

INVITATION TO BID (ITB) NUMBER

2518N031

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Transportation & Public Facilities
Northern Region Procurement Office
2301 Peger Road
Fairbanks, Alaska 99709

THIS IS NOT AN ORDER

DATE ITB ISSUED: April 24, 2018

ITB TITLE: Security Services at the Fairbanks Regional Office Building

SEALED BIDS MUST BE SUBMITTED TO THE DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 10:00 AM ON MAY 15, 2018 , AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

DELIVERY LOCATION: Fairbanks Regional Office Building

DELIVERY DATE: N/A

F.O.B. POINT: FINAL DESTINATION

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive notification of subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (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 of the following forms of evidence must be 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 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; and
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. 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. Bids must be also submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

Eric Johnson PROCUREMENT OFFICER	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER PREFERENCE? [] YES [] NO
TELEPHONE NUMBER (907) 451-5102	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
FAX NUMBER (907) 451-2313	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
EMAIL: eric.johnson@alaska.gov	_____ DATE	_____ E-MAIL ADDRESS
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ TELEPHONE NUMBER

INSTRUCTIONS TO BIDDERS:

1. INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) 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. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

2. BID FORMS: Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.

3. SUBMITTING BIDS: Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Address

Department of Transportation & Public Facilities
Supply & Services
2301 Peger Road
Fairbanks, AK 99709

ITB Name & No.: Security Services at the Fairbanks Regional Office Building

Opening Date: May 15, 2018 at 10:00 AM

ELECTRONIC BID SUBMISSION: Bids may be emailed to eric.johnson@alaska.gov, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the **maximum** size of a single email (including *all* text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at [\(907\) 451-5102](tel:(907)451-5102) to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

FAX BID SUBMISSION: Bids may be faxed to [\(907\) 451-2313](tel:(907)451-2313), no later than the date and time listed on page one of this ITB as the deadline for receipt of bids. It is the bidder's responsibility to contact the issuing office at [\(907\) 451-5102](tel:(907)451-5102) to make arrangements prior to faxing the bid and to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

4. PRICES: The bidder shall state prices in the units of issue on this ITB. 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 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. 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.

5. VENDOR TAX ID NUMBER: If goods or services procured through this ITB 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.

6. FILING A PROTEST: A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing 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. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

CONDITIONS:

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

2. 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; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

3. SUITABLE MATERIALS, ETC.: Unless otherwise specified, 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.

4. SPECIFICATIONS: Unless otherwise specified in the 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.

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

6. 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.

7. BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

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

9. CONTRACT FUNDING: Bidders 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.

10. 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.

11. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of General Services. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

12. 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.

13. FORCE MAJEURE (Impossibility to perform): The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its 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 contractor. 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.

14. LATE BIDS: Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.

15. CONTRACT EXTENSION: Unless otherwise provided in this ITB, the State and the successful bidder/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. 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.

17. DISPUTES: Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.

18. 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 bid the bidder 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 and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

19. 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.

SPECIAL CONDITIONS:

1.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. 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.

2.BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. 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.

3.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.

PREFERENCES:

1. ALASKA BIDDER PREFERENCE: Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the 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[25]

2. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990[25] 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).

3. 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 from Alaska forests 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.

4. 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.

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

6. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990[25], and is offering goods or services through an employment program as defined under 36.30.990(11), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

7. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990[25], and is a qualifying entity as defined in AS 36.30.321(d), they 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.

8. PREFERENCE QUALIFICATION LETTER: Regarding preferences 6 and 7 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' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 6 or 7 above, an individual or business 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.

ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing for information on these licenses.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>
Phone: (907) 465-2550
Email: license@alaska.gov

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized 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.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

ALASKA BIDDER PREFERENCE: An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

- (1) holds a current Alaska business license at the time designated for bid opening;
- (2) submits a proposal for goods or services under the name appearing on the bidder'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 (LLC) 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.

ALASKA BIDDER PREFERENCE STATEMENT: In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

If the bidder is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

BIDDERS 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 Department of Transportation & Public Facilities at one of the following numbers no later than Ten (10) days prior to bid opening to make any necessary arrangements.

Telephone: (907) 451-5102
Fax: (907) 451-2313
TDD: (907) 451-2363

COMPLIANCE WITH ADA: By signature of their bid 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.

PREFERENCE QUALIFICATION: In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

CONTRACT PERFORMANCE LOCATION: By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

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Security Services at the Fairbanks Regional Office Building

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive, or cancel the contract.

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: <http://www.state.gov/g/tip/>

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

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result establishing a term limit contract for security services at the Fairbanks Regional Office Building, for the Department of Transportation & Public Facilities.

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 contracting 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 contracting officer does so without a contract and at their own risk.

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.

PROMPT PAYMENT FOR STATE PURCHASES: The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated

FEDERAL EXCISE TAX: The State of Alaska is exempt from Federal Excise Tax except for 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 charter.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

The State of Alaska is also exempt from State Motor Fuel Taxes. The appropriate exemption forms will accompany a contract(s) resulting from this ITB. The state is not exempt from the Federal Superfund Tax.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of Eric Johnson, Procurement Officer, Department of Transportation & Public Facilities.

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.

INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsive and to reject the bid.

SUPPORTING INFORMATION: The state strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the contracting 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 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.

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 of 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.

NONDISCLOSURE AND CONFIDENTIALITY: Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include: N\A

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

CONTRACT PERIOD: The length of the contract will be from July 1, 2018 through June 30, 2019, with the option to renew for Five (5) additional one- year terms under the same terms and conditions as the original contract. Renewals are to be exercised solely by the state.

CONTRACT PRICES: Contract prices are to remain firm through the first term of the contract. Price adjustments must be submitted in writing. If approved, the price adjustment shall be effective Thirty (30) days from the approval date. Renewals are to be exercised solely by the state.

The contractor must provide the procurement officer clear and convincing evidence, satisfactory to the state, that all of the following conditions exist:

- 1. the increase is the result of increased costs, and not costs under the contractor's control, and that;*
- 2. the increase will not produce a higher profit margin for the contractor than that on the original contract, and that;*
- 3. the increase affects only certain items that are clearly identified by the contractor.*

Some acceptable forms of the evidence referred to above may take the form of a certified invoice from the manufacturer. The price increase evidence provided by the contractor shall be independently verified and approved by the procurement officer or contract administrator prior to the effective date of the price increase.

The prices shown on the BID SCHEDULE shall include the costs for all guards and all associated contract performance costs. No other charges shall be accepted.

PRICE DECREASES: During the period of the contract all price decreases experienced by the contractor must be passed on to the state. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

ALTERATIONS: The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the contracting officer.

BID GUARANTEE: Bids must be accompanied by a bid guarantee in the form of a Certified or Cashier's check, or Bid Bond in the amount of \$5,000.00 made payable to the State of Alaska. The bid guarantee of each successful bidder will be retained until that bidder has furnished a satisfactory Performance Bond or Individual Surety. If the successful bidder fails to deliver the required Performance Bond or Individual Surety within the time required, the bid guarantee will be forfeited to the State of Alaska. The bid guarantee of each unsuccessful bidder will be returned as soon as practical after award has been made.

Bidders must submit their bid guarantee with their bid in order to be considered responsive.

INVOICES: Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to the ordering agency.

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

CONTINUING OBLIGATION OF CONTRACTOR: Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

SERVICE CONTRACT DEFICIENCIES: The contractor's failure to provide a service required by this contract will be grounds for the state to issue a Service Deficiency Claim (SDC) to the contractor. The SDC will be provided to the contractor in writing. The contractor will advise the state, in writing, of the corrective action being taken.

If a deficiency is not corrected within 7.5 working hours from the time it is issued, the state may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the state for the amount required to correct the problem.

If a contractor gets more than two substantiated SDCs in a 30-day period or a total of five substantiated SDCs in a 60-day period, it will be grounds for the state to declare the contractor in default.

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices.

CONTRACT CANCELLATION: The state reserves the right to cancel the contract at its convenience upon Thirty (30) calendar days written notice to the contractor. The state is liable only for payment in accordance

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with the payment provisions of this contract for services or supplies provided before the effective date of termination.

METHOD OF AWARD: Award will be made to the lowest responsive and responsible bidder.

SCOPE OF WORK AND ADDITIONAL TERMS & CONDITIONS

DEPARTMENT CONTRACT ADMINISTRATOR: The person named below, or their designee, shall be the Departmental Contract Administrator (DCA) for the state.

<u>NAME</u>	<u>PHONE NUMBER</u>	<u>LOCATION</u>
Keith Gaudin DOT&PF Building Manager	907-451-2906	675 7 th Ave., Fairbanks, Alaska

The Contractor shall be advised in writing by the state if a different person is appointed as DCA. The DCA shall assist the Contractor in determining work schedules, assignments, unusual requirements, and specific needs in order to enable the Contractor to provide the quality and frequency of service the state expects. The Contractor shall perform all assignments received from the DCA.

SITE INSPECTION: Bidders are encouraged to visit the work site so that they can see the conditions under which the work shall be performed. Failure to visit the work site shall 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 may be inspected by contacting Keith Gaudin, phone 907-451-2906. Site inspections must be arranged 48 hours in advance. The contact person is only empowered to allow bidders to view the work site. Any questions the bidders have must be directed to the PROCUREMENT OFFICER named on the front page of this ITB. The contact person cannot and shall not answer bidders questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB.

The Contractor shall be required to contact the DCA at least two (2) weeks prior to the Contract start date to ensure that they fully understand their duties. The Contractor shall be contacted by the PROCUREMENT OFFICER or the DCA when the Notice of Intent to Award is issued. The Contractor shall be responsible for providing any and all paperwork that the DCA requires. The DCA shall escort the Contractor through the daily Contract duties in the buildings and areas. An SDC shall be issued if the Contractor fails to contact the DCA within the required two (2) week period.

The above requirement also applies to discussing and thoroughly understanding the "FROB Security Guard Duties and Emergencies Handbook," which shall require comprehensive understanding. Each guard shall be required to have a complete understanding of this handbook before being stationed on the site.

GENERAL STATEMENT OF SERVICES: The state requires the services of uniformed, unarmed security officers, who shall continually walk through the public areas in and around the Fairbanks Regional Office Building (F.R.O.B.) at 675 Seventh Avenue, to keep peace and order and protect employees and their property as well as state property. Parking rules enforcement shall be included in these services.

ADDITIONAL SERVICES: Additional services may be requested by the agency on an hourly basis when and if needed. If additional services are required, the price shall be at the hourly rate indicated in item number 2 under BID SCHEDULE, and invoiced directly to the agency requesting the service. For evaluation purposes, the agency estimates that there may be 100 hours of additional service required for the year. The agency

guarantees no minimum or maximum, however. The Contractor must begin providing this service on an hourly basis with 24 hour notice.

DETENTION AND ARREST: Security guards providing services under this contract shall not detain or arrest anyone. If an incident occurs that causes a security guard to think someone should be arrested, the security guard shall call the local police.

DRUG TESTING / ALCOHOL PROGRAM: To be considered responsive, bidders must have an employee drug testing program in effect, a copy of which shall be provided prior to the award of a Contract. Because of the nature of this work, a positive drug/alcohol test shall be cause for the employee's immediate dismissal. The State reserves the right to request random drug/alcohol tests on any of the Contractor's employees. **All guards working at FROB shall be tested prior to being stationed.**

SECURITY GUARD SERVICE AGENCY LICENSE AND DUTIES: The items set out below are a partial listing of the responsibilities of the Contractor. Additional Contractor responsibilities are located elsewhere in this ITB. All costs associated with the security guards and the performance of this Contract are the responsibility of the Contractor and not the state.

The Contractor's agency must be licensed per the requirements set out in the Alaska Administrative Code, Chapter 60.

It is the sole responsibility of the Contractor to ensure that all persons employed to perform any of the duties of the Contract are licensed and trained as set out in the Alaska Administrative Code, Chapter 60 and in this ITB.

Some of the security guard training and experience requirements in this ITB may exceed the requirements set out in the Alaska Administrative Code, Chapter 60. It is the sole responsibility of the Contractor to ensure that all persons employed to perform any of the duties of the Contract meet all the licensing requirements of DPS and meet any additional training and experience requirements.

It is the sole responsibility of the Contractor to ensure that all contractual duties are carried out, to ensure that all security guards are on site at all of the required times, and that security guards diligently carry out all of the performance requirements of the Contract.

It is the sole responsibility of the Contractor to provide the information to the DCA necessary to allow the DCA to review and approve training, pre-training, applications, resumes, and licenses. The DCA is charged with the responsibility to review and approve these documents prior to a Contract being awarded, or prior to permanent security guards being employed under the Contract.

It is the sole responsibility of the Contractor to ensure that all security guard training is provided by an instructor with at least five years of experience as a security guard service supervisor or a police supervisor.

GENERAL LICENSE REQUIREMENTS:

A. GENERAL REQUIREMENTS FOR PERMANENT LICENSES

1. Security guards must be licensed in accordance with 13 AAC 60.050.
2. Each applicant must complete an application form and submit it to the Department of Public Safety. That application must address the following subjects:
 - (a) In order to be eligible to receive a license and perform under this Contract, each applicant must be:
 - (1) a United States citizen or resident alien with a work permit;
 - (2) a resident of the State of Alaska for at least 30 days before application;
 - (3) at least 19 years of age;
 - (4) neither addicted to nor dependent on alcohol, narcotics, or other drugs;
 - (5) not convicted of any felony, any crime involving moral turpitude, or any crime preventing ownership or possession of a firearm, within 10 years of application, unless a full pardon has been granted; and
 - (6) not suffering from any psychopathic condition or mental illness impairing the powers of memory, reason, judgment, or perception.
 - (b) In addition, each applicant must furnish the following information to the Department of Public Safety:
 - (1) Applicants must furnish information certifying that they meet insurance requirements specified in the Alaska Administrative Code, Chapter 60.
 - (2) Applicants must furnish proof to DPS, and to the DCA if requested, that they have received at least 8 hours of general pre-assignment training relating to their duties and responsibilities as a security guard before they are issued a temporary security guard license or before they submit a security guard license application to the department. It is the sole responsibility the Contractor to ensure that this training is provided and completed, and that certification is submitted with each security guard license application.
3. Prior to commencing work under this contract, The State of Alaska requires the Contractor and any principals, officers, or employees who will work on State premises provide and pay for a State of Alaska, Department of Public Safety Criminal History Report. Background checks will only be valid for One (1) year; new background checks will be required each year for all employees performing work under this contract.

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Each background check will be individually reviewed by the State with sensitivity to: location of work to be performed, occupant(s) in the facility, scope of work and State security interest.

Acceptance or denial of the individual is at the sole discretion of the State. The decision is final. Due to security and confidentiality requirements the reason why any individual is denied will not be divulged. Background checks shall remain confidential.

The Contractor during the term of the Contract shall notify the regional Project Manager of any employee actions, arrests, judgments, or criminal activities that could affect the initial acceptance determination. This notification must be made within 7 days of the Contractor's awareness of the condition. If the Contractor fails to comply with this paragraph, the State of Alaska may terminate the contract.

If there is a change in personnel the above information shall be supplied to the State at least 72 hours prior to the person performing work on site.

The State of Alaska will require picture identification cards. All people who will be working on the premises shall wear a picture ID CARD. All costs involved with obtaining security clearances, and picture ID cards will be borne by the successful bidder.

4. Applicants must comply with the State of Alaska Standard Operating Procedure # DGS-011-07. A copy of this document is included in this solicitation.
5. Applicants must have a valid Alaska driver's license.
6. Applicants must have earned a high-school diploma or its equivalent.
7. Applicants must present a neat appearance, paying particular attention to personal hygiene, bearing, uniform, and equipment.
8. Applicants must pass a physical examination as stated in Alaska Police Standards Council Regulations.
9. Applicants must submit a security guard application to DPS, on a form provided by DPS, and provide all of the information required by the Alaska Administrative Code, Chapter 60.
- 10. Guards must carry a current CPR/First-Aid/AED card issued by a recognized certifying agency. (Red Cross, American Heart Association, Medic First Aid) The training must be class room training. On-line training is not acceptable.**

TRAINING REQUIREMENTS, ANNUAL REFRESHER TRAINING:

A. TRAINING REQUIREMENTS:

1. It is the sole responsibility of the Contractor to ensure that all security guard training is provided by an instructor with at least five years of experience as a security guard service supervisor or a police supervisor.
2. Within 180 days from the date of an individual's first day of employment as a security guard they must satisfactorily complete a minimum combined total of 40 hours classroom training in the following subjects:
 - (a) duties and responsibilities to the employer and client;
 - (b) fire prevention;
 - (c) first aid;
 - (d) patrol techniques;
 - (e) emergency responses;
 - (f) life endangering situations;
 - (g) techniques for handling inappropriate behavior;
3. It is the sole responsibility of the Contractor to arrange for this training to be provided and to ensure that each security guard completes all required training. The Contractor must submit a certification of completion for each security guard to the DCA within 10 days of the date this training is completed.
4. Failure to attend and pass these training courses shall be grounds for revocation of a security guard's license and/or removal of that individual from performing under the Contract.

B. ANNUAL REFRESHER TRAINING

1. All security guards must complete an annual refresher course of at least 8 hours on the topics set out in the Alaska Administrative Code, Chapter 60.
2. It is the sole responsibility of the Contractor to ensure that all security guard training is provided by an instructor with at least five years of experience as a security guard service supervisor or a police supervisor.
3. It is the sole responsibility of the Contractor to ensure that this training is provided and that each security guard completes it. The Contractor must submit a certification of completion for each security guard to the DCA within 10 days of the date this training is completed.
4. Failure to attend and pass an annual refresher course shall be grounds for revocation of a security guard's license and/or removal of that individual from performing the state's Contract by DPS or the DCA. Security guard license renewal applications must contain a certificate stating that this training has been successfully completed.

5. The Contractor shall provide records of all personnel annual refresher training to the DCA by fax. This information must be forwarded to the DCA within 30 days of the completion of training. Failure to provide these records shall be cause for an SDC.

UNIFORM AND EQUIPMENT REQUIREMENTS:

- A. The designation - SECURITY - must be clearly visible on all uniforms at all times. Uniforms must be complete, neat, clean, and professional. Inappropriate attire is not allowed and shall result in an SDC. The designation - SECURITY - may be displayed on a cloth or metal badge, shoulder patch, or name tag.
- B. The Contractor's name must be clearly visible at all times.
- C. All patrol vehicles must be clearly marked with the Contractor's name and the designation - SECURITY.
- D. A Contractor may issue its own Company identification card to its employees. The Company identification card may not contain any indication that the holder or the Contractor is licensed by the State of Alaska.

EVALUATION OF SECURITY GUARD TRAINING AND LICENSING:

- A. Prior to employment as permanent security guards under this Contract, applicants and present employees of the Contractor shall be required to submit:
 1. a resume of their security guard service and training;
 2. any certificates and licensing.
- B. The Contractor shall screen the resumes for proper training and licensing and forward copies of the resumes of applicants the Contractor believes are properly trained and licensed, and are individuals the Contractor wishes to consider for employment, to the state.
- C. Applicant's resumes, applications, certificates, training for permanent employees, refresher training, and other ITB related items shall be requested from the Contractor and evaluated by the Departmental Contract Administrator (DCA) or its designee. The Contractor must supply this information within 5 days of a written or oral request. This information must be submitted and evaluated by the DCA prior to a security guard performing any work or training under this Contract. Only upon the DCA's approval shall they be allowed to perform under the Contract. This information shall be submitted in packet form to the DCA. **This includes Drive through patrol officers, due to their access to the facility after hours.** Proof of Permanent Guard licensing shall be provided within 14 days of the guard's stationing at the FROB. The inability to provide such proof will result in the initiation of a Service Deficiency Claim (SDC).
- D. The Contractor shall be advised in writing by the DCA if an applicant is considered by the State to be not properly licensed, trained, and/or is not acceptable.

- E. The DCA shall request the PROCUREMENT OFFICER to issue a Notice To Proceed when the Contractor has been properly evaluated by DPS and the DCA.

SERVICES AND EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR: The Contractor must;

- A. Insure that all security officers employed to perform under the Contract meet the training, experience, bonding, and licensing requirements set out in this ITB; be uniformed and unarmed, and provide continual walks through the public areas in and around Fairbanks Regional Office Building and associated State Parking Facilities.
- B. Provide general daily supervision and scheduling of security officers and general daily administration and management of the Contract;
- C. Provide completely outfitted security guard uniforms that are neat in appearance, communication equipment, and any other equipment required to perform the Contract.
- D. Answer questions, assist, and otherwise help the public.
- E. Insure that all security guards employed are courteous and helpful to the public and to state personnel.
- F. Insure that all security guards carry a working cell phone, to be provided by the Contractor, for instant response at all times. The cell phone must be equipped with caller id. The cell phone number, to be provided to the State, must be good for the life of the Contract, as it shall be programmed into individual users' phones and could cause security response problems in the event the number is changed. The Contractor shall provide the State proof of a multi-year Contract with a cell phone provider. All security guards are to maintain a list of building phone numbers and area numbers, and respond to each call by telephone or in person (if by area number).
- G. Provide required personnel to patrol the Fairbanks Regional Office Building and associated state parking facilities during the hours listed. Occasionally there shall be a need to patrol the building at times other than those listed. The agency estimates that there may be approximately 100 hours of additional patrol required. The state guarantees no minimum or maximum, however. The Contractor is obligated to provide this additional service on 24 hours written or verbal notice from the state. In the event of an urgent condition at the building, the response must be within thirty (30) minutes from time of contact with central dispatch..
- H. Insure that all guards have read and understand all policies and procedures pertaining to the buildings and their operations prior to providing service. All information shall be kept in a FROB Security Guard Duties and Emergencies Handbook maintained by the Contractor and kept at the guard station. The Handbook shall be read and signed by each guard on first assignment to the position, and monthly thereafter.
- I. Insure that guards raise and lower flags on as required. Proper flag etiquette and respect shall be observed.
- J. Provide one copy of daily security reports and all incident reports to the DCA within 24 hours of the time the report is written. An accurate file must be maintained by security personnel on premises.

- K. Agree that guards may be directed by the F.R.O.B. Maintenance Foreman, the Building Emergency Coordinator, and/or the DCA.
- L. Provide a Contractor's representative to attend periodic building meetings. The meeting dates shall be provided by the F.R.O.B. foreman. One week notice shall be provided.
- M. Provide a 24-hour contact phone number for the Contractor's central dispatcher. This number shall also be supplied to DOT/PF to be programmed into the FROB's elevator emergency response button (a one-way call out, two-way speaker phone communication device, intended for people trapped on the elevator). **The contractor shall agree to respond to unusual circumstances after hours for a walk through security check of the FROB if dispatcher is contacted by the facility manager.**
 - (1) The central dispatcher shall be familiar with this Contract, and be aware of the fact that the dispatch phone number is programmed into the FROB elevator.
 - (2) This 24 hour number may be used by DOT/PF personnel in the event that it is necessary to summon an after-hours response, such as altering the Drive-Through, or to request an immediate investigation of reported suspicious activity at the building. There shall be grounds for an SDC in the event that the on-duty dispatcher fails to initiate an appropriate response.
- N. Insure that security guards are constantly present at these buildings to perform the duties set out herein. Lunch breaks, breaks, and other absences must be arranged in a manner that facilitates such presence. **Meal breaks should be scheduled before or after the 12:30 shift change to facilitate noon hour duties.**
- O. In the event that permanent employees are rotated from this Contract to another, or are replaced by temporary guards in the performance of the Contract, the DCA must be notified. If the rotation of permanent employees with temporary employees continues, the DCA may request an explanation why permanent employees with permanent licenses are not performing the majority of the Contract. A temporary guard placed in the facility shall be permanently licensed and pre-approved by the DCA.
- P. In addition to the eight (8) hours of pre-training required by statute, the Contractor must provide at least 6 hours of on the job pre-training for new guards to ensure an adequate understanding of their new duties before they are allowed to begin service. This is to be coordinated with the DCA with enough lead time to ensure proper training using an adequate work schedule.
- Q. Insure that personal visits are not allowed and personal phone calls are limited.
- R. Keep security desk neat and completely clear of personal clutter.
- S. No leisure reading of books, magazines or newspapers, or surfing the web while on duty.

GENERAL DUTIES OF SECURITY GUARDS:

- A. Enforce parking regulations in state owned or leased parking garages and lots.

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- B. Maintain a serious demeanor and display a courteous and concerned attitude for the public and state personnel.
- C. Monitor building surveillance cameras and take appropriate action when required.
- D. Answer questions, assist, and otherwise help the public.
- E. Resolve minor disputes and disturbances.
- F. Curtail, through minimal intervention or by contacting the Fairbanks Police Department, improper or inappropriate behavior.
- G. Protect State personnel, property, materials, and equipment from unauthorized access, loss, theft, and vandalism.
- H. When necessary, cite parking violators as set out in this Contract.
- I. Carry and use working communication equipment and working cell phone with caller id enabled.

DAILY SCHEDULE:

FROB Daily Security Schedule

Hourly patrols of the FROB lower garage and FROB perimeter are incorporated into this daily routine.

Morning Shift

06:30 Shift begins.
07:30 Unlock all public, non-card access, entrance doors. See Drawing S.
08:00 Unlock Station E DPA Lobby door. See Drawing S.
08:15 Unlock Station D Resource Room door. See Drawing S.
08:30 Patrol areas of FROB, FROB lower garage, FROB perimeter.
09:00 Interior patrol of FROB.
09:30 Stand watch at Station D and Station E to observe public.
10:30 Patrol areas of FROB, FROB lower garage, FROB perimeter.
11:30 Interior patrol of FROB.
11:55 Observe proper exiting speed of all exiting vehicles for the noon time lunch hour.
12:30 Shift change

Afternoon Shift

12:35 Patrol areas of FROB, FROB lower garage, FROB perimeter.
13:30 Stand watch at Station D and Station E to observe public.
14:30 Patrol areas of FROB, FROB lower garage, FROB perimeter.
15:30 Continue patrol of all areas.
16:20 Stand watch in lower garage and stringently enforce exiting speed limit.
16:45 Lock Station D door and stand watch and assist with public in Resource room. See Drawing S.
16:55 Lock Station E door and stand watch and assist with public in DPA Lobby. See Drawing S.
17:00 Lock public, non card access, entrances, ask public left in building to leave and return the next business day.
Patrol bathrooms and "hiding areas" for public. See Drawing S.
17:30 Check roof access.
18:15 Final check of FROB Interior, all lights should be off, courtesy doors, department doors, loading dock, garage, and roof doors secured. Fridays during summer months (May 1 – Sept 1) blinds should be closed. Coffee pots in break rooms Stations B & G should be turned off. Lights should not be turned off by guards before this time.
18:25 Exit building & check all exterior access doors.
18:30 End of shift. No manual locking/unlocking of doors under Drawing S

PARKING ENFORCEMENT: The Contractor shall work with the appointed parking area coordinator (PAC) and/or the DCA to enforce parking rules. This includes but is not limited to patrolling parking areas and, when requested, installing boots or immobilization devices, or arranging to have vehicles towed by a company licensed and permitted in the City of Fairbanks. All parking policies and procedures are plainly stated and displayed in parking areas. **Enforcement of FROB garage speeding policy will be strictly enforced.**

EMERGENCY EVACUATION DUTIES: Security personnel shall work with the state appointed Building Emergency Coordinator. Security personnel responsibilities include, but are not limited to:

- A. Immediately inform their supervisor and the other designated response people.
- B. Assist in evacuating state personnel and the public.
- C. Take necessary precautions to prevent entry into closed buildings or portions of buildings.

BOMB THREATS: In the case of a bomb threat, security personnel are to participate in visually scanning assigned areas for suspicious packages, boxes, and bags that might conceal an explosive device, report their concerns to the DCA, and the police. Under no circumstances are they to touch, or attempt to move or alter suspicious objects. Actual bomb investigation, defusing, removal, or detonation shall be handled by the designated explosive team.

DRIVE THROUGH PATROL: Drive through patrol shall be requested by the agency on a monthly basis when and if needed. If additional drive through patrol services are required, then the cost shall be at the monthly cost indicated in Item No. 3 under BID SCHEDULE and invoiced directly to the agency requesting the service at the end of that month. The agency estimates that there may be 8 months of drive through patrol service required for the year. The agency guarantees no minimum nor maximum, however. The Contractor must be able to begin providing this service on a monthly basis with 48 hours written or verbal notice.

- A. At the end of each month and before any billing for service, an accurate "Drive Through Log" shall be submitted to the DCA. This log shall contain the full name of the patrolling officer, time, and date.
- B. If requested, security personnel must perform a drive through patrol of parking areas once each night, Sunday through Thursday, and twice each night, Friday and Saturday. These patrols must occur 365 days a year - no holidays are allowed. The times of patrol must be randomly scheduled between 6:30 PM and 6:30 AM so as to best deter vandalism and insure the security of persons working after hours. Security personnel must drive the below grade parking at the Regional Office Building.

REMOVAL OF CERTAIN SECURITY GUARDS: The state reserves the right to require removal of certain security guards if they act in a manner the state considers objectionable or inappropriate for their duties or if license requirements have not been met by the Contractor or if the guard is improperly licensed.

COMPLAINT PROCEDURES: All complaints regarding security guard service shall be routed to the Departmental Contract Administrator (DCA), who shall investigate the report and record all complaints, with any comments.

- A. If a Contract violation occurs, reports must be sent/made as soon as practicable, in writing, to/by the DCA.
- B. The complaint shall clearly state the time, date, and location of the infraction. A brief, but specific, description of the incident and the names of all the people involved shall be provided. The DCA shall review the complaint, and determine and cite the page and paragraph of the contract section violated.
- C. The DCA shall review the complaint and, if required, contact the Contractor, issue a Service Contract Deficiency (SDC), and try to resolve the problem. The DCA and the Contractor shall make every attempt to resolve the SDC. The DCA shall approve or disapprove the remedy. Disapproval of the remedy may result in another SDC being issued. Correction of the problem that led to the issuance of the SDC does not invalidate nor remove the SDC.
- D. In the event the SDC cannot be resolved at the local level, the DCA shall refer to the PROCUREMENT OFFICER for final determination.
- E. If any questions arise regarding this procedure during the term of the Contract, contact the PROCUREMENT OFFICER, at 907-451-5102.

EQUIPMENT TO BE PROVIDED BY THE STATE:

- A. Closet for storage of coats and equipment.
- B. A locking security desk in the main corridor of the Fairbanks Regional Office for use by the Contractor.

STATE OF ALASKA ITB # 2518N031
Security Services at the Fairbanks Regional Office Building

C. A list of all departmental contact persons and their contact numbers needed to perform the Contract.

EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR:

All other parts, components, and machines required to perform this Contract are to be provided by the Contractor and included in the total cost bid.

SPECIAL FLAG DISPLAY REQUIREMENTS:

The president or governor may proclaim a special date to display a specific flag configuration. The contractor shall be provided with such and be required to display the flags properly for the date specified.

BID SCHEDULE

Item No. 1: Monthly bid price for basic service:

(\$ _____) x 12 months = _____
per month

Item No. 2: Hourly bid price for additional services:

(\$ _____) x est. 100 hrs/year = _____*
per hour

Item No. 3: Monthly bid price for drive through patrol:

(\$ _____) x est. 12 mo/year = _____*
per month

Evaluation:

Item No. 1 Total - _____.

Item No. 2 Total - _____.

Item No. 3 Total - _____.

Total Bid Price For Evaluation Purposes \$ _____.

* This figure represents the total estimated annual price. These services may be required by the state. If required, the services shall be provided at the hourly prices shown. The state guarantees no minimum nor maximum number of hours.

ORDERING ADDRESS:

Company

Signature

POB or Street Address

Phone Number

City, State, Zip Code

Fax Number

Contact Person

Contact Phone Number

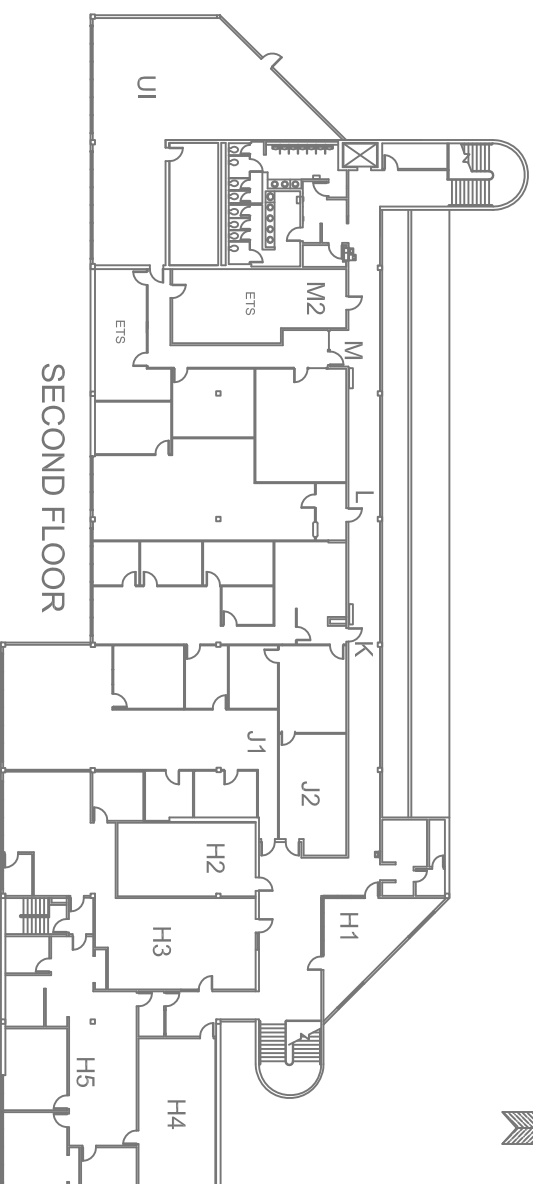
FAIRBANKS REGIONAL OFFICE BUILDING 675 SEVENTH AVE.



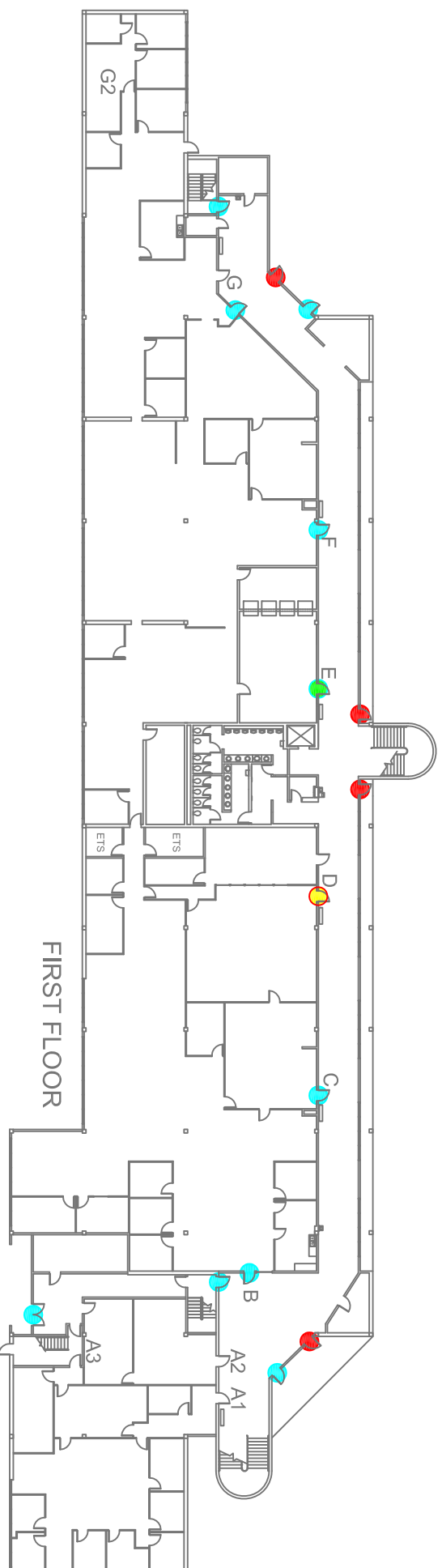
LAST UPDATE 6/17

DRAWING "S"

- UNSECURED 7:30 AM
SECURED 5:00 PM
- UNSECURED 8:00 AM
SECURED 4:55 PM
- UNSECURED 8:15 AM
SECURED 4:45 PM
- NO "MECHANICAL" / KEY
LOCKING REQUIRED



SECOND FLOOR



FIRST FLOOR

STATE OF ALASKA STANDARD OPERATING PROCEDURE Division of General Services	S.O.P. # DGS-011-07	PAGE 1 of 1
SUBJECT: Background Clearance	EFFECTIVE DATE: 12/1/10	
WRITTEN BY: Anna Harrison, Program Coordinator I	SUPERSEDES S.O.P. # N/A	DATED REVISED: 10/27/17
APPROVED BY: Kevin Brooks, Director		

PURPOSE: To establish a policy regarding background clearance procedures for state owned facilities managed by the Department of Administration, Division of General Services. Enforcement by other Executive Branch Departments is voluntary.

AUTHORITY: Per AS 36.30 and AS 44.21, the Department of Administration is responsible for procurement and allocation of all space used by the Executive Branch. The Departments of Administration and Transportation & Public Facilities are designated as the responsible Facility Managers for the majority of State owned buildings.

POLICY: Provides written instruction on the required procedures and process for all third party vendors and contractors performing work on Department of Administration, Division of General Services managed property. Each occupying Agency in a DOA/DGS facility shall be responsible for the observance of this policy. Note, not applicable to leased facilities

The implementation of this SOP at non DOA/DGS facilities is voluntary.

PROCEDURE:

1. Each employee of the Contractor performing work on State Facilities is required to obtain a background check through the Department of Public Safety.
2. Contractor shall pay all associated processing fees which may be in the form of a personal check, cashiers' check or money order made payable to the Department of Public Safety.
3. The Contractor shall provide to the requesting Agency a copy of the DPS Background Check for each individual. Agencies will forward the background check document electronically to the contracting officer who is responsible for the project.
4. Acceptance or denial will be provided to the requesting Agency within 48 hours and is at the sole discretion of DGS, Facility Manager. In making the determination of whether a contractor is denied clearance, the Facility Manager may consider:
 - a) The nature and seriousness of the offense;
 - b) The location in which the contractor will be working;
 - c) The circumstances under which the offense occurred;
 - d) The amount of time that has passed since the offense was committed;
 - e) The age of the applicant at the time the offense was committed;
 - f) Whether the offense was isolated or a repeat violation; and
 - g) Any aggravating, mitigating, or other facts or circumstances that might have bearing on the suitability of the contractor for the location and work being performed.
5. Contractor employees are prohibited to commence with any work prior to receiving approval.
6. Background checks shall remain confidential and are valid for one year.
7. An alternative to Agency contractors obtaining background clearance is for the Contractor to be escorted by an Agency employee **the entire time** while on State property. The name of the Agency employee providing the escort must be provided to DGS during the construction approval process, (reference DGS SOP 07-06).
8. Please note that contractors needing access to spaces occupied by The Office of the Governor, will need to

comply with additional background verification which can be obtained by speaking directly with the contracting officer responsible for the project.