



STATE OF ALASKA
Department of Administration
Division of **General Services**
550 West 7th Avenue, Suite 1960
Anchorage, Alaska 99501

Request For Proposals

RFP 2015-0222-2748

Date of Issue: **October 1, 2014**

Title and Purpose of RFP: Uniformed Unarmed Security Services

This solicitation is to provide uniformed unarmed security services for multiple state owned facilities located in Juneau, Alaska.

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 Contracting Officer listed in this document to receive subsequent amendments. Failure to contact the Contracting Officer may result in the rejection of your offer.

Matt Moya
Contracting Officer III
Department of Administration, Division of General Services

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit four hard copies of their proposal, in writing, to the Contracting Officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Administration
Division of General Services
Attention: Matt Moya, Contracting Officer
Request for Proposal (RFP) Number: 2015-0222-2748
Project Name: Uniformed Unarmed Security Services
550 West 7th Avenue, Suite 1960 Anchorage, Alaska 99501

If using U.S. mail, please use the address shown above.

If using a delivery service, please use the address shown above.

Proposals must be received no later than 2:00 P.M., Alaska Time (AT) on **October 24, 2014**. Faxed or emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

If submitting a faxed proposal, it is the offeror's responsibility to contact the issuing agency at 907-269-0303 to make arrangements prior to faxing the proposal and to confirm that the proposal has been received.

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to thomas.minelga@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A" is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20 megabytes (MB)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20MB and each email must comply with the requirements described above. It is the offeror's responsibility to contact the issuing agency at **907-269-0303** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, missing attachments or emails identified as undeliverable to the State system or if a vender uses an incorrect email address.

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.

CONTRACTING OFFICER: Matt Moya – PHONE 907-269-0304 - FAX 907-269-0308 - TDD 907-375-7782

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

1.02 Contract Term and Work Schedule

The contract term and work 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 opening date, is delayed, the rest of the schedule will be shifted by the same number of days. The length of the contract will be from April 1, 2015 through March 31, 2017.

The State shall have the sole option to renew this contract for three (3) additional two (2) year periods to be exercised by giving the contractor written notice prior to the expiration of each term.

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.

1.03 Purpose of the RFP

The Department of Administration, Division of General Services, is soliciting proposals for vendors to provide uniformed unarmed Security Officers for multiple state facilities located in Juneau, Alaska.

1.04 Location of Work

The location the work is to be performed, completed and managed is:

Juneau Alaska, 99801

The state will provide a Security Officer desk on the 8th floor for the contractor within the State Office Building.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor 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 Contracting 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 this requirement or to obtain a waiver may cause the state to reject the proposal as non-responsive, or cancel the contract.

1.05 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.

1.06 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 Contracting Officer no later than ten days prior to the deadline for receipt of proposals.

1.07 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 Contracting Officer at least ten days before the proposal opening. This will allow 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 Contracting Officer, in writing, at least ten days before the time set for opening.

1.08 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the Contracting Officer. The interested party must confirm telephone conversations in writing. All questions must be received no later than October 13, 2014 at 2:00 P.M.

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 Contracting Officer will make that decision.

1.09 Amendments

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 Contracting Officer after receiving the RFP from the State of Alaska Online Public Notice web site.

1.10 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.

1.11 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 Contracting 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 Contracting 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 Contracting 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.

1.12 State Not Responsible for Preparation Costs

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

1.13 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 Contracting Officer does so, and if the Contracting Officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.14 Subcontractors

Subcontractors will not be allowed.

1.15 Joint Ventures

Joint ventures will not be allowed.

1.16 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 to 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.

1.17 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 Administration 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.

1.18 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.

1.19 Solicitation Advertising

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

1.20 News Releases

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

1.21 Assignment

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

1.22 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to

obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.23 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.

1.24 Federal Requirements

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

SECTION TWO

STANDARD PROPOSAL INFORMATION

2.01 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 opening date.

2.02 Pre-Proposal Conference

A non-mandatory simultaneous pre-proposal conference will be held at 10:00 AM, Alaska Time, on October 8, 2014 in the Division of General Services Conference Room located on the 19th floor of the Robert B. Atwood Building, 550 W. 7th Ave, Suite 1960 in Anchorage, AK and at 333 Willoughby Avenue in the General Services Conference Room located on the 7th floor of the State Office Building in Juneau, AK.

All interested parties are strongly encouraged to attend in person however teleconference attendance of this meeting will be available by dialing 1-800-315-6338. When prompted enter code 03041#.

The purpose of this 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.

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

2.03 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.

2.04 Supplemental Terms and Conditions

Proposals must comply with Section **1.12 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 diminishes 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:

- a) 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
- b) 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.

2.05 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the Contracting 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 Contracting Officer or the PEC may be adjusted as a result of a clarification under this section.

2.06 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 Contracting Officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the Contracting Officer. Discussions, if held, will be after initial evaluation of proposals by the Contracting Officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Contracting 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 Contracting 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.

2.07 Prior Experience

The following section provides the minimum qualifications for both the Offeror and each Security Officer. An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

Company Qualifications: In order for its proposal to be deemed responsive, the offeror must meet the following criteria:

1. The Offeror must have been in business as a Security Officer firm providing unarmed security services for a minimum of five years.
2. The offeror must possess a current security guard agency certificate of license issued by the Department of Public Safety in accordance with 13 AAC 60 and any other applicable local, state, or federal regulations, ordinances, or laws. A copy of the certificate must be included with the proposal.
3. The Offeror must have a Security Officer Training Plan in place to ensure Security Officers performing under the contract operate in an efficient and effective manner. A copy of the training plan must be included with the proposal.
4. **Company References:** Offerors must provide a single document listing 3 references for which the offeror has performed similar services. The reference must include, the company name, point of contact, and contact information including phone numbers. The Company Reference sheet must not exceed one page.

Offeror Response:

Offerors must provide the following documents demonstrating the Company meets the above minimum requirements:

Offerors must provide a single document demonstrating specifically how the company meets and exceeds the requirements defined above including their current Security Officer agency certificate of license issued by the Department of Public Safety.

Offerors must provide a copy of their company training plan that describes the means, methods, procedures and processes for initial and continual training for both the Project Manager and for all Security Officer Candidates.

An offeror's failure to meet these minimum prior experience requirements for the Company will cause their proposal to be considered non-responsive and their proposal will be rejected.

Company Project Manager Qualifications: In order for its proposal to be deemed responsive, the offeror must meet the following criteria:

1. The Project Manager must have been employed by the offering company for a minimum of three (3) years.
2. The Project Manager must possess a current security guard license issued by the Department of Public Safety in accordance with 13 AAC 60 and any other applicable local, state, or federal regulations, ordinances, or laws. A copy of the certificate must be included with the proposal.
3. The Project Manager must have completed the Security Officer Training Course in place to ensure Security Officers performing under the contract operate in an efficient and effective manner. A copy of the training completion certificate must be included with the proposal.
4. Offerors must provide a resume detailing the experience and qualifications of the Project Manager covering the last ten (10) years of his / her employment history. This resume must show previous managed projects and must include locations, contacts, and describe in detail what type of projects this person has previously been responsible for.

Offeror Response:

Offerors must provide the following documents demonstrating the Company meets the above minimum requirements:

Offerors must provide a single document demonstrating specifically how the Project Manager meets or exceeds the requirements defined above including their current Security Officer license issued by the Department of Public Safety, a certificate showing the completion of the companies training program and a complete resume detailing the last ten (10) years employment history including experience and qualifications.

An offeror's failure to meet these minimum prior experience requirements for the Company will cause their proposal to be considered non-responsive and their proposal will be rejected.

Security Officer Candidates Qualifications: The Offeror Company must provide the following documents at time of submittal.

1. Each Security Officer candidate shall have at a minimum three (3) years prior Security Officer experience with a State, Federal, Municipal, or Private Entity / Company occurring between the years 2005 – 2014. A resume that clearly defines how each candidate meets the requirement of

performing this role must be submitted. Resumes shall be complete to include previous employment start and end dates, specific duties assigned, previous employer contact information, specific training obtained and etc.

2. Each Security Officer candidate must possess a current Security Officer ID. A copy must be submitted with the proposal.
3. Each Security Officer must have completed the Security Officer Training Course in place to ensure Security Officers performing under the contract operate in an efficient and effective manner. A copy of the training completion certificate must be included with the proposal.
4. Each Security Officer must pass a Physical Agility Test (PAT) to ensure that he / she is capable of performing the duties required of this post. The Offeror Company shall implement a PAT with pass / fail results to be submitted along with the Security Officers Resume's, Security Officers License and etc. The Offeror Company shall be required to conduct annual recertification PAT's on each Security Officer assigned to this contract. Should a Security Officer who has previously passed and is already assigned to this contract fail, he / she will be removed from this contract immediately until he / she can recertify with a passing score (See Exhibit F).
5. Each Security Officer assigned to this contract shall be certified in Adult CPR, Child CPR, Infant CPR, Automated External Defibrillator (AED) and Basic First Aid within three (3) months of being assigned to this contract. These certifications must not expire while the Security Officer is assigned to this contract or he / she shall be removed immediately. The Offeror Company shall be responsible for all costs associated with this requirement (initial and maintenance costs) and shall be responsible to ensure all certifications are current. The State of Alaska shall be given copies of these certifications within 24 hours if requested.

Offeror Response:

Offerors must provide the documents listed above demonstrating each Security Officer candidate offered meets the above minimum requirements:

Offerors must provide a single document for each Security Officer Candidate that includes the Security Officer's resume demonstrating specifically how each Security Officer meets or exceeds the requirements defined above, verification of U.S. citizenship or U.S. Resident Alien card, copies of the Security Officers identification card, required background check information, PAT pass / fail evaluation form and a letter of intent stating the Security Officer Candidate will obtain the certifications required in item # 5 above. Each submitted document presented for each officer candidate must not exceed 15 pages.

By signing and submitting a proposal, the offeror certifies that all Security Officers utilized under this contract are licensed in accordance with 13 AAC 60.

2.08 Evaluation of Proposals

The Contracting 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 Five of this RFP.

The evaluation committee shall evaluate the Offerors responses to the Company Qualifications, the Company Project Managers Qualifications and all of the Security Officer Candidates submitted documentation. Once these items are evaluated, a Notice of Intent to Award (NIA) will be presented to the highest scoring Offeror.

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.

2.09 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.

2.10 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, P. O. 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:

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

2.11 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/policy.html>):

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 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.

2.12 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990[25], & 2 AAC 12.260

An Alaska Bidder Preference of five percent will be applied prior to evaluation. 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 Affidavit

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 affidavit 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 affidavit 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.

2.13 5 Percent Alaska Veteran Preference AS 36.30.321(f)

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.990[25] 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 Affidavit

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.

2.14 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260

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 through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See Section Five to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

The RFP allotted 40% (40 points) of the total of 100 points for cost.

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.

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$42,750 & = & 37.4 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

Offeror #3 receives 33.7 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$47,500 & = & 33.7 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

2.15 Alaska Offeror Preference AS 36.30.321 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990[25], are eligible for the preference. Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

EXAMPLE

Alaska Offeror Preference

[STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

Total number of points available - 100 Points

$$\begin{array}{ccccccc} 100 & \times & 10\% & = & 10 \\ \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\ \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\ & & & & \text{Under the Preference} \end{array}$$

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror 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. Their scores at this point are:

Offeror #1 - 89 points
Offeror #2 - 80 points
Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

Offeror #1 - 89 points

Offeror #2 - 90 points

Offeror #3 - 98 points

Offeror #3 is awarded the contract.

2.16 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the Contracting 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 a conference room on the 19th floor of the Robert B. Atwood Building, Suite 1960 in Anchorage, Alaska.

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

2.17 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.

2.18 Notice of Intent to Award (NIA) — 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.

2.19 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 Contracting 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 Contracting 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:

- a. the name, address, and telephone number of the protester;
- b. the signature of the protester or the protester's representative;
- c. identification of the contracting agency and the solicitation or contract at issue;
- d. 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 Contracting Officer will issue a written response to the protest. The response will set out the Contracting 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 Contracting Officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

Fixed Price with Adjustment

The base yearly contract amount shall remain firm through April 1, 2016. The current yearly contract amount may be adjusted annually beginning on May 1, 2016 if requested in writing by the contractor 30 days prior to the effective date of the adjustment. Request may be made annually only. **RETROACTIVE ADJUSTMENTS WILL NOT BE ALLOWED.** The adjustment shall be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index, for All Urban Consumers, All Items, (CPI-U), Anchorage Area semiannual 1st Half index. The purpose of such adjustment is to compensate the contractor for changes in operating costs.

The percentage difference between the CPI-U Anchorage semiannual 2nd Half index for 2014 and the CPI-U Anchorage semiannual 2nd Half index for 2015 will determine the maximum allowable adjustment beginning on May 1, 2016 if requested. Each year thereafter the difference between the CPI-U Anchorage semiannual 2nd Half index for 2014 and the most recent semiannual 2nd Half index issued prior to the contract anniversary date for CPI-U Anchorage thereafter will determine the maximum allowable adjustment.

The formula is expressed as:

$$[(35\% \times \text{Base Yearly Contract Amount}) \times \% \text{ change in CPI}] + \text{the Base Yearly Contract Amount} = \text{the Adjusted Yearly Contract Amount.}$$

Example:

Base yearly contract amount = \$1,000.00

35% of Base yearly contract amount = \$350

Change in CPI index = 3.5%

The adjusted yearly contract amount would be computed as follows:

$$\$350 \times 3.5\% = \$12.25 + \$1,000.00 = \$1,012.25$$

3.02 Contract Approval

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 Administration, 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.

3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). 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.

3.04 Proposal as a Part of the Contract

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

3.05 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.

3.06 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, Labeled Exhibit B (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.

3.07 Fiscal Necessity – Non Appropriation of Funds

Approval or continuation of a contract resulting from this solicitation is contingent upon legislative appropriation.

3.08 Proposed Payment Procedures

The state will pay the contract value in equal monthly installments. Each incremental payment will be made after specific contract items have been completed and approved by the Contracting Officer. The final payment will not be made until the entire contract, including specific contract items, is completed and approved by Contracting Officer.

Payment for contracts under \$500,000.00, for the undisputed purchase of services provided by the Contractor, shall be made within 30 days of the receipt of a proper invoice. A late payment is subject to interest, at a rate equal to the "legal rate of interest" established under AS 45.45.010, on the unpaid balance. Interest will not be paid if there is a dispute or if there is a discrepancy in the invoice. Billings for all services rendered during a given month (or prorated if less than a full month) shall be submitted to the Contracting Officer on the last working day of that month.

Invoices must be submitted to the attention of the Contracting Officer. The Contracting Officer's name and address is identified on the Unarmed Security Services Contract. The agency will make payment only after verifying that the services have been provided in accordance. Modifications to the Contractor's invoice, resulting from defective Work or improper billing procedures, shall only be made following written notice to the Contractor. Questions or disputes concerning the Contractor's payment must be presented in writing to the Contracting Officer. Invoices must be provided in a format acceptable to the agency. The Contracting Officer reserves the right to request back-up documentation in support of invoices in questions. Failure to provide the requested backup may result in partial payment or rejection of the billing. Requested backup may include, but not limited to, employee time sheets and pay records, record of

subcontractor payments, bills of sale for equipment and supplies, and evidence of timely tax or employee compensation payments.

3.09 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Administration 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.

3.10 Contract Personnel Access Procedures

A. Background Check Procedure

1. Each person performing work on site under this contract (including contractors contracting officers and/or job foreman) is required to obtain a background check through the Department of Public Safety Office. The background check information shall be submitted to the contracting officer for approval by the State prior to the commencement of any work at the site.
2. The State reserves the right to deny access based on what is deemed in the best interest of the State. The background checks shall remain confidential in a file located in the facility manager's office.
3. The contracting officer will advise the contractor of acceptance or denial for each individual to work on this project within 72 hours of submittal.
4. Approval or denial of all background checks will be at the sole discretion of the Department of Administration.

B. Building Access Information

1. Once an individual background clearance is approved to work on this project, the contracting officer will make arrangements for key cards / keys to be processed and delivered to The State Office Building, 333 Willoughby Avenue, 8th floor Calhoun Entrance Security Station for distribution. After the contract is awarded, each individual contractor employee will be required to complete a proximity card form to process their key card. The key card / keys will be available for pick up and return each work day at the State Office Building and issued by the prior shift security guard.
2. Each individual is required to pick up their own key card/key and show identification when pickup up and returning the key card/keys at the close of each work shift. Individuals without approved background checks will not be given access.
3. The Juneau State Office Building security station is manned 24/7, 365 days a year. The contact number is 907-465-2100.
4. Any change of the contractors employees named in the proposal must be pre-approved, in advance and in writing, by the contracting officer. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

3.11 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 Contracting Officer. The state may employ all reasonable means to ensure that the work is being performed in compliance with the contract. The Contracting Officer 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.

3.12 Termination for Default

If the Contracting Officer 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.

3.13 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 Contracting Officer 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 Contracting Officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Administration or the Commissioner's designee.

3.14 Contract Invalidation

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

3.15 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 Information and Security Policies 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.

SECTION FOUR SCOPE OF WORK

4.01 Background Information

The quality and experience of the selected company, its Project Manager and its Security Officers will be a critical element of the service provided under this contract. Security Officers must be trained, experienced, and physically and mentally able to react effectively in enforcing order, curbing violence, protecting visitors and employees from bodily injury or harassment, and preventing theft and damage of property. The contractor shall be responsible for ensuring that its employees are capable of moving quickly, if necessary, and able to maintain long periods of staying on their feet for the majority of a shift. It is critical that all contractor employees be physically able to do their assigned work.

Additional Background Information:

The State has an existing armed Security Officer contract for general patrol and to provide assistance to employees and building visitors. It is expected that the contractor agency will work in collaboration with the unarmed security provider to provide the State with dedicated and responsive security staff.

4.02 Contractor Staff

The State shall have the right to review and reject any of the contractor's proposed Security Officers whom the State reasonably identifies as being unacceptable due to an inadequate skill set for the assigned work, poor performance, disrupting state business, or violation of applicable laws or state policies, provided that such rejection does not violate any applicable law or government regulation.

4.03 Management Plan

The Department of Administration, Division of General Services is soliciting proposals to provide uniformed unarmed security services to protect the State, State employees, agency customers, building visitors, State property, equipment and facilities from unauthorized access, loss, theft, personal injury and vandalism.

The Contractor Company shall provide an unarmed Security Officer to be assigned as a Surveillance Officer. This Officer shall be responsible for the surveillance and protection of the State against fire, theft, pilferage, malicious injury and destruction. The Surveillance Officer shall be responsible for alerting and coordinating the response of the Roving Patrol Officer as needed via two way radio or other approved communication device. The Surveillance Officer Position shall be posted within following facility.

Juneau State Office Building
333 Willoughby Avenue

The Contractor Company shall choose one of its Security Officers assigned to this contract to be the site lead. The site lead shall be the onsite immediate contact person for the State of Alaska and the Contracting Company. The site lead shall be posted as the Surveillance Officer for the Monday through Friday 8:00 AM to 4:00 PM shift. The site lead shall be additionally responsible for ensuring everyone assigned to the shift is properly trained and in compliance with the buildings post orders.

The Contractor Company shall provide an unarmed Security Officer assigned as a Roving Patrol Officer. This Officer shall be responsible for patrolling the following facilities as well as responding to all emergency situations that arise:

The Community Building (CB) located at 150 3rd Street, Juneau Alaska 99801
The Court Plaza Building (CPB) located at 240 Main Street, Juneau Alaska, 99801
The Achieves & Records Center (ARC) located at 141 Willoughby Avenue, Juneau Alaska 99801
The Public Safety Building (PSB) located at 450 Whittier Street, Juneau Alaska 99801
The Alaska Office Building (AOB), 350 Main Street, Juneau Alaska 99801
The State Office Building (SOB), 333 Willoughby Avenue, Juneau Alaska 99801
The Dimond Courthouse (DCH), 123 4th Street, Juneau, Alaska 99801

- a. The State of Alaska reserves the right to add or delete buildings to or from this contract as needed. Should a facility be added, the State of Alaska and the Contractor Company shall mutually agree on a rate increase to the contract for that facility if it is determined that the Contractor Company shall incur additional costs related to that facility.

All unarmed Security Officers assigned to this contract shall be dressed in soft uniforms while on duty.

In each location defined above, the contractor shall provide roving and stationary officer services at the main lobby entrance, the exterior of the building, and the adjacent parking structures of each listed location, and other surrounding DGS-managed buildings, as required. As a means of performing the required services, the contractor shall comply with the following items:

1. **Hours of Operation:** Security Officers are required 24 hours a day, 7 days a week, 365 days a year, 366 days on leap years. There shall be three (3) shifts for both the Surveillance and Roving Patrol Positions. Shift Hours are as follows:
 - a. 12:00 am to 8:00 am
 - b. 8:00 am to 4:00 pm (the site lead shall be assigned the Surveillance Position Monday through Friday).
 - c. 4:00 pm to 12:00am

Security Officers are prohibited from performing duties under this contract for more than twelve (12) consecutive hours in a twenty-four (24) hour period without a non-duty break of a minimum of eight (8) hours.

2. **Uniforms:** The contractor shall provide its officers with a Soft Uniform consisting of a dark blazer, button shirt, tie, black footwear and dark trousers. A breast badge must be worn on the lapel pocket at all times while on the property.
3. **Footwear:** The contractor shall supply its officers with sturdy footwear that is professional in appearance and shall be black in color. This footwear must be worn by the Security Officer while he /she is on duty. It will be the contractor's responsibility to replace such footwear as is required. No other footwear i.e. sandals, sport shoes, heels, rubber mud boots etc. shall be allowed.
4. **Equipment:** Items to be provided by contractor at its sole expense include: cell phone, megaphone, traffic vest, security hour logs, flashlight, digital camera, footwear, rain gear, winter gear and any items not listed but essential to the completion of this Contract.

While the contractor is expected to manage the contract, the contractor must also ensure each Security Officer meets the following expectations.

1. Each Security Officer candidate must be thoroughly trained, qualified and experienced, with the

physical and mental capacity to perform the required services and react effectively in enforcing order, curbing violence, protecting visitors and employees from bodily injury or harassment, and preventing theft and damage of property.

2. Each Security Officer candidate must have good verbal communication skills and the ability to read, write, and speak English to conduct prescribed unarmed officer services.
3. Each Security Officer candidate must be able to perform frequent and regular patrol of specific buildings and parking areas.
4. Each Security Officer candidate must be able to handle stressful situations and deal with verbal and physical confrontations.
5. Each Security Officer candidate must practice good hygiene and grooming to enhance their professional appearance at their duty location.

In addition to the above, the contractor and its security officers must also perform the following duties at a minimum.

Contractor Duties: The contractor's duties shall include, but are not limited to the following items.

- a. The contractor agrees that no changes shall be made to any of the terms, conditions, and specifications of this solicitation or the resulting contract unless the contractor receives prior written approval and agreement from the DOA/DGS Point of Contact.
- b. The contractor, or the authorized representative, will be required to meet periodically with the State to discuss the services. Amendments to the contract to document changes in procedures and operations may be issued if needed.
- c. The contractor shall provide all Security Officers and shall assume all risks in performing the work for which it is responsible under this contract.
- d. The contractor shall own, maintain and provide all necessary uniforms, footwear and accessories consistent with duties, to include foul weather (rain & winter) gear for its employees.
- e. The contractor shall render full and complete management services for its personnel while on duty at the facilities. The State will not be responsible for lost, stolen or misplaced property belonging to the contractor or the contractor's employees. The facility will provide limited space for storage of foul weather gear.
- f. The contractor must provide continual security related training (examples: self-defense, Verbal Judo, etc.) beyond the initial qualifications to maintain, upgrade and update the skills of the security officers assigned to this post.
- g. The contractor shall conduct a Physical Agility Test (PAT) with pass / fail results to be submitted along with the security officer's résumé, security officers license, etc. The contractor shall be required to conduct annual recertification PATs on each security officer assigned to this contract. Should a security officer who has previously passed and is already assigned to this contract fail, he / she will be removed from this contract immediately until he / she can recertify with a passing score (See Exhibit G).

- h. The contractor shall ensure each security officer assigned to this contract be certified in Adult CPR, Child CPR, Infant CPR, Automated External Defibrillator (AED) and Basic First Aid within three (3) months of being assigned to this contract. These certifications must not expire while the security officer is assigned to this contract or he / she shall be removed immediately. The contractor shall be responsible for all costs associated with this requirement (initial and maintenance costs) and shall be responsible to ensure all certifications are current. The State of Alaska shall be given copies of these certifications within 24 hours if requested.
- i. The contractor shall prohibit employees from disturbing papers on desks of state employees, opening desk drawers or cabinets, or using telephone or office equipment furnished for state employee or personal use.
- j. The contractor is not permitted to issue news releases or discuss with the media any aspect of the services being provided under this contract without the prior written consent of the DOA/DGS Point of Contact. Any such requests will be referred to the DOA/DGS Point of Contact.
- k. The contractor and the DGS Point of Contact will work together to establish a format for the duty log. The duty logs for each shift shall be hand written and submitted at 8:00 AM the following day to the facility call center operator. The contractor must maintain copies of the duty logs for the term of the contract and any exercised renewal options. Post and patrol duties which include public relations, access control, communications, and shift changes shall be included in the duty log.
- l. The contractor shall be responsible for the implementation of the general post orders which must be approved by the State of Alaska. A copy of the General Post orders must be submitted with the proposal.
- m. Contractor Supervisory Personnel shall make random unannounced inspections. Documentation of a minimum three (3) visits per calendar month must be submitted with the monthly invoices.
- n. The contractor is responsible for ensuring that its assigned security officers carry their State of Alaska Security Officer Photo ID card as issued by the Department of Public Safety at all times while on duty under this contract. A copy of the security officer's photo ID card must be submitted with the security officer's résumé. The assigned security officer shall present their State of Alaska Security Officer Photo ID to the DOA/DGS Point of Contact upon request.
- o. The contractor shall conduct unannounced annual twelve (12) panel urinalysis drug screening conducted by a third party provider of the Security Officers and the Contract Project Managers assigned to these facilities and shall provide proof of passage to the DGS contracting officer. All drug testing shall be at the sole expense of the contracting agency.

The State of Alaska reserves the right to request security officers be drug tested via twelve (12) panel urinalysis by a third party provider at any time during the contract term. Should the State of Alaska request this drug testing, the contractor agency has twenty four (24) hours from the time of the request to have the security officer tested. Test results must be submitted to the contracting officer as soon as they become available. Security Officers are allowed to remain on the contract and work their scheduled posts until the results of the tests are received.

Should a security officer fail the drug testing, him or she shall be immediately removed from the contract and replaced by another pre-approved security officer (see item p.).

The State of Alaska reserves the right to have any security officer removed from the contract without prior notice, should the State deem that the security officer does not represent the interests of the State of Alaska.

- p. If for any reason it becomes necessary for the contractor to substitute a security officer assigned to a post, the contractor must provide a substitute Security Officer with complete qualifications, training and experience and must also obtain the written approval from the DOA/DGS Point of Contact prior to the substitute being assigned to this contract.

Project Manager Duties: The Project Managers duties shall include but are not limited to the following items:

- a. Accomplishes human resource objectives by recruiting, selecting, orienting, training, assigning, scheduling, coaching, counseling, and disciplining employees; communicating job expectations; planning, monitoring, appraising, and reviewing job contributions; planning and reviewing officer schedules and enforcing policies, procedures and initiating corrective actions.
- b. Achieves operational objectives by contributing information and recommendations to strategic plans and reviews; preparing and completing action plans; implementing production, productivity, quality, and customer-service standards; resolving problems; completing audits; identifying trends; determining system improvements; implementing change.
- c. Updates job knowledge by participating in educational opportunities; reading professional publications and maintaining professional networks.
- d. Enhances department and organization reputation by accepting ownership for accomplishing new and different requests; exploring opportunities to add value to job accomplishments.
- e. Coaching, Supervision, Staffing, Project Management, Management Proficiency, Process Improvement, Self-Development, Planning, Performance Management, Inventory Control, Verbal Communication

Security Officer Duties: The Security Officers duties shall include, but are not limited to the following items:

- a. Security Officer Candidates performing under this contract represent the State of Alaska and must conduct themselves in a courteous and professional manner at all times. On duty Security Officers must always maintain a professional presence. The Security Officer's appearance, attitude, courtesy, job knowledge and training are influential in creating a favorable image.
- b. The Security Officers primary duty shall be to observe and report. Should a situation arise, the Security Officer shall then immediately contact local law enforcement and shall utilize industry means and methods to contain the situation i.e., communications, distractions, etc. until local law enforcement arrives. If this situation escalates and the Security Officer is unable to retreat, the Security Officer should then utilize the least amount of force necessary to defend him or she until the previously contacted local law enforcement arrives.
- c. The Security Officer shall have knowledge of any intrusion devices, surveillance cameras, alarms, etc. within the facility. The Security Officer shall have knowledge of the fire alarm

system locations, fire hydrants and fire extinguishers.

- d. The Security Officer shall be responsible for monitoring all pedestrians (employees, visitors, etc.) entering the building to ensure access control and security of the facility.
- e. The Security Officer shall check daily to ensure all building's primary equipment components (i.e. boiler) are accounted for and in proper working order. Security Officers shall establish patrol routes to ensure adequate coverage. Patrols should be varied to avoid creating a pattern, but must include all areas of the building and surrounding area. It is understood that the Security Officer is expected to patrol periodically throughout the shift.
- f. The Security Officer shall be responsible for resolving minor disputes and disturbances, answering questions, assisting members of the public, and stopping improper or inappropriate behavior. The Security Officer must respond reasonably and take needed necessary actions when individuals attempt to gain unauthorized access to restricted areas, State vehicles, or state employee vehicles.
- g. The Security Officer shall investigate any unusual or suspicious activity and respond to telephone calls requesting assistance from any State employee. Security Officers shall report and sound appropriate alarms for any fire or disorder on or adjacent to the facility.
- h. The Security Officer shall be responsible for calling local law enforcement for assistance prior to investigating or intervening in any crime in progress.
- i. The Security Officer shall be responsible for noting any hazardous conditions or physical damage to the building and parking areas in the duty log. Security Officers shall report in writing any such damage to the DOA/DGS Point of Contact. Such conditions include, but are not limited to, non-functioning lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, graffiti, vandalism, etc.
- j. The Security Officer shall cooperate with all military, law enforcement, fire department, State Troopers and other personnel who have proof of identification and validity of purpose.
- k. The Security Officer shall monitor building surveillance cameras routinely for any suspicious activity and, if noted, take appropriate action.
- l. The Security Officer shall be responsible for turning in to lost and found (as determined by the DOA/DGS Point of Contact) all articles discovered by contractor employees in or near the premises.
- m. The Security Officer shall be fully knowledgeable of the Rules and Regulations related to the Building and Grounds of each facility (Posted in Officer Duty Book).
- n. The selected Security Officer shall maintain a hand written duty log for each shift noting all activities that occurred during the shift, when each facility was inspected during the shift, and confirmation that the Security Officer completed the required tasks outlined in the Post Orders and/or as assigned by the DOA/DGS Point of Contact for that shift.
- o. The Security Officer shall follow the specific procedures for responding to emergency situations, bomb threats, discovery of medical related incidents, intervening in minor disturbances, observance of illegal activities, detection of unsecured doors and windows, interaction with vagrants, and other miscellaneous situations all of the above shall be

recorded in the Security Officer's duty log.

p. The Security Officer shall familiarize themselves with the facilities evacuation routes.

q. Additional duties as required.

Offeror Response:

Offerors must provide the following document demonstrating the management plan to be used to provide the required services.

Management Plan: Offerors must provide a single document that is no more than 10 pages long that clearly details the offerors management plan. This narrative plan must describe in detail how the offerors management plan will address the requirements defined in Sections 4.01-4.03 of this RFP amendment.

4.04 WORK RESTRICTIONS

The State recognized holidays are:

- New Year's Day
- Martin Luther King Jr.' Birthday
- President's Day
- Seward's Day
- Memorial Day
- Independence Day
- Labor Day
- Alaska Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Nonsmoking Buildings: Smoking is not permitted within any of the State-Owned Buildings or within 25 feet (8m) of entrances, operable windows, or outdoor air intakes. Smoking shall be permitted in designated areas only. Security Officers are not permitted to smoke while on duty.

SECTION FIVE PROPOSAL FORMAT AND CONTENT

5.01 Proposal Format and Content

The state discourages overly lengthy and costly proposals; however, 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. Failure to provide all the information requested shall cause the proposal to be found non-responsive.

The total number of possible points used to score this RFP is 100.

5.02 Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals 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.

Offeror Response:

For Section 5.02, the offeror must provide a one page document that provides the information requested in this section.

5.03 Management Plan for the Project (10 Points Maximum)

Offerors must provide a comprehensive narrative plan that sets out the management structure, style and method of operation they intend to follow and illustrates how their plan will serve to accomplish the State's requirements for this RFP.

Offeror Response:

For Section 5.03, offerors must provide the following documents:

Management Plan: Offerors must provide a single document that details the offerors management plan. Including, but not limited to, this document must contain information regarding the requirements defined in Section 4.01-4.03 of this RFP amendment. The management plan must not exceed 10 pages.

5.04 Experience, Training and Qualifications (35 Points Maximum)

Offerors Response:

For Section 5.04, offerors must provide the following documents:

Organizational Chart (5 Points Maximum): Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; the chart include job titles and must illustrate the lines of authority, and designate the individual responsible and accountable for the managing and performing the tasks required. The Organizational Chart must not exceed three pages.

Company Qualifications (5 Points Maximum): Offerors must provide a single document demonstrating specifically how the company meets and exceeds the requirements defined in sections 2.07 and 4.01 through 4.03 including a copy of the offeror's training plan for Security Officers candidates. The Company Qualifications document must not exceed five pages not including the training plan.

Project Manager Qualifications (5 Points Maximum): Offerors must provide a single document demonstrating specifically how the Project Manager meets and exceeds the requirements defined in Sections 2.07 and 4.01 through 4.03 including the Project Managers Resume and proof of completed training. The Project Manager Qualifications document must not exceed eight pages.

Staff Qualifications (20 Points Maximum): Offerors must provide a single document for each Security Officer candidate demonstrating specifically how each officer candidate meets or exceeds the requirements defined in the **Staff Qualifications Sections 2.07 and 4.01 through 4.03**. Each three page document must include the officer candidates resume, a narrative of how each officer candidate meets the minimum qualifications detailed in 2.07, the location(s) the officer will be assigned, The Staff Qualifications document for each officer candidate must not exceed five pages.

Company References: Offerors must provide a single document listing at three references in which the offeror has performed similar services. The reference must include, the company name, point of contact, and contact information including phone numbers. The Company Reference sheet must not exceed one page.

The above items will be evaluated against the requirements of 2.08. An offeror's failure to include the items required in section 5.04 will cause the proposal to be determined to be non-responsive and the proposal will be rejected.

5.05 Post Orders, Procedures and Reporting (5 Points Maximum)

Offeror Response

For Section 5.05, offerors must provide the following documents and detail how they will perform the services required in Section 4.01-4.03.

Post Orders and Reporting Procedures: Offerors must provide a sample copy of their company's post orders and reporting procedures. There is no page limit for this item.

Emergency Incidents: Offerors must provide a narrative description of the offeror's methods for handling bomb threats, discovery of medical related incidents, intervening in minor disturbances, and reporting the observance of illegal activities, detection of unsecured doors and windows, and interaction with vagrants and natural disasters. The Emergency Incident procedure document must not exceed two pages.

General Patrol Procedures: Offerors must provide a narrative description of the offeror's general patrol procedures. The General Patrol procedure document must not exceed two pages.

Use of Force: Offerors must provide a narrative description of the offeror's procedures for the recognition and use of "the force necessary in relation to the crime." The Use of Force procedure document must not exceed two pages

Duty Logs: Offerors must provide a hard copy of a sample daily duty log. See Section K on page 28 for details. The Duty Log procedure document must not exceed two pages including the same daily duty log.

5.06 Cost Schedule (40 Points Maximum)

Offerors must complete and return "Exhibit "C", Cost Schedule". Only one (1) copy of the cost schedule is required. The cost schedule must be submitted in a separate sealed envelope. The envelope should indicate the offeror's name, RFP number, and the word "Cost Schedule". The sealed envelope containing the cost schedule can be included in the same mailing envelope with the four (4) copies of the proposal, but should not be attached to each proposal.

Offeror Response: For Section 5.06 Cost Schedule, above, the offeror must fill out and return the attached Cost Schedule labeled Exhibit "C". This cost schedule must be submitted in a separate sealed envelope labeled with the offerors name, RFP Number and the word "Cost Schedule". This cost schedule will be evaluated against the requirements of Section 5.06.

5.07 Alaska Offeror Preference (10 Points Maximum)

Qualification as an Alaska Bidder: If the Offeror qualifies as an Alaska Bidder, the offer will be granted 10 points. If the Offeror is not qualified as an Alaska Bidder, the offer shall receive no points for this evaluation factor 2 AAC 12.260(e). **10 points or 0 points**

Offeror Response: For Section 5.07 Alaska Offeror Preference above, the offeror must provide a single document that is no more than one page long. This one page document will be evaluated against the requirements of Section 5.07.

5.08 Evaluation Criteria

The process of evaluation is based on factors defined in this Request for Proposal. The Contracting Officer will chair the Evaluation Committee and will appoint additional members.

Evaluation Committee members may or may not have specialized knowledge or technical expertise regarding all of the information submitted for evaluation. It is the Offeror's responsibility to fully explain in layman's terms the advantages, attributes, benefits, and technical aspects of all information they feel is pertinent to the State's decision making process in awarding points. Proposals that merely propose to meet or exceed the requirements with no further explanation will not garner additional evaluation points.

Evaluation Committee members will exercise independent judgment and base their evaluation on the evaluation criteria set out in this RFP. In exercising independent judgment, Evaluation Committee members may take into consideration their personal knowledge and experiences.

Offerors shall not contact any member of the Evaluation Committee other than the Contracting Officer.

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section Five.

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.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent

discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

SECTION SIX ATTACHMENTS

6.01 Attachments

Attachments

1. Standard Contract Form / Appendix A
2. Notice of Intent to Award
3. Exhibit A Security Clearance Waiver and Authorized Release Form
4. Exhibit B Insurance
5. Exhibit C Cost Schedule
6. Exhibit D Copy of Evaluation Form
7. Exhibit E PTA Requirements

STANDARD CONTRACT FORM

Goods and Non-Professional Services

1. Agency Contract Number 2015-0222-2748	2. Contract Title Uniformed Unarmed Security Services	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of Administration	Division General Services	hereafter the State, and	
9. Contractor hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4

10.	
<p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Contract:</p> <p>2.1 Appendix A¹ (General Conditions), Items 1 through 17, govern contract performance.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 RFP 2015-0222-2748 and all exhibits set forth the scope of work/services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>April 1, 2015</u>, and ends <u>March 31, 2017</u>.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:</p>	
11. Department of Administration	Attention: Division of General Services
Mailing Address 550 West 7 th Avenue, Suite 1960	Attention: Matt Moya

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm	Department/Division Administration/General Services
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer Matt Moya
Date	Date

APPENDIX A¹

GENERAL CONDITIONS

1. Inspections and Reports:

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

2. Suitable Materials, Etc.:

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

3. Disputes:

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

4. Default:

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

5. No Assignment or Delegation:

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

6. No Additional Work or Material:

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

7. Independent Contractor:

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

8. Payment of Taxes:

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

9. Compliance:

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

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law the General Conditions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

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

12. Contract Prices:

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

13. Contract Funding:

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

14. Force Majeure:

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

15. Contract Extension:

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

16. Severability:

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

17. Continuing Obligation of Contractor:

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

EXHIBIT A
SECURITY CLEARANCE
WAIVER AND AUTHORIZATION TO RELEASE INFORMATION

I authorize the release of all information pertaining to me from the records of educational institutions, military services, law enforcement agencies, and/or present and past employers to the Office of the Governor. Information of a confidential or privileged nature may be included. For the purpose of conducting a thorough background check, I understand that my fingerprints may be required.

PRIVACY ACT NOTICE: (a) Purposes and uses: Copies of this completed form will be furnished to individuals in order to obtain information regarding your background to determine your suitability to work or volunteer in the Office of the Governor or Lieutenant Governor, at the Governor's House, or with the Governor's family. (b) Effects of Nondisclosure: Furnishing the requested information, thereby authorizing collection of background information is voluntary, but failure to provide all or part of the information will result in a lack of consideration for such employment.

I understand my rights under Title 5, United States Code, Section 552A, the Privacy Act of 1974, and waive those rights with the understanding that information furnished will be used by the Office of the Governor and retained by them in confidence.

I hereby authorize and direct you to release such information. I hereby release the Office of the Governor, the State of Alaska, and any individual, including record custodians, from any and all liability or damage of any nature which may be a result of compliance, or any attempt to comply with this authorization.

Print Full Name (include middle name or initial) _____

AK DL # _____ SSN# _____

City and State of Birth _____ Date of Birth _____

Have you ever been arrested? _____

If yes, when? _____ where? _____

Signature _____ Date _____

SUBSCRIBED before me this _____ day of _____, 20____.

Notary Public in and for Alaska
My Commission expires _____

NOTE: A photocopy reproduction of this request shall be for all intents and purposes as valid as the original.
You may retain this form in your files.

Position
applied for: _____

Background check
authorized by: _____

Administrative Director

Official use only below this line

=====

DATE _____ RCI/S _____ RCO/S _____ FPC _____ SEC.INTL _____

EXHIBIT B
APPENDIX B¹
INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

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

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

EXHIBIT C

Cost Schedule

A. Surveillance Officers x 3

Shift 0800-1600 (site lead)

Shift 1600-2400

Shift 2400-0800

Total 24 hours per day x 365 days per year=

8,760 hours x \$ _____ per hour=\$ _____ per year

B. Roving Officers x 3

Shift 0800-1600

Shift 1600-2400

Shift 2400-0800

Total 24 hours per day x 365 days per year=

8,760 hours x \$ _____ per hour=\$ _____ per year

TOTAL ANNUAL COST (A+B) = \$ _____ per year*

All Additional Hours MUST be pre-approved by the State of Alaska and shall be paid at the same rates indicated above. If overtime applies to the Additional Hours, the rate shall not exceed 1.5 times the rates indicated above (see Section 4.03 Management Plan Item No 1.).

* This is the amount to be used for evaluation purposes per Section 5.06.

If the firm qualifies for any of the following preferences, check the appropriate box(es) and provide the proof necessary per each citing:

- ☐ 5% Alaskan Bidder Preference (See Section 2.13)
- ☐ 15% Employment Program Preference (See Section 2.12)
- ☐ 10% Alaskans with Disabilities Preference (See Section 2.12)
- ☐ 5% Alaskan Veteran Preference (See Section 2.14)

Offeror Signature: _____

Offeror Printed Name: _____

Offeror Company Name: _____

Date: _____

Exhibit D
EVALUATION COMMITTEE SCORING FORM
Uniformed Unarmed Security Services Contract
RFP 2015-0222-2748

1st Pass Score

Date: _____
Offeror Name: _____
Evaluation Committee Member Signature: _____

Evaluation Category	Category Description	Maximum Points Possible	Points Awarded	Notes and Comments
Cost Schedule	Calculated by Contracting Officer	40		
Management Plan for the Project	[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP Section 4.04?	10		
See Section Four, 4.01-4.03 Scope of Work	[b] How well is accountability completely and clearly defined?			
	[c] Is the organization chart provided of the project team clear?			
	[d] How well does the management plan illustrate the lines of authority and communication?			
	[e] Does it appear that offeror can meet the schedule and equipment requirements set out in the RFP?			
	[f] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP Section 4?			
	[g] To what degree is the proposal practical and feasible?			
	[h] To what extent has the offeror identified potential problems?			

<p>Experience, Training and Qualifications</p> <p>See Sections 2.07 and Section Four Scope of Work</p> <p>Project Manager Pages 12 & 28-29</p> <p>Offeror Company Pages 12 & 27-28</p>	<p>Questions regarding the Project Manager.</p> <p>[a] Do the Project Manager Candidates have experience with similar projects?</p> <p>[b] Are the Project Manager's resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?</p> <p>[c] How extensive is the applicable training, education and experience of the personnel designated to work on the project?</p> <p>[d] Does the narrative provided clearly demonstrate how the project manager candidate meets or exceeds the requirements defined in section 2.08?</p> <p>Questions regarding the Offeror Company.</p> <p>[a] Has the firm demonstrated five (5) years business experience? Is there a copy of their current security guard license in the proposal? Have they demonstrated that they have completed similar projects?</p> <p>[b] How successful is the general history of the firm regarding timely and successful completion of projects?</p> <p>[c] Does the firm have a comprehensive ongoing training program?</p> <p>[d] Has the firm provided letters of reference from previous clients showing previous experience with similar projects?</p> <p>Questions regarding the Security Officers</p> <p>[a] Do the Security Officer Candidates assigned to the project have experience on similar projects?</p> <p>[b] Are the Security Officer Candidate's resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?</p>	<p>35</p>	
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<p>See Sections 2.07 and Section Four, Scope of Work</p>	<p>[c] How extensive is the applicable training, education and experience of the personnel designated to work on the project?</p> <p>[d] Does the narrative provided clearly demonstrate how the Security Officer Candidate meets or exceeds the requirements defined in section 2.08?</p> <p>[e] Has the firm demonstrated that the Security Officer Candidates have a minimum of three (3) years prior experience?</p> <p>[f] Security officer candidates have experience on similar projects?</p> <p>Post Orders, Procedures and Reporting</p> <p>[a] Does the narrative clearly identify the procedures for handling bomb threats, discovery of medical related incidents, intervening in minor disturbances and reporting the observance of illegal activities, detection of unsecured door and windows and interaction with vagrants and emergency procedures?</p> <p>[b] Does the narrative clearly identify the procedures for handling bomb threats, discovery of medical related incidents, intervening in minor disturbances and reporting the observance of illegal activities, detection of unsecured door and windows and interaction with vagrants and emergency procedures?</p> <p>[c] Does the proposal clearly describe the companies general patrol procedures?</p> <p>[d] Does the proposal clearly state the procedures for the recognition and use of "the force necessary in retaliation to the crime"?</p> <p>[e] Is there a sample of a daily duty log?</p> <p>[f] Is there a sample of the companies post orders and if so, are they thorough?</p>	<p>5</p>		
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Qualified As An Alaska Offeror?	If yes, add 10. If no, add 0. Calculated by Contracting Officer	10 or 0				
TOTALS	Sum of All Points	100				

EXHIBIT E

Physical Agility Testing (PAT)

Requirements

The State of Alaska requires the contractor company to implement a Physical Agility Test (PAT) to ensure security officers assigned to this contract can perform the duties of this post. The duties of Security Officers are at times carried out under dangerous conditions and officers must be able to defend themselves or others and must be able to perform at a consistently high level for extensive periods of time including patrolling long durations. The State of Alaska does require that all tests are completed in one calendar day.

The Contractor Company is responsible for the design of the course, the order of testing and is responsible for ensuring that testing is conducted safely.

The PAT shall consist of the following four tests:

Push Ups: As many as possible in proper form in three minutes, min 15 to pass

Sit Ups: As many as possible in three minutes, min 15 to pass

300 Meter Run: Must complete in less than 4 minutes to pass

5 minute cardiovascular step test, offeror must utilize a 16" high step and must complete the full 5 minutes to pass

The State of Alaska is requiring that when the contracting company submits the security officer's background check it must also submit their PAT scores and whether or not the security officer has passed or failed. Any officer who fails the PAT shall be removed from the contract until that officer can successfully pass the PAT.

Offeror Signature: _____

Offeror Printed Name: _____

Offeror Company Name: _____

Date: _____

NOTICE OF INTENT TO AWARD A CONTRACT



Department of Administration
Division of General Services
Robert B. Atwood Building
550 W. 7th Ave. Suite 1960
Anchorage, Alaska 99501

THIS IS NOT AN ORDER

DATE ISSUED:

November 14, 2014

RFP NO.: 2015-0222-2748

RFP DEADLINE:

October 24, 2014

RFP SUBJECT: Uniformed Unarmed Security Contract

CONTRACTING OFFICER: Matt Moya

SIGNATURE: _____

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is indicated. An offeror who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer.** A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Offerors	Responsive	Total Score	Most Advantageous

LEGEND: @ -- MOST ADVANTAGEOUS
Y -- RESPONSIVE PROPOSAL
N -- NON-RESPONSIVE PROPOSAL

SUMMARY

_____ has been found to be responsive and responsible.