

STATE OF ALASKA INVITATION TO BID (ITB)



ENVIRONMENTAL HEALTH LABORATORY INTERIOR REPAIRS

18-314-21

ISSUE DATE: AUGUST 21, 2020

The Department of Environmental Conservation, Environmental Health Lab (EHL) is soliciting quotes for repair of interior areas of sheetrock of the EH Lab that sustained damage as a result of the 2018 earthquake.

IMPORTANT NOTICE: If you received this solicitation from the State of Alaska's "Online Public Notice" website, you must register with the procurement officer listed below in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that they comply with the following:

- (1) the bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal Government;
 - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
 - the bid will remain open and valid for at least 90 days;
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an MBE/WBE certificate at the time designated in the ITB for opening the state will disallow the MBE/WBE Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default. All large procurement requires Alaska business license for any type of purchase or service.

NAME: Rick Cottrell Procurement Officer Email: decdasprocurement@alaska.gov	* DOES YOUR BUSINESS QUALIFY FOR THE MBE / WBE? [] YES [] NO	*If YES certification # _____ *See ITB for explanation of criteria to qualify.
_____ COMPANY SUBMITTING BID	_____ AUTHORIZED SIGNATURE	_____ PRINTED NAME
_____ DATE	_____ TELEPHONE NUMBER	_____ E-MAIL ADDRESS
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ DUNS /CAGE Number

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Environmental Conservation, Environmental Health Lab (EHL) is soliciting quotes for repair and painting of interior areas of sheetrock of the EH Lab that sustained surface damage as a result of the 2018 earthquake.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **September 17, 2020**, at which time they will be opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 REQUIRED LICENSE

Bidder's must have a current General Contractors License and be in good standings with the State of Alaska. The license must be submitted with the bid submission. Bids received with no license will be considered non-responsive.

SEC. 1.04 INVITATION TO BID (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

SEC. 1.06 SITE VISIT

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. The site visit will be at the Environmental Health Laboratory, 5251 Dr. Martin Luther King Jr. Ave. on September 1, 2020 at 1:00 PM. Due to COVID restrictions on groups, bidders shall RSVP to jessie.gagnebin@alaska.gov. Only if the total group is greater than 10 persons, as second date/time may be established. Additionally, all attendees will be required to sign in, receive a visitor badge, and wear a face covering while in the facility.

This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB. Any questions potential bidders have must be directed to the procurement officer as required in Section 1.07.

SEC. 1.07 SUBMITTING BIDS

SPECIAL INSTRUCTIONS FOR SUBMITTING PROPOSALS

Due to COVID 19 do not use the hand delivered, or U.S. mail or any delivery service to return your bid form. Oral proposals, or faxed proposals are not acceptable.

Any bids received after the scheduled closing date and time will be deemed non-responsive and returned to the bidder. The bid package must be submitted in PDF format and sent via email as follows:

To: decdasprocurement@alaska.gov

Attn: Rick Cottrell

Subject: Bid Submission for ITB 18-314-21, Environmental Health Lab Interior Repairs

It is the bidder's responsibility to contact the issuing agency at decdasprocurement@alaska.gov to confirm that the bid has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 BID FORMS

Bidders shall use the front page of this ITB, and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

BIDDER'S CERTIFICATION

By signature on the bid, the bidder certifies that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

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

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

FEDERAL REQUIREMENTS

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

SEC. 1.09 PRICES

The bidder shall state prices in the units of issue on this ITB. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the state, the bidder may list such taxes separately, directly below the bid price for the affected item.

SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY

Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of bids.

SEC. 1.11 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

SEC. 1.12 AMENDMENTS TO THE ITB

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

SEC. 1.13 ITB SCHEDULE

The ITB schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / ITB Released		August 21, 2020
Site Visit	1:00 PM	September 1, 2020
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	September 17, 2020
Bid Evaluations Complete approximately		September 18, 2020
Notice of Intent to Award approximately		September 21, 2020
Contract Issued approximately		October 5, 2020

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Environmental Conservation, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.14 ALTERNATE BIDS

Bidders may only submit one bid for evaluation. In accordance with 2 AAC 12.830 alternate bids (bids that offer something different than what is asked for) will be rejected.

SEC. 1.15 SUPPORTING INFORMATION

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

SEC. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award, approximately October 5, 2020, for approximately three months until completion.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Environmental Conservation, Division of Environmental Health.

SEC. 2.03 CONTRACT FUNDING

Department of Environmental Conservation, Division of Environmental Health, estimates a budget of between \$130,000.00 and \$138,000.00 dollars for this contract. Bids priced at more than \$138,000.00 will be considered non-responsive.

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

SEC. 2.04 CONTRACT EXTENSION

Unless otherwise provided in this ITB, the state and the successful bidder/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.06 SUBCONTRACTORS

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

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

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and

- a written statement signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A bidder's failure to provide this information, within the time set, may cause the state to consider their bid non-responsive and reject it.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location the work is to be performed, completed and managed is at 5251 Dr. Martin Luther King Ave. Anchorage AK 99507.

The state will provide a designated location for the placement of portable storage unit or trailer.

SEC. 2.09 SCOPE OF WORK AND SPECIFICATIONS

Summary

The damage sustained to the interior of the building consists of cracks in the sheetrock, paint separation and the separation of caulk from mounted fixtures and moldings. Detailed information regarding areas of concern can be found at: <http://dec.alaska.gov/ch/lab/interior-damage-photos.aspx> in conjunction with facility floor plan, Attachment 4 and the interior damage photo list on Attachment 5.

Safety

The Contractor must maintain a safe job site that meets the Occupational Safety and Health Administration (<https://www.osha.gov>) and Alaska Occupational Safety and Health requirements (<https://labor.alaska.gov/lss/oshhome.htm>). Job sites and locations must remain clear of slip or trip hazards. Safeguards must be in place to reduce dust and debris from migrating out of the localized work area. The Contractor must ensure that all product safety requirements are followed including: Personal Protective Equipment, application, dry and curing times, clean up, disposal and ventilation.

The Contractor must follow the Visitors/Contractors section of the EHL COVID Management Plan (Attachment 6).

Work Implementation Meeting

The Contractor shall meet with EH Lab management and Building Maintenance & Operations (BM&O) staff to establish a work plan that will minimize the impact to the laboratory operations and conduct an overview of the project. The overview shall include building access guidelines, fixture/equipment relocation, hours of operation for the project and expected outcome of the repairs/restoration. Access control and instructions will be provided to two Contractor designees' to act as escorts for the Contractor during the project.

Fixtures and Laboratory Equipment

The Contractor must coordinate with EH Lab management and BM&O to request the relocation of test instruments and equipment as needed, prior to and after repair/restoration and painting operations in the laboratory wing. The movement of equipment and furniture in the administrative area shall be conducted by the Contractor.

Materials

The Contractor shall provide all materials, supplies and equipment to complete the repairs and restoration. Color and texture matching shall be reviewed and approved by EH Lab management or BM&O staff.

Scope of Work

The Contractor shall conduct a walk through with the EH Lab management and BM&O staff to establish a workplan that will minimize the impact to the operations of the laboratory. The walk through shall be conducted during the implementation meeting. The Contractor shall provide the BM&O staff with a projected timeline and completion expectations for each area of repair/restoration. Weekly updates from the Contractor shall be submitted to BM&O staff to address any issues that arise from the repair/restoration operation, safety issues or major damage will be brought to the attention of BM&O staff immediately and must be resolved prior to work continuing. Work hours for the project must be conducted between 6:30 AM to 5:00 PM Monday thru Friday excluding state holidays. After hours work may be arranged as needed with advanced planning with EH Lab management and BM&O staff.

1. Damage sheetrock must be repaired or replaced as deemed appropriate by the Contractor. All patching, taping and sanding must be consistent with industry standards. Areas to be repaired must be cleaned with a suitable cleaning solution that shall not affect paint adhesion. Taping must be done with paper tape. Texture matching will be required prior to applying primer or paint. Repairs shall result in a like new appearance.

2. Painting of the restored sheetrock and caulked areas must have a minimum of two coats and feathered as needed to match the existing paint. Item and fixtures that cannot be removed before painting must be sealed with plastic sheeting or tarps to protect from excess paint and overspray, drop cloths are not acceptable.

3. Caulking of areas and equipment. The Contractor must remove the old caulking material prior to the application of the new material. Caulking that is used to seal around windows, door frames and molding must be painted to match the current color.

4. The Contractor must remove debris from the job site daily in order to maintain a clean, orderly, and safe work area.

The Contractor shall conduct a final inspection of each area that has been completed with the EH Lab management or BM&O staff for final approval of the repair/restoration.

SEC. 2.10 INSPECTION & MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for proving all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

SEC. 2.11 CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

SEC. 2.12 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

SEC. 2.13 INSURANCE

Without limiting the contractor’s indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor’s policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to contract approval and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor’s services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

- Workers’ Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.
- Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

SEC. 2.14 MANDATORY REPORTING

The contractor must provide a quarterly usage report to the procurement officer in an electronic format (Excel). The report must contain at least the following information: purchasing entity, description of items

and/or services purchased, date of purchase, contract price, retail price, extended contract and retail price, and savings.

These reports are due 30 days after the end of each quarter. The contractor's failure to provide these reports as required may result in contract default action.

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 – Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 – Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 – Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 – Jun 30):	Jul 31

Any quarter with zero sales must be reported as zero sales. This may be done via email to the procurement officer.

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The state will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

SEC. 3.02 PAYMENT FOR STATE PURCHASES

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

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

SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Because of the additional administrative and accounting time required of the state when third party financing agreements are permitted, they will not be allowed under this contract.

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

SEC. 4.02 APPLICATION OF MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN'S BUSINESS ENTERPRISE (WBE) PREFERENCES-AS 36.30.890

To receive the points, the qualified Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) contractor or subcontractor must provide evidence of certification and the work that they shall perform.

This project is funded in part or fully through federal grants or cooperative agreements. It is a national policy to award a fair share of contracts to Minority Firms and Women's Business Enterprises through affirmative action. This solicitation incorporates a five-point preference for all qualified minority firms and women's business enterprises.

In order to be deemed a bona fide Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) a firm must be an independent business concern which is a least fifty-one percent (51%) owned and controlled by minority group members or women.

It is the responsibility of the offeror to include in the proposal an affidavit of their qualifications and/or of the qualifications of their subcontractors for this preference. It is also the responsibility of the offeror claiming eligibility for this preference to pledge in the proposal that the eligible subcontractor will be **guaranteed** the proposed work.

SEC. 4.03 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the state to disallow the preference.

SEC. 4.04 EXTENSION OF PRICES

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

SEC. 4.05 METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

SEC. 4.06 CONTRACTOR SELECTION PROCESS

Once the contracts are established this selection process will be used. When the state needs security services the lowest priced contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the needed service, the state will contact the next lowest priced contractor for that

location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For instance, if there was a need to transport a person from Anchorage to Fairbanks and then guard the person for two days in Fairbanks, the agency would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

SEC. 4.07 NOTICE OF INTENT TO AWARD

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement officer does so without a contract and at their own risk.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED FORMS

Prior to the award of a contract, a bidder must hold a valid Alaska business license. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

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

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

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

SEC. 5.02 AUTHORITY

This ITB is written in accordance with AS 36.30 and 2 AAC 12.

SEC. 5.03 COMPLIANCE

In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

SEC. 5.04 SUITABLE MATERIALS, ETC.

Unless otherwise specified in this ITB, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

SEC. 5.05 SPECIFICATIONS

Unless otherwise specified in this ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

SEC. 5.06 ORDER DOCUMENTS

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The state is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the state under this ITB. Unless otherwise specified in this ITB, the State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

SEC. 5.07 HUMAN TRAFFICKING

By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/bureaus-offices/under-secretary-for-civilian-security-democracy-and-human-rights/office-to-monitor-and-combat-trafficking-in-persons>

Failure to comply with this requirement will cause the state to reject the bid as non-responsive or cancel the contract.

SEC. 5.08 RIGHT OF REJECTION

Bidders must comply with all of the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the ITB.

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counteroffer and the bid may be rejected.

Minor informalities that:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.
A bid from a debarred or suspended bidder shall be rejected.

SEC. 5.09 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.10 DISCLOSURE OF BID CONTENTS

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

Trade secrets and other proprietary data contained in bids may be held confidential if the bidder requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The bidder's request must be included with the bid, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 5.11 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Bids that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 5.12 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 5.13 DEFAULT

In case of default by the contractor, for any reason whatsoever, the state may procurement the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

SEC. 5.14 DISPUTES

If the contractor has a claim arising in connection with the contract that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632.

SEC. 5.15 SEVERABILITY

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

SEC. 5.16 CONTRACT CANCELLATION

The state reserves the right to cancel the contract at its convenience upon 30 calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

SEC. 5.17 GOVERNING LAW; FORUM SELECTION

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by Section 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 5.18 SOLICITATION ADVERTISING

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

SEC. 5.19 QUALIFIED BIDDERS

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

SEC. 5.20 FEDERALLY IMPOSED TARRIFFS

Changes in price (increase or decrease) resulting directly from a new or updated Federal Tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The Contractor must promptly notify the Procurement Officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the Procurement Officer.
- **After-imposed or Increased Taxes and Duties:** Any Federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

- a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in Federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.
 - **State's Ability to Make Changes:** The State reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
 - **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC.5.21 FEDERAL DEBARMENT CERTIFICATION

Expenditures from a contract resulting from this solicitation may involve federal funds. The U.S. Department of Labor requires all State agencies that are expending federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the federal government. Certification regarding debarment, suspension, ineligibility and voluntary exclusion lower tier covered transactions must be completed and submitted by the offeror to the Procurement Officer prior to contract / purchase order award (**Appendix B: Federal Debarment Certification Form**). If Contractors do not complete the Federal Debarment Certification Form shall be disqualified from consideration.

SEC. 5.22 PROTEST

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

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of bids.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If a bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a bid in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;

- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All bidders will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Bid Form;
- 2) Standard Contract Form for Goods and Non-Professional Services;
- 3) Federal Debarment Certification Form-Appendix B;
- 4) Floor Plan;
- 5) Interior Damage Photo List; and
- 6) EHL COVID Management Plan.

ATTACHMENT 1
BID FORM

Environmental Health Laboratory Interior Repair
ITB# 18-314-21
Issue Date: August 20, 2020

Modifications and any additions to the below form or format will not be allowed. Bids may be considered non-responsive if any modification or additions made to the form.

DESCRIPTION	Project Cost	TOTAL COST US\$
Environmental Health Lab Interior Repair Section 2.09, Scope of Work and Specifications (including all labor, materials and safety equipment)	US\$_____	US\$_____
Grand Total Cost		US\$_____

Name of Offeror's Firm: _____

Print Name and Signed: _____

Date: _____

Attachment 2

STANDARD CONTRACT FORM

Goods and Non-Professional Services

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of Environmental Conservation		Division	hereafter the State, and
9. Contractor hereafter the contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Service: 2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the services to be performed by the contractor. ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____. ARTICLE 4. Considerations: 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed _____ in accordance with the provisions of Appendix D. 4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
12. CONTRACTOR			
Name of Firm			
Signature of Authorized Representative			
Typed or Printed Name of Authorized Representative			
Date			
13. DIVISION		14. CONTRACTING AGENCY	
Department/Division		Division/Section Administrative Services/Procurement	
Signature of Project Director		Signature of Procurement Officer	
Typed or Printed Name of Project Director		Typed or Printed Name of Procurement Officer	
Date		Date	

APPENDIX A

GENERAL CONDITIONS

1. Inspections and Reports:

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

2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

3. Disputes:

If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620-AS 36.30.632

4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

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

8. Payment of Taxes:

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

9. Compliance:

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

10. Conflicting Provisions:

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

11. Officials Not to Benefit:

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

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. Force Majeure:

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

15. Contract Extension:

Unless otherwise provided, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. Severability:

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

17. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

18. Governing Law; Forum Selection

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

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

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

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

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

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

Name and Title of Authorized Representative

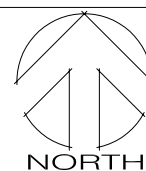
Signature

Date

Federal Debarment Certification Form Instructions

Instructions for Certification

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



Revision PDM 2/11/20	Epoxy Paint		
Picture Name	TYPE OF DAMAGE	X on Map	
Rm101.Ceiling.SWCorner.JPEG	Sheetrock		
Rm104.Ceiling.NWCorner.1.JPEG	Sheetrock		
Rm104.Ceiling.NWCorner.2.JPEG	Sheetrock		
Rm105.Ceiling.SWCorner.JPEG	Sheetrock		
Rm106.SWall.WWin.Above.JPEG	Sheetrock		
Rm106.SWall.WWin.BotLt.JPG	Sheetrock		
Rm106.SWall.WWin.BotRt.jpg	Sheetrock		
Rm106.SWall.WWin.TopLt.JPEG	Sheetrock		
Rm108.SWall.EWin.Above.JPEG	Sheetrock		
Rm108.SWall.EWin.BotLt.JPEG	Sheetrock		
Rm108.SWall.EWin.BotRt.jpg	Sheetrock		
Rm110.SWall.LtWin.JPEG	Sheetrock		
Rm110.SWall.RtWin.JPEG	Sheetrock		
Rm110.SWall.UnderWin.JPEG	Sheetrock		
Rm110A.SWall.LtSide.JPEG	Sheetrock		
Rm110A.SWall.RtSide.JPEG	Sheetrock		
Rm111.NECorner.JPEG	Sheetrock		
Rm112.EWall.LtCorner.JPEG	Sheetrock		
Rm112.EWall.TopRt.JPEG	Sheetrock		
Rm112.SWall.LtSide.JPEG	Sheetrock		
Rm112.SWall.RtSide.JPEG	Sheetrock		
Rm113.EWall.BotLt.JPEG	Sheetrock		
Rm113.EWall.BotRt.JPEG	Sheetrock		
Rm113.EWall.TopRt.JPEG	Sheetrock		
Rm114.EWall.LtSide.JPEG	Sheetrock		
Rm114.EWall.RtSide.JPEG	Sheetrock		
Rm114.EWall.RtSideSill.JPEG	Caulk, and paint		
Rm115.SWCorner.JPEG	Sheetrock		
Rm116.NWall.RtSide.JPEG	Sheetrock		
Rm116.SWall.JPEG	Sheetrock		
Rm117A.SWCorner.JPEG	Sheetrock		
Rm117C.WWall.Center.JPEG	Sheetrock		
Rm117D.ECase.Lt.JPEG	Caulk		
Rm117D.ECase.Mid.JPEG	Caulk		
Rm117D.ECase.Rt.JPEG	Caulk		
Rm117D.WCase.Lt.JPEG	Caulk		
Rm117D.WCase.Mid.JPEG	Caulk		
Rm117D.WCase.Rt.JPEG	Caulk		
Rm125.EWall.BotLt.jpg	Sheetrock		
Rm125.EWall.BotRt.JPEG	Sheetrock		
Rm125.EWall.TopLt.JPEG	Sheetrock		
Rm125.EWall.TopRt.JPEG	Sheetrock		
Rm125.NWall.Ewin.BotLt.jpg	Sheetrock		
Rm125.NWall.EWin.BotRt.JPEG	Sheetrock		
Rm125.NWall.EWin.TopRt.JPEG	Sheetrock		
Rm125.NWall.WWin.BotLt.JPEG	Sheetrock		

Alaska State Environmental Health Laboratory-Interior List

Rm125.NWall.WWin.BotMid.JPEG	Sheetrock		
Rm125.NWall.WWin.BotRt.JPEG	Sheetrock		
Rm127.NWCorner.JPEG	Sheetrock		
Rm130.ECloset.WWall.Ceiling.JPEG	Sheetrock		
Rm130.NECorner.RtDoor.JPEG	Sheetrock		
Rm130.NWall.JPEG	Sheetrock		
Rm130.SE.Corner.jpg	Sheetrock		
Rm130.SWall.1.JPEG	Sheetrock		
Rm130.SWall.2.JPEG	Sheetrock		
Rm130.WWall.Ceiling.JPEG	Sheetrock		
Rm130.WWall.Center.JPEG	Sheetrock		
Rm130.WWall.LtDoor.JPEG	Sheetrock		
Rm130.WWall.RtDoor.JPEG	Sheetrock		
Rm140.Btwn.148-N147.jpg	Sheetrock		
Rm140.byS147.jpg	Sheetrock		
Rm140.EWall.Btwn159N-S.JPEG	Sheetrock		
Rm140.EWall.BtwnPanelsNH-SG.JPEG	Sheetrock		
Rm140.EWall.BtwnS159-158.BotLt.JPEG	Sheetrock		
Rm140.EWall.BtwnS159-158.BotRt.JPEG	Sheetrock		
Rm140.EWall.BtwnS159-158.TopLt.JPEG	Sheetrock		
Rm140.EWall.BtwnS159-158.TopRt.JPEG	Sheetrock		
Rm140.EWall.Rt176.JPEG	Sheetrock		
Rm140.WWall.154Win.TopRt.JPEG	Sheetrock		
Rm140.WWall.BtwnFE-S169A.JPEG	Sheetrock		
Rm140.WWall.Lt169C.JPEG	Sheetrock		
Rm140.WWall.LtS169A.BotLt.JPEG	Sheetrock		
Rm140.WWall.LtS169A.TopLt.JPEG	Sheetrock		
Rm140.WWall.LtS169A.TopRt.JPEG	Sheetrock		
Rm140.WWall.Near165.JPEG	Sheetrock		
Rm140.WWall.PanelNC.TopLt.JPEG	Sheetrock		
Rm140.WWall.PanelSC.BotLt.JPEG	Sheetrock		
Rm141.NWCorner.Top.JPEG	Sheetrock		
Rm142.NWall.by143.JPEG	Sheetrock		
Rm142.WWall.NWin.LtSide.JPEG	Sheetrock		
Rm142.WWall.NWin.RtSide.jpg	Sheetrock		
Rm142.WWall.SWin.RtSide.jpg	Sheetrock		
Rm143.EWall.By144Rt.jpg	Sheetrock		
Rm143.SWall.by142Rt.JPEG	Sheetrock		
Rm143.WWall.WinLtSide.jpg	Sheetrock		
Rm143.WWall.WinRtSide.JPEG	Sheetrock		
Rm144.SECorner.JPEG	Sheetrock		
Rm144.WWall.LtSide.jpg	Sheetrock		
Rm144.WWall.RtSide.jpg	Sheetrock		
Rm146.NWall.LtSide.jpg	Sheetrock		
Rm146.WWin.LtSide.JPEG	Sheetrock		
Rm146.WWin.RtSide.JPEG	Sheetrock		
Rm147.Ceiling.1.jpg	Sheetrock		
Rm147.Ceiling.2.jpg	Sheetrock		
Rm147.Ceiling.3.jpg	Sheetrock		

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Rm147.Ceiling.4.jpg	Sheetrock		
Rm147.Ceiling.5.jpg	Sheetrock		
Rm147.Ceiling.6.JPEG	Sheetrock		
Rm147.Ceiling.7.jpg	Sheetrock		
Rm147.EWall.CeilingCorner.JPEG	Sheetrock		
Rm147.EWall.WinBotLt.JPEG	Sheetrock		
Rm147.SWall.CeilingCorner.JPEG	Sheetrock		
Rm147.WWall.AboveNDoor.jpg	Sheetrock		
Rm147.WWall.AboveSDoor.jpg	Sheetrock		
Rm149.EWall.BotLt.JPEG	Sheetrock		
Rm149.EWall.TopLt.JPEG	Sheetrock		
Rm149.NWall.by157.JPEG	Sheetrock		
Rm149.SWall.by148.jpg	Sheetrock		
Rm150.NWall.by151A.jpg	Sheetrock		
Rm150.NWall.by151Lt.JPEG	Sheetrock		
Rm150.NWall.by151Rt.jpg	Sheetrock		
Rm150.SWall.by145.jpg	Sheetrock		
Rm150.SWall.by146.JPEG	Sheetrock		
Rm151.SWall.LtSide.jpg	Sheetrock		
Rm151.SWall.RtSide.JPEG	Sheetrock		
Rm151A.WWin.LtSide.JPEG	Sheetrock		
Rm151A.WWin.RtSide.JPEG	Sheetrock		
Rm152.Ceiling.1W.JPEG	Sheetrock		
Rm152.Ceiling.2.JPEG	Sheetrock		
Rm152.Ceiling.3.JPEG	Sheetrock		
Rm152.Ceiling.4.JPEG	Sheetrock		
Rm152.Ceiling.5.JPEG	Sheetrock		
Rm152.Ceiling.6E.JPEG	Sheetrock		
Rm153.NECorner.JPEG	Sheetrock		
Rm153.NWall.RtDoor.JPEG	Sheetrock		
Rm153.WWall.WinLt.JPEG	Sheetrock		
Rm153.WWall.WinRt.JPEG	Sheetrock		
Rm154.Ceiling.byEAV36.JPEG	Sheetrock		
Rm154.Ceiling.byEWall.JPEG	Sheetrock		
Rm154.Ceiling.byNWall.JPEG	Sheetrock		
Rm154.EWall.Ceiling.AboveWin.JPEG	Sheetrock		
Rm154.EWall.Lt.140.JPEG	Sheetrock		
Rm154.EWall.Rt140.JPEG	Sheetrock		
Rm154.EWall.Win.BotLt.JPEG	Sheetrock		
Rm154.EWall.Win.BotRt.JPEG	Sheetrock		
Rm154.EWall.Win.TopLt.JPEG	Sheetrock		
Rm154.NWall.Lt156.jpg	Sheetrock		
Rm154.NWall.LtAC.JPEG	Sheetrock		
Rm154.SWall.LowLt.153.JPEG	Sheetrock		
Rm154.SWall.Rt.153.JPEG	Sheetrock		
Rm154.WWall.NWin.BotLt.jpg	Sheetrock		
Rm154.WWall.NWin.TopRt.JPEG	Sheetrock		
Rm154.WWall.SWin.BotRt.JPEG	Sheetrock		
Rm155.Ceiling.BtwnAC-Door.JPEG	Sheetrock		

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Rm155.Ceiling.byNW.JPEG	Sheetrock		
Rm155.NWCorner.JPEG	Sheetrock		
Rm156.Ceiling.ShowerWall.JPEG	Sheetrock		
Rm156.NWall.jpg	Sheetrock		
Rm156.SWall.LtSide.jpg	Sheetrock		
Rm156.SWall.RtSide.jpg	Sheetrock		
Rm157 EWin.Bot Lt.JPEG	Sheetrock		
Rm157 EWin.Top Lt.JPEG	Sheetrock		
Rm157.Ceiling,NearWin.JPEG	Sheetrock		
Rm157.SWall.JPEG	Sheetrock		
RM158.WWall.Above140.JPEG	Sheetrock		
RM159.EWall.BtwnWinN-S.JPEG	Sheetrock		
Rm159.EWall.NWin.Lt.JPEG	Sheetrock		
Rm159.EWall.NWin.Rt.JPEG	Sheetrock		
Rm159.EWall.SWin.Lt.JPEG	Sheetrock		
Rm159.EWall.SWin.Rt.JPEG	Sheetrock		
Rm159.NWall.by160.JPEG	Sheetrock		
Rm159.SWall.by 158.jpg	Sheetrock		
Rm159.WWall.Btwn140Doors.JPEG	Sheetrock		
Rm159.WWall.LtN140.JPEG	Sheetrock		
Rm160.Ceiling.1W.JPEG	Sheetrock		
Rm160.Ceiling.2.JPEG	Sheetrock		
Rm160.Ceiling.3.JPEG	Sheetrock		
Rm160.Ceiling.4.JPEG	Sheetrock		
Rm160.Ceiling.5.JPEG	Sheetrock		
Rm160.Ceiling.6.JPEG	Sheetrock		
Rm160.Ceiling.7E.JPEG	Sheetrock		
Rm160.EWall.WinLt.jpg	Sheetrock		
Rm160.SWall.Burner.JPEG	Sheetrock		
Rm160.SWall.RtDoor.JPEG	Sheetrock		
Rm161.Ceiling.JPEG	Sheetrock		
Rm161.Ceiling.N.JPEG	Sheetrock		
Rm161.Ceiling.S.JPEG	Sheetrock		
Rm162.SWBacksplash.JPEG	Caulk		
Rm162.SWBase.JPEG	Caulk		
Rm162.SWTopEdge.JPEG	Caulk		
Rm163.Ceiling.JPEG	Sheetrock		
Rm163.EWall.jpg	Sheetrock		
Rm163.EWall.WinRt.JPEG	Sheetrock		
Rm163.SWall.bySink.JPEG	Sheetrock		
Rm164.EWall.Rt172A.jpg	Sheetrock		
Rm164.NWall.Above175.jpg	Sheetrock		
Rm164.NWall.Lt174.JPEG.jpg	Sheetrock		
Rm164.NWall.Rt174.JPEG	Sheetrock		
Rm165.Ceiling.AED.jpg	Sheetrock		
Rm165.NWall.Above168.JPEG	Sheetrock		
Rm165.NWall.Btwn167&166.JPEG	Sheetrock		
Rm165.SWall.by156.jpg	Sheetrock		
Rm166.NECorner.jpg	Sheetrock		

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Rm167.NWCorner.jpg	Sheetrock		
Rm167.SECorner.jpg	Sheetrock		
Rm169.EWall.S140.RtSide.JPEG	Sheetrock		
Rm169.NWall.by170Lt.JPEG	Sheetrock		
Rm169.NWall.by170Rt.JPEG	Sheetrock		
Rm169.WWall.CenterWin.BotLt.JPEG	Sheetrock		
Rm169.WWall.CenterWin.BotRt.jpg	Sheetrock		
Rm169.WWall.LtSideCenterWin.jpg	Sheetrock		
Rm169.WWall.NWin.BotLt.JPEG	Sheetrock		
Rm169.WWall.NWin.BotRt.JPEG	Sheetrock		
Rm169.WWall.SWin.BotLt.JPEG	Sheetrock		
Rm169.WWall.SWin.BotRt.JPEG	Sheetrock		
Rm170.CenterIsland.JPEG	Caulk		
Rm170.EWall.by140Lt.JPEG	Sheetrock		
Rm170.NWall.Hoods.Lt.JPEG	Sheetrock		
Rm170.SECorner.JPEG	Sheetrock		
Rm170.SWall.169Alt.JPEG	Caulk		
Rm170.SWall.169Art.JPEG	Sheetrock		
Rm170.WWall.NWin.BotLt.JPEG	Sheetrock		
Rm170.WWall.NWin.BotRt.JPEG	Sheetrock		
Rm170.WWall.SWin.BotLt.JPEG	Sheetrock		
Rm170.WWall.SWin.BotRt.JPEG	Sheetrock		
Rm172A.SWall.ExitLt.jpg	Sheetrock		
Rm172A.WWall.164Lt.jpg	Sheetrock		
Rm172B.WWall.by172A.Lt.jpg	Sheetrock		
Rm173.SWall.Lt.JPEG	Sheetrock		
Rm174.SWall.Lt.JPEG	Sheetrock		
Rm176.WWall.140Rt.jpg	Sheetrock		
Rm178.EWall.Abv180.jpg	Sheetrock		
Rm178.EWall.By179Door.jpg	Sheetrock		
Rm178.EWall.Lt180.jpg	Sheetrock		
Rm178.NECorner.JPEG	Sheetrock		
Rm178.NWall.Lt.JPEG	Sheetrock		
Rm178.NWall.Rt.JPEG	Sheetrock		
Rm178.NWCorner.JPEG	Sheetrock		
Rm178.PanelNB.Rt.JPEG	Sheetrock		
Rm179.Ceiling.BySWall.jpg	Sheetrock		
Rm179.WWall.by178Rt.JPEG	Sheetrock		
Rm180.EWall.Exit.jpg	Sheetrock		
Rm180.NWall.181Lt.JPEG	Sheetrock		
Rm180.WWall.by178.jpg	Sheetrock		
Rm181.NWall.WinLt.JPEG	Sheetrock		
Rm181.SWall.LtSide.jpg	Sheetrock		
Rm181.SWall.RtSide.jpg	Sheetrock		



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Environmental Conservation

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August 18, 2020

RE: EHL COVID Management Plan (Version 3.0-supercedes 7.6.20)

The following guidelines are based on information from [CDC](https://www.cdc.gov), [OSHA](https://www.osha-slc.gov), and to comply with [SOA Health Mandates](#) and [MOA Executive Orders](#).

Employees

- Employees are recommended to self-monitor temperatures to gather a baseline value and awareness if there is a subjective increase.^{1, 2}
- Employees who exhibit symptoms associate with COVID-19 will be sent home until after the symptoms have resolved for 72 hours.³
- Employees who have tested positive, have test pending, is close contact with a known positive, know exposure to a positive, or advised by a health care provider will self-quarantine.⁴
- Your diligence to CDC/MOA recommendations is appreciated when you leave the lab as well. What you do outside the EHL, can be brought in here. Collectively, let's not do that.

Social Distancing⁵

- All employees' computer workstations have been arranged in workspaces that allow 6 feet of distance.
- Meetings have been changed from in-person to using electronic means such as Team, Skype, etc.
- Face coverings will be worn by all persons unless they are alone at their workstation or eating/drinking in designated areas. Face coverings are expected in all common areas or when in shared workspaces.^{6, 7, 8}
 - There are variety of face coverings provided⁹ for EHL staff in the storage room, staging for these may be set up in high use places.
- Occupancy of common areas, such as break room or conference room, shall also adhere to the 6 feet distances.
 - The EHL Breakroom occupancy has been limited to no more than 4 persons properly spaced (1 per table and max 2 using facilities).
 - In the break area in the locker area, no more than two (2) people taking a break at one time.
 - Conference room is limited to 4 persons.
 - Breaks and lunches should be staggered to keep distancing and occupancy limits.

¹ <https://www.cdc.gov/coronavirus/2019-ncov/community/critical-workers/implementing-safety-practices.html>

² https://www.cdc.gov/coronavirus/2019-ncov/downloads/Essential-Critical-Workers_Dos-and-Donts.pdf

³ http://doa.alaska.gov/dop/fileadmin/DirectorsOffice/COVID19messages/COVID_19_LEAVE_Policy.pdf

⁴ http://doa.alaska.gov/dop/fileadmin/DirectorsOffice/COVID19messages/FFCRA_FAQ.pdf

⁵ <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/social-distancing.html>

⁶ Governor Dunleavy workplace policy, July 22, 2020

⁷ https://www.muni.org/Covid-19/Documents/EO-13%20v2_Signed.pdf

⁸ <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>

⁹ <https://www.osha.gov/Publications/OSHA3990.pdf>

Sanitation

- No handshaking¹⁰
- Cover your mouth with your arm (if wearing long sleeves) or both hands when sneezing, coughing, yawning or hiccupping. Wash your hands immediately afterwards.
- Wash hands with soap for at least 20 seconds.¹¹
- Wastebaskets have been placed outside of bathroom areas for paper towels used to open the door when exiting. Please ensure your waste makes it into the basket.
- For areas that do not have sink and soap, hand sanitizer will be used.
- At least once a day, wipe down the door handles for the room(s) in which you work, including entry doors, light switches, incubators, refrigerators, freezers, ovens, etc.
- Twice a day there is a cleaning of door knobs, light switches, and common surfaces by already assigned individuals.
- Use of common areas, such as conference room or break room or vehicles, require cleaning before and after each use.
- Lab coats have been separated on pegs and cleaning now weekly.
- Badges and pens at sign in will be cleaned with alcohol between uses. Clean/dirty receptacles has been set up for separation in between cleaning.

Travel¹²

- Travel will be reduced to only necessities.¹³
- Travel will be by vehicle, if possible, to avoid crowds¹⁴
- Travelers, traveling by car or vehicle, who have to stop shall wash their hands or use hand sanitizer before exiting, and immediately after returning to, the car or vehicle.¹⁵
- Employees will wear a face covering during work activities in public places or transit.¹⁶
- Employees that travel out of state will follow testing and/or quarantine requirements.^{17, 18}
- In-state trips between communities for critical needs will have a specific management plan based on location, tasks, and itinerary.¹⁹ (See 'Audits,' below.)

Audits/On-site/Inspections²⁰

- Staff that travel or perform on-site audits need to monitor temperature prior to activity and will not mobilize if have fever or are ill.
- The day before, employee will check with the location to check if their staff have been exposed to or show symptoms associated with COVID-19 and if so, reschedule on-site.
- Staff will monitor temperature for 14 days after an audit.
- Fourteen days after the inspection, contact the facility and ask if there were any on-site illness since the inspection.
- If at all possible, on-sites/travel need to be scheduled with 2 weeks between events.
- Inspections for critical needs will have a specific management plan based on location, tasks, and itinerary. (See 'Travel,' above.)

¹⁰ <https://www.cdc.gov/coronavirus/2019-ncov/downloads/workplace-school-and-home-guidance.pdf>

¹¹ <https://www.cdc.gov/coronavirus/2019-ncov/downloads/workplace-school-and-home-guidance.pdf>

¹² <https://covid19.alaska.gov/wp-content/uploads/2020/05/05112020-COVID-MANDATE-018-Intrastate-Travel.pdf>

¹³ <https://covid19.alaska.gov/wp-content/uploads/2020/05/05112020-COVID-MANDATE-018-Intrastate-Travel.pdf>

¹⁴ <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/social-distancing.html>

¹⁵ <https://covid19.alaska.gov/wp-content/uploads/2020/05/05112020-COVID-MANDATE-018-Intrastate-Travel.pdf>

¹⁶ <https://covid19.alaska.gov/wp-content/uploads/2020/05/05112020-COVID-MANDATE-018-Intrastate-Travel.pdf>

¹⁷ <https://covid19.alaska.gov/wp-content/uploads/2020/08/08062020-COVID-MANDATE-010-REVISED.pdf>

¹⁸ <https://covid19.alaska.gov/travelers/>

¹⁹ <https://covid19.alaska.gov/wp-content/uploads/2020/05/05112020-COVID-MANDATE-018-Intrastate-Travel.pdf>

²⁰ http://intra.dec.alaska.gov/das/env_crimes/documents/dec-fieldwork-covid-19-prevention-plan.pdf

Visitors/Contractors

- Vendors intrastate²¹ and interstate^{22, 23} must comply with SOA Travel requirements.
- Normal aspects of EHL visitor security must be followed, plus;
 - Will be limited as much as possible, and groups of less than 15²⁴
 - No handshakes
 - Any visitors/contractors that exhibit symptoms of associate with COVID-19 will be asked to leave the facility immediately.
- The visitors/contractors must wear a face covering while within the facility.^{25, 26}

²¹ <https://covid19.alaska.gov/wp-content/uploads/2020/06/06052020-Phase-III-IV-Mandate-018-Revised-.pdf>

²² <https://covid19.alaska.gov/wp-content/uploads/2020/08/08062020-COVID-MANDATE-010-REVISED.pdf>

²³ <https://covid19.alaska.gov/travelers/>

²⁴ https://www.muni.org/Covid-19/Documents/EO-15_Signed.pdf

²⁵ <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover.html>

²⁶ Governor Dunleavy workplace policy, July 22, 2020