, to recommend to the Chief Procurement Officer (CPO), as the awarding authority, whether to make multiple contracts to multiple suppliers under this RFP. Unnecessarily elaborate brochures or other presentation materials beyond that deemed sufficient to present a complete, concise, and effective proposal are discouraged. Preference will be given to proposals by companies with excellent performance records and expertise.

Submission Requirements

1. If more than one entity is responding to this RFP under a single proposal, list all entities that are part of the proposal and/or will perform services pursuant to the Scope of Work. As to each entity

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listed, clearly define the respective areas of expertise and proposed administrative/technical duties and responsibilities as to each entity and identify the entity to serve as the lead entity coordinating program management services and contracting with GSA.

2. An electronic version of the proposal, in PDF format, saved to a USB Storage Device, must be submitted along with a printed paper copy. The original must be signed by an authorized representative of the proposer. Printed and electronic versions should be submitted in a sealed envelope or package. All submissions become property of the GSA and will not be returned.
3. Proposals must include a budget narrative or cost by Task. Paper size shall be 8½ inches x 11 inches. Text shall not be smaller than a font size of 12.
4. The proposal should explain your interest in providing the requested services, team members' qualifications and expertise in relation to proposed services, and a comprehensive description of your approach to providing services specific to this RFP. In addition, the proposal should provide examples of similar work performed by team members. For each project, provide performance history as to such factors as quality of work and ability to meet budgets, schedules, deadlines, and performance measures.
5. Interested respondents shall submit a completed Alabama Vendor Disclosure Statement. The form is available at <https://www.alabamaag.gov/forms>.
6. If the respondent intends to utilize subcontractors, all prime Contractors are required to take all necessary affirmative steps, as set forth in 2 CFR 200.321 (b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
7. All applicants will be required to include a Unique Entity Identifier (UEI) number with their submitted proposal and for any subcontractors as well. A subcontractor listing is to be submitted with proposal if applicable. The subcontractor listing form is provided (see Attachment). Applicants should also include their Alabama Buys supplier number with their submitted proposal.
8. The GSA reserves the right, in its sole discretion, to waive minor defects or variations of a proposal from the exact requirements set forth herein that do not give one submitter an advantage or benefit not enjoyed by other submitters.

Submission Deadline

All submissions must be received no later than April 18, 2025, by 3:00 p.m. CST.

It shall be the sole responsibility of the Respondent to ensure actual delivery of the proposal prior to the deadline. Submissions must be received prior to the deadline by physical delivery (mail, courier, overnight, or in person). Email or facsimile submissions will not be accepted.

Proposal Submissions shall be delivered to the following *U.S. Postal Service mailing address*:

Geological Survey of Alabama
 Attention: Stephen Jones
 P.O. Box 869999
 Tuscaloosa, AL 35486-6999

or to the following *Physical Address for non-U.S. Postal Service couriers*:

Geological Survey of Alabama
 Attention: Stephen Jones
 420 Hackberry Lane

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Tuscaloosa, AL 35401

Further Information

Any questions must be submitted in writing and should be emailed to the following:

Mr. Stephen Jones
sjones@gsa.state.al.us

Subject line should read: “Question – RFP for Geophysical and Vibracore”

Written questions must be submitted no later than April 11, 2025.

Any questions concerning this RFP, along with answers, will be posted as an amendment to the RFP in STAARS.

Withdrawals and Modifications of Proposals

Proposals may be modified or withdrawn in writing prior to the proposal deadline specified herein. Proposals may not be modified or withdrawn after that time and will not be returned. If a Proposer/ Respondent no longer wishes to have its proposal considered subsequent to the proposal deadline specified herein, notice to that effect must be submitted in writing.

EVALUATION PROCESS

The basis for the selection from qualifying proposals is as follows. Weights are provided in parentheses.

- (1) The Respondent has specialized expertise as demonstrated by the proposal (35).
- (2) The Respondent has the resources available to perform the requested services (15).
- (3) The Respondent has demonstrated evidence of past performance and ability to meet project deadlines (10).
- (4) The Respondent has availability to and familiarity with the project locale (10).
- (5) The Respondent has provided project management techniques (10).
- (6) The Respondent has the ability and history of handling similar projects (15).
- (7) The total and itemized cost of the project is provided in the proposal (5).

STATE OF ALABAMA REQUIRED PROVISIONS

No commitment of funds

Any contract related to this proposed project is subject to the availability of funds and/or the needs of the GSA. Accordingly, the GSA, at its discretion, may or may not issue a final contract as a result of this RFP. Furthermore, even in the event an initial selection is made by the GSA, no selection is final until full execution of a written negotiated agreement detailing final terms and an agreed upon scope of work. If the GSA deems, at its sole discretion, that a satisfactory agreement cannot be reached in accordance with an initial selection, the GSA reserves the right to proceed with efforts to make another selection based upon proposals submitted pursuant to this RFP with approval of the Chief Procurement Officer, issue another RFP, or terminate efforts to obtain assistance as to some or all services described herein. The length of the contract issued as a result of this RFP evaluation process will be for six (6) months, effective upon the Governor’s signature. The contract must also be signed by the CPO and the Legislative Oversight Committee prior to submission to the Governor’s office.

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Non-discrimination

The GSA does not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

Compliance with Alabama boycott laws

In compliance with Act 2016-312, Respondent hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

In compliance with Act 2023-409, Respondent hereby certifies that, without violating controlling law or regulation, Respondent does not and will not, during the term of the agreement, engage in economic boycotts as the term “economic boycott” is defined in Section 1 of Act 2023-409.

Immigration

By submitting a proposal, the Respondent represents that he/she and the business entity he/she represents is not in violation of federal immigration law and has not knowingly employed, hired for employment, or continues to employ an unauthorized alien within the State of Alabama.

RESTORE ACT REQUIRED PROVISIONS

The fees associated with this project are part of GSA’s Subaward Grant Agreement with the Alabama Department of Conservation and Natural Resources (ADCNR) # S1P05-SSRA made available by the Spill Impact Component funding from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act).

Any contract awarded under this Request for Proposals may be paid for in whole or in part with grant funding from the Gulf Coast Ecosystem Restoration Council (“RESTORE Council”, also “Council”) and the ADCNR under the RESTORE Act. Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award; the RESTORE Council Financial Assistance Standard Terms and Conditions including any Special Award Conditions; the Standard Sub-Award Terms and Conditions; the RESTORE Act, 33 U.S.C. 1321(t) et seq; the U.S. Department of the Treasury Regulations 31 CFR. § 34 et seq., including 31 CFR. §§ 34, Subpart F; all applicable terms and conditions in 2 CFR. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended (including Appendix II to Part 200); and all other OMB circulars, executive orders, or other federal laws or regulations, as applicable. Notwithstanding the above, neither ADCNR nor the RESTORE Council, or any of their agents, representatives, or employees, is or will be a party to this Request for Proposals or any resulting contract. Further, any Contractor awarded a contract under this Request for Proposals shall not be deemed to be an agent, representative, employee, or servant of ADCNR or the RESTORE Council.

Contractors and any subcontractors shall hold current applicable professional licenses and register in the State of Alabama in Alabama Buys and www.sam.gov to confirm debarment/suspension status. All applicants will be required to include their UEI number with their submitted proposal. The UEI is obtained from SAM.gov.

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The prime Contractor will be required to take all necessary affirmative steps, as set forth in 2 CFR 200.321 (b), to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. The five affirmative steps are:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

When subcontracting, all potential Contractors must make positive efforts to use small and minority owned businesses and women business enterprises. See 2 CFR §200.321. If subcontractors are to be used, the prime Contractor will be asked to submit the subcontractor Listing Form included as Appendix A with the Statement of Qualifications. The prime Contractor will be required to provide documentation that they did solicit small, minority and women owned businesses when possible.

Equal employment opportunity

Contractors, vendors, and/or suppliers responding to this solicitation shall not discriminate against any employee who is employed in the work related to this solicitation or against any applicant for such employment because of race, color, religion, sex, age, national origin, or because the individual is covered under the Americans with Disabilities Act or is a military veteran of any war. This provision shall include, but not be limited to, the following: employment; promotion; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

OTHER FEDERAL GOVERNMENT PROVISIONS

Funding for this project is derived in whole or in part from funds received by ADCNR under the RESTORE Act. Responders acknowledge and agree that, if selected, all work performed under the contract shall comply with and be bound by the following terms and conditions, which are expressly incorporated into the Request for Proposal and any ensuing contract(s):

1. All provisions and requirements of the RESTORE Council Financial Assistance Standard Terms and Conditions, which can be found here: RESTORE Council STCs Final 8-18-2015.pdf (restorethegulf.gov).
2. Applicable federal laws and regulations under the RESTORE Act, including:
 - a. The RESTORE Act, 33 U.S.C. Section 1321(t);
 - b. 31 CFR. Part 34;
 - c. Applicable terms and conditions contained in 2 CFR. Part 200 of the OMB; and
 - d. Applicable OMB Circulars, Executive Orders, and other federal laws or regulations.

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Pursuant to 2 CF.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," and in addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or Contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as

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supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the nonFederal award (See attached Certification Regarding Lobbying).

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- (J) See § 200.323 Procurement of recovered materials. A Contractor that is a State agency or agency of a political subdivision of a State and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (K) See 200.216 Prohibition on certain telecommunications and video surveillance equipment or services.
- (L) See 200.322 Domestic preferences for procurements.
- (M) See § 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

SUBMITTALS PUBLIC RECORD

All proposals submitted to GSA in accordance with the deadline set forth in this RFP will be retained and can become public records following final selection, if any, pursuant to this RFP or final determination by the GSA not to proceed with a selection pursuant to this RFP.

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ATTACHMENT
Subcontractor Listing Form

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