

STATE OF ALASKA REQUEST FOR PROPOSALS



UNARMED SECURITY SERVICES FOR THE ANCHORAGE INTERNATIONAL AIRPORT RFP NUMBER: 2519H025

ISSUED: OCTOBER 11, 2018

The Department of Transportation and Public Facilities, Statewide Contracting and Procurement is soliciting proposals from qualified vendors to provide unarmed security services at the Ted Stevens Anchorage International Airport located in Anchorage, Alaska.

ISSUED BY:

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

TOM MAYER
PROCUREMENT OFFICER
tom.mayer@alaska.gov

(907) 465-8855

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

TABLE OF CONTENTS

SECTION ONE: INTRODUCTION AND INSTRUCTIONS

SECTION	DESCRIPTION	PAGE NUMBER
1.01	PURPOSE OF THE RFP	5
1.02	BUDGET	5
1.03	DEADLINE FOR RECEIPT OF PROPOSALS	5
1.04	PRIOR EXPERIENCE	5
1.05	REQUIRED REVIEW	6
1.06	QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS	6
1.07	RETURN INSTRUCTIONS	6
1.08	PROPOSAL CONTENTS	7
1.09	ASSISTANCE TO OFFERORS WITH A DISABILITY	8
1.10	AMENDMENTS TO PROPOSALS	8
1.11	AMENDMENTS TO THE RFP	8
1.12	RFP SCHEDULE	8
1.13	PRE-PROPOSAL MEETING AND SITE VISIT	9
1.14	ALTERNATE PROPOSALS	10
1.15	NEWS RELEASES	10

SECTION TWO: BACKGROUND INFORMATION

2.01	BACKGROUND INFORMATION	11
------	------------------------	----

SECTION THREE: SCOPE OF WORK AND CONTRACT INFORMATION

3.01	INTRODUCTION	12
3.02	DESCRIPTION OF SERVICES	14
3.03	WORK SCHEDULE	15
3.04	WORKLOAD	16
3.05	MINIMUM WAGE RATE	16
3.06	MINIMUM GUARD WORK EXPERIENCE	16
3.07	PENALTIES	17
3.08	DEPARTMENT CONTRACT ADMINISTRATOR	18
3.09	PROCUREMENT OFFICER OF RECORD	18
3.10	SERVICE DEFICIENCY CLAIMS	18
3.11	REMOVAL OF SECURITY GUARDS	19
3.12	REQUIRED DOCUMENTATION	19
3.13	SERVICES NOT PERMITTED UNDER CONTRACT	19
3.14	SERVICES, EQUIPMENT, AND INFORMATION PROVIDED BY THE STATE	19
3.15	SERVICES, EQUIPMENT, AND INFORMATION PROVIDED BY THE CONTRACTOR	20
3.16	BADGES AND IDENTIFICATION	21
3.17	CONTRACTOR'S AGENCY LICENSE AND DUTIES	22
3.18	GENERAL REQUIREMENTS FOR LICENSES	23
3.19	SECURITY GUARD TRAINING REQUIREMENTS	24

STATE OF ALASKA – REQUEST FOR PROPOSALS
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
SECURITY SERVICES AT THE ANCHORAGE INTERNATIONAL AIRPORT

RFP NUMBER: 2519H025

3.20	ANNUAL REFRESHER TRAINING	25
3.21	ADDITIONAL TRAINING REQUIRED	25
3.22	CONTRACT TERM AND WORK SCHEDULE	26
3.23	CONTRACT TYPE	26
3.24	CONTRACT PRICE ADJUSTMENTS	26
3.25	PRICE DECREASES	27
3.26	PROPOSED PAYMENT PROCEDURES	27
3.27	PROMPT PAYMENT FOR STATE PURCHASES	27
3.28	CONTRACT PAYMENT	27
3.29	LOCATION OF WORK	27
3.30	SUBCONTRACTORS	28
3.31	JOINT VENTURES	28
3.32	RIGHT TO INSPECT PLACE OF BUSINESS	28
3.33	F.O.B. POINT	28
3.34	CONTRACT PERSONNEL	28
3.35	INSPECTION AND MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	28
3.36	LIQUIDATED DAMAGES	28
3.37	CONTRACT CHANGES – UNANTICIPATED AMENDMENTS	28
3.38	NONDISCLOSURE AND CONFIDENTIALITY	29
3.39	INSURANCE REQUIREMENTS	30
3.40	TERMINATION FOR DEFAULT	30

SECTION FOUR: PROPOSAL FORMAT AND CONTENT

4.01	PROPOSAL FORMAT AND CONTENT	31
4.02	INTRODUCTION	31
4.03	UNDERSTANDING OF THE PROJECT	31
4.04	METHODOLOGY USED FOR THE PROJECT	32
4.05	MANAGEMENT PLAN FOR THE PROJECT	32
4.06	EXPERIENCE AND QUALIFICATIONS	32
4.07	COST PROPOSAL	32
4.08	EVALUATION CRITERIA	33

SECTION FIVE: EVALUATION CRITERIA AND CONTRACTOR SELECTION

5.01	UNDERSTANDING OF THE PROJECT (15%)	34
5.02	METHODOLOGY USED FOR THE PROJECT (10%)	34
5.03	MANAGEMENT PLAN FOR THE PROJECT (10%)	34
5.04	EXPERIENCE AND QUALIFICATIONS (15%)	35
5.05	CONTRACT COST (40%)	35
5.06	ALASKA OFFEROR PREFERENCE (10%)	35

SECTION SIX: GENERAL PROCESS INFORMATION

6.01	INFORMAL DEBRIEFING	36
6.02	ALASKA BUSINESS LICENSES AND OTHER REQUIRED LICENSES	36
6.03	SITE INSPECTION	36

STATE OF ALASKA – REQUEST FOR PROPOSALS
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
SECURITY SERVICES AT THE ANCHORAGE INTERNATIONAL AIRPORT

RFP NUMBER: 2519H025

6.04	CLARIFICATION OF OFFERS	37
6.05	DISCUSSIONS WITH OFFERORS	37
6.06	EVALUATION OF PROPOSALS	37
6.07	CONTRACT NEGOTIATIONS	37
6.08	FAILURE TO NEGOTIATE	38
6.09	OFFEROR NOTIFICATION OF SELECTION	38
6.10	PROTEST	38
6.11	APPLICATION OF PREFERENCES	39
6.12	ALASKA BIDDER PREFERENCE	40
6.13	ALASKA VETERAN PREFERENCE	40
6.14	ALASKA OFFERORS PREFERENCE	41
6.15	FORMULA USED TO CONVERT COST TO POINTS	41
6.16	EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES	41

SECTION SEVEN: GENERAL LEGAL INFORMATION

7.01	STANDARD CONTRACT PROVISIONS	43
7.02	PROPOSAL AS PART OF THE CONTRACT	43
7.03	ADDITIONAL TERMS AND CONDITIONS	43
7.04	HUMAN TRAFFICKING	43
7.05	RIGHT OF REJECTION	43
7.06	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	44
7.07	DISCLOSURE OF PROPOSAL CONTENTS	44
7.08	ASSIGNMENT	44
7.09	DISPUTES	44
7.10	SEVERABILITY	44
7.11	SUPPLEMENTAL TERMS AND CONDITIONS	45
7.12	CONTRACT INVALIDATION	45
7.13	SOLICITATION ADVERTISING	45

SECTION EIGHT: ATTACHMENTS

ATTACHMENT A-PROPOSAL EVALUATION FORM	
ATTACHMENT B-STANDARD AGREEMENT FOR WITH APPENDIX A	
ATTACHMENT C-INSURANCE REQUIREMENTS-APPENDIX B1	
ATTACHMENT D-NOTICE OF INTENT TO AWARD A CONTRACT	
ATTACHMENT E-COST PROPOSAL	
ATTACHMENT F-PROPOSAL CHECKLIST	
ATTACHMENT G-QUALIFICATION AND TRAINING COMPLIANCE FORM	

SECTION 1 INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Transportation and Public Facilities, Statewide Contracting and Procurement section, is soliciting proposals from vendors qualified to provide unarmed security services at the Ted Stevens Anchorage International Airport (TSAIA) in Anchorage, Alaska on a 24/7/365 basis.

SEC. 1.02 BUDGET

Department of Transportation and Public Facilities estimates a budget of \$10,500,000.00 for the entire seven-year term of the contract resulting from this solicitation. The Department estimates paying an hourly rate of between \$19 and \$35 for services provided under this contract. Proposals with an hourly rate of more than \$35 per hour will be considered non-responsive. The proposed hourly rate must include all training, supervision, equipment, and supplies, as well as administrative and overhead costs to include, but not limited to, profit, insurance, taxes, and fees. The hourly rate offered for all staffing categories shall be all inclusive as the state will not pay any additional cost or charges under the contract other than the offered hourly rate per position.

Payment for the initial contract term is subject to funds already appropriated and identified. Continuation of a contract resulting from this solicitation is contingent upon legislative appropriation.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00pm prevailing Alaska Time on November 2, 2018. Faxed, emailed, and oral proposals are not acceptable.

An offeror's failure to submit their proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must provide written evidence with the proposal that will verify the offeror meets the following minimum prior experience requirements:

1. The Offeror must have at least three years of experience successfully performing services of similar scope, complexity, and nature as described in **Section 3 of this RFP**.

OFFERORS RESPONSE: Offerors must provide the following with their response to this RFP:

- Written narrative statements that fully document and validate the minimum required prior experience as described above for evaluation. ***These narratives count against the 25 page limit as seen in section 4.01 of this RFP.***
- At least three, but no more than five written letters of reference from current or past clients that validate the Offerors ability to perform the required services. ***References do not count against the 25 page proposal limitation as defined in section 4.01 of this RFP.***
- Organizational chart reflecting the Offerors management staff including lines of authority, escalation paths, and must identify who is responsible and accountable for service delivery. ***The***

organization chart does not count against the 25 page proposal limitation as defined in section 4.01 of this RFP.

- Resumes for the Offerors management staff. *Resumes do not count against the 25 page proposal limitation as defined in section 4.01 of this RFP.*

An offeror's failure to provide evidence within their proposal that they meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and the proposal will be rejected.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER	Tom Mayer
PHONE NUMBER	907-465-8855
FAX NUMBER	907-465-3124

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one original and one copy of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be in a separate sealed envelope from the rest of the proposal and must be clearly identified.

An electronic copy of the technical and cost proposal must be submitted on a thumb drive as well.

The sealed proposal package(s) must be addressed as follows:

Department of Transportation and Public Facilities
Statewide Contracting and Procurement
Attention: Tom Mayer
Request for Proposal (RFP) Number: 2519H025

RFP Title: Unarmed Security Services at the Ted Stevens Anchorage International Airport

If using U.S. mail, please use the following address:

**P.O. BOX 112500
JUNEAU, AK 99811-2500**

If using a delivery service, please use the following address:

**3132 CHANNEL DRIVE, ROOM 310
JUNEAU, AK, 99801**

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- G. that the offers will remain open and valid for at least 90 days; and
- H. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

(c) VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

(d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Transportation and Public Facilities reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

(e) FEDERAL REQUIREMENTS

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

(f) BID BOND - PERFORMANCE BOND - SURETY DEPOSIT

Bid Bond Not required for this project

Performance Bond Not required for this project

Surety Deposit Not required for this project

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.10 AMENDMENTS TO PROPOSALS

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

SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

SEC. 1.12 RFP SCHEDULE

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

- | | |
|---|-------------------|
| • Issue RFP | October 11, 2018 |
| • Pre-proposal conference | October 25, 2018 |
| • Deadline for Receipt of Proposals | November 2, 2018 |
| • Proposal Evaluation Committee complete evaluation by | November 19, 2018 |
| • State of Alaska issues Notice of Intent to Award a Contract | November 20, 2018 |
| • State of Alaska issues contract | December 3, 2018 |
| • Contract start | January 3, 2019 |

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

SEC. 1.13 PRE-PROPOSAL MEETING AND SITE VISIT

PRE-PROPOSAL MEETING: A pre-proposal conference will be held in Anchorage, Alaska from 10:00AM to 12:00PM Alaska Time, on October 25, 2018. The conference will be held in the McKinley Room located on the third floor of the North Terminal at 4600 Postmark Drive. Signs will be posted to direct parties to the McKinley Room and state staff will be in the lobby to provide additional guidance.

Those unable to attend in person should dial in the teleconference at (907) –266-2700.

NOTE: Due to security protocols in place at the TSAIA, parties wishing to attend the Pre-Proposal Meeting and/or the Site Visit should notify the Procurement Officer of Record no later than October 24, 2018 via email to confirm attendance at: tom.mayer@alaska.gov.

The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

SITE VISIT: Following the Pre-Proposal meeting, the state will conduct a site visit to see the conditions under which the work will be performed. **The site visit will start at 1:30PM Alaska Time on October 25, 2018.** A successful offeror's failure to attend the Site Visit will in no way relieve the offeror of the responsibility to perform the work in strict compliance with the terms, conditions, and specifications of the contract.

While the Site Visit is not MANDATORY, IT IS HIGHLY RECOMMENDED.

The Site Visit will be conducted by the Airport Operations Manager and the Procurement Officer and is designed to show Offerors the locations of work performance only. If Offerors have questions based on the Site Visit, the questions must be submitted in writing to the Procurement Officer named on the front page of this RFP.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.15 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the project director.

SECTION 2 BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

Information regarding the Ted Stevens Anchorage International Airport (ANC) can be viewed at:

<http://www.dot.state.ak.us/anc/index.shtml>

SECTION 3 SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 INTRODUCTION

The Department of Transportation and Public Facilities, Statewide Contracting and Procurement, is soliciting proposals from qualified vendors to provide licensed and bonded unarmed security services at the Ted Stevens Anchorage International Airport located in Anchorage, Alaska.

To ensure clarity, the following abbreviations may be found in this document:

Abbreviation	Meaning
ACC	Airport Communication Center
Airport 10	Duty Manager 24/7 for Airport Operations
ANC	Ted Stevens Anchorage International Airport
AOA	Air Operations Area (Entire area within the perimeter fence line to include runways, taxiways, loading ramps, and remote leaseholds)
ASM	Airport Security Manager
ASP	Airport Security Program
DCA	Department Contract Administrator
POR	Procurement Officer of Record
SDC	Service Deficiency Claim
Secured Area	Area of Ramp where passengers are enplaned and deplaned, and bags sorted or loaded
SIDA	Security Identification Display Area where an airport issued ID media must be displayed
Sterile Area	Passenger Boarding Concourse and Gates
TSA	Transportation Security Administration
TSR	Transportation Security Regulations
WC	Watch Commander 24/7 for Airport Police and Fire

CHECKPOINTS

The successful offeror will maintain one unarmed guard at each of the five following checkpoints to provide continuous surveillance 24 hours per day, seven days per week (including weekends and holidays), 365 days per year (366 days in leap years) (24/7/365). The Vendor Inspection checkpoint requires 12/7/365 coverage.

1. Terminal Curbs
2. Gate N10
3. Loading Dock
4. Sterile Area Exit Lane
5. Vendor Inspections (required 12/7/365)

DAILY GUARD LOGS:

All checkpoint guards (regardless of location) must maintain electronic Daily Guard Logs - one log, per post, per shift - to document guard activity at each checkpoint. A supervisor must review the logs each week, highlight notable activity, and email the electronic log with supervisor notes to the ANC ASM on a weekly basis or as directed. The contractor shall supply an electronic platform for the Daily Guard Log. An electronic copy of the Daily Guard Logs must be maintained by the contractor for the full term of the contract, including all renewals and must be available upon request by the state. The format of the log shall be developed cooperatively by the contractor and the state project director.

INCIDENT REPORTS:

An electronic Incident Report must be prepared any time a guard:

- Becomes involved in a situation requiring the ANC Airport Police to respond;
- Recognizes a conflict with the ASP; or,
- Has a significant interaction with the public.

The guard must, within twenty-four (24) hours, prepare an electronic Incident Report describing the incident. When incidents such as those described occur, the Supervisor, or in the absence of the Supervisor, the Lead shall call the ASM to report the incident as soon as possible. This report must document the details of the guard's actions during the incident. The contractor shall email all Incident Reports to the ASM and the ANC Airport Operations Manager. The contractor shall supply the electronic platform for the Incident Reports. An electronic copy of the Incident Reports must be maintained by the contractor for the full term of the contract, including all renewals and must be available upon request by the state.

TIME CLOCK:

A time clock must be used by all guards to document their presence on duty. A supervisor shall ensure the guards assigned to each shift clock in and out at appropriate times. The supervisor shall also be responsible for maintaining the time cards. All timecards shall be made available to the ANC Airport Operations Manager upon request.

SUPERVISOR:

The contractor must provide a Supervisor whose responsibilities include, but are not limited to:

1. Monitoring guards for proper equipment (i.e. safety vest, radio, no weapons, etc.);
2. Attendance, and job performance;
3. Ensuring proper training of new guards;
4. Relieving guards for breaks;
5. Assisting guards when necessary due to increased traffic on the ramps; and,
6. Completion of a wide variety of administrative tasks as necessary.

The Supervisor position will also serve as an onsite intermediary for the contractor and State.

SEC. 3.02 DESCRIPTION OF SERVICES

The services to be provided to the Department under the resultant contract are described below:

MANNED CHECKPOINTS

The contractor shall provide unarmed guard services at five permanently manned guard checkpoints at ANC as identified below:

1. **Terminal Curbs:** This checkpoint is the public vehicle curbs adjacent to the South and North Terminals
2. **Gate N10:** This checkpoint is the vehicle entrance (noted as Gate N10) to the Secured Area
3. **Loading Dock:** This checkpoint is at the vendor delivery dock (noted as C9) at the C Concourse
4. **Sterile Area Exit Lane:** This checkpoint is the entry/exit from the Sterile Area/Passenger Boarding Concourse via Elevator CL78 on level one of the C Concourse
5. **Vendor Inspections:** This checkpoint is the exit from the Sterile Area/Passenger Boarding concourse at the C Concourse, level one hallway.

At least one qualified guard must be present at each of the five checkpoints at all times.

The TSA requires the State to control access to, and to prevent unauthorized persons and vehicles from, entering the Secured Area of the ANC. The contractor providing unarmed guard services at ANC plays a critical role in ensuring the state is compliant with TSA guidelines at all times during the full term of the contract, including all renewals.

The following section provides details for each Manned Checkpoint.

TERMINAL CURB GUARDS:

The Terminal Curb Guards are responsible for monitoring the public vehicle curbs adjacent to the North and South Terminals at ANC to minimize congestion on the public side terminal curbs. The guard is responsible for ensuring vehicles on the terminal curbs are not left unattended, assisting in preventing traffic congestion, and ensuring compliance with the ASP, as well as all Federal, State, Municipal, and ANC regulations as applicable on a 24/7/365 basis. The guards will interact with airport staff and the public on a daily basis, these interactions must be handled in a professional manner. Terminal Curb Guards shall comply with the ASP at all times.

GATE N10 GUARDS:

The Gate N10 checkpoint Guard is responsible for preventing unauthorized person or vehicle access to the Secured Area on a 24/7/365 basis, by continuously monitoring the area surrounding the access point and adjacent Victor Taxiway. The guard will verify the access authorization of all vehicles and persons seeking to enter the Secured Area via Gate N10. This checkpoint location will also inspect vehicles and deliveries as instructed to ensure no prohibited items are entering the Secured Area. The contractor shall instruct the guards assigned to the Gate N10 checkpoint location in regards to the identification, inspection, reporting, and documentation requirements for persons and vehicles entering the Secured Area, in accordance with the ASP. Gate N10 Guards shall comply with the ASP at all times.

LOADING DOCK GUARDS:

The Loading Dock checkpoint (noted as C9) guard is responsible for logging in all drivers making deliveries to the public loading dock on a 24/7/365 basis. The guard is also responsible for inspecting all vendor deliveries into the airport Sterile Area, via Elevator CL78 adjacent to the public hallway, when the Vendor Inspection Guard is not on duty (6pm to 6am, unless the state request a change to this schedule) to ensure there has been no tampering of delivery items or the entry of prohibited items into this area. Additionally, this checkpoint also monitors the ANC reserved and visitor staff parking spaces along the C Concourse for authorized vehicles. Unauthorized vehicles must be reported to the ACC for Airport Police Assistance. Loading Dock Guard shall comply with the ASP at all times.

VENDOR INSPECTION GUARDS:

The contractor shall provide a separate Vendor Inspection Guard in addition to the other required guards on a 12/7/365 basis. The Vendor Inspection Guard is responsible for the inspection of all vendor deliveries to the Sterile Area within the airport. Vendor inspections required during the other 12 hours of the day shall be performed by the Loading Dock (C9) Guard as seen above. The state reserves the right to increase the vendor inspection guard hours to accommodate seasonal changes. Vendor deliveries shall be inspected by the guard and each inspection must be logged to include any pertinent details. Inspection logs shall be provided the project director on a weekly basis or upon request. The Vendor Inspection Guard shall comply with the ASP at all times.

STERILE EXIT AREA GUARDS:

The Sterile Exit Area checkpoint guard ensures no unauthorized persons enter the Sterile Area from the public ticket lobby on a 24/7/365 basis.

In addition to the tasks required at the above referenced checkpoints, the contractor will also be required to perform random ANC employee security inspections as required by TSA policy.

SEC. 3.03 WORK SCHEDULE

The contractor shall provide unarmed guards at ANC at the following Manned Checkpoints

ANC TERMINAL CURBS: South Terminal Curb (North Terminal as required)

- One Terminal Curb Checkpoint Guard shall perform the required services for both the upper and lower traffic ramps at the Domestic Terminal and when needed at North Terminal – 24/7/365. The state reserves the right to require the contractor to increase the number of Terminal Guards during times of increased travels such as holidays and the summer season. If requested, increased guard coverage shall be available within 48 hours of the states' request.

GATE N10

- One Gate N10 Checkpoint Guard at this location 24/7/365

LOADING DOCK

- One Loading Dock Checkpoint Guard at this location 24/7/365

VENDOR INSPECTIONS

- One Vendor Inspection Guard at this location 12/7/365

STERILE EXIT AREA

- One Sterile Exit Area Guard at this location 24/7/365

Lead

- Lead on duty at the airport 24/7/365. The lead shall be a roaming guard to provide break relief, employee inspections, and to provide additional curb position and guard support as needed.

Supervisor

- One Supervisor shall work an 8 hour shift 5 days per week. The Supervisors 8 hour shift (not including lunch) must be between 6:00am and 6:00pm or as approved by the DCA. The contractor shall ensure each shift has a “lead” to fill in for the Supervisor when the Supervisor is out of the office.

NOTE: Security Guards are prohibited from performing duties under this contract for more than 12 consecutive-hours in any single 24 hour period without a non-duty break of a minimum of 8 hours.

SEC. 3.04 WORKLOAD

The State reserves the right to increase or decrease the required number of personnel, work hours, or both, for each type of service based on the needs of the State. The State will provide a minimum of 48 hours written notice prior to any adjustment in the workforce or work hours.

The State will compensate the contractor at the actual hourly rate for each type of service for each hour of service actually provided, without regard to any increase or decrease in the number of guards or hours required.

The following illustrates, but does not limit, the possible reasons for which the State may need to adjust the workload or personnel requirements:

1. An increase in seasonal passenger activity may at times require additional personnel at the Terminal curbs. This includes the Thanksgiving, Christmas, New Years’ Holidays and the summer tour season.
2. An increase in security the requirements as required by the Transportation Security Administration.
3. A decrease in any of the areas of passenger activity and security requirements.

SEC. 3.05 MINIMUM WAGE RATE

The contractor must pay each guard performing services under the contract not less than \$19.00 per hour. This hourly wage is to be in addition to any non-wage company benefits, additional compensation, or benefits required by Federal or State law. The contractor must also pay each guard any additional compensation to which the guard may become legally entitled for overtime work.

SEC. 3.06 MINIMUM GUARD WORK EXPERIENCE

The contractor shall ensure that:

1. Each guard performing services under the contract has a minimum of one year of experience as a full time, licensed private guard, certified corrections officer, certified police officer, or military police

officer. Each year of full time experience must consist of not less than 12 months employment serving primarily in one or more of the foregoing capacities for a minimum of twenty-five (25) hours per week.

2. The minimum required experience is within the previous 10 years as of the guards first day of service at ANC. As an example, if the guards first day of service at ANC is April 1, 2015, the guard must have at least one year of experience in this capacity between April 1, 2005 and March 31, 2015.

Before the contractor places an individual, whether an existing contractor employee or a new hire, into service as a security guard under the contract, the contractor must review that individual's resume, training certificates, and licensing information to screen for proper training, licensing, and experience as required under the contract. Prior to a new guard starting service at ANC, the contractor shall provide the DCA or designee a completed Qualification and Training Compliance Form (Attachment G). This form shall be completed and signed by the contractor and the proposed guard. By completion, signature, and submission of this form, the contractor is confirming to the state that they have reviewed the proposed guards relevant work experience, qualifications, and pre hire training background and that the proposed guard meets or exceeds the minimum experience and training requirements as required under the contract.

The contractor, upon request the states' request, shall provide to the DCA copies of the resumes and applications of staff that are providing guard services under the contract.

While the state reserves the right to review and audit the resumes, training certificates and licenses for all guards proposed by the contractor, it is the sole responsibility of the contractor to ensure that all individuals performing services under this contract meet or exceed the minimum required guard experiences as defined in this RFP and resulting contract.

In addition to making any other submission required under the contract, the contractor shall, within 72 hours of the Procurement Officer's or the DCA's written or oral request, make available or provide copies of any training documentation required by the contract for temporary and permanent employees. The required documentation includes, but is not limited to the following:

- 1- Vendor Inspection training
- 2- Admittance to the Secured Area training
- 3- Annual refresher training
- 4- Employee Inspections training
- 5- Any other training that is, or could be required by the contract during the full term of this contract, including all renewals.

SEC. 3.07 PENALTIES

Any penalties or fines assessed against ANC by any entity as a result of any action or omission of the contractor or any of its employees, or as a result of the contractor's failure to fully perform under the contract, will be passed on to, and must be paid by, the contractor. By signature on their proposal, the Offeror agrees to pay any applicable penalty within the time specified by the DCA.

If at any time and for any reason, the contractor fails to provide all of the guard coverage required, and it becomes necessary for the ANC to cover any personnel deficiencies by the contractor, the DCA will deduct from the contractor's invoice all ANC costs associated with providing the coverage in such cases.

SEC. 3.08 DEPARTMENT CONTRACT ADMINISTRATOR

The Department Contract Administrator (DCA) will be responsible for, and authorized to:

- Review of each Qualification and Training Compliance Form submitted by the contractor;
- Adjust workload and work schedules;
- Issue directives reasonably necessary to ensure compliance with the contract, the ANC Security Program and any requirements of the TSA;
- Monitor contractor performance; and,
- Otherwise administer the contract to insure quality service to the State and users of ANC.

The person named below will be the DCA:

Terri Tibbe, Airport Operations Manager 907-266-2522

In the event the DCA is changed, the contractor will be notified in writing by the State who the new DCA is. Any contract dispute between the DCA and the contractor will be referred to the Procurement Officer of record in the Statewide Contracting and Procurement Office.

SEC. 3.09 PROCUREMENT OFFICER OF RECORD

The Procurement Office of Record (POR) is responsible for all changes to the contract including all contract amendment such as renewals and price adjustments. The current POR is listed below:

Tom Mayer, Procurement Specialist 907-465-8855

SEC. 3.10 SERVICE DEFICIENCY CLAIMS

The failure of the contractor to provide services as specified in this RFP and the successful offeror's proposal will constitute grounds for the State to issue a Service Deficiency Claim (SDC). If the contractor fails to correct the situation that resulted in the issuance of the SDC within one hour (or within the designated time identified in the SDC), the State may issue a second SDC and correct the situation by whatever means the State determines to be in the best interest of the State. This provision is in addition to the right of the State to provide necessary coverage under Section 3.07 without regard to whether the State has issued an SDC or provided notice.

SDC's may be issued for a wide variety of reasons and shall be issued in the form of an email from the DCA. The subject line of the email shall include the term "Service Deficiency Claim". All SDC's will become part of the official contract file to include the ultimate resolution to the SDC.

Three or more valid SDC's issued within a 30-day period, or a total of five or more valid SDC's issued within a two-month period may be grounds for the State to declare the contractor in default and terminate the contract.

SDC Disputes:

1. While the contractor is required to resolve the issue that resulted in the SDC within the required time frame as defined on the SDC, the contractor may also protest the validity of a SDC to the DCA. The protest must be in writing and must be delivered to the DCA within twenty-four (24) hours after issuance of the SDC.
2. The DCA will issue a written decision within 48 hours after receipt of the protest, not including week-ends and holidays. If the DCA fails to respond to the protest within 48 hours, the SDC will be considered

invalid.

3. If the contractor and the DCA cannot agree on the validity of the SDC, the contractor may appeal the decision of the DCA to the Procurement Officer. The appeal must be filed with the POR within 48 hours after receipt of the decision issued by the DCA.
4. The POR will issue a written decision on the SDC within 72 hours of receipt of appeal, not including week-ends and holidays. If the Procurement Officer fails to issue a written decision within 72 hours, the SDC will be considered invalid. The decision of the Procurement Officer will be final.

In the event the DCA is out of the office or otherwise unavailable, the DCA designee will be responsible for performing the above tasks as needed.

SEC. 3.11 REMOVAL OF SECURITY GUARDS

The State reserves the right to require the removal of any security guard who acts in a manner the State considers inappropriate to, or inconsistent with, his or her duties. Absent mitigating circumstances deemed substantial in the sole reasonable discretion of the DCA, such removal will also revoke the State's approval of the removed guard for further service under the contract. The length of removal shall be based on the issue and a removed guard may not perform services under this contract until the DCA determines otherwise.

SEC. 3.12 REQUIRED DOCUMENTATION

After contract award, but prior to commencement of work under the contract resulting from this RFP, the contractor must:

1. Furnish all documents required under the RFP to the DCA for review.
2. Contact the DCA to discuss the duties and obligations established under the contract.

SEC. 3.13 SERVICES NOT PERMITTED UNDER CONTRACT

Contractor personnel will neither be required nor authorized to detain or arrest anyone in the course of their duties. Contractor personnel are strictly prohibited from carrying or otherwise possessing a weapon while on duty.

SEC. 3.14 SERVICES, EQUIPMENT AND INFORMATION PROVIDED BY THE STATE

Subject to availability, the State will provide a limited amount of office space for the contractor at the ANC. All costs of finishing and furnishing any office space will be solely the responsibility of the contractor.

In addition to limited office space as state above, the State will provide:

1. Written directives relating to specific operating procedures.
2. Two guard houses, inclusive of lights, heat and portable toilets.
3. A portable radio at each checkpoint to be used for contacting ANC ACC for Police & Fire in emergency situations
4. Telephones at the C9 and N10 checkpoint
5. Four copies of all training curriculum and other training materials specific to each guard position.
6. A list of all applicable department personnel with complete contact information
7. SIDA visitor badges

8. Fax Machine and computer at Gate N10
9. Warning notices for parking violations

All other parts, components, equipment, machines or supplies needed to perform the required contract services must be provided by the contractor. The cost of such items must be included in the hourly rates proposed.

SEC. 3.15 SERVICES, EQUIPMENT AND INFORMATION PROVIDED BY THE CONTRACTOR

The contractor shall be responsible for:

1. Ensuring that all security guards providing services under the contract meet or exceed the training, experience, bonding, and licensing requirements set out in this RFP with the completion and submission of the Qualifications and Training Compliance Form.
2. Ensuring that all security guards are in the appropriate uniform and are unarmed while providing the required security services. The designation "Security" and the company name must be clearly visible on all uniforms. The security designation may be on a cloth or metal badge, shoulder patch or name tag as approved by the DCA.
3. Ensuring that each checkpoint has an electronic device for the guard to utilize when completing the Daily Log and Incident Report forms.
4. Ensuring that each security guard assigned to the Terminal curbs, C9 Loading Dock, or that have duties that place them on the airside ramp, are provided, and wear, a contractor provided reflective vest at all times while performing services on the loading dock.
5. Ensuring that each guard is provided a complete and outfitted security guard uniform that is neat in appearance. In addition, the contractor shall also provide any, and all, other equipment that may be required to perform the services required under the contract, including, but not limited to, applying for, and receiving, Airport Identification Badges as required by TSA regulation.
6. Ensuring that all security guards provide security services effectively and in a professional manner while being courteous and helpful to all people with whom they come in contact in an ongoing effort at maintaining a positive relationship with the TSAIA community and with the public.
7. Ensuring that a security guard is continuously present at each of the assigned checkpoints to perform the duties set out in this RFP. Relief guards for lunch breaks, breaks, and all other absences must be arranged by the contractor to insure the required coverage is provided on a 24/7/365 basis (12/7/365 at the Vendor Inspection Checkpoint).
8. Ensuring that all security guards have received the necessary training relating to duties under this contract prior to providing service. All information regarding procedures relating to this contract, including written directives issued by the DCA, must be kept in a reading file maintained by the contractor. This file must be read and signed by each security guard on first assignment to the position and on a monthly basis thereafter.
9. Ensuring the DCA is provided an accurate and up to date contact number for the duty supervisor. The contact number must be valid 24/7. With the understanding the supervisor is a 40 hour per week position, each shift must also have a designated lead that serves as the shift supervisor when the duty supervisor is out of the office.
10. Ensuring that at least 6 hours of on-the-job training is provided to all new guards regardless of checkpoint assignment to ensure an adequate understanding of their duties. Guards should be cross trained to perform services at all checkpoints as this will permit the assignment of all authorized guards to any checkpoint to ensure the required coverage is performed in the most efficient manner possible.
11. Ensuring the DCA and POR is provided contact information for the contractor's single point of contract,

- and their designated alternate for matters relating to contract services and performance.
12. Ensuring the required background checks on proposed guards are complete prior to deploying the guard at the ANC. The Qualification and Training Compliance Form (Attachment G) must be submitted to the DCA or designee prior to the guard performing guard duties at ANC.
 13. Ensuring coordination and communication between the guards and ANC Operations department as outlined in directives issued by the DCA.
 14. Providing a time clock and time cards for all contractor staff performing services under the contract to permit the verification of hours billed.
 15. The contractor must document the services performed on a daily basis with all time sheets available to the DCA upon request.
 16. The contractor shall submit a monthly invoice for all services to the DCA.
 17. The contractor shall provide an office phone in the space provided by the state and shall ensure all positions have an airport provided radio or a contractor provided cell phone to ensure adequate communication.
 18. The contractor shall ensure each guard performing services at the Terminal Curbs is equipped with an airport provided, properly functioning radio capable of communication with ANC ACC. ANC Airport Operations will designate the frequency to be used. The contractor must also have designated Contractor Management Team Points of Contact that are available 24/7/365 for the state to contact if an issue requires consultation above the onsite supervisor level.

SEC. 3.16 BADGES & IDENTIFICATION

The identification system developed and adopted by the ANC is the only system that is recognized as the authority to enter the restricted Secured Area and SIDA. Only persons and vehicles identified by this system are permitted access. These requirements for admittance to the AOA must be adhered to and enforced at all times.

Vehicles: Vehicles are identified by ANC issued vehicle permits and company names/logos must be displayed on the vehicle.

Personnel: Personnel are identified by various ANC-issued ID badges. The badges vary in color, and authorize different privileges such as ramp driving, Escort Authorization, and access to the Federal Inspection Sites of Customs and Boarder Protection.

Non-Badged Personnel: Non Badged Personnel must not enter the Secured Area or SIDA unless they have been issued ANC visitor badges and are escorted by properly badged individuals.

It must be noted that Vehicle permits and Personnel identification style and colors are changed on a regular basis. The contractor will be notified in writing as to the changes and effective dates.

While the contractor may issue its own company identification card to its employees, the company issued identification cards shall may not contain any indication that the holder or the contractor is licensed by the State of Alaska.

Each security guard assigned to the ANC contract will be required to obtain an airport issued identification badge prior to performing services under the contract. The application process requires a fingerprint based Federal Bureau of Investigation (FBI) criminal history records check through fingerprinting and a TSA Security Threat Assessment. Each security guard must display the Airport badge on their outer most garment above the waist at all times while on duty. The contractor is responsible for the cost of all airport identification badges including, but not limited, to the FBI criminal history and TSA Security threat assessments.

ADDITIONAL BADGING INFORMATION

1. Airport Badges must be applied for at the Airport Badge Office. The contractors badge applicant must meet all the requirements in order to be issued an airport badge and become an authorized employee. The contractor is responsible for the costs associated with badges and the required fingerprinting.
2. Should a security guard terminate employment with the contractor, the contractor must immediately notify airport badge office for badge deactivation. If after normal business hours, the contractor shall notify the ANC ACC for badge deactivation. Individual badges must be returned within five business days of termination. If the contractor fails to return a badge within five business days of termination, the state reserves the right to charge the contractor a \$200 partially refundable fee. However, if the non-returned badge is returned within one year from the date of termination, \$100.00 of this fee may be refunded.
3. Under any other circumstances, if a badge is not returned in accordance with the airport security program, the contractor will be charged a \$200 partially refundable fee per badge. However, if the non-returned badge is returned within one year from the date of termination, \$100.00 of this fee may be refunded.
4. Should a contractor's employee lose his or her badge, the contractor shall pay a \$200 for a replacement badge.

SEC. 3.17 CONTRACTOR'S AGENCY LICENSE AND DUTIES

While providing services under the contract, the contractor must at all times be licensed, and, in good standing with the State of Alaska as a Security Guard Agency and remain in compliance with 13 AAC 60 or any successor statute, regulation, or policy, and must comply with, and fulfill all the requirements to maintain that license in good standing throughout the term of the contract and all renewals.

The contractor will be responsible for verifying whether or not a license is required by any other governmental agency with jurisdiction, and shall contact any local or state administrative or public safety officials necessary to obtain any additional licenses legally required.

In addition to other contractor responsibilities and requirements located elsewhere in this RFP, the contractor is also responsible for the following:

1. Ensuring all contractual duties and obligations are carried out in accordance with the contract and all applicable laws, regulations, and policies that may apply;
2. Ensuring the required number of security guards are on duty at their required posts at the required times and that they diligently carry out all of the performance requirements of the contract;
3. Ensure that all persons employed to perform any of the guard duties of the contract are licensed and trained as set out in 13 AAC 60, and in this RFP;
4. Provide in a timely manner, any and all training records, applications, resumes, and licenses, for proposed temporary and permanent security guards upon request from the DCA.
5. Submitting complete and signed Qualification and Training Compliance Forms for all guards performing services under the contract.
6. Ensuring that all persons employed to provide services under the contract meet all of the licensing requirements of the Department of Public Safety and meet all additional contract requirements for training and experience.
7. Ensure that all security guard training is provided by an instructor with at least five years of experience

as a security guard agency supervisor or a police supervisor.

It is important to note that additional contractor responsibilities may be located elsewhere in this RFP.

All costs associated with the guards, guard training, and the performance of the contract are the responsibility of the contractor and not the State.

SEC. 3.18 GENERAL REQUIREMENTS FOR LICENSES

AGENCY LICENSE

The contractor must have and maintain an agency license in accordance with 13 AAC 60 or any successor statute or regulation. In addition, each security guard providing service under the contract must also be licensed in accordance with 13 AAC 60 or any successor statute or regulation. Please see 13 AAC 60 for additional information on agency and guard licensing requirements.

GUARD LICENSES

In addition to meeting the minimum required work experience as seen in section 3.06, if a proposed guard has a current license, the contractor must, completion and submission of the Qualification and Training Compliance Form, notify the Alaska State Troopers that the individual is performing as a security guard at ANC.

If the individual does not have a license, he or she must complete a security guard application, on a form provided by the Department of Public Safety (DPS), and provide all of the information required by 13 AAC 60, or its successor. The application form should then be submitted to the Department of Public Safety.

In order to be eligible to receive a license, 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 at the time of application;
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 the date 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.

In addition, each applicant must also furnish the following to the department of public safety:

1. Information certifying the applicant meets the insurance requirements specified in 13AAC 60 or its successor.
2. If requested, provide proof to DPS the applicant has received at least 8 hours of general pre-assignment training relating to the duties and responsibilities as a security guard. This instruction must be complete before the license applicant submits a security guard license application to DPS.

Absent any reason to believe the application may be rejected, a thirty (30) day grace period will be extended to applicants waiting for a new license to be issued by the Department of Public Safety. Proof of application, in the form of a receipt from DPS, will be requested to determine grace period dates.

The contractor must retain employee resumes for submission to the ANC ASM for review upon request. It is the contractor's responsibility to ensure all staff meet or exceed the requirements. The contractor shall not place a person into service as a guard under the contract unless and until that person's qualifications have been verified by the contractor. By completion and submission of the Qualification and Training Compliance Form, the contractor is verifying the individual has met all qualifications and requirements. In order to qualify, applicants for hire must:

1. Undergo and pass a background and fingerprint check by Alaska State Troopers prior to hire.
2. Applicants must have a valid Alaska driver's license (if applicable)
3. Applicants must have earned a high-school diploma or its equivalent.

In addition to the above requirements, guard applicants must also:

1. Present a neat appearance, paying particular attention to personal hygiene, bearing, uniform, and equipment.
2. Be physically able to perform the duties as listed herein.

SEC. 3.19 SECURITY GUARD TRAINING REQUIREMENTS

The contractor shall ensure that all security guards have received the training required under 13 AAC 60, or its successor, to receive and maintain a valid security guard license. The training provided must be delivered by an instructor with at least five years of experience as a security guard agency supervisor or police supervisor. Individuals that are listed as instructors in the proposal must be approved by the DCA in writing prior to delivering the training to employees or prospective employees.

NOTE: As of the date of issuance of this RFP, 13 AAC 60 requires an individual to complete at least 40 hours of classroom training within 180 days from the date of an individual's first day of employment as a security guard. The classroom training must, at a minimum include the following subjects:

- Law of arrest
- Law of search and seizure
- Duties and responsibilities of the employer and client
- Fire prevention
- First aid
- Patrol techniques

It is the obligation and responsibility of the contractor to arrange for, and ensure the required is completed by each security guard. The contractor must submit a certification of completion, for each security guard, to the DCA upon request.

Failure of the contractor to provide the required training or ensure a proposed guard has been properly trained will be grounds for an SDC. Failure of a security guard to attend and pass the required training courses will be grounds for revocation of the security guard's license and will be grounds for the DCA to remove that individual from performing services under the contract.

SEC. 3.20 ANNUAL REFRESHER TRAINING

The contractor shall ensure that:

1. Each security guard completes an annual refresher course of at least 8 hours on the topics set out in 13 AAC 60, or its successor.
2. The security guard refresher training is provided by an instructor with at least five years of experience as a security guard agency supervisor or a police supervisor.
3. The training is provided and that each security guard performing services under the contract completes the required training. The contractor must submit a certification of completion within 10 days of training completion to the DCA, for each security guard authorized to work at the TSAIA.
4. All training must be completed on an annual basis.

Failure of the contractor to provide the required annual refresher training will be grounds for an SDC. Failure of a security guard to attend and pass the annual refresher course will be grounds for the DCA to remove that individual from performing services under the contract. The security guard license renewal applications must include a certificate of completion confirming the training has been successfully completed.

SEC. 3.21 ADDITIONAL TRAINING REQUIRED

Due to the changing requirements at each checkpoint, the state shall develop checkpoint specific training curriculum. Once developed, the DCA will have final approval in regards to the sufficiency of the proposed curriculum. For all contractor staff, regardless of checkpoint assignment location, the contractor shall submit a written training plan for approval by the DCA. The training plan for each checkpoint location will address each of the requirements for access at the specific checkpoint.

For each guard assigned to a manned checkpoint, the contractor must certify in writing that the guard has successfully completed the approved training program for the specific checkpoint and is qualified to work the checkpoint alone. This written certification must be provided to the ASM and the DCA in advance of the guard working alone. The certification must be on file with the DCA before the guard performs services under the contract.

The contractor must develop and implement a process that ensures all staff successfully complete the required training prior to providing services under this contract.

Guards performing services under the contract will be subject to periodic security checks for compliance with the requirements of the contract. The periodic security checks may be written, oral, or covert testing conducted by the ASM, TSA, or ASM designee to ensure sufficient knowledge of the Rules for Admittance.

1. Any testing in this manner will be conducted during duty hours, at no additional cost to the State.
2. If through testing, or, from a performance error, it is determined that a guard on checkpoint duty does not know the Rules for Admittance sufficiently in the opinion of TSA or the DCA to maintain the necessary level of security, the guard will be removed and replaced immediately by a qualified guard, or, if no replacement guard is immediately available, by a ANC Airport Police & Fire Officer.

The DCA will issue an SDC for the removal of a guard under this provision. If an ANC Airport Police & Fire Officer mans the checkpoint, the contractor must provide a replacement guard within one hour.

If a replacement guard does not take over the post within one hour, and for each additional hour until a replacement guard takes the post, the DCA will issue an additional SDC. The state reserves the right to subtract an SDC fee of \$100.00 per hour from the contractor's next invoice for each hour after the first hour in which a replacement guard is not in position to relieve the ANC Airport Police & Fire Officer.

3. Any guard found to be deficient in the knowledge necessary for providing services under this contract must undergo remedial training, and must not resume checkpoint duties until the contractor has submitted to the DCA certification that the guard has successfully completed the remedial training. Remedial training will require re-certification as outlined above.
4. If a checkpoint guard is the subject of two or more SDCs, the guard must be removed permanently from checkpoint duty.

SEC. 3.22 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, through January 31, 2020, with six, one year renewal options to be exercised solely by the state.

Unless otherwise provided in this RFP, 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 30-days before the desired date of cancellation.

SEC. 3.23 CONTRACT TYPE

This solicitation is intended to result in a fixed price contract based on hourly rates.

SEC. 3.24 CONTRACT PRICE ADJUSTMENTS

Contract prices shall remain firm through the end of the first term of the contract.

Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Anchorage Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (January through June and each January through June six month average thereafter). The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

SEC. 3.25 PRICE DECREASES

During the full term of the contract, including all renewals, all price decreases experienced by the contractor must be passed on to the state. The contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

SEC. 3.26 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule based on the hourly rates for services. Each billing must consist of an invoice and labor report. The labor report shall include at a minimum, a listing of each individual that performed services under the contract the previous month, the number of hours worked and their associated hourly rates. The labor report will be used to confirm the charges seen on the invoice submitted for payment. No payment will be made until the progress report and invoice has been approved by the project director.

SEC. 3.27 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.

SEC. 3.28 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation and Public Facilities or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

SEC. 3.29 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is in Anchorage, Alaska.

The state will provide some workspace for the contractor as detailed in other sections within this RFP.

While contractor travel is not anticipated, the state will not pay travel costs of any kind if the contractor chooses to travel for work related to the contract.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

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

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 proposal as non-responsive, or cancel the contract.

SEC. 3.30 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.31 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.32 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 3.33 F.O.B. POINT

While the intended contract is service based, in the event goods are purchased through this contract, shipping terms shall be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

SEC. 3.34 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.35 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.36 LIQUIDATED DAMAGES

Does not apply

SEC. 3.37 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will

provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Transportation and Public Facilities or the Commissioner's designee.

SEC. 3.38 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 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 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.).

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.

SEC. 3.39 INSURANCE REQUIREMENTS

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form **APPENDIX B1**, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in **APPENDIX B1** must be set out in the offeror's proposal.

SEC. 3.40 TERMINATION FOR DEFAULT

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. EXHIBITS**.

SECTION 4 PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

OFFERORS RESPONSE: The state discourages overly lengthy and costly proposals, an offerors proposal **shall not exceed 25 single sided pages**, and must include **individual standalone narrative documents** for sections 4.02, 4.03, 4.04, 4.05, and 4.06 as seen below.

In order for the state to evaluate proposals fairly and completely, **offerors must follow the format set out** in this RFP and provide all information requested.

Offerors should focus on submitting the required information only. The **25 single sided page limit** includes all documents submitted unless otherwise stated within this RFP. It is **critical to understand** that each page of marketing material submitted reduces the number of pages available for the offeror to fully describe their understanding, methodology, management plan, and related experience and qualifications.

Proposals should use Arial Font size 10 and margin spacing of 1 inch for the top and bottom and .5 inches for the left and right margins.

Proposals that exceed the maximum size of 25 single sided pages may be found non responsive and the proposal may be rejected.

SEC. 4.02 INTRODUCTION

OFFERORS RESPONSE: Proposals must include a **standalone introductory narrative statement** that contains:

1. Complete Offerors Name
2. Address of Offeror's Firm
3. Point of Contact
4. Mailing address
5. Telephone number to the Point of Contact
6. Email Address of the Point of Contact

This introductory document must also confirm that the offeror will:

1. Comply with all provisions in this RFP; and, if applicable,
2. Provide notice that the firm qualifies as an Alaskan bidder.

The Introductory narrative statement counts towards the 25 page maximum proposal length.

This statement must be signed by a company officer empowered to bind the company.

An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.03 UNDERSTANDING OF THE PROJECT

OFFERORS RESPONSE: Offerors must provide standalone comprehensive narrative statements that demonstrate their understanding of the requirements and critical nature of the project as detailed in Section Three of this RFP. The narrative should also include the identification of any pertinent issues that may exist and

solutions for those issues. **The Understanding of the Project narrative counts towards the 25 page maximum proposal length.**

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

OFFEROR RESPONSE: Offerors must provide standalone comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet and exceed the state's needs as detailed in Section Three of this RFP. **The Methodology used for the Project narrative counts towards the 25 page maximum proposal length.**

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

OFFERORS RESPONSE: Offerors must provide standalone comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule as detailed in Section Three of this RFP. **The Management Plan for the Project narrative counts towards the 25 page maximum proposal length.**

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

OFFEROR RESPONSE: Offerors must provide standalone comprehensive narrative statements that clearly identify how the Offeror meets the minimum experience and qualification requirements as detailed in Section 1.04. The narrative statements must address the following at a minimum:

- Written narrative statements that fully document and validate the minimum required prior experience as described in section 1.04. **These narratives count against the 25 page limit as seen in section 4.01 of this RFP.**
- At least three, but no more than five written letters of reference from current or past clients that validate the Offerors ability to perform the required services. References **do not count against the 25 page proposal limitation** as defined in section 4.01 of this RFP.
- Organizational chart reflecting the Offerors management staff including lines of authority, escalation paths. The chart must identify who is responsible and accountable for service delivery. The organization chart **does not count against the 25 page proposal limitation** as defined in section 4.01 of this RFP.
- Resumes for the Offerors management staff. Resumes **do not count against the 25 page proposal limitation** as defined in section 4.01 of this RFP.

In order for offers to be considered responsive offerors must provide written evidence with the proposal that will verify the offeror meets the prior experience requirements as defined in section 1.04 of this RFP.

SEC. 4.07 COST PROPOSAL

OFFERORS RESPONSE: Offerors must complete and submit Attachment E, Cost Proposal. Offerors must offer an hourly rate for staff at the following job category (checkpoint locations) as well as an hourly rate for the lead and supervisor. The hourly rates offered must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, overhead, taxes, insurance, profit, licensing, uniforms, and equipment. Under no circumstances shall the state pay additional costs related to the delivery of the required services unless a contract amendment is issued to approve the additional costs.

1. Terminal Curb Check Point
2. Gate N10 Check Point
3. Loading Dock Check Point
4. Sterile Exit Lane Check Point
5. Vendor Inspections
6. Lead
7. Supervisor

The hourly rates offered for each of the above job categories shall be multiplied by the number of annual hours for each respective category to equal the annual cost for each category. The total annual cost for each category shall be multiplied by the total length of the contract (7 years) to equal the total proposed cost for each category. The total proposed cost for each category shall be added together to equal the total proposed cost before the application of applicable preferences. After preferences are applied, the result will be the evaluated cost. **Attachment E does not count against the 25 page proposal limitation** as defined in section 4.01 of this RFP.

SEC. 4.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

SECTION 5 EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

SEC. 5.01 UNDERSTANDING OF THE PROJECT (15% OR 150 POINTS MAXIMUM)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) To what extent has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (10% OR 100 POINTS MAXIMUM)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) How well does the methodology interface with the time schedule in the proposal?

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (10% OR 100 POINTS MAXIMUM)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (15% OR 150 POINTS MAXIMUM)

Proposals will be evaluated against the questions set out below:

1) *Questions regarding the personnel:*

- a) Do the individuals assigned to the management of the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in managing the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

2) *Questions regarding the firm and subcontractor (if used):*

- a) To what degree has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of similar projects?
- c) To what degree do the letters of reference indicate the Offeror has been successful at delivering services of a similar nature?

SEC. 5.05 CONTRACT COST (40% OR 400 POINTS MAXIMUM)

Overall, **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 6.15

SEC. 5.06 ALASKA OFFEROR PREFERENCE (10% OR 100 POINTS MAXIMUM)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION 6 GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable

access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are

commenced, they may be held in the Administrative Services Division conference room on the third floor of the Headquarters Building in Juneau, Alaska.

If the contract negotiations take place in Juneau, Alaska, the offeror will be responsible for their travel and per diem expenses.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

SEC. 6.10 PROTEST

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

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

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

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

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

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

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;

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

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the **Department of Administration, Division of General Service's** web site:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

SEC. 6.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 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 proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror 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 offeror 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.

SEC. 6.13 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Statement

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

SEC. 6.14 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(A) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 40 points.

Offeror #2 receives 37.4 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$$

Offeror #3 receives 33.7 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$$

(B) ALASKA OFFEROR PREFERENCE

STEP 1

Determine the number of points available to qualifying offerors under this preference.

STATE OF ALASKA – REQUEST FOR PROPOSALS
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
SECURITY SERVICES AT THE ANCHORAGE INTERNATIONAL AIRPORT

RFP NUMBER: 2519H025

100 Total Points Available in RFP x 10% Alaska offerors preference = 10 Points for the Preference

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska offerors preference. For the purpose of this example, presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offerors Preference	10 points
Offeror #3	80 points	Alaska Offerors Preference	10 points

STEP 3

Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

STEP 4

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

SECTION 7 GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in **SECTION 8. EXHIBITS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

Part or all of this RFP and the successful proposal may be incorporated into the contract.

SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 7.04 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror 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/j/tip/>

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

SEC. 7.05 RIGHT OF REJECTION

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

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;

- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

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

SEC. 7.08 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

SEC. 7.09 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 7.10 SEVERABILITY

If any provision of the contract or agreement 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.

SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.05 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 7.12 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SEC. 7.13 SOLICITATION ADVERTISING

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

SECTION 8 ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

Attachment A:	Proposal Evaluation Form
Attachment B:	Standard Agreement Form - Appendix A
Attachment C:	Appendix B1
Attachment D:	Notice of Intent to Award
Attachment E:	Cost Proposal
Attachment F:	Proposal Checklist
Attachment G:	Qualification and Training Compliance Form