

REQUEST FOR PROPOSALS [#452-072-EESPT6-RFP-1]

Gas Chromatography–Mass Spectrometry (GC–MS)

Confederated Tribes of the Umatilla Indian Reservation

Energy and Environmental Sciences Program
Department of Natural Resources

CONTRACTORS INVITED TO SUBMIT A PROPOSAL: GC-MS Equipment manufacturers and vendors

Point of Contact Sheet:

Administrative Contact: RaeAnn Oatman

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> CTUIR – DNR -- EESP 46411 Timine Way Pendleton, OR 97801 Attn: RaeAnn Oatman

(541) 429-7289 (phone number)

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Critical Dates:

RFP Release Date:

Proposal Question Submission Deadline:

CTUIR Response to Submitted Questions:

August 18, 2025

August 22, 2025

August 26, 2025

Proposal Submission Deadline: September 2, 2025 – 2:00 pm PST

Tentative Award Selection (est.):

Contract Award (est.):

Project Initiation (est.):

September 19, 2025

September 22, 2025

Project Completion (est.):

September 30, 2025

1) GENERAL PROPOSAL INFORMATION

PROPOSAL SUBMISSION DEADLINE

Proposals must be received by the Proposal Submission deadline date. Please refer to the Point of Contact (POC) sheet for the mailing address, fax number, and other contact information on page one. We accept submissions via mail or email.

By submitting a proposal, the proposer agrees to enter into a contract with the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Department of Natural Resources (DNR) to fulfill all requirements specified in the attached RFP at the proposed price and within the timeframe indicated.

Proposal Questions:

To ensure maximum fairness to all proposers, all questions regarding the attached RFP must be submitted in writing by the Proposal Question Submission Deadline stated on the cover page. Please direct all inquiries to the Administrative Contact noted on the POC sheet on page one.

The proposal must be independently prepared following the enclosed instructions.

The contract for this project will be fixed-priced. By submitting a proposal, the proposer agrees to fulfill all requirements specified in the RFP at the proposed price, within the agreed-upon time frame when signing the contract.

Unless otherwise specified in the RFP, the contract will be awarded to the most responsive and responsible proposer that offers the best value for CTUIR to consider all evaluation factors outlined in the RFP, with fair consideration given to Indian-owned, other minority, woman, or disabled-based enterprises.

Before awarding any contract, the CTUIR Department of Natural Resources—Energy and Environmental Sciences Program reserves the right to conduct a pre-award survey to assess the proposer's responsibility and capacity to perform the contract. This survey may include a review of prior subcontracting agreements, financial capacity, and the quality of work performed on other contracts.

All proposals must be signed and dated; if a joint venture submits the proposal, each entity must sign the proposal. All proposals must include Proposal # 452-072-EESPT6-RFP-1.

PROJECT LOCATION AND PURPOSE

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) is inviting qualified proposers to submit competitive proposals for the procurement, installation, and support of a Gas Chromatography–Mass Spectrometry (GC–MS) system. This project is intended to replace our Trace 1310 GC, ISQ 7000, and Teledyne AtomXYZ autosampler system, which will need to be either bought back or removed as part of the proposal.

The primary objective of this project is to enhance CTUIR's capacity for environmental monitoring and bolster research initiatives that underpin its First Foods mission. The instrument will be

installed and operated at the EESP Field Station Analytical Laboratory at the address specified on page one of this document.

The GC-MS system will empower CTUIR to accurately measure and monitor organic compounds and environmental pollutants. The data generated by this system will aid in making informed decisions regarding First Foods' accessibility and formulating mitigation strategies to safeguard and preserve these essential, treaty-protected resources.

The successful proposer will deliver a comprehensive solution, encompassing the requisite equipment, installation, training, and ongoing support as outlined in the Scope of Work detailed later in this document. This all-encompassing solution aims to ensure the smooth integration of the new GC–MS system into CTUIR's existing operations and to facilitate the ongoing advancement of environmental monitoring and research efforts.

PROCUREMENT POLICY AND PROCEDURES

In alignment with the CTUIR Fiscal Management Policy (FMP) and to ensure compliance with all applicable federal regulations, the following procurement policies and procedures are established for this Request for Proposals (RFP).

Conformance with Federal Regulations:

Unless expressly stated otherwise, all procurement activities shall adhere to the provisions of 2 CFR Part 200, as incorporated in the CTUIR FMP. Employees or officials responsible for initiating or authorizing procurement must ensure compliance with any additional rules and regulations mandated by the funding source.

Bond Requirements:

The Tribal Executive Director maintains the authority to waive proposal, performance, and/or payment bond requirements under certain conditions. In the context of an RFP, proposers should be prepared to meet any bonding requirements unless explicitly waived by the Tribal Executive Director. However, the specific bonding requirements, if applicable, will be determined and communicated during contract negotiations with the selected proposer.

Efficient Use of Resources:

Tribal Organizations are encouraged to coordinate procurement efforts to achieve the most significant economies of scale. All authorized employees or officials must ensure that costs incurred are reasonable and that procurement actions are fair, equitable, and compliant with these policies.

2) SCOPE OF WORK

SYSTEM REQUIREMENTS AND LIMITATIONS

The Energy & Environmental Sciences Program (EESP) is seeking proposals for the purchase of a complete turnkey gas chromatography—mass spectrometry (GC–MS) system. The selected system will replace existing equipment purchased in 2021 and should include a trade-in option for the currently owned instruments.

Proposals may include new or certified refurbished systems, provided that all specifications in this RFP are met in full and the vendor guarantees service and parts availability for a minimum of ten (10) years from the purchase date.

Proposals must provide a fully integrated solution from a single manufacturer or authorized distributor. This includes the gas chromatograph, mass spectrometer, autosampler, sample introduction system(s), vacuum and cooling components, operating computer, control and data analysis software, and all necessary accessories for full operational capability.

The system must support quantitative analysis of volatile organic compounds (VOCs) and semi-volatile organic compounds (SVOCs) across a wide range of environmental and chemical sample matrices. It shall utilize a quadrupole mass spectrometer and incorporate a fully automated sample introduction platform meeting the following requirements:

- High-capacity solid-phase microextraction (SPME):
 - o SPME devices shall employ sorbent volumes ≥ 4 μ L.
 - Support immersion in liquids and headspace sampling from heated solid or semi-solid matrices.
 - A vial incubator capable of maintaining ≥ 120 °C with programmable agitation is required.
- Direct liquid injection (DLI):
 - o Must support split and splitless injection modes.
- Automated Workflow Switching:
 - The system shall provide programmable, method-based switching between DLI and SPME workflows without manual hardware reconfiguration.

The software must provide unified control of all GC–MS system components, support quantitative and qualitative workflows, and manage complex method sequences. It must allow secure data export in open, non-proprietary, machine-readable formats to ensure accessibility and regulatory compliance. The system should be optimized for high-throughput operation while delivering defensible, reproducible, and quantitative results across water, air, solid, and extract-based matrices.

The proposed system must meet or exceed the following guaranteed specifications upon installation:

Specification	Minimum Acceptable Criteria
Mass Range	m/z 1 to ≥ 1,000
Scan Speed	Routine ≥ 50 u/s; high-speed mode ≥ 20,000 u/s
Mass Stability	≤ ± 0.1 u over 24–48 h
Mass Resolution	Unit mass resolution (≤ 0.6–0.7 u FWHM)
VOC Sensitivity	≤ 1 pg benzene on-column with S/N ≥ 100:1 (splitless injection, full scan)
SPME Capability*	Sorbent volume ≥ 4 µL; supports both headspace and immersion sampling
TD-SPME Support*	Heated vial incubation ≥ 120 °C with programmable agitation
DLI Capability*	Split and splitless injection modes
Automated Workflow Switching*	Method-based switching between DLI & SPME without manual hardware reconfiguration
Software & Integration*	Unified control of GC, MS, autosampler, and sample introduction platform; export to open data formats
System Integration & Service*	Single, renewable service contract covering GC, MS, autosampler, and sample introduction platform

^{*} These requirements apply to the fully automated sample introduction platform that is included with the delivered system at installation. External or optional third-party solutions will not satisfy these specifications.

Note: TD-SPME refers to thermal desorption of SPME fibers within the GC inlet, using vial incubation at \geq 120 °C with programmable agitation, as specified in this table. This requirement is distinct from a standalone thermal desorption unit for sorbent tube analysis, which is not required at installation but may be proposed as an expansion capability.

Proposers must submit a comprehensive proposal that includes the following:

System and Ancillary Equipment Costs: Proposals must include a detailed, itemized cost breakdown for the complete GC–MS system, stated in U.S. dollars and inclusive of all shipping, insurance, and applicable taxes. This shall cover the gas chromatograph, mass spectrometer, autosampler, fully integrated sample introduction system supporting both high-capacity SPME and direct liquid injection, heated incubation components for TD–SPME workflows, vacuum pump, cooling components, operating computer, instrument control software, and data analysis software. All accessories, consumables, and supporting hardware required for full operational readiness must be included in the quoted price. Proposers must state whether a trade-in option is available for the CTUIR-owned system purchased in 2021 and specify the effect of this trade-in on total cost.

Performance Capabilities: Proposers must provide clear and complete information demonstrating the system's analytical performance across a range of sample matrices and concentrations. Specifications shall address sensitivity, linear dynamic range, method detection limits, repeatability, robustness under high-throughput conditions, and stability in both complex and clean matrices. Supporting documentation such as manufacturer test data, third-party evaluations, or peer-reviewed case studies must be provided in a consistent format, preferably as PDF attachments, to ensure clarity and comparability during evaluation.

Installation, Commissioning, and Training Costs: The proposal must outline all costs and timelines related to delivery, installation, commissioning, and system verification. A comprehensive training

plan must be included, ensuring CTUIR personnel are prepared to operate and maintain the system across all supported modes. Training shall cover both SPME and DLI workflows, including method setup, troubleshooting, and routine maintenance procedures, and must specify the minimum duration, location(s), and number of personnel covered.

Service Contract Agreement: A renewable service contract covering all purchased components must be included. This agreement shall extend warranties to the GC, MS, autosampler, sample introduction platform, software, operating computer, and all accessories. The service contract must include at least one annual preventive maintenance visit, as-needed technical support, and on-site service when required. All coverage must be under a single agreement managed directly by the manufacturer or an authorized distributor. Proposers must also provide a ten-year projection of potential price escalations for service and support.

Delivery Timeline: Following contract award, proposers must provide an estimated delivery and installation timeline. The schedule must clearly identify critical dates and milestones, including the contract award date, equipment trade-in deadlines, installation dates, and any funding or grant-related constraints. Known lead times or potential supply chain delays must be disclosed and factored into the proposed timeline to ensure timely delivery and installation.

Compliance Evidence: Proposals must include documentation demonstrating compliance with applicable industry standards and regulatory requirements. This may consist of safety certifications, quality system documentation, software licensing and update policies, and evidence of compatibility with standard environmental and laboratory protocols.

Payment Terms: Proposers must specify preferred payment terms, including any upfront costs, milestone payments, and the final balance due upon system acceptance. CTUIR operates on net 30 payment terms; any deviation from this standard must be clearly stated and justified.

Relevant Evaluation Criteria:

Notice to Proposers: Proposals must fully address all specifications outlined in this RFP. Systems will be evaluated on their ability to meet or exceed the stated requirements and to demonstrate equivalent or superior functionality for the intended workflows. Proposers must provide complete and verifiable performance data for all required criteria, with any alternative solutions clearly cross-referenced to the applicable specification. Supporting evidence should include manufacturer documentation, installation verification reports, or third-party/peerreviewed data where applicable. Proposals lacking minimum specifications, equivalent substitutes, or transparent supporting data will be considered non-responsive and may be disqualified.

1. Instrument Functionality and Core Specifications (30 points)

Mass Spectrometer Design and Operation (10 points):

Describe the configuration and capabilities of the proposed mass spectrometer—single quadrupole (SQ), triple quadrupole (TQ), or other technology meeting/exceeding all stated specifications. Include interchangeable ionization modes (e.g., EI, CI), supported scan modes (full scan, SIM, MRM), resolution (≤ 0.6–0.7 amu unit resolution or equivalent), mass range, and scan

speed. Preference for systems with robust mass stability, rapid acquisition, and flexibility across quantitative and qualitative workflows.

Sample Introduction Versatility (10 points):

System must support fully automated, method-based switching between direct liquid injection (split/split-less) and high-volume SPME ($\geq 4\,\mu$ L) without manual hardware changes and must be compatible with immersion, headspace, and solid/semi-solid matrices using heated vial incubation ($\geq 120\,^{\circ}$ C with programmable agitation).

System Control and Integration (10 points):

System must manage GC, MS, autosampler, and sample introduction hardware through unified software, with real-time diagnostics, automated method control, audit traceability, and openformat data export for regulatory compliance.

2. Sensitivity and Analytical Performance (30 points)

VOC Sensitivity and Detection Limits (10 points):

Report benchmark sensitivity data (e.g., \leq 1 pg benzene on-column with S/N \geq 100:1) in full scan and SIM/MRM modes where applicable. Include method conditions, matrix type, and preference for validated performance in representative environmental matrices.

SVOC and Matrix Range Performance (10 points):

Provide representative SVOC performance data for water, solid extracts, and air, addressing linear dynamic range, calibration reproducibility, and measures to reduce carryover and mitigate matrix effects.

Sample Throughput and Workflow Optimization (10 points):

Describe features that improve throughput, such as parallel vial preparation/preconditioning, short injection cycles, automated cleaning, and the ability to alternate between SPME and DLI in a single sequence without manual reconfiguration.

3. Advanced Features and Expandability (20 points)

Mass Spectral Performance and Flexibility (10 points):

Describe how the system leverages its mass analyzer design. For SQ: highlight SIM/full scan flexibility and sensitivity. For TQ: detail MRM optimization, dynamic MRM, and matrix suppression handling. Preference for systems with modular upgrades or expandability to extend analytical capabilities without full replacement.

Sample Introduction and Automation Features (10 points):

Describe automation features for sample introduction, including high-capacity SPME formats, liquid injection, and TD-SPME workflows using heated vial incubation (≥ 120 °C) with programmable agitation. Indicate if expandable to a standalone thermal desorption unit for sorbent tube analysis. Address method-driven switching between introduction modes, incubation temperature control, agitator heating, and automated fiber conditioning. Explain compatibility with autosampler or robotic expansions to improve throughput or functionality.

4. System Integration and Cost Transparency (10 points)

Cost Breakdown for Complete System (5 points):

Provide an itemized cost breakdown for all system components, including GC, MS, autosampler, sample introduction system(s), operating computer, software, vacuum/cooling systems, and installation. Identify trade-in values, optional accessories, and any items not in the base price. All costs must be in U.S. dollars, inclusive of shipping, insurance, and applicable taxes.

Single-Vendor Service and Support (5 points):

Demonstrate that all core components—GC, MS, autosampler, sample introduction platform, software, operating computer, and accessories—are supported under a single, renewable preventative maintenance service contract by the manufacturer or authorized service partner. Preference for fully integrated systems minimizing inter-vendor dependencies.

5. Installation, Training, and Commissioning (15 points)

Startup and Commissioning Plan (7 points):

Outline delivery, installation, and commissioning, including verification against Guaranteed Specifications at Installation. Timeline must align with RFP milestones, including funding or trade-in deadlines. Disclose any lead time, supply chain, or site constraints affecting delivery or installation.

Training Program (8 points):

Describe the training program for CTUIR personnel, including duration, format (on-site, virtual, recorded), and number of participants. Must cover operation and maintenance of SPME, DLI, and TD-SPME workflows, method development, troubleshooting, and routine maintenance. Training must address knowledge retention, including supplemental resources such as manuals, video modules, or vendor support lines.

6. Pricing and Long-Term Value (10 points)

Value Justification (5 points):

Explain the system's value relative to cost, considering included features, analytical capabilities, reliability, and performance for VOC/SVOC workflows.

Cost Stability and Projection (5 points):

Provide a ten-year projection of costs for consumables, service renewals, software updates, and major maintenance or replacements. Indicate whether costs are fixed, capped, or subject to escalation, stating the basis for any escalation.

7. Past Performance and Reliability (10 points)

Project History and System Reliability (5 points):

Document successful implementation of comparable GC–MS systems in environmental or research laboratories. Provide client testimonials, project summaries, or peer-reviewed validation data when available.

Contract Compliance and Timely Delivery (5 points):

Demonstrate historical adherence to contract timelines, training delivery, and service reliability. Include references and contact details for recent installations of similar scope.

8. Renewable Service Contract and Long-Term Cost Projections (10 points)

Preventative Maintenance Service Contract (10 points):

Detail the terms of the proposed renewable service agreement covering all GC–MS components, including GC, MS, autosampler, sample introduction modules, vacuum/cooling systems, and software. Include provisions for annual preventative maintenance, response time guarantees, and on-site service support. Proposals that include longer (multi-year) coverage with full preventative maintenance agreements are preferential and will score higher than single-year or partial coverage on preventative maintenance agreements included in the proposal price.

9. Disqualification Factors

Proposals may be disqualified for the following reasons:

- Failure to meet core instrument specifications or sensitivity thresholds.
- Incomplete or vague responses to required evaluation criteria.
- Missing or unclear cost breakdowns and long-term cost projections.
- Lack of comprehensive installation, training, or service plans.

GENERAL WORK PROVISIONS

Materials and Services Furnished by the Contractor:

The contractor must supply all materials, tools, equipment, and experienced laborers necessary to complete the work specified in the contract. In addition, the contractor must furnish and cover all equipment, operation, and transportation costs required for the installation.

The contractor must provide an experienced, qualified supervisor for installing, operating, and maintaining the GC-MS system. The supervisor shall ensure that all safety equipment and training for personnel performing the work are in place. The supervisor shall be the designated representative to supervise contract operations and represent the contractor.

Contractor Liability, Licensing, and Insurance Requirements:

The contractor shall be held responsible for all damages to persons or property resulting from the contractor's fault or negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The CTUIR will provide workers' compensation insurance for CTUIR employees when they are on the work site.

Liability insurance must name the CTUIR as an additional insured party for the duration of the project. The contractor must provide Commercial Automobile Liability Insurance in an amount equal to the greater of (1) one million dollars for all vehicles used in the performance of the Services or (2) any other amount required by applicable law. The contractor must also provide a certificate of workers' compensation insurance (if the contractor has employees).

The contractor shall post their Performance and Payment Bonds equal to 100 percent of the contract price before work commences, as required by the federal funding agency and applicable state laws for public works projects in Oregon.

Furnished Materials and Services:

The contractor shall provide experienced staff and all required materials to complete the installation and initial setup of the GC-MS system as described in this document. This includes delivery, assembly, integration, and performance verification of all components. The CTUIR or designated agent will provide access to work areas and access roads, administer the contract, and oversee all work elements. The CTUIR shall conduct regular inspections of work for compliance and certification of the contractor's work.

Proposal Itemization:

Proposers must submit a complete, itemized cost breakdown for the GC–MS system and all equipment necessary for full operational capability. This breakdown must include the gas chromatograph, mass spectrometer, autosampler, sample introduction systems, vacuum pump, cooling equipment, and an operating computer with fully licensed instrument control and data analysis software. All prices must be stated in U.S. dollars and include shipping, insurance, installation, and applicable taxes. Optional accessories, trade-in values, and any items not included in the base system must be clearly identified and priced separately. Each proposal must also include the cost and terms of a renewable annual service contract that maintains manufacturer warranties, provides preventive maintenance, and guarantees need-based technical support with on-site service as required. All proposed new or certified refurbished systems and components must commit to full-service support, including replacement parts, software updates, and technical assistance, for a minimum of ten years from the date of purchase.

Work Completion and Quality Assurance:

Completion of work will be determined solely by the successful installation and full operational setup of the GC-MS system in accordance with all specifications and requirements set forth in this document and the executed contract. Any deviation from these requirements will constitute unsatisfactory performance, and the contractor shall, at no additional cost to CTUIR, promptly reperform or correct the work until full compliance is achieved.

The contractor shall maintain on-site a complete copy of the executed contract and all current project specifications, ensuring they are readily accessible to all personnel engaged in the work. These documents shall serve as the governing reference during discussions, inspections, and progress evaluations. This requirement is intended to ensure mutual understanding of obligations, facilitate clear communication, and support the timely completion of work to the agreed standards.

Timeline and Penalties for Unauthorized Delays:

a. The project will commence on the **Project Initiation Date** indicated on the cover page, with an expected completion date on or before the **Project Completion Date** specified on the same page.

The Contractor must complete all aspects of the work before the Project Completion Date unless completion is delayed due to weather or conditions mutually agreed upon and designated in writing by the Contractor and the CTUIR.

- b. Once initiated, project work shall be ongoing. Work shall commence on a Monday-Friday schedule unless prior arrangements are made with the CTUIR. Any delay in the project's progress shall be discussed and agreed upon with the CTUIR.
- c. Work shall commence once the work schedule is approved, and shall be ongoing, unless weather conditions or circumstances beyond the contractor's control prevent the contractor from working sufficiently. Any deviation from the approved work schedule must be approved in writing by the CTUIR.
- d. The CTUIR will levy a penalty of \$500 per calendar day against the contractor if the project is not completed by the scheduled completion date outlined on page one or some other date mutually agreed in writing by both parties.

Payment:

Proposers are requested to submit their most competitive and final pricing for the requested products and services, as outlined in this document. Prices should be itemized and broken down as requested in the proposal submission guidelines.

The CTUIR is eligible for GSA pricing. Proposers who are GSA Schedule contract holders should provide their GSA pricing, clearly indicating the applicable GSA Schedule number and terms.

Payment for completed work will be made according to the agreed-upon payment schedule and terms set forth by both parties in the final contract. CTUIR follows a net 30 payment policy, which means that payment is made within 30 days following the approval of the final invoice or as stipulated in the contract, whichever is deemed most appropriate.

Upon receiving the final invoice, CTUIR personnel will conduct a final inspection to evaluate the quality of the work. If the work meets the required standards during the final inspection, payment will be issued within the designated net 30-day timeframe.

All prices should be presented in United States Dollars (USD) and include applicable taxes, fees, shipping, or other associated costs. Payment terms will be subject to negotiation upon awarding the contract, based on the best interests of CTUIR and in accordance with applicable regulations and policies.

Site and Property Management:

The Contractor must ensure their activities minimize any negative impact on the property. They are only permitted to use vehicles at designated project access points and should use them sparingly to prevent unnecessary wear and tear on the site.

If the contractor causes damage to the facilities or equipment, they are required to repair or replace the damaged items at their expense. Final approval from CTUIR will be contingent upon the satisfactory completion of all repairs and replacements and the project's overall completion in accordance with the contract's terms and conditions.

Final approval signifies that CTUIR has reviewed and inspected the completed work, confirming that it meets the agreed-upon specifications, quality standards, and any additional requirements outlined in the contract. Once final approval is granted, the Contractor is eligible for the release of any withheld payments and the closure of the contract.

WARRANTY AND SUPPORT:

Proposers shall provide a comprehensive warranty for the GC–MS system, valid for a minimum of one (1) year from the date of completed installation and formal acceptance by CTUIR. The warranty shall cover all system components—including the gas chromatograph, mass spectrometer, autosampler, sample introduction system, vacuum and cooling components, software, and associated hardware—and shall include both parts and labor at no additional cost to CTUIR.

The proposal shall clearly describe the process for initiating warranty claims, including required points of contact, expected response times, and standard turnaround periods for repairs or part replacements. Proposers shall state whether remote diagnostics, telephone support, and on-site service are included during the warranty period.

Upon expiration of the initial warranty, proposers shall offer a renewable service contract agreement, effective annually, that includes at minimum: one (1) annual preventive maintenance visit; as-needed technical support (including remote and on-site support); software updates and license renewals (if applicable); access to consumable parts and recommended spares; and guaranteed response times for all support inquiries. The service agreement shall be structured to ensure continuous system operation and shall include a pricing projection for a minimum of ten (10) years from the initial contract date.

Proposers shall provide documentation describing service history tracking, escalation procedures, and vendor responsibilities. Any system not meeting these warranty and support requirements will be deemed non-compliant and may be disqualified from consideration.

3) CONTRACT AWARD:

The contract shall be awarded to the proposer whose submission is determined to be the most responsive, responsible, and cost-effective, and fully satisfies all evaluation criteria and requirements stated in this RFP. In accordance with applicable policies, fair consideration shall be given to Indian-owned, minority-owned, veteran-owned, woman-owned, and disabled-owned business enterprises.

Upon award, the successful proposer shall enter into a formal agreement with the CTUIR Department of Natural Resources. The agreement shall define all terms and conditions, including a termination clause specifying the conditions under which either party may terminate the contract and any applicable penalties, remedies, or obligations arising from such termination.

The CTUIR Department of Natural Resources – Energy and Environmental Sciences Program reserves the right to conduct a pre-award survey to determine the proposer's responsibility and capability to perform under the contract prior to award. Such a survey may include, but is not limited to, review of prior contract performance, subcontracting arrangements, financial capacity, staffing, equipment availability, and overall readiness to fulfill the contract requirements.