

REQUEST FOR QUOTATION

RFQ No.: 26MUL1016A

Quotation Due Date: November 13, 2025 @ 1:30 p.m.

Issue Date: October 31, 2025

PURCHASING OFFICE

Department of Public Safety

Procurement & Supply Section

5700 E Tudor Rd, Ste 023

Anchorage, Alaska 99507

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VENDOR NOTICE (This is NOT a Purchase Order)

This is an informal quotation that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule shall be indicated in the spaces provided below. Return the quotation on this provided RFQ form by the above time and date via email to the Buyer referenced below. Quotations exceeding \$100,000.00 will be considered nonresponsive.

WORK LOCATION:

St. Mary's and Aniak, Alaska

BUYER: Kelly Pahlau

Phone: (907) 269-8493

Email: kelly.pahlau@alaska.gov

VENDOR QUOTATION

Item	Description of Supply or Service	Qty	Unit Price	Extended Price
	GENERAL REQUIREMENT: The Department of Public Safety is seeking a qualified vendor to complete a Phase 1 Environmental and Hazardous Materials Survey for two different locations. The Scope of Work is attached. Qualified Vendor is defined as an individual with the technical training and certifications required to perform these tests in compliance with purchasing parameters. Upon request, vendors shall provide proof of qualifications within ten days. Vendors that do not provide adequate evidence may be deemed non-responsive by the state. Vendors must respond to all line items to be considered responsive. PURCHASE: Pricing must include the full cost of the work, including but not limited to: labor, materials, equipment, testing, analysis, documentation, tooling, etc., site visits, air fare, freight, lodging, per diem and all travel related expenses. Final reports shall be provided to the state no later than 60 days after award.			
	Phase 1 Environmental Review according to the Scope of Work	2	\$ _____	\$ _____
	Environmental Review according to the Scope of Work	2	\$ _____	\$ _____
	Hazardous Materials Survey according to the Scope of Work	2	\$ _____	\$ _____
	Travel: St. Mary's			\$ _____
	Travel: Aniak			\$ _____
	TOTAL COST			\$ _____

METHOD OF AWARD: The State shall award to the lowest responsive and responsible bidder based on Total Cost. A purchase order will be issued to contract the services outlined in this RFQ.

QUESTIONS: All questions concerning this RFQ, or the contents herein must be in writing and submitted to the Buyer via email at kelly.pahlau@alaska.gov AND olivia.jewell@alaska.gov. The deadline for questions is November 12, 2025, at 1:30 pm. Questions submitted after this date may not be reviewed.

THIS SECTION MUST BE COMPLETED BY VENDOR

Company Name	Address	City	State	ZIP	Phone Number
Alaska Business License	Vendor Tax I.D. No.	Do you qualify for the Alaska Bidders' [] Yes [] No			
_____ Typed Name Title		Do you qualify for the Alaska Veteran [] Yes [] No			
_____ Signature Date		Do you qualify for the Military Skills Program Preference? If yes, provide certificate. [] Yes [] No			

RFQ 26MUL1016A

Scope of Work

Professional services are required to support compliance with the U.S. Department of Housing and Urban Development (HUD) environmental review regulations (24 CFR Part 58) and applicable state and federal laws. The assessments will identify recognized environmental conditions (RECs), hazardous materials, and potential liabilities in support of future State of Alaska operations at these facilities.

The work consists of three deliverables for each site:

Saint Mary's, Alaska

1. Phase 1 Environmental per ASTM E-1527-21
2. Environmental Review per 24 CFR part 58
3. Hazardous Materials Survey

Aniak, Alaska

1. Phase 1 Environmental per ASTM E-1527-21
2. Environmental Review per 24 CFR part 58
3. Hazardous Materials Survey

1. Phase 1 Environmental per ASTM E-1527-21.

- a. Conduct Phase I ESA for each site in accordance with ASTM E-1527-21 Standard Practice.
- b. Provide Phase 1 Environmental Site Assessment reporting per ASTM E-1527-21.
- c. The Phase 1 Environmental Site Assessment must be conducted by an Environmental Professional per ASTM E-1527-21 and 40 CFR 312.10.

2. Environmental Review Record per 24 CFR part 58

- a. In consultation with HUD's Regional Environmental Office (REO) we have determined that known existing conditions and purpose of both locations are well suited for an Environmental Review for Activity/Project that is Categorically Excluded Subject to 24 CFR 58.35(a)(5). Justifications for this approach to the Environmental Review include:

- i. Grant funds will be utilized for acquisition of an existing structure for same use.
 - 1. It is anticipated that upon completion of the CEST Environmental Review a finding of 'No Significant Impact' will be the resultant.
- ii. The CEST 58.5 format is attached.
 - 1. Specific Project Information to complete the CEST format will be provide to the Consultant upon contract award, which will include:
 - a. HEROS Number (established).
 - b. Responsible Entity.
 - c. Certifying Officer.
 - d. Project Address.
 - e. Description of the Project. A summary is provided within the Purpose statement above.
 - f. Estimated Total HUD Funds.
 - g. Estimated Total Project Costs.
 - 2. The successful Consultant will be required to determine if formal compliance steps or mitigation measures are required for each of the Statutes, Executive Orders and Regulations listed on the CEST 58.5 format.
 - a. The Consultant will deliver the completed CEST with pertinent back up information to the Department. The Department has retained the services of a Project Management firm whom will enter the record into HEROS and coordinate approvals of the Responsibility Entity and Certifying Officer.
 - b. The Consultant will provide recommendations for further investigation or remediation if necessary.

3. Hazardous Materials Survey

- b. The purpose of this limited survey is to locate, inspect, assess and sample building materials to determine whether building materials impacted by any future maintenance, renovations/ demolition activities are asbestos-containing materials (ACM), lead-based paint (LBP), polychlorinated biphenyls (PCBs), mercury, and other regulated building materials.
- c. The results of this survey will be utilized as a preliminary assessment prior during the planning of future maintenance, renovation and demolition activities.
- d. The survey shall be conducted under the requirements of 40 CFR Part 61.M, United States Environmental Protection Agency (USEPA), National Emissions Standards for Hazardous Air Pollutants (NESHAP) and the Asbestos Hazard Emergency Response Act (AHERA) protocol.
- e. Professional standard practices for pre-renovations / demolition work shall be followed.
 - i. At a minimum the following components require sampling: Joint compound, vinyl and vinyl glue, under sink coatings, pipe insulation, and roof flashing mastic, asphalt shingles, window trim (exterior and interior), ceiling tiles, fire place grout,
- f. Document material types, conditions, quantities, and potential exposure risks.
- g. Provide laboratory analysis with accredited facilities with full chain-of-custody documentation.
- h. Provide survey reports with site maps, sample logs, laboratory reports, photographs, and regulatory compliance recommendations.
- i. Clearly identify any materials that would require abatement or special handling if renovation or demolition occurs or maintenance activities were to occur.
- j. The Hazardous Materials Survey work must be conducted by an inspector qualified by the United States Environmental Protection Agency (US EPA) Asbestos Hazard Emergency Response Act (AHERA) per 40 CFR Part 763 Subpart E.



Environmental Review for Activity/Project that is Categorically Excluded Subject to Section 58.5

Pursuant to 24 CFR 58.35(a)

This is a suggested format that may be used by Responsible Entities to document completion of a Categorically Excluded Subject to Section 58.5 environmental review.

Project Information

Project Name:

Responsible Entity:

Grant Recipient (if different than Responsible Entity):

State/Local Identifier:

Preparer:

Certifying Officer Name and Title:

Grant Recipient (if different than Responsible Entity):

Consultant (if applicable):

Direct Comments to:

Project Location:

Description of the Proposed Project [24 CFR 50.21 & 58.32]:

Level of Environmental Review Determination:

Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5: _____

Funding Information

Grant Number	HUD Program	Funding Amount

Estimated Total HUD Funded Amount:

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]:

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes No ☐ ☐	
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No ☐ ☐	
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994	Yes No ☐ ☐	

[42 USC 4001-4128 and 42 USC 5154a]		
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes No ☐ ☐	
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes No ☐ ☐	
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes No ☐ ☐	
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes No ☐ ☐	
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes No ☐ ☐	
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes No ☐ ☐	
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes No ☐ ☐	
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes No ☐ ☐	
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes No ☐ ☐	

Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes No ☐ ☐	
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes No ☐ ☐	
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes No ☐ ☐	

Field Inspection (Date and completed by):

Summary of Findings and Conclusions:

Mitigation Measures and Conditions

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Determination:

- ☐ This categorically excluded activity/project converts to Exempt, per 58.34(a)(12) because there are no circumstances which require compliance with any of the federal laws and authorities cited at §58.5. **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR
- ☐ This categorically excluded activity/project cannot convert to Exempt because there are circumstances which require compliance with one or more federal laws and authorities cited at

§58.5. Complete consultation/mitigation protocol requirements, **publish NOI/RROF and obtain “Authority to Use Grant Funds”** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR

☐ This project is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature: _____ Date: _____

Name/Title/Organization: _____

Responsible Entity Agency Official Signature:

_____ Date: _____

Name/Title: _____

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
Division of Mining, Land and Water

ENVIRONMENTAL ASSESSMENT QUESTIONNAIRE
Based on Transaction Screen Standard, ASTM E1528

The purpose of this Environmental Assessment Questionnaire is to acquire information for development of a professional opinion as to the presence of petroleum hydrocarbon and/or hazardous substances on or near the subject property that may affect this site. This questionnaire should be completed to the fullest extent possible. If necessary, use additional pages or attachments to answer questions completely.

ADL/LAS Number: _____
(Please provide if known)

Legal Description/Site Address: _____

City: _____ State: _____ Zip: _____

Property Lessee (name or entity): _____

Previous Ownership/Operator/Lessee:

Please provide the following information regarding the history of past ownership of the property.

	Owner/Operator/Lessee	Dates	Type of Business
		From – To	
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

Please answer the following questions to the best of your knowledge. Mark the best answer and provide additional information if known. If the user of this form is observing and filling the form out during a site visit, please indicate by checking on-site observation.

1. Is the property or any adjoining property currently used for an industrial use?

☐ YES ☐ NO ☐ Unknown

☐ On-site observation

Comments:

2. To the best of your knowledge, has the property or any adjoining property been used for an industrial use in the past?

☐ YES ☐ NO ☐ Unknown

☐ On-site observation

Comments:

3. Is the property or any adjoining property currently used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard, landfill, as a waste treatment, storage, disposal, processing, mine or mineral processing facility (mill site, oil and gas facility), or recycling facility?

☐ YES ☐ NO ☐ Unknown

☐ On-site observation

Comments:

4. To the best of your knowledge, has the property or any adjoining property been used in the past as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard, landfill, as a waste treatment, storage, disposal, processing, mine or mineral processing facility (mill site, oil and gas facility), or recycling facility?

☐ YES ☐ NO ☐ Unknown

☐ On-site observation

Comments:

5. Are there currently or, to the best of your knowledge, have there been previously any damaged or discarded automotive or industrial batteries, or pesticides, paints, or other chemicals in individual containers of greater than 5 gallons (19 L) in volume or 50 gallons (190 L) in the aggregate, stored on or used at the property or at the facility?
- ☐ YES ☐ NO ☐ Unknown ☐ On-site observation
- Comments:

6. Are there currently, or to the best of your knowledge, have there been previously any industrial drums (typically, 55 gallons (208 L)) or sacks of chemicals located on the property or at the facility?
- ☐ YES ☐ NO ☐ Unknown ☐ On-site observation
- Comments:

7. Has fill dirt been brought onto the property that originated from a contaminated site or that is of an unknown origin suggesting trash construction debris, demolition debris, or other solid waste disposal?
- ☐ YES ☐ NO ☐ Unknown ☐ On-site observation
- Comments:

8. Are there currently or, to the best of your knowledge, have there been previously any pits, ponds, or lagoons located on the property in connection with waste treatment or waste disposal?
- ☐ YES ☐ NO ☐ Unknown ☐ On-site observation
- Comments:

9. Is there currently or, to the best of your knowledge, has there been previously any stained soil on the property?

☐ YES ☐ NO ☐ Unknown

☐ On-site observation

Comments:

10. Are there currently or, to the best of your knowledge, have there been previously any registered or unregistered storage tanks (above or underground) located on the property?

☐ YES ☐ NO ☐ Unknown

☐ On-site observation

Comments:

11. Are there currently or, to the best of your knowledge, have there been previously any vent pipes, fill pipes, or access ways indicating an underground storage tank on the property or adjacent to any structure located on the property?

☐ YES ☐ NO ☐ Unknown

☐ On-site observation

Comments:

12. Are there currently or, to the best of your knowledge, have there been previously any flooring, drains, or walls located within the facility that are stained by substances other than water or are emitting foul odors?

☐ YES ☐ NO ☐ Unknown

☐ On-site observation

Comments:

13. Are there any lead paint, asbestos, fluorescent lights, PCBs, or related issues?

☐ YES ☐ NO ☐ Unknown

☐ On-site observation

Comments:

14. If the property is served by a private well or nonpublic water system, have contaminants been identified in the well or system that exceed guidelines applicable to the water system or has the well been designated as contaminated by any government environmental/health agency?

☐ YES ☐ NO ☐ Unknown

☐ On-site observation

Comments:

15. Does the owner or occupant of the property have any knowledge of environmental liens or governmental notification relating to past or current violations of environmental laws with respect to the property or any facility located on the property?

☐ YES ☐ NO ☐ Unknown

Comments:

16. Has the owner or occupant of the property been informed of the past or current existence of hazardous substances or petroleum products or environmental violations with respect to the property or any facility on the property?

☐ YES ☐ NO ☐ Unknown

Comments:

17. Does the owner or occupant of the property have any knowledge of any environmental site assessment of the property or facility that indicated the presence of hazardous substances or petroleum products on, or contamination of, the property or recommended further assessment of the property?

☐ YES ☐ NO ☐ Unknown

Comments:

18. Does the owner or occupant of the property know of any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substance or petroleum products involving the property by any owner or occupant of the property?

☐ YES ☐ NO ☐ Unknown

Comments:

19. Does the property discharge wastewater on or adjacent to the property, other than storm water, into a sanitary sewer system?

☐ YES ☐ NO ☐ Unknown

☐ On-site observation

Comments:

20. To the best of your knowledge, have any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries, or any other waste materials been dumped above grade, buried, and/or burned on the property?

☐ YES ☐ NO ☐ Unknown

☐ On-site observation

Comments:

21. Is there a transformer, capacitor, or any hydraulic equipment for which there are any records indicating the presence of PCBs?

☐ YES ☐ NO ☐ Unknown

☐ On-site observation

Comments:

22. To the best of your knowledge, has there been a spill or release of a hazardous substance, including oil and petroleum products, on the property?

☐ YES ☐ NO ☐ Unknown

☐ On-site observation

Comments:

Additional issues that could result in Recognized Environmental Conditions (REC) on the Subject Property or adjacent property or in the surrounding area that could affect the Subject Property:

Questionnaire answers were provided by:

Name: _____

Title: _____

Firm: _____

Address: _____

Phone number: _____

Date: _____

Role(s) at the site: _____

Number of years at the site: _____

Relationship to user (for example, principal, employee, agent, consultant): _____

Occupant or preparer of the questionnaire represents that to the best of the occupant's knowledge the above statements and facts are true and correct and to the best of the occupant's or preparer's actual knowledge no material facts have been suppressed or misstated.

Signature _____ Date _____

AS 38.05.035(a) authorizes the director to decide what information is needed to process an application for the sale or use of state land and resources. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.120 (unless the information qualifies for confidentiality under AS 38.05.035(a)(8) and confidentiality is requested or AS 45.48). Public information is open to inspection by you or any member of the public. A person who is the subject of the information may challenge its accuracy or completeness under AS 40.25.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached. False statements made in an application for a benefit are punishable under AS 11.56.210.

In submitting this form, the applicant certifies that he or she has not changed the original text of the form or any attached documents provided by the Division. In submitting this form, the applicant agrees with the Department to use "electronic" means to conduct "transactions" (as those terms are used in the Uniform Electronic Transactions Act, AS 09.80.010 – AS 09.80.195) that relate to this form and that the Department need not retain the original paper form of this record: the department may retain this record as an electronic record and destroy the original.

1. REQUEST FOR QUOTATION (RFQ) REVIEW: Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ.

2. QUOTATION FORMS: Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.

3. SUBMISSION: Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.

4. QUOTE REJECTION: The State reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.

5. EXTENSION OF PRICES: In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.

6. ALASKA PROCUREMENT CODE: The Procurement Code (AS.36.30) and its Regulations (2 AAC Ch. 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC Ch. 12 are available at most public libraries and legislative information offices; and both are available for review at Alaska State Purchasing Offices.

7. PRICES: The offeror shall state prices in the units of issue on this RFQ. Prices quoted 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 quoted for services must be quoted 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. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers;
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

8. 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 which establishes a lower interest rate or precludes the charging of interest.

9. PAYMENT DISCOUNT: Discounts for prompt payment will not be considered in evaluating the price you quote. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.

10. VENDOR TAX ID NUMBER: If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

11. 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.

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

13. TITLE: Title passes to the State for each item at FOB destination.

14. FILING A PROTEST: An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.

15. COMPLIANCE: In the performance of a contract that results from this RFQ, 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; and pay all applicable federal, state, and borough taxes.

16. SUITABLE MATERIALS, ETC.: Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

17. SPECIFICATIONS: Unless otherwise specified in the RFQ, product brand names or model numbers 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.

18. FIRM OFFER: For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of ninety (90) days from the date of quote opening.

19. QUOTE PREPARATION COSTS: The State is not liable for any costs incurred by the offeror in quote preparation.

20. CONSOLIDATION OF AWARDS: Due to high administrative costs associated with processing of purchase orders, a single low quote of \$50 or less may, at the discretion of the State, be awarded to the next low offeror receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST" above.

21. CONTRACT FUNDING: Offerors 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.

22. CONFLICT OF INTEREST: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

23. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the procurement officer of the contracting agency. Quotes that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

24. SUBCONTRACTOR(S): Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

25. FORCE MAJEURE (Impossibility to perform): The parties to a contract resulting from this RFQ 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 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.

26. LATE QUOTES: Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.

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

28. 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.

29. DISPUTES: If a contractor has a claim arising in connection with a contract resulting from this RFQ that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

30. GOVERNING LAW; FORUM SELECTION: A contract resulting from this RFQ is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 29 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

31. CONSUMER ELECTRICAL PRODUCT: AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this quote the offeror certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

32. CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this RFQ, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

33. ORDER DOCUMENTS: Except as specifically allowed under this RFQ, 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 RFQ. 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 RFQ.

34. BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

35. OFFERORS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFQ as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.

36. COMPLIANCE WITH ADA: By signature of their quote the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

37. ALASKA BIDDER PREFERENCE: The award of a contract based on a Request for Quotation (RFQ) will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. An "Alaska bidder" is a person who: (1) holds a current Alaska business license; (2) submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license; (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

38. ALASKA MILITARY SKILLS PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska Military Skills Program preference of two percent (2%). The preference will be given to an entity which (1) Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or (2) has an active partnership with an entity that employs an apprentice through a program described above, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public. AS 36.30.321(i)

39. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public. AS 36.30.321(i)

40. USE OF LOCAL FOREST PRODUCTS: In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

41. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE: When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

42. ALASKA PRODUCT PREFERENCE: A bidder that designates the use of an Alaska Product which meets the requirements of the RFQ specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Commerce & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

43. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference, under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

44. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaskan bidder's preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined AS 36.30.321(d), the will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

45. PREFERENCE QUALIFICATION LETTER: Regarding preferences 43 and 44 above, the Division of Vocational Rehabilitation in the department of Labor and Workforce Development maintains lists of Alaskan: [1] employment programs that qualify for preference and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' qualification for a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 43 or 44 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the quote is opened, and must attach a copy of their certification letter to their quote. The bidder's failure to provide this certification letter with their quote will cause the State to disallow the preference.

ATTACHMENT ONE: SCOPE OF WORK

Purpose:

The State of Alaska Department of Public Safety has been awarded a grant from Department of Housing and Urban Development (HUD) under the Consolidated Appropriations Act, 2023 and the Explanatory Statement for Division L of that Act. Federal Award Identification Number (FAIN) B-23-CP-AK-0002. The purpose of this grant is to support the department in leasing and acquisition activities to establish workable trooper housing and post solutions at multiple locations in Alaska; thereby further supporting the DPS mission of ensuring public safety in all areas of Alaska. Compliance with this HUD grant requires an Environmental Review Record obtained for each location. State of Alaska Department of Natural Resources requires a Phase 1 Environmental and Hazardous Materials Survey for each location. The St. Mary's site includes three housing units and one trooper post all at the same location. The Aniak site is one housing unit.

Scope of Work:

Professional services are required to support compliance with the U.S. Department of Housing and Urban Development (HUD) environmental review regulations (24 CFR Part 58) and applicable state and federal laws. The assessments will identify recognized environmental conditions (RECs), hazardous materials, and potential liabilities in support of future State of Alaska operations at these facilities.

The work consists of three deliverables for each site:

Saint Mary's, Alaska

1. Phase 1 Environmental per ASTM E-1527-21
2. Environmental Review per 24 CFR part 58
3. Hazardous Materials Survey

Aniak, Alaska

1. Phase 1 Environmental per ASTM E-1527-21
2. Environmental Review per 24 CFR part 58
3. Hazardous Materials Survey

1. Phase 1 Environmental per ASTM E-1527-21.
 - a. Conduct Phase I ESA for each site in accordance with ASTM E-1527-21 Standard Practice.
 - b. Provide Phase 1 Environmental Site Assessment reporting per ASTM E-1527-21.
 - c. The Phase 1 Environmental Site Assessment must be conducted by an Environmental Professional per ASTM E-1527-21 and 40 CFR 312.10.
1. Environmental Review Record per 24 CFR part 58
 - a. In consultation with HUD's Regional Environmental Office (REO) we have determined that known existing conditions and purpose of both locations are well suited for an Environmental Review for Activity/Project that is Categorically Excluded Subject to 24 CFR 58.35(a)(5). Justifications for this approach to the Environmental Review include:
 - i. Grant funds will be utilized for acquisition of an existing structure for same use.
 1. It is anticipated that upon completion of the CEST Environmental Review a finding of 'No Significant Impact' will be the resultant.
 - ii. The CEST 58.5 format is attached.
 1. Specific Project Information to complete the CEST format will be provided to the Consultant upon contract award, which will include:
 - a. HEROS Number (established).
 - b. Responsible Entity.
 - c. Certifying Officer.
 - d. Project Address.
 - e. Description of the Project. A summary is provided within the Purpose statement above.
 - f. Estimated Total HUD Funds.

- g. Estimated Total Project Costs.
- 2. The successful Consultant will be required to determine if formal compliance steps or mitigation measures are required for each of the Statutes, Executive Orders and Regulations listed on the CEST 58.5 format.
 - a. The Consultant will deliver the completed CEST with pertinent back up information to the Department. The Department has retained the services of a Project Management firm whom will enter the record into HEROS and coordinate approvals of the Responsibility Entity and Certifying Officer.
 - b. The Consultant will provide recommendations for further investigation or remediation if necessary.

2. Hazardous Materials Survey

- a. The purpose of this limited survey is to locate, inspect, assess and sample building materials to determine whether building materials impacted by any future maintenance, renovations/ demolition activities are asbestos-containing materials (ACM), lead-based paint (LBP), polychlorinated biphenyls (PCBs), mercury, and other regulated building materials.
- b. The results of this survey will be utilized as a preliminary assessment prior during the planning of future maintenance, renovation and demolition activities.
- c. The survey shall be conducted under the requirements of 40 CFR Part 61.M, United States Environmental Protection Agency (USEPA), National Emissions Standards for Hazardous Air Pollutants (NESHAP) and the Asbestos Hazard Emergency Response Act (AHERA) protocol.
- d. Professional standard practices for pre-renovations / demolition work shall be followed.
 - i. At a minimum the following components require sampling: Joint compound, vinyl and vinyl glue, under sink coatings, pipe insulation, and roof flashing mastic, asphalt shingles, window trim (exterior and interior), ceiling tiles, fire place grout,
- e. Document material types, conditions, quantities, and potential exposure risks.
- f. Provide laboratory analysis with accredited facilities with full chain-of-custody documentation.
- g. Provide survey reports with site maps, sample logs, laboratory reports, photographs, and regulatory compliance recommendations.
- h. Clearly identify any materials that would require abatement or special handling if renovation or demolition occurs or maintenance activities were to occur.
- i. The Hazardous Materials Survey work must be conducted by an inspector qualified by the United States Environmental Protection Agency (US EPA) Asbestos Hazard Emergency Response Act (AHERA) per 40 CFR Part 763 Subpart E.