Attachment H-Part One-Current Contract Information

STANDARD AGREEMENT FORM FOR SERVICES

| 2513H023 | 2. Solicitation Number RFP 2513H023 | 3. Financi | al Coding | 4. Agency Assigned Encumbrance Numbe | |
|--|--|---|---|---|--|
| 5. Vendor Number N/A | 6. Project/Case Number N/A | | 7. Alaska Business 404857 | ess Licenze Number | |
| This contract is between the State of Ale | ieka, | the second states | 104037 | *** | |
| 8. Department of | Division | | | T | |
| Transportation & Public Fa | cilities Anchora | ge Interna | ge International Airport hereafter the State. | | |
| 9. Contractor | | | | | |
| NANA Management Service | s. LLC | | | hereafter the Contract | |
| Street or P.O. Box City | State | Zip | Phone | nerearter the Contract | |
| | | 15451 | | _ | |
| 5600 B Street Anchorag | ge AK | 99518 | 907-273-241 | 6 | |
| | es referred to in this contract | and attached to | il are considered nort o | af it | |
| ARTICLE 2. Performance of Servi | | | | | |
| 2,1 Appendix A (General P | rovisiona) Articles 1 through | 7 gouarne lho | porformance of equipe | | |
| | he liability and insurance prov he services to be performed b | SIGNE OF This PO | nizact | s under this contract. | |
| | e: The period of performance | | | ends February 28, 2014 | |
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| | | | | he contractor a sum not to exceed | |
| 4.2 When billing the State, | the contractor shall refer to th | e Authority Num | ber or the Agency Cont | ract Number and send the billing to: | |
| 11. Department of | | ····· | | | |
| | | Attention: Division of | | | |
| Transportation & Public Faciliti | es | Airport Police and Fire | | | |
| | | | | | |
| Mailing Address | | Attention: | | | |
| P.O. Box 196960, Anchorage, A | K 99519-6960 | | chulling, Deputy C | hief | |
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NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

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 provisions of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions 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 the 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.

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.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

Security Services for Ted Stevens International Airport

Contract No. 2513H023

APPENDIX C SCOPE OF WORK

The State of Alaska Department of Transportation and Public Facilities (DOT&PF), Anchorage Airport Police and Fire Department contracts with NANA Management Services, L.L.C. (NMS) to provide security services for the Ted Stevens Anchorage International Airport.

The State's Request for Proposal #2513H023 issued on November 13, 2012 including amendments and the Contractor's Proposal, dated December 13, 2012, are incorporated into this contract by reference.

Should there be a conflict among documents; the following order of precedence shall govern resolution of conflicts:

- First: This contract document,
- Second: The RFP #2513H023 and amendments referenced above, and
- Third: The NMS proposal referenced above.

1.01 Introduction

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

Frequently used abbreviations:

| TSAIA | Ted Stevens Anchorage International Airport |
|-------|--|
| AOA | Air Operations Area (the area within the access restriction fence surrounding the main TSAIA |
| | commercial jet runways, taxi ways and ramp area) |
| TSR | Transportation Security Regulations |
| DCA | Department Contract Administrator |
| PO | Procurement Officer |

- PO Procurement Officer
- SDC Service Deficiency Claim

The Contractor, will maintain one unarmed guard at each of four (4) checkpoints to provide continuous surveillance twenty-four (24) hour per day, seven days per week (including weekends and holidays). Surveillance includes both continuous monitoring of the checkpoint vicinity and verification of the access authorization of all vehicles and persons seeking to enter the AOA via the checkpoint. One of the four checkpoints is responsible for checking all vendor deliveries into the airport Sterile Area to ensure there has been no tampering of delivery items or prohibited items allowed into this area.

There will also be a traffic guard(s) working 21 hours per day (0500 day one to 0200 the next day). This guard is responsible for ensuring vehicles on the public traffic ramps at the terminals are not left unattended, and to ensure the safety and security of the travelling public. The hours of the traffic guard may be adjusted, depending upon need, with the written approval of the Department Contract Administrator (DCA).

The Contractor will be responsible for preventing unauthorized access to the AOA at the checkpoints located at Airport Perimeter gates N-10 and E-21, and will ensure that only authorized personnel and vehicles are admitted

through them to the AOA. The Contractor shall instruct the guards assigned to the checkpoints in AOA access identification requirements for persons and vehicles.

Checkpoint guards must maintain Daily Officer Logs - one log, per post, per shift - to document guard activity at each checkpoint. A supervisor must review the logs each week, highlight notable activity, and turn them over to the TSAIA Airport Police & Fire Watch Commander every Sunday. The Contractor shall supply the Daily Officer Log forms.

Any time a guard becomes involved in a situation requiring TSAIA Airport Police & Fire to respond and assist, the guard must, within twenty-four (24) hours, prepare an Incident Report. This report must document the details of the guard's actions during the incident. The Contractor shall supply the Incident Report forms.

A time clock must be used by vehicle ramp guards to document their presence on duty. The vehicle ramp guard may serve as a rover, however the guard shall not be away from is assigned areas for more than 2 hours. A supervisor shall ensure that the guards assigned to each shift clock in and out at appropriate times. The supervisor shall also be responsible for maintaining the time cards and seeing that they are turned in to the TSAIA Airport Police & Fire Watch Commander every Sunday along with the Daily Officers Log.

1.02 Description of Services

Services to be provided to the Department are as described:

A. Vehicle Ramps:

Unarmed guard services for traffic control on vehicle ramps adjacent to the South and North Terminals, and general security patrols of designated areas at the Ted Stevens Anchorage International Airport (TSAIA).

It is the policy of TSAIA to minimize congestion on the public vehicle ramps in front of its terminal buildings. These services will include implementing that policy using the services of unarmed guards to inform the public not to leave vehicles unattended on those ramps and to enforce the no parking signs in front of the terminals.

The Contractor shall be required to maintain unarmed guards at TSAIA to notify the public that it is not permissible to leave a vehicle unattended in front of any TSAIA terminal building, and to impound and / or cite unauthorized unattended vehicles within that area according to directives issued by the DCA.

Vehicle ramp control guard service procedures are subject to adjustment according to subsequent written directives, issued by the DCA, which are expressly contemplated and shall not be deemed contract change orders. The following operating procedures will apply to vehicle ramp control guard services:

- Guards will continuously inform the public, either orally or by the use of a flyer, not to leave vehicles unattended. A vehicle is considered unattended if it is not occupied by someone who can legally drive it off the ramp.
- 2. An impound must be initiated by a TSAIA Airport Police & Fire Officer.
- 3. Guards shall not accept the responsibility of watching a vehicle, a child, an animal, freight, or luggage while the driver of a vehicle goes into a terminal building. If there is not at least one person legally able to drive the vehicle off the ramp, who will remain in the vehicle to watch the vehicle, the driver should be instructed to go to the parking garage at the South Terminal, where the first 30 minutes of parking is free. The public should also be instructed that there are luggage carts on the first and second levels of the garage for their convenience, or that Skycaps can assist them at curbside.

- 4. Guards should assist people looking for their impounded vehicles by directing them to the TSAIA Airport Police & Fire Office.
- 5. The Contractor must <u>identify</u> a Supervisor (also known as the Rover) whose responsibilities include: monitoring guards for proper equipment (i.e. safety vest, radio, no weapons, etc.); attendance and job performance; ensuring proper training of new guards; monitoring number of impound forms and public notices for an adequate supply and notifying management when the stock is low; relieving guards for breaks; and assisting guards when necessary due to increased traffic on the ramps.

B. Manned Checkpoints:

Contractor shall provide unarmed guard services at four (4) permanently manned guard checkpoints at TSAIA. Two (2) checkpoints are at the main entrances (noted as E-21 and N10) to the Air Operations Area (AOA). One (1) checkpoint is at the vendor delivery dock (noted as C9) at the C Concourse, and one (1) checkpoint is the exit from screening at the C Concourse. At least one qualified guard must be present at each of the four checkpoints at all times.

TSA requires the State to control access to and to prevent unauthorized persons and vehicles from entering the Air Operations Area (AOA) of TSAIA. In compliance with this requirement, TSAIA has established procedures to authorize or deny access to the AOA by persons and vehicles.

The Contractor shall abide by all rules pertaining to admittance via manned checkpoints to Airport Operations Areas as specified in this RFP, as those rules may be revised in the future to maintain the level of security mandated by TSA. These Rules for Admittance are subject to change by the State and by TSA. The DCA will promptly notify the Contractor of any change to such rules either by a written directive or by a copy of any written revision.

1.03 Work Schedule

The Contractor shall provide unarmed guards at the TSAIA at the following locations and times:

TSAIA Vehicle Ramps, South Terminal, and North Terminal as required

One (1) Rover for both upper and lower traffic ramps at Domestic Terminal and when needed at North Terminal 21 hours/day, 7 days/week (5 A.M. to 2 A.M.)

TSAIA Manned Checkpoints

- One (1) Checkpoint Guard Exit to C screening, 24 hours/day, 7 days/week.
- One (1) Checkpoint Guard Checkpoint E-21, 24 hours/day, 7 days/week*
- One (1) Checkpoint Guard Checkpoint N-10, 24 hours/day, 7 days/week
- One (1) Checkpoint Guard Checkpoint C-9/vendor screening, 24 hours/day, 7 days/week

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

There should be one designated "lead guard" within the positions to serve as an intermediary for the contractor and State.

• It is anticipated that the E21 guard house will become automated sometime after January 1, 2013, but the date is unknown at this time. When the E21 guard house becomes automated a contract amendment will be issued to allow the contractor two weeks to facilitate the closure.

1.04 Workload

The State may increase or decrease the required number of personnel, work hours, or both, for either type of services based on the needs of the State. The State will provide a minimum of forty-eight (48) hours written notice prior to any adjustment in the workforce or work hours. The State will compensate the Contractor at the actual hourly rate for each type of service for each hour of service actually provided, without regard to any increase or decrease in the number of guards or hours required. The following illustrate, but do not limit, possible reasons for which the State may adjust workload/personnel requirements:

- 1. If during any slow period (generally, but not necessarily, in October, November, February and March), the Department determines that the amount of traffic on the public ramps does not warrant traffic control services under this contract, the Department may temporarily suspend Type A services.
- 2. Ongoing major construction projects at TSAIA may at times require additional personnel at the traffic ramps.
- 3. Increase in security requirements as required by the Transportation Security Administration.

1.05 Minimum Wage and Experience

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

Each guard performing services under the contract will be required to have a minimum of one year full time experience as a licensed private guard, certified corrections officer, certified police officer or military police officer. Each year of full time experience must consist of not less than 12 months employment serving primarily in one or more of the foregoing capacities for a minimum of twenty-five (25) hours per week. This time must have been served within the ten (10) years preceding the start of the proposed guard's service at TSAIA. The experience must be documented by written proof presented to the DCA when the proposed guard's resume is submitted to the DCA for approval.

Before the Contractor places an individual, whether an existing Contractor employee or a new hire, into service as a security guard under the contract, the Contractor must review that individual's resume, training certificates, and licensing information to screen for proper training, licensing, and experience. The Contractor shall forward to the DCA copies of the resumes of only properly trained and licensed individuals whom the Contractor wishes the DCA to consider for service under the contract.

In addition to making any other submission required under the contract, the Contractor shall, within 5 days of the Procurement Officer's or the DCA's written or oral request, make available or provide copies of resumes and training certificates for temporary and permanent employees, TSAIA Airport Police & Fire training certificates for checkpoint guards (Rules for Admittance to AOA), refresher training certificates, and information regarding any other RFP requirement. Only upon the DCA's approval of the Contractor's employees will they be allowed to perform services under the contract.

The DCA will advise the Contractor in writing whether an individual proposed for guard service is not considered by the State to meet contract requirements for experience, licensing or training, or is otherwise deemed unfit for service under the contract.

1.06 Penalties

Any penalties or fines assessed against TSAIA as a result of any action or omission of the Contractor or any of its employees, or as a result of the Contractor's failure to fully perform under the contract, will be passed on to, and must be paid by, the Contractor. By signature on their proposal, the Offeror agrees to pay any applicable penalty within the time specified by the DCA. If at any time and for any reason, the Contractor fails to provide all of the guard coverage required, and it becomes necessary for the TSAIA Airport Police & Fire to cover any personnel deficiencies by the Contractor, the DCA will deduct from the Contractor's invoice all TSAIA costs associated with providing the coverage in such cases. TSAIA Airport Police & Fire are under no obligation to cover any Contractor personnel deficiencies at any time.

1.07 Department Contract Administrator

The department contract administrator (DCA) will be responsible and authorized to review proposed guard qualifications, adjust workload and work schedules, issue directives reasonably necessary to ensure compliance with the contract, the TSAIA Security Plan and any orders by the Federal Aviation Administration (FAA), monitor Contractor performance, and otherwise administer the contract to insure quality service to the State and users of TSAIA. The person named below will be the DCA:

Deputy Chief Dave Schulling (907) 266-2407

The Contractor will be advised in writing by the State if a different person is appointed as DCA.

Any contract dispute between the DCA and the Contractor will be referred to the Procurement Officer.

1.08 Service Deficiency Claims

Failure of Contractor to provide services as specified in this RFP and the successful offeror's proposal will constitute grounds for the State to issue a Service Deficiency Claim (SDC). If the Contractor fails to correct the situation that resulted in the issuance of an SDC within one hour after the State first notifies any officer or employee of the Contractor concerning the SDC, the DCA may issue a second SDC and correct the situation by whatever means the DCA determines to be in the best interest of the State. This provision is in addition to the right of the State to provide necessary coverage under Section 5.06 without regard to whether the State has given an SDC or notice.

Neither response to nor correction of a SDC by the Contractor, cures or voids the SDC. The SDC will remain on record in the contract file.

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

Disputes:

1. The Contractor may protest the validity of a SDC to the DCA. The protest must be in writing and must be delivered to the DCA within twenty-four (24) hours after issuance of the SDC.

- 2. The DCA will respond with a written decision within 48 hours after receipt of the protest, exclusive of week-ends and holidays. If the DCA fails to respond to the protest within 48 hours, exclusive of week-ends and holidays, the SDC will be considered invalid.
- 3. If the Contractor and the DCA cannot agree on the validity of the SDC, the Contractor may appeal the decision of the DCA to the Procurement Officer. This appeal must be filed within forty-eight (48) hours after receipt by the Contractor of the decision by the DCA.
- 4. The Procurement Officer will issue a written decision on the SDC within 72 hours, exclusive of week-ends and holidays, after receipt of the appeal by the Contractor. If the Procurement Officer fails to issue a written decision within 72 hours, exclusive of week-ends and holidays, the SDC will be considered invalid. The decision of the Procurement Officer will be final.

1.09 Removal of Security Guards

The State reserves the right to require the removal of any security guard who acts in a manner the State considers inappropriate to or inconsistent with his or her duties. Absent mitigating circumstances deemed substantial in the sole reasonable discretion of the DCA, such removal will also revoke the State's approval of the removed guard for further service under the contract.

1.10 Required Documentation

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

- 1. Furnish all documents required under the RFP to the TSAIA Airport Police & Fire Office for review.
- 2. Contact the DCA to discuss the duties and obligations established under the contract.

1.11 Services Not Permitted Under Contract

Contractor personnel will neither be required nor authorized to detain or arrest anyone in the course of their duties. Contractor personnel are strictly prohibited from carrying or otherwise possessing a weapon while on duty. Any guard found on duty with a weapon will be removed, and the incident will result in issuance of a SDC.

1.12 Services, Equipment and Information Provided by the State

The State will provide a limited amount of office space for the Contractor at TSAIA, subject to availability. All costs of finishing and furnishing any office space will be solely the responsibility of the Contractor.

Services the State will provide:

- 1. Necessary impound forms
- 2. Warning notices for improperly parked vehicles
- 3. Reflective vests
- 4. Time clock for verification of hours
- 5. Written directives relating to specific operating procedures.
- 6. Three (3) guard houses, inclusive of lights, heat and portable toilets

- 7. A portable radio at each checkpoint to be used for contacting TSAIA Airport Police & Fire in emergency situations
- 8. One telephone at each checkpoint
- 9. Six (6) copies of the rules for admittance to the AOA one for each checkpoint and one for the Contractor
- 10. A list of all department contact personnel with complete contact information
- 11. AOA visitor badges

All other parts, components, equipment, machines or supplies required to perform contract services must be provided by the Contractor and included in the hourly rates proposed.

1.13 Services, Equipment and Information Provided by the Contractor

The Contractor must:

- 1. Ensure that all security guards meet the training, experience, bonding and licensing requirements set out in this RFP.
- 2. Ensure that all security guards be uniformed and unarmed while providing the required security services. The designation "security" must be clearly visible on all uniforms. The designation may be on a cloth of metal badge, shoulder patch or name tag.
- 3. Ensure that each security guard assigned to vehicle ramp traffic control wears an airport-issued reflective vest at all times while performing services on a vehicle ramp.
- 4. Provide completely outfitted security guard uniforms that are neat in appearance, and any other equipment required to perform contract services, including applying for and receiving Airport Identification Badges as required through TSA.
- 5. Ensure that all security guards provide security services effectively and in a professional manner while being courteous and helpful to people to all people with whom they come in contact, thus maintaining a positive relationship with the TSAIA community and with the public.
- 6. Ensure that a security guard is continuously present at each of the assigned checkpoints to perform the duties set out in this RFP. Relief guards for lunch breaks, breaks and other absences must be arranged by the Contractor to insure required coverage.
- 7. Ensure that all security guards have received the necessary training relating to duties under this contract prior to providing service. All information regarding procedures relating to this contract, including written directives issued by the DCA, must be kept in a reading file maintained by the Contractor. This file must be read and signed by each security guard on first assignment to the position and monthly thereafter.
- 8. Provide a twenty-four (24) hour contact number for the duty supervisor.
- 9. Provide at least 6 hours of on-the-job training to new guards assigned to the manned checkpoints and two hours of on-the-job training to new guards assigned to the traffic ramps to ensure an adequate understanding of their duties.

- 10. Provide one Contact Person and an Alternate Contact Person, and contact phone numbers for each, for matters relating to contract services and performance.
- 11. Conduct required background checks on proposed guards prior to submitting information for review and approval by the DCA prior to assignment to perform guard duties at TSAIA.
- 12. Ensure coordination / communication between guards and the TSAIA Airport Police & Fire Dispatch office as outlined in directives issued by the DCA.
- 13. Document the hours of Type A services performed on a daily basis. Time sheets for Type A services performed must be made available to the DCA upon request on a daily basis.
- 14. Submit bi-weekly invoices for all services to the DCA.
- 15. Provide telephone service as required unless otherwise specified in this RFP.
- 16. Provide to each guard performing Type A services (Traffic Control) a properly functioning radio capable of communication with TSAIA Airport Police & Fire personnel. TSAIA Airport Police & Fire will designate the frequency to be used. The Contractor must also have a dispatch or operations center that is staffed 24 hours/day, 7 days/week.

1.14 Badges & Identification

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

<u>Vehicles</u> are identified by TSAIA-issued stickers and company names/logos.

Personnel are identified by various TSAIA-issued ID badges. These badges vary in color, and afford ramp driving privileges only as specified by an appropriate insignia.

<u>Non-Badged Personnel</u> must not enter the AOA unless they have or qualify to be issued TSAIA visitor badges, and are escorted by properly badged individuals.

Vehicle and Personnel identification style and colors are changed on a regular basis. The Contractor will be notified in writing as to the changes and effective dates.

The Contractor may issue its own company identification card to its employees. The company identification card may not contain any indication that the holder or the Contractor is licensed by the State of Alaska.

Each security guard assigned to either manned checkpoint will be required first to obtain an airport identification badge and to wear it at all times while performing contract services. (The Contractor is responsible for the cost of the airport identification badges).

- 1. Airport Badges are applied for through the Badging Office. The Contractor must meet all requirements for authorizing employees to be issued an airport badge. The contractor is responsible for the costs of badges and required fingerprinting.
- 2. Should a security guard terminate employment with the Contractor, the Contractor must immediately notify TSAIA Airport Police & Fire and have that guard's badge deactivated. Individual badges must be returned within three (3) days of termination. Failure to return a badge within three (3) days of termination

may result in the Contractor being charged \$100.

- 3. Under any other circumstances, if a badge is not returned in accordance with the airport security program, the Contractor will be charged \$100 per badge.
- 4. Should a Contractor's employee lose his or her badge, in addition to the \$100 charge, the Contractor shall pay a \$20 charge for a replacement badge.

1.15 Contractor's Agency License and Duties

When providing services under the contract, the Contractor must at all times be licensed in good standing by the State of Alaska as a Security Guard Agency (13 AAC 60). The Contractor will be responsible for verifying whether or not a license is required by any other government agency with jurisdiction, and shall contact any local or state administrative or public safety officials necessary to obtain any additional licenses required.

The Contractor must hold a current security guard agency license according to the requirements set out in Title 13 of the Alaska Administrative Code, Chapter 60, or any successor statute or regulation, and must fulfill all requirements to maintain that license in good standing throughout the term of the contract. The items set out below are a partial listing of the responsibilities of the Contractor. Additional Contractor responsibilities may be located elsewhere in this RFP. All costs associated with the guards and the performance of the contract are the responsibility of the Contractor and not the State.

The Contractor will be responsible for:

- 1. Ensuring that all contractual duties are carried out and to ensure that the required number of security guards are on duty at their required posts at all of the required times and that they diligently carry out all of the performance requirements of the contract.
- 2. Ensure that all persons employed to perform any of the guard duties of the contract are licensed and trained as set out in Title 13 of the Alaska Administrative Code, Chapter 60, and in this RFP.
- 3. Provide timely information to the DCA that is necessary to allow the DCA to review and approve training, pre-training, applications, resumes, and licenses, for review of proposed temporary and permanent security guards before being employed to perform services under the contract.
- 4. Ensure that all persons employed to perform any contracted services meet all the licensing requirements of the Department of Public Safety and meet all additional contract requirements for training and experience.
- 5. Ensure that all security guard training is provided by an instructor with at least five years' experience as a security guard agency supervisor or a police supervisor.

1.16 General Requirements for Licenses

Each security guard must be licensed in accordance with I3 AAC 60.050(a) through (c), paraphrased below, or any successor statute or regulation. (This summary of 13 AAC 60.050 as of the issuance of this RFP, as well as all other description of the requirements for security guard and security guard agency licensing under 13 AAC 60, is provided here for the convenience of offerors. The Department does not warrant either the accuracy or completeness of this paraphrase. Offerors should review each referenced regulation in full. Except to the extent of any requirement imposed below in addition to those set out in I3 AAC 60, any inconsistency between the

description below and those regulations, or any successor regulation, will be resolved in favor of the regulation actually in effect at the relevant time.)

If the proposed guard has a current license, the Contractor must, upon approval by the DCA, notify the Alaska State Troopers that the individual is performing as a security guard at TSAIA. If the individual does not have a license, he or she must complete a security guard application, on a form provided by the Department of Public Safety (DPS), and provide all of the information required by Title 13 of the Alaska Administrative Code, Chapter 60, or its successor. The application form should then be submitted to the Department of Public Safety.

In order to be eligible to receive a license, each applicant must be:

- 1. a United States citizen or resident alien with a work permit;
- 2. a resident of the State of Alaska for at least 30 days before application;
- 3. at least 19 years of age;
- 4. neither addicted to nor dependent on alcohol, narcotics, or other drugs;
- 5. not convicted of any felony, any crime involving moral turpitude, or any crime preventing ownership or possession of a firearm, within 10 years of application, unless a full pardon has been granted; and
- 6. not suffering from any psychopathic condition or mental illness impairing the powers of memory, reason, judgment, or perception.

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

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

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

Resumes must be submitted to TSAIA Airport Police & Fire for review and approval. The Contractor shall submit a standardized resume form on company letterhead to the DCA for approval, and use the approved format when submitting applications for all employees and new hires. The Contractor shall not place a person into service as a guard under the contract unless and until that person's qualifications have been approved by the DCA.

- 1. Applicants must undergo and pass a background check and a fingerprint check by Alaska State Troopers.
- 2. Applicants must have a valid Alaska driver's license.
- 3. Applicants must have earned a high-school diploma or its equivalent.
- 4. Applicants must present a neat appearance, paying particular attention to personal hygiene, bearing, uniform, and equipment.
- 5. Applicants must be physically able to perform the duties as listed herein.

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1.17 Training Requirements

The Contractor shall ensure that all security guard training required under 13 AAC 60.110, or its successor, to receive and maintain a valid security guard license is provided by an instructor with at least five years' experience as a security guard agency supervisor or a police supervisor. Individuals, listed as instructors must be approved by TSAIA Airport Police & Fire prior to providing training to employees.

For informational purposes only, as of the date of issuance of this RFP, 13 AAC 60.110 requires that within 180 days from the date of an individual's first day of employment as a security guard he or she must satisfactorily complete a minimum combined total of forty (40) hours classroom training, which include the following subjects:

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

It is the responsibility of the Contractor to arrange for this training to be provided and to ensure that each security guard completes it. The Contractor must submit a certification of completion, for each security guard, to the DCA within 10 days of the date this training is completed.

Failure of the Contractor to provide the required training will be grounds for an SDC. Failure of a security guard to attend and pass the required training courses will be grounds for revocation of the security guard's license and will be grounds for the DCA to remove that individual from performing services under the contract.

1.18 Annual Refresher Training

Each security guard must complete an annual refresher course of at least 8 hours on the topics set out in 13 AAC 60, or its successor.

The Contractor shall ensure that all security guard refresher training is provided by an instructor with at least five years' experience as a security guard agency supervisor or a police supervisor.

The Contractor shall ensure that this training is provided and that each security guard completes it. The Contractor must submit to the DCA, within 10 days of the date this training is completed, a certification of completion for each security guard authorized to work at the TSAIA.

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

1.19 Additional Training Required

The Contractor shall submit to the DCA for approval a written description of a training program for those employees manning the checkpoints. That training program must address each requirement of the Rules for Admittance to the AOA of TSAIA.

For each guard to be assigned to a manned checkpoint, the Contractor must first certify in writing to TSAIA Airport Police & Fire that the guard has successfully completed the approved training program regarding the Rules for Admittance. This certification must be on file with the DCA before the guard performs Type B services under the contract. The DCA or designee may also conduct written tests of guards before they are allowed to man a checkpoint.

Guards performing services under the contract will be subject to periodic checks for compliance with the requirements of the contract. Checks may include written and oral testing by TSAIA Airport Police & Fire or TSA to ensure sufficient knowledge of the Rules for Admittance.

- 1. Any testing in this manner will be conducted during duty hours, at no additional cost to the State.
- 2. If it is discovered through testing, or, from a performance error, that a guard on checkpoint duty does not know the Rules for Admittance sufficiently in the opinion of TSA or the DCA to maintain the necessary level of security. That guard will be removed and replaced immediately by a qualified guard, or if no replacement guard is immediately available, by a TSAIA Airport Police & Fire Officer. The DCA will issue an SDC for removal of a guard under this provision. If a TSAIA Airport Police & Fire Officer mans the checkpoint, the Contractor must provide a replacement guard within one hour. If a replacement guard takes the post, the DCA will issue an additional SDC.
- 3. Any guard found to be deficient in the knowledge necessary for Type B services must undergo remedial training, and must not resume checkpoint duties until the Contractor has submitted to the DCA certification that the guard has successfully completed the remedial training. This remedial training will require re-certification as outlined above.
- 4. If a checkpoint guard is the subject of two (2) SDCs, that guard must be removed permanently from checkpoint duty.

APPENDIX D Compensation

Contract Payment

Hourly rates must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, training, supervisory, equipment, administrative, and profit. The State will pay no other costs or charges under the resultant contract.

The State does not guarantee a maximum or minimum number of hours of service.

| Type A Services (Vehicle Ramp) | \$29.98 | Cost per hour/per person | | | |
|---|---------|--------------------------|--|--|--|
| Type B Services (Manned Checkpoints) | \$28.62 | Cost per hour/per person | | | |

- The Contractor shall invoice the DOT&PF once every four (4) week period.
- No payment shall be made until invoices have been reviewed and approved by the Department Contract Administrator. Approved invoices will be processed for payment within 30-days. The State shall not be responsible for any finance or late charges on invoices not paid within 30-days.
- Invoices must reference Contract Number 2513H023, the positions and hours invoiced, and the billing period.
- Payment by Electronic Funds Transfer Central Contractor Registration (FAR 52.232-33 Oct 2003):

Annual Price Adjustments

Contract prices for services will remain firm through January 31, 2014. The Contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the State receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index Seasonally Unadjusted series for Urban Wage Earners and Clerical Workers, All Items, Anchorage Area. (CWUSA427SA0)

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average July through December 2012; and each July through December six month average thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

| | 1. Agency Contract Number 2513H023 2. DGS Soliditation Number (If used) |
|--|--|
| | 3. Optional Renewai? 🖾 Yes 🗌 Years remaining <u>3</u> |
| STATE OF ALA | 4. Financial Coding |
| AMENDMENT TO PROFESSIONAL | |
| | 6. Amendment No. ONE (1) |
| This agreement is between the State of Alaska, | |
| 7. Department of | Division |
| Transportation and Public Facilities | TSAIA hereafter the State, and |
| 8. Contractor NANA Management Services | hereafter the Contractor |
| Mailing Address City Stat | e Zip Phone Email |
| 5600 B Street Anchorage AK | |
| 9. Original period of performance | 10. Amended period of performance FROM: March 1, 2014 TO: February 28, 20 |
| FROM: March 1, 2013 TO: February 28, 2014 11. Previous amount of contract to date: 12. Amou | nt of this amendment: 13, This amended contract shall not ex |
| Contraction of the second seco | a total of \$2,500,000 |
| In accordance with the provisions of the above services are amended as follows. All other the Labor Rates Changed to: Type A Servi | gh February 28, 2015.e referenced contract, the parties to the contract agree that rates for erms and conditions of the contract remain in effect.ce - Vehicle Ramp\$31.14 per hour |
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| services are amended as follows. All other to Labor Rates Changed to: Type A Servi Type B Servi IN WITNESS WHEREOF the parties hereto have NOTICE! This amendment has no effect until si 15. CONTRACTOR Name of Firm NANA Management Services Signature of Authorized Representative D. B. Springgate Title | e referenced contract, the parties to the contract agree that rates for erms and conditions of the contract remain in effect. ce – Vehicle Ramp \$31.14 per hour ce – Manned Checkpoints \$29.73 per hour executed this amendment. gned by the head of the contracting agency, procurement officer or design 17. CERTIFICATION: I certify that the facts herein and on sup documents are correct, that this voucher constitutes a legal chan to do the obligation, or thet there is a sufficient balance in the appropri- to cover this obligation. I am aware that to knowingly make or al entries or alterations on a public record, or knowingly make or al entries or alterations on a public record, or knowingly make or al entries or alterations on a public record, or knowingly make or al entries or alterations on a public necord, or knowingly make or al entries or alterations on a public necord, or knowingly make or al entries or alterations on a public necord, or knowingly make or al entries or alterations on a public necord, or knowingly destroy, m suppress, conceal, them or otherwise impair the verity, legibli availability of a public record constitutes tempering with public re- punishable under AS 11.56.815820. Other disciplinary action laken up to and including dismissal. Signature of Head Contracting Agency or Designee Date |
| services are amended as follows. All other to Labor Rates Changed to: Type A Servi Type B Servi IN WITNESS WHEREOF the parties hereto have NOTICE! This amendment has no effect until si 15. CONTRACTOR Name of Firm NANA Management Services Signature of Authorized Representative D. B. Springgate Title President | e referenced contract, the parties to the contract agree that rates for erms and conditions of the contract remain in effect. ce - Vehicle Ramp \$31.14 per hour ce - Manned Checkpoints \$29.73 per hour executed this amendment. gned by the head of the contracting agency, procurement officer or design 17. CERTIFICATION: I certify that the facts herein and on sup documents are correct, that this voucher constitutes a legal chan tands and appropriations cited, that sufficient hands are encumb this obligation, or that the sufficient balance in the appropri- to cover this obligation. I am aware that to knowingly make or a entries or alterations on a public record, or knowingly make or a entries or alterations on a public record, or knowingly destroy, m suppress, conceal, termove or otherwise impair the verity, legiblis availability of a public record constitutes tempering with public re- punishable under AS 11.58.815820. Other disciplinary action taken up to and including dismissal. Signature of Head Contracting Agency or Designee Date Mathematical and appropriate |
| services are amended as follows. All other the Labor Rates Changed to: Type A Servi Type B Servi IN WITNESS WHEREOF the parties hereto have NOTICE! This amendment has no effect until si 15. CONTRACTOR Name of Firm NANA Management Services Signature of Authorized Representative 2/t Typed of Printed Name of Authorized Representative D. B. Springgate Title President 16. CONTRACTING AGENCY | e referenced contract, the parties to the contract agree that rates for erms and conditions of the contract remain in effect. ce – Vehicle Ramp \$31.14 per hour ce – Manned Checkpoints \$29.73 per hour executed this amendment. gned by the head of the contracting agency, procurement officer or design 17. CERTIFICATION: I certify that the facts herein and on sup documents are correct, that this voucher constitutes a legal chan to do the obligation, or thet there is a sufficient balance in the appropri- to cover this obligation. I am aware that to knowingly make or al entries or alterations on a public record, or knowingly make or al entries or alterations on a public record, or knowingly make or al entries or alterations on a public record, or knowingly make or al entries or alterations on a public necord, or knowingly make or al entries or alterations on a public necord, or knowingly make or al entries or alterations on a public necord, or knowingly make or al entries or alterations on a public necord, or knowingly destroy, m suppress, conceal, them or otherwise impair the verity, legibli availability of a public necord constitutes tempering with public re- punishable under AS 11.56.815820. Other disciplinary action laken up to and including dismissal. Signature of Head Contracting Agency or Designee Date |
| services are amended as follows. All other for Labor Rates Changed to: Type A Servi Type B Servi IN WITNESS WHEREOF the parties hereto have NOTICE! This amendment has no effect until si 15. CONTRACTOR Name of Firm NANA Management Services Signature of Authorized Representative D. B. Springgate Title President 16. CONTRACTING AGENCY Department/Division Anchorage Airport Police and Fire Signature of Project Director | e referenced contract, the parties to the contract agree that rates for erms and conditions of the contract remain in effect. ce - Vehicle Ramp \$31.14 per hour ce - Manned Checkpoints \$29.73 per hour executed this amendment. gned by the head of the contracting agency, procurement officer or design 17. CERTIFICATION: I certify that the facts herein and on sup documents are correct, that this voucher constitutes a legal chan tands and appropriations cited, that sufficient hands are encumb this obligation, or that the sufficient balance in the appropri- to cover this obligation. I am aware that to knowingly make or a entries or alterations on a public record, or knowingly make or a entries or alterations on a public record, or knowingly destroy, m suppress, conceal, termove or otherwise impair the verity, legiblis availability of a public record constitutes tempering with public re- punishable under AS 11.58.815820. Other disciplinary action taken up to and including dismissal. Signature of Head Contracting Agency or Designee Date Mathematical and appropriate |
| services are amended as follows. All other for Labor Rates Changed to: Type A Servi Type B Servi IN WITNESS WHEREOF the parties hereto have NOTICE! This amendment has no effect until si 15. CONTRACTOR Name of Firm NANA Management Services Signature of Authorized Representative D. B. Springgate Title President 16. CONTRACTING AGENCY Department/Division Anchorage Airport Police and Fire Signature of Project Director | e referenced contract, the parties to the contract agree that rates for erms and conditions of the contract remain in effect. ce - Vehicle Ramp \$31.14 per hour ce - Manned Checkpoints \$29.73 per hour executed this amendment. greed by the head of the contracting agency, procurement officer or designed 17. CERTIFICATION: I certify that the facts herein and on surd documents are correct, that this voucher constitutes a legal che funds and appropriations cled, that sufficient funds are encument this obligation, or that there is a sufficient funds are encument this obligation, or that there is a sufficient funds are encument this obligation, or that there is a sufficient funds are encument this obligation on a public record, or knowingly make or at entries or alterations on a public record, or knowingly make or at entries or alterations on a public record, or knowingly destroy, or suppress, conceal, remove or otherwise impair the verity, legiler punishable under AS 11.58.815820. Other disciplinary actions taken up to and including dismissal. Signature of Head Contracting Agency or Designee Mathematical Typed or Printed Name of Authorizing Official Judy Gustafson |

| | | | | 1. Agency Contract Number |
|---|--|---|---|--|
| | | | | 2513H023 |
| | | | | 2. Solicitation Number |
| | | | | RFP 2513H023 |
| | | | | 3. Optional Renewal? 2 Yes No Years remaining 2 |
| | | | | |
| | STATE O | F ALASKA | | 4. Financial Coding |
| AMENDMENT T | ALC: STATES | | S CONTRACT | 5. Agency Assigned Encumbrance Number |
| | | | | 8. Amendment No. |
| | | | | TWO (2) |
| This agreement is between the S | itale of Alaska, | | | |
| 7. Department of | | | Division | |
| Transportation and 8. Contractor | Public Faciliti | <u>es</u> | TSAIA | herealter the State, and |
| NANA Management | | | | hereafter the Contractor |
| Malling Address | City | State Zip | Phone | Email |
| 5600 B Street | Anchorage | AK 99518 | 907-273-2410 | |
| 9. Original period of performance | | 212 | 10. Amended period of pe | |
| FROM: March 1, 2013 | TO: Februa | | FROM: March 1, 201 | |
| 11. Previous amount of contract \$ 2,500,000,00 | D (1810) | 12. Amount of this amond \$ 1,250,000.00 | | 13. This amended contract shall not exceed a total of \$3,750,000.00 |
| under the contract are am 1) This Amendment s | ended as follows: erves to exercise | e the second of four (| 4) possible one-year m | |
| The secon | d renewal term: | March 1, 2015 thro | ugh <u>February 29, 2016</u> | <u>6</u> . |
| 2) In accordance with services are amend | | of the above reference | ed contract, the parties | s to the contract agree that rates for the |
| Labor Rates: T | ype A Service - | Vehicle Ramp | \$31.14 per ho | ur |
| Т | ype B Service - | Manned Checkpoint | s \$29.73 per hou | ur |
| | sult of this amend | ment, the total compens | | ay the Contractor an additional sum of 's performance under this contract may not |
| | | Contraction of the second s | tics bereto have executed this | |
| NOTICE | | | | procurement officer or designee. |
| and the second se | ONTRACTOR | | | I certify that the facts herein and on supporting |
| Name of Firm NANA Management Servi | ces, LLC | | funds and appropriations | hat this voucher constitutes a legal charge against clied, that sufficient funds are encumbered to pay are is a sufficient balance in the appropriation clied to |
| Signature of Autorized Reposed | ggett- | 2-27-15 | cover this obligation. I as entries or siterations on a entries or siterations on a | m aware that to knowingly make or allow false a public record, or knowingly make or allow false a public record, or knowingly destroy, mutilate, |
| Typed or Printed Name of Authon Matthew W. Daggett | fill's Representative | | availability of a public rec punishable under AS 11. | ve or otherwise impeir the verity, legibility or cord constitutes tampering with public records 56.815820. Other disciplinary action may be |
| President | | | taken up to and including | |
| 16. CONTI | ACTING AGENCY | | Signature of Head Contrac | ting Agency or Designee Date |
| Department/Division Anchorage Airport Police | and Fire | | Typed or Printed Name of | Authorizand Different 2.27.15 |
| Signature of Project Director | | Data | Ind. Custofia | |

NANA Management Servi Signature of Artiorized Repose Typed or Printed Name of Author Matthew W. Daggett President CONT Department/Division Anchorage Airport Police Signature of Project Director Judy Gustafson 15 Tile Figed or Printed Name of Project Di Procurement Specialist Jesse Davis

| Title Chief | of Airport Police and Fire |
|----------------|----------------------------|
| 02-112 (Rev | |

15.

Tille

18,

Name of Firm

ATPac Plan

1. Agency Contract Number 2513H023 2. Solicitation Number RFP 2513H023 3. Optional Renewal? X Yes □ No Years remaining ____ 4. Financial Coding STATE OF ALASKA 5. Agency Assigned Encumbrance Number AMENDMENT TO PROFESSIONAL SERVICES CONTRACT 6. Amendment No. THREE This agreement is between the State of Alaska, 7. Department of Division Transportation and Public Facilities **TSAIA** hereafter the State, and 8. Contractor NANA Management Services, LLC hereafter the Contractor Malling Address City State Zip Phone Email 800 E. Dimond Blvd, Ste 3-450 99515 Anchorage AK 907-273-2416 Rachel.Ward@mnusa.com 9. Original period of performance 10. Amended period of performance FROM: March 1, 2013 TO: February 29, 2016 FROM: March 1, 2016 TO: February 28, 2017 11. Previous amount of contract to date: 12. Amount of this amendment: 13. This amended contract shall not exceed \$ 3,750,000.00 \$ 1,250,000.00 a total of \$ 5,000,000.00 14 In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the Contractor under the contract are amended as follows: All other terms and conditions of the contract remain in effect. A. This Amendment serves to exercise the third of four (4) possible one-year renewal options. Third Renewal Term: March 1, 2016 through February 28, 2017. B. Add one (1) Vehicle Ramp Position at a flexed schedule of 40 hours/week. The State may increase or decrease the hours assigned to the Vehicle Ramp Position during this period of performance. C. Remove one (1) Manned Checkpoint Position from Gate E 21. D. Change the Project Manager to Terri Tibbe, Airport Operations Manager In full consideration of the Contractor's performance under this amendment, the State shall pay the Contractor an additional sum of \$1.250.000. As a result of this amendment, the total compensation for the Contractor's performance under this contract may not exceed \$5,000,000. All other terms and conditions of the contract remain in effect. IN WITNESS WHEREOF the parties hereto have executed this amendment. NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee. 15. CONTRACTOR 17. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against Name of Firm funds and appropriations cited, that sufficient funds are encumbered to pay NANA Management Services, LLC this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false Signature of Authorized Representative entries or alterations on a public record, or knowingly make or allow false Feb 25, 2016 M. Daugott (Feb 25 entries or alterations on a public record, or knowingly destroy, mutilate, Typed or Printed Name of Authorized Representative suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records Matthew W. Daggett punishable under AS 11.56.815 - .820. Other disciplinary action may be Title taken up to and including dismissal. President 16. Signature of Head Contracting Agency or Designee Date CONTRACTING AGENCY Department/Division ala9/14 5 Typed or Printed Name of Authorizing Official TSAIA Signature of Project Director Date Bradley Kizer February 25, 2016 Title Typed or Printed Name of Project Director Procurement Officer Terri Tibbe Title Airport Operations Manager

2513H023 2. Solicitation Number RFP 2513H023 3. Optional Renewal? ☐ Yes ⊠ No Years remaining _1 4. Financial Coding

5. Agency Assigned Encumbrance Number

1. Agency Contract Number

6. Amendment No.

STATE OF ALASKA

| | | | | | FOUR (4) | | |
|---|---|--|-----------------------------|--|--|--|--|
| This agreement is between the Stat | te of Alaska, | | | | | | |
| 7. Department of Transportation and Public Facilities | | | Division TSAIA | hereafter the State, and | | | |
| 8. Contractor | | | | | | | |
| NANA Management Services | | | | | hereafter the Contractor | | |
| Mailing Address | City | State | Zip | Phone | Email | | |
| 5600 B Street | Anchorage | AK | 99518 | 907-273-2 | | | |
| 9. Original period of performance | | | | 10. Amended period of pe | | | |
| FROM: March 1, 2013 11. Previous amount of contract to c | TO: Februa | | 41.1. | FROM: March 1, 2010 | | | |
| \$ <u>5.000.000.00</u> | | 12. Amount of | N/A | | This amended contract shall not exceed a total of \$ <u>5,000,000.00</u> | | |
| contract are amended as follows | All other terms a | and conditions of | the contrac | t remain in effect. | ervices to be performed by the Contractor under the | | |
| a) Within the same general sco points other than the passer Manager (attached). | ope of the contract nger screening che | , the Contractor sf expoint. The insp | nall perforn ections sha | n random inspections of badged Il be performed in accordance v | I individuals entering the Airport Sterile Areas at access with the procedures developed by the Airport Security | | |
| b) Under Contract Section 1.0. days/week | 3, Work Schedule, | , for TSAIA Vehic | le Ramps, | South Terminal and North Terr | ninal, the Rover position is increased to 24 hours/day, 7 | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | of the contract remain in effect hereto have executed this ame | | | |
| NOTICE! This | amendment has n | to effect until sign | ed by the h | head of the contracting agency, | procurement officer or designee. | | |
| 15. CON | TRACTOR | | | 17. CERTIFICATION: I | certify that the facts herein and on supporting | | |
| Name of Firm NANA Management Services, | LLC. | | | documents are correct, the funds and appropriations | hat this voucher constitutes a legal charge against cited, that sufficient funds are encumbered to pay re is a sufficient balance in the appropriation cited | | |
| Gignalure of Authorized Represental | | Jul 28, | 2016 | to cover this obligation. I am aware that to knowingly make or allow false | | | |
| Typed or Printed Name of Authorized | I Representative | | | suppress, conceal, remov | ve or otherwise impair the verity, legibility or ord constitutes tampering with public records | | |
| Matthew W. Daggett | | | | punishable under AS 11. | 56.815820. Other disciplinary action may be | | |
| President | | | | taken up to and including | dismissal. | | |
| 18 | TING AGENCY | | | Signature of Head Contract | ing Agency or Designee Date | | |
| Department/Division | | | | Brk. Att | Trinen 8.1.16 | | |
| Ted Stevens Anchorage Interna | tional Airport | | | Typed or Primed Name of / | Authorizing Official | | |
| Signature of Project Director | | Date | | Becky Gattung | | | |
| In M. Jut | | 7-29-20 | 516 | Title | | | |
| Typed or Printed Name of Project Dir | rector | | | Procurement Officer | | | |
| Terri Tibbe | | | | | | | |
| Title Airport Operations Manager | | | | | | | |
| an port operations manager | | | | | | | |

Random Inspection Procedures

1. Schedule Preparation

Schedules will be prepared in two-week blocks and submitted to the Airport Security Manager, or designated alternate, for approval one week prior to implementation of the schedule.

2. Inspection Schedule

Inspection locations should be random and locations not repeated, if possible, during the weekly schedule. A list of inspection locations will be provided by the Airport Security Manager.

- 3. Daily Inspections
 - a. Time spent on inspections will total a minimum of one (1) hour per eight (8) hour shift / (3) three hours per (24) twenty-four hour period.
 - b. Start time and end time at each inspection location will be logged. It is possible that no inspections will take place at a particular location due to the time of day or inspection location. There is no requirement for a certain number of inspections to be performed.
 - c. Completed log sheets must be submitted to the Airport Security Manager on a weekly basis.
- 4. Inspections Consist of:
 - a. Badge Check Verify the badge is not expired, that it is authentic and picture matches that of the individual
 - b. Ask the badge holder if he/she is carrying any prohibited items. Refer to "Prohibited Item List" provided by the Airport Security Manager
 - c. Conduct a visual inspection of individual and any personal items. Badge holders will be asked to open personal items such as purses and backpacks for visual inspection. Guards are not required to physically handle the content of personal items but to perform a visual inspection.
 - d. If a prohibited item is discovered, the Security Guard must contact the Airport Communications Center for Law Enforcement Officer (LEO) response at 907-266-2411. The LEO will determine if the item is prohibited, or requirement for their job.
 - e. The individual carrying the prohibited item should be directed to remain with the Security Guard until the LEO arrives. The Guard is not required to physically detain the individual but to keep visual contact should he/she refuse to stay with Guard.

Agency Contract Number
 2513H023
 Solicitation Number
 RFP 2513H023
 Optional Renewal? ⊠ Yes □ No
 Years remaining __0
 A. Financial Coding

5. Agency Assigned Encumbrance Number

6. Amendment No.

STATE OF ALASKA

| FIVE |
|--|
| |
| Division |
| TSAIA hereafter the State, and |
| hereafter the Contractor |
| Phone Email |
| 907-273-2400 contracts@nmsusa.com |
| 10. Amended period of performance |
| FROM: March 1, 2017 TO: February 28, 2018 |
| endment: 13. This amended contract shall not exceed a total of \$ <u>6.250,000.00</u> |
| ties to that contract agree that the services to be performed by the Contractor under contract remain in effect. |
| year renewal options. This is the final renewal option available under the contract |
| |
| ate shall pay the Contractor an additional sum of <u>\$1,250,000</u> . As a result of this ntract may not exceed <u>\$6,250,000.00</u> |
| |
| |
| |
| ons of the contract remain in effect lies hereto have executed this amendment |
| he head of the contracting agency, procurement officer or designee. |
| 17. CERTIFICATION: I certify that the facts herein and on supporting |
| documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay |
| this obligation, or that there is a sufficient balance in the appropriation cited |
| to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly make or allow false |
| entries or alterations on a public record, or knowingly destroy, mutilate |
| suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records |
| punishable under AS 11.56.815820. Other disciplinary action may be taken up to and including dismissal. |
| token op to and meddung distrissial. |
| Signature of Head Contracting Agency or Designee Date |
| 2/17/17 |
| Typed or Printed Name of Authorizing Official |
| Tom Mayer |
| Title |
| 110 |
| |
| Procurement Specialist |
| |

1. Agency Contract Number 2513FI023

| - | _ | |
|----|--------------|--------|
| 2. | Solicitation | Number |

RFP 2513H023

4. Financial Coding

6 Amendment No.

3. Optional Renewal? Xes INo

5. Agency Assigned Encumbrance Number

Years remaining ____0___

STATE OF ALASKA

| | | SIX |
|--|--|---|
| Naska, | | |
| TSAIA | | Division hereafter the State, and |
| | | hereafter the Contractor |
| / State | Zin | |
| | • | |
| | 22010 | 907-273-2416 Rachel.Ward@mnusa.com 10. Amended period of performance |
| D: February 29, 2016 | | |
| | of this ame | |
| | | a total of \$ 7,500,000.00 |
| endix A, General Con ge goes into effect on | ditions, It March 1, | em 15, Contract Extension, this contract is hereby placed in Month to , 2018, with no contractual gap in services provided under this contract |
| he Contractor's perfor | mance un ontinues fe | ider this amendment, the State shall pay the Contractor an additional or twelve months. |
| REMAIN IN EFFECT. | nsation fo | or the Contractor's performance under this contract may not exceed |
| signed by the head of the | | agency, procurement officer or designee |
| IOR | _ | 17. CERTIFICATION: I certify that the facts herein and on supporting |
| | | documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited |
| Pate Feb 16, 201 | L8 | to cover this obligation. I am aware that to knowingly make or allow faise entries or alterations on a public record, or knowingly make or allow faise entries or alterations on a public record, or knowingly destroy, mutilate, |
| esentativo | | suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tempering with public records |
| | | punishable under AS 11.56.815820. Other disciplinary action may be taken up to and including dismissal. |
| AGENCY | | Signature of head Contracting Agency or Designee Date |
| | | Z/16/18 |
| | | Typed or Printed Name of Authorizing Official |
| Date | | |
| | 018 | Tom Mayer Title |
| | | Procurement Specialist |
| | | |
| | | |
| | V State chorage AK C State AK C | TSAIA (State Zip chorage AK 99518 D: February 29, 2016 12. Amount of this ame \$ 1.250,000,00 endix A, General Conditions, It ge goes into effect on March 1 the Contractor's performance un e event this contract continues f ment, the total compensation for REMAIN IN EFFECT. we executed this amendment. I signed by the head of the contracting TOR Date Feb 16, 2018 resentative AGENCY |

1 Agency Contract Number

2513H023

2. Solicitation Number

6. Amendment No.

RFP 2513H023

3. Optional Renewal? No

Years remaining _____

5. Agency Assigned Encumbrance Number

4. Financial Coding

STATE OF ALASKA

| Inc. | | | | | SEVEN |
|---|--|---|---|--|---|
| This agreement is between the Stat | e of Alaska, | | | | |
| 7. Department of Transportation and Public Facilit | lies | TSAIA | | Division | hereafter the State, and |
| 8. Contractor | | | | | |
| NANA Management Services | | | | | hereafter the Contractor |
| Mailing Address | City | State | Zip | Phone | Email |
| 800 East Dimond Blvd, Ste 3-450 | Anchorage | AK | 99515 | 907-273-24 | 416 Rachel.Ward@mnusa.com |
| 9. Original period of performance | | | | 10. Amended period of per | |
| FROM: March 1, 2013 11. Previous amount of contract to c | TO: Februa | | | FROM: March 1, 2013 | |
| \$ 7 <u>.500,000.00</u> | | 12. Amount o \$ 65,71 | 0.08 | | This amended contract shall not exceed a total of \$ <u>7.565,710,08</u> |
| Hourly Rate is \$29 12 Hour Rate is \$3 24 Hour Rate is \$7 Monthly Rate is \$2 In full consideration exceed amount of the second second | .44. 53.28 06.56 1,903.36 (Base n of the Contra his contract is mendment, the CIONS REMAIN reto have execute | d on a 31 day m actor's perfor hereby increa total compe IN EFFECT. d this amendment | onth) mance und ased by \$6: nsation for | der this amendment and th 5,710.08. • the Contractor's perform | officers at the billing rates seen below: he rates provided above, the total not to hance under this contract may not exceed |
| 15. CON | TRACTOR | | | | and the the fact fact |
| Name of Firm | | | | documents are correct, th | certify that the facts herein and on supporting at this voucher constitutes a legal charge against |
| NANA Management Services, | LLC. | | | this obligation, or that the | cited, that sufficient funds are encumbered to pay re is a sufficient balance in the appropriation cited |
| Signature of Authorized Representati Matthew W. Daggett | ve | Dete Jun 18 | 8, 2018 | to cover this obligation. I entries or alterations on a | am aware that to knowingly make or allow false public record, or knowingly make or allow false public record, or knowingly destroy, mutilate, |
| Typed or Printed Name of Authorized | Representative | | | suppress, conceal, remov | e or otherwise impair the verity, legibility or |
| Matthew W. Daggett | | | | punishable under AS 11.5 | ord constitutes tampering with public records 8.815820. Other disciplinary action may be |
| President | | | | taken up to and including | dismissal. |
| 16. CONTRAC | TING AGENCY | | | Signature/of Head Contracti | ng Agency or Designee Date |
| Department/Division | TING AGENOT | | - | bha | 6/19/18 |
| TSAIA | | | | Typed or Printed Name of A | uthorizing Official |
| Signature of Project Director | 1 | Date | | Tom Mayer | • |
| Twi Milill | | 6-19- | 2014 | Title | |
| Typed or Printed Name of Project Dire | octor | | 0.0 | Procurement Specialist | |
| Terri Tibbe | | | | Treenement apecialist | |
| itle Airport Operations Manager | | | | | |

| | | | | | | 2513 | ncy Contract Number 3H023 citation Number |
|---|------------------|-----------------|----------------------|-------------------------------|------------------|---------------------------|--|
| | | | | | | and the second second | P 2513H023 |
| | | | | | | 101 - FACES | onal Renewal? No |
| | | | | | | | s remaining |
| 5 | STATE O | F ALAS | KA | | | 4. Finar | nclal Coding |
| AMENDMENT TO F | ROFESS | IONAL SE | ERVICE | S CONTR | ACT | 5. Agen | ncy Assigned Encumbrance Number |
| | | | | | | 6. Amer | ndment No |
| | | | | | | Eigh | at |
| This agreement is between the State | e of Alaska, | | | | | | |
| 7. Department of Transportation and Public Facility | ics | TSAJA | | Division | | hereafte | er the State, and |
| 8. Contractor NANA Management Services | | | | | | hereafte | er the Contractor |
| Mailing Address | City | State | Zip | | Phone | | Email |
| 800 E Dimond Blvd Ste 3-450 | Anchorage | AK | 99515 | | 907-273-24 | 416 | gordon.ramsey@nmsusa.com |
| 9. Original period of performance | | | | 10. Amended | period of per | formanc | |
| FROM: March I, 2013 | TO: Februa | ary 29, 2016 | | FROM: N | larch 1, 2013 | J | TO: On Month to Month |
| 11 Previous amount of contract to d \$ 7,565,710.08 | ate: | 12. Amount o | of this amen | idment: | | | amended contract shall not exceed tal of \$ 7,565,710.08 |
| This amendment serves to Reduce the hours for amendment. The total compensation | or the vendor i | inspection po | sition from | n 24/7/365 to | | | upon the final execution of this eed <u>\$7,565,710.08.</u> |
| ALL OTHER TERMS AND CONDIT IN WITNESS WHEREOF the parties her NOTICE!: This amendment has no effe | eto have execute | d this amendmen | ni. contracting a | agency, procur e m | ent officer or a | lesignee. | |
| 15. CON1 | RACTOR | | | 17. CERTI | FICATION: I | certify th | hat the facts herein and on supporting |
| Name of Firm NANA Management Services, I | LC. | | | funds and ap | propriations | at this vo cited, that | oucher constitutes a legal charge against at sufficient funds are encumbered to pay ufficient balance in the appropriation cited |
| Signature of Authorized Bassanania | | Data | | | | | the that to knowledly make or allow false |

10 97

| 15. CONTRACTOR | | 17. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited |
|--|--------------------|--|
| Name of Firm NANA Management Services, LLC. | | |
| Signature of Authorized Representative Matthew W. Daggett | Oct 11, 2018 | to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, |
| Typed of Printed Name of Authorized Representative Matthew W. Daggett | | suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815820. Other disciplinary action may be taken up to and including dismissal. |
| President | | |
| 16 CONTRACTING AGENCY | | Signature of Head Contracting Agency or Designee Date |
| Department/Division TSAIA | | |
| Signature of Project Director | Date 10-12-2018 | Tom Mayer Tille |
| Typed or Printed Name of Project Director Terri Tibbe | | Procurement Specialist |
| Title Airport Operations Manager | | |