

INVITATION TO BID (ITB) NUMBER

2017-0222-3638

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Administration
Division of General Services
Facilities Section
P.O. Box 110210
Juneau, Alaska ZIP 99811

DATE ITB ISSUED:

February 21, 2017

ITB TITLE: Uniformed Unarmed Security Services

PREBID CONFERENCE ON (INSERT DATE), SEE PAGE # 3 FOR INSTRUCTIONS.

SEALED BIDS MUST BE SUBMITTED TO THE DIVISION OF ADMINISTRATION AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 2:00 PM ON MARCH 20, 2017, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

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

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

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

If a bidder fails to comply with (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default. Bids must be also submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

KAMI BARTNESS CONTRACTING OFFICER	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER PREFERENCE? [] YES [] NO
	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
TELEPHONE NUMBER	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
	_____ DATE	_____ E-MAIL ADDRESS
ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ TELEPHONE NUMBER

STATE OF ALASKA ITB # 2017-0222-3638
Uniformed Unarmed Security Services

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

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>

Phone: (907) 465-2550

Email: license@alaska.gov

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

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

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

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

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

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

- (1) holds a current Alaska business license at the time designated for bid opening;

STATE OF ALASKA ITB # 2017-0222-3638
Uniformed Unarmed Security Services

- (2) submits a proposal for goods or services under the name appearing on the bidder's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

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

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

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

BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Division of General Services at one of the following numbers no later than **February 27, 2017** to make any necessary arrangements.

Telephone: 907-465-2250
Fax: 907-465-2189
TDD: 907-465-2205

COMPLIANCE WITH ADA: By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35

STATE OF ALASKA ITB # 2017-0222-3638
Uniformed Unarmed Security Services

Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

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

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

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

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

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

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>

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

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the purchase of Uniformed Unarmed Security Services for state owned facilities in Juneau, Alaska, for the Department of Administration.

PREBID CONFERENCE: There will be a prebid conference on **Wednesday, March 1, 2017 beginning at 2:00 PM** in the Conference Room located at 333 Willoughby Avenue, Juneau, Alaska, 99801. Parking spaces marked for visitor parking are available P1 underground level. The conference may take several hours depending on the length of discussion of individual provisions. Participants should read the ITB and come to the meeting prepared to discuss any concerns. This will be a teleconference and potential bidders are invited to attend in person, or dial into the conference by calling GCI Conference Center at 1-800-315-6338. Users will be prompted to enter an access code followed by the # sign, please use "09744" and then #.

STATE OF ALASKA ITB # 2017-0222-3638
Uniformed Unarmed Security Services

BIDS DUE: Bids must be submitted to the Division of Administration by **2:00 PM, March 20, 2017.**

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

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

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

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of Kami Bartness, Facilities Contracting Officer, Department of Administration.

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

INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services

STATE OF ALASKA ITB # 2017-0222-3638
Uniformed Unarmed Security Services

under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

PROOF OF INSURANCE IS REQUIRED FOR THE FOLLOWING: Workers'

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

Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence. The State of Alaska shall be named as additional insured.

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. The State of Alaska shall be named as additional insured.

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

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

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

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To

STATE OF ALASKA ITB # 2017-0222-3638
Uniformed Unarmed Security Services

be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the

ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

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

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

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

- Video Footage
- State Controls and Door Codes

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.

STATE OF ALASKA ITB # 2017-0222-3638
Uniformed Unarmed Security Services

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

CONTRACT PERIOD: The length of the contract will be from **May 1, 2017 through April 30, 2019**, with the option to renew for three additional two year terms at the same price, and under the same terms and conditions, as the original contract. Renewals are to be exercised solely by the state.

BACKGROUND CHECK REQUIREMENTS AND PROCEDURE:

Each person performing work on site under this contract (including Contractors project managers and/or job foreman) are required to obtain a background check through the Department of Public Safety by the Contractor requesting for Criminal Justice Information from the record subject name check (presently the fee for processing is \$20 for a single copy). Each person performing work on site under this contract will also be required to fill out a Waiver and Authorization to Release Information for Governor's Office clearance (See Exhibit A).

The Contractor shall pay all associated processing fees which may be in the form of a personal check, cashiers' check or money order made payable to the Department of Public Safety.

The Contractor shall tender to the Contracting Officer/Project Manager listed on the solicitation document a copy of the Background Check reports for each individual for acceptance or denial at the sole discretion of the Division of General Services Facility Manager prior to commencement of any work at the site. The background checks shall remain confidential in a file located in the Facility Manager's office.

The Contractor may request the background checks in person on the Ground floor of the Dimond Courthouse Building located at 123 4th Street. For more information contact the Department of Public Safety: 907-465-4343.

The Contracting Officer will advise the Contractor of acceptance or denial for each individual to work on this project within 48 hours of submittal.

Background checks are good for a period of one year from the date of acceptance. The Contractor is responsible for obtaining replacement background checks for each person performing work on site under this contract annually at the Contractor's expense.

STATE OF ALASKA ITB # 2017-0222-3638
Uniformed Unarmed Security Services

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 bid to be considered non-responsive and their bid will be rejected.

COMPANY QUALIFICATIONS: In order for its bid to be deemed responsive, the offeror must meet the following criteria:

The Offeror must have been in business as a Security Officer firm providing unarmed security services for a minimum of five years.

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 bid.

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 bid.

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.

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 bid to be considered non-responsive and their bid will be rejected

COMPANY PROJECT MANAGER QUALIFICATIONS: In order for its bid to be deemed responsive, the offeror must meet the following criteria: The Project Manager must have been employed by the offering company for a minimum of one (1) year.

The Project Manager must possess a current security guard license issued by the Department of

STATE OF ALASKA ITB # 2017-0222-3638
Uniformed Unarmed Security Services

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 bid.

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 bid.

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.

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 bid to be considered non-responsive and their bid will be rejected.

SECURITY OFFICER CANDIDATES QUALIFICATIONS: The Offeror Company must provide the following documents at time of submittal.

-Each Security Officer candidate shall have at a minimum one (1) year prior Security Officer experience with a State, Federal, Municipal, or Private Entity / Company occurring between the years 2008 – 2017.

-In lieu of security officer experience, the State will accept guards who have eighteen (18) months of military work history and shall include members of the Alaska National Guard or other military reserve components and veterans. The military occupation specialties must include but not limited to: Infantry, combat arms, quartermaster, and military intelligence. Military applicants must provide long unedited copy of DD-214, Certificate of Release or Discharge from active duty. 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, etc.

-Each Security Officer candidate must possess a current Security Officer ID. A copy must be submitted with the bid.

STATE OF ALASKA ITB # 2017-0222-3638
Uniformed Unarmed Security Services

-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 bid.

-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 B).

-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.

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. 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.

MANAGEMENT PLAN: The Department of Administration, Division of General Services is soliciting for bids 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

STATE OF ALASKA ITB # 2017-0222-3638
Uniformed Unarmed Security Services

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 Facilities 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

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:

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).

STATE OF ALASKA ITB # 2017-0222-3638
Uniformed Unarmed Security Services

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.

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.

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.

EQUIPMENT: Items to be provided by contractor at its sole expense include: two cell phones, 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.
6. There are two lockers available for security guard use in close proximity to the guard desk. No personal items, music, videos or food items are allowed at the guards desk.

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

STATE OF ALASKA ITB # 2017-0222-3638
Uniformed Unarmed Security Services

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

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.

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.

The contractor shall provide all Security Officers and shall assume all risks in performing the work for which it is responsible under this contract.

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.

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.

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.

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).

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.

~~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.~~

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

STATE OF ALASKA ITB # 2017-0222-3638
Uniformed Unarmed Security Services

Point of Contact. Any such requests will be referred to the DOA/DGS Point of Contact.

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.

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.

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.

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.

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.

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.

SECURITY OFFICER DUTIES: The Security Officers duties shall include, but are not

STATE OF ALASKA ITB # 2017-0222-3638
Uniformed Unarmed Security Services

limited to the following items:

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.

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.

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.

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.

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.

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.

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.

The Security Officer shall be responsible for calling local law enforcement for assistance prior to investigating or intervening in any crime in progress.

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

STATE OF ALASKA ITB # 2017-0222-3638
Uniformed Unarmed Security Services

surfaces, graffiti, vandalism, etc.

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.

The Security Officer shall monitor building surveillance cameras routinely for any suspicious activity and, if noted, take appropriate action.

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.

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).

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.

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.

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

Additional duties as required.

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.

WORK RESTRICTIONS:

The State recognized holidays are:

- New Year's Day
- Martin Luther King Jr.' Birthday
- President's Day
- Seward's Day

STATE OF ALASKA ITB # 2017-0222-3638
Uniformed Unarmed Security Services

- 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.

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

SITE INSPECTION: Bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. The site may be inspected by contacting; Kami Bartness at telephone number (907) 465-8414. The contact person is only empowered to allow bidders to view the work site. Any questions the bidders have must be directed to the contracting officer named on the front page of this ITB. The contact person cannot and will not answer bidder questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB.

INVOICES: The contractor(s) must submit monthly itemized invoices directly to each state agency that uses the contract(s). Payment will only be made by the client state agencies directly to the contractors.

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

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

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

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

STATE OF ALASKA ITB # 2017-0222-3638
Uniformed Unarmed Security Services

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

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

CONTRACTOR SELECTION PROCESS: Once the contracts are established this selection process will be used. When an agency needs security services the lowest contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the needed service, the state will contact the next lowest contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For instance, if there was a need to transport a person from Anchorage to Fairbanks and then guard the person for two days in Fairbanks, the agency would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

STATE OF ALASKA ITB # 2017-0222-3638
Uniformed Unarmed Security Services

BID SCHEDULE

Example

ITEM NO.	MONTHLY PRICE			BID PRICE
1.	\$ <u>1,000.00</u>	X 24 MONTHS	=	\$ <u>24,000.00</u>

ITEM NO.	MONTHLY PRICE			BID PRICE
1.	\$ _____	X 24 MONTHS	=	\$ _____

Company
Address

Company
Contact

Phone Number

Email

STATE OF ALASKA ITB # 2017-0222-3638
Uniformed Unarmed Security Services

Attachments:

Exhibit A: Security clearance – waiver and authorization to release information

Exhibit B: Physical Agility Testing (PAT) Requirements

Exhibit C: Standard Contract Form – Goods and Non-Professional Services

STANDARD TERMS AND CONDITIONS

INSTRUCTIONS TO BIDDERS:

1. INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

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

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

Bidder's Return Address

Department of Administration
Division of General Services
P.O. Box 110210
Juneau, AK 99811-0210

ITB No.: **2017-0222-3638**

Opening Date: **March 20, 2017 - 2:00 P.M.**

ELECTRONIC BID SUBMISSION: Bids may be emailed to kami.bartness@alaska.gov, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907) 465-8414 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

FAX BID SUBMISSION: Bids may be faxed to (907) 465-2189, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids. It is the bidder's responsibility to contact the issuing office at (907) 465-8414 to make arrangements prior to faxing the bid and to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

4. PRICES: The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

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

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

6. FILING A PROTEST: A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

CONDITIONS:

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

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

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

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

STANDARD TERMS AND CONDITIONS

- 5. FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
- 6. EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.
- 7. BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.
- 8. CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS", "FILING A PROTEST" above.
- 9. CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 10. CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- 11. ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- 12. SUBCONTRACTOR(S):** Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.
- 13. FORCE MAJEURE (Impossibility to perform):** The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 14. LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
- 15. CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- 16. DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 17. DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.
- 18. CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
- 19. SEVERABILITY:** If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 20. GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SPECIAL CONDITIONS:

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

2. BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

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

PREFERENCES:

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

8. PREFERENCE QUALIFICATION LETTER: Regarding preferences 6 and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 6 or 7 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened, and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the State to disallow the preference.

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

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: _____

EXHIBIT C

STANDARD CONTRACT FORM Goods and Non-Professional Services

1. Agency Contract Number	2. Contract Title	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.

ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Contract:

2.1 Appendix A¹ (General Conditions), Items 1 through 17, govern contract performance.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 ITB _____ and all exhibits set forth the scope of work/services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ _____ in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm	Department/Division
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer
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.