

STATE OF ALASKA REQUEST FOR PROPOSALS



Armed Security Management Services for Office of Children's Services in Fairbanks and Kenai

RFP 190000019

ISSUED DECEMBER 21, 2018

The State of Alaska Department of Health and Social Services, Office of Children Services (OCS) is soliciting proposals for a contractor to provide armed security guard services for the Fairbanks and Kenai Field Offices.

ISSUED BY:

DEPARTMENT OF HEALTH & SOCIAL SERVICES
DIVISION OF FINANCE & MANAGEMENT SERVICES

PRIMARY CONTACT:

DOUG STANDERWICK
PROCUREMENT OFFICER
DOUG.STANDERWICK@ALASKA.GOV

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

TABLE OF CONTENTS

SECTION 1. INTRODUCTION AND INSTRUCTIONS	4
SEC. 1.01 PURPOSE OF THE RFP	4
SEC. 1.02 BUDGET.....	4
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS.....	4
SEC. 1.04 MINIMUM QUALIFICATIONS.....	4
SEC. 1.05 REQUIRED REVIEW	5
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS.....	5
SEC. 1.07 RETURN INSTRUCTIONS	5
SEC. 1.08 PROPOSAL CONTENTS	6
SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY.....	7
SEC. 1.10 AMENDMENTS TO PROPOSALS.....	7
SEC. 1.11 AMENDMENTS TO THE RFP.....	8
SEC. 1.12 RFP SCHEDULE	8
SEC. 1.13 PRE-PROPOSAL CONFERENCE	8
SEC. 1.14 ALTERNATE PROPOSALS.....	8
SEC. 1.15 NEWS RELEASES.....	8
SECTION 2. SCOPE OF WORK & CONTRACT INFORMATION	9
SEC. 2.01 BACKGROUND INFORMATION	9
SEC. 2.02 SCOPE OF WORK	9
SEC. 2.03 CONTRACT TERM AND WORK SCHEDULE.....	11
SEC. 2.04 DELIVERABLES.....	11
SEC. 2.05 CONTRACT TYPE.....	14
SEC. 2.06 PROPOSED PAYMENT PROCEDURES	14
SEC. 2.07 CONTRACT PAYMENT	14
SEC. 2.08 LOCATION OF WORK.....	15
SEC. 2.09 SUBCONTRACTORS.....	15
SEC. 2.10 JOINT VENTURES	15
SEC. 2.11 RIGHT TO INSPECT PLACE OF BUSINESS	15
SEC. 2.12 CONTRACT PERSONNEL	15
SEC. 2.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	15
SEC. 2.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	16
SEC. 2.15 NONDISCLOSURE AND CONFIDENTIALITY	16
SEC. 2.16 INSURANCE REQUIREMENTS.....	17
SEC. 2.17 TERMINATION FOR DEFAULT.....	17
SEC. 2.18 INFORMAL DEBRIEFING	17
SECTION 3. PROPOSAL FORMAT AND CONTENT	18
SEC. 3.01 PROPOSAL FORMAT AND CONTENT	18
SEC. 3.02 INTRODUCTION	18
SEC. 3.03 MANAGEMENT PLAN FOR THE PROJECT	18
SEC. 3.04 EXPERIENCE/QUALIFICATIONS/TRAINING	18
SEC. 3.05 POST ORDERS/PROCEDURES/REPORTING.....	19
SEC. 3.06 COST PROPOSAL.....	19
SEC. 3.07 EVALUATION CRITERIA	19
SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION	20
SEC. 4.01 MANAGEMENT PLAN FOR THE PROJECT (50 POINTS)	20

SEC. 4.02	EXPERIENCE/QUALIFICATIONS/TRAINING (300 POINTS)	20
SEC. 4.03	POST ORDERS/PROCEDURES/REPORTING (150 POINTS).....	21
SEC. 4.04	CONTRACT COST (400 POINTS)	21
SEC. 4.05	ALASKA OFFEROR PREFERENCE (100 POINTS)	21
SECTION 5.	GENERAL PROCESS INFORMATION	22
SEC. 5.01	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	22
SEC. 5.02	SITE INSPECTION	22
SEC. 5.03	CLARIFICATION OF OFFERS	22
SEC. 5.04	DISCUSSIONS WITH OFFERORS.....	23
SEC. 5.05	EVALUATION OF PROPOSALS	23
SEC. 5.06	CONTRACT NEGOTIATION	23
SEC. 5.07	FAILURE TO NEGOTIATE.....	24
SEC. 5.08	OFFEROR NOTIFICATION OF SELECTION.....	24
SEC. 5.09	PROTEST	24
SEC. 5.10	APPLICATION OF PREFERENCES	25
SEC. 5.11	ALASKA BIDDER PREFERENCE	25
SEC. 5.12	ALASKA VETERAN PREFERENCE	26
SEC. 5.13	ALASKA OFFEROR PREFERENCE	26
SEC. 5.14	FORMULA USED TO CONVERT COST TO POINTS.....	26
SEC. 5.15	EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES.....	27
SECTION 6.	GENERAL LEGAL INFORMATION	28
SEC. 6.01	STANDARD CONTRACT PROVISIONS	28
SEC. 6.02	PROPOSAL AS A PART OF THE CONTRACT.....	28
SEC. 6.03	ADDITIONAL TERMS AND CONDITIONS	28
SEC. 6.04	HUMAN TRAFFICKING	28
SEC. 6.05	RIGHT OF REJECTION.....	28
SEC. 6.06	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	29
SEC. 6.07	DISCLOSURE OF PROPOSAL CONTENTS	29
SEC. 6.08	ASSIGNMENT.....	29
SEC. 6.09	DISPUTES	29
SEC. 6.10	SEVERABILITY.....	30
SEC. 6.11	SUPPLEMENTAL TERMS AND CONDITIONS	30
SEC. 6.12	FEDERAL REQUIREMENTS.....	30
SEC. 6.13	CONTRACT INVALIDATION	30
SEC. 6.14	SOLICITATION ADVERTISING	30
SECTION 7.	ATTACHMENTS.....	31
SEC. 7.01	ATTACHMENT 1 - COST PROPOSAL	32
SEC. 7.02	ATTACHMENT 2 - CERTIFICATION REGARDING DEBARMENT.....	33
SEC. 7.03	OFFEROR'S CHECKLIST.....	35
SEC. 7.04	ATTACHMENT 4- PROPOSAL EVALUATION FORM	36
SEC. 7.05	ATTACHMENT 5- STANDARD AGREEMENT FORM (WITH APPENDICES)	42

SECTION 1. INTRODUCTION AND INSTRUCTIONS

Sec. 1.01 Purpose of the RFP

The State of Alaska Department of Health and Social Services, Office of Children Services (OCS) is soliciting proposals for a contractor to provide armed security guard services for the Fairbanks and Kenai Field Offices.

Sec. 1.02 Budget

OCS estimates a budget of \$201,000.00 for the full contract term (2/11/2019-6/30/19). Cost proposals priced in excess of the full budgeted amount will be deemed non-responsive.

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

Sec. 1.03 Deadline for Receipt of Proposals

Proposals must be received no later than 2:00 pm prevailing Alaska Time on January 14, 2019

Sec. 1.04 Minimum Qualifications

In order for offers to be considered responsive, offerors must meet the following minimum requirements. Please ensure start and end dates (month and year) are indicated, and that experience is detailed sufficiently to ensure verification of all aspects of the minimums below:

COMPANY:

1. The contractor must have been in business as a security guard firm for a minimum of three years within the last five years.
2. Offerors must provide a copy of their 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. In signing and submitting a proposal, offeror certifies that all security guards utilized under this contract are licensed in accordance with 13 AAC 60.
3. Offerors must provide a statement that all guards working under the resulting contract must meet the following criteria:
 - A. Quality and experience of the security guard and the service provided will be a critical element of the contract. All security guards must have a minimum 5 years prior state or large municipality law enforcement experience, which must be between the years 2018 – 2008
 - B. Security guards must be trained in crisis intervention and de-escalation procedures.
 - C. Due to a potential conflict of interest Guards may not have a personal history of working directly or indirectly with OCS staff and offices within the last (10) years.

An offeror's failure to provide enough information to verify meeting these minimum requirements will cause their proposal to be considered non-responsive and to be rejected accordingly.

Sec. 1.05 Required Review

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

Sec. 1.06 Questions Prior to Deadline for Receipt of Proposals

Questions must be submitted in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Questions must be received no later than January 4, 2019.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. Other questions may be more complex and may require a written amendment to the RFP.

The procurement officer will make that decision. All questions are requested in writing to the below:

Procurement Officer: Doug Standerwick
doug.standerwick@alaska.gov
Phone 907.465.1621

Sec. 1.07 Return Instructions

Email Submission

The preferred method of response submission to this solicitation is via email, sent to the following address:

hss.procurement.proposal@alaska.gov

The email submission must contain the RFP number in the subject line. In the body of the email, please indicate the Procurement Officer's name, the Offeror's name, the number of attachments, and the names of the attachments being submitted.

When submitting a proposal via email, the technical proposal and cost proposal must be saved as separate, clearly labeled PDF documents, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). 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 proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes; each email must be complying with the requirements above. Please also include an indication of multiple email submissions (1 of 2, 2 of 2, etc).

It is the offeror's responsibility to ensure that the Procurement Officer has received the proposal in full, prior to the deadline. The Procurement Officer will respond to the email to confirm receipt. If you do not receive a

confirmation, it is your responsibility to contact the Procurement Officer to confirm. The State is not responsible for lost, unreadable, or corrupt emails, or missing attachments.

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

Paper Submission

If submitting a proposal by mail, Offerors must submit one hard copy of their proposal, to the procurement officer, in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified.

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

Department of Health and Social Services
Division of Finance and Management Services
Attention: Doug Standerwick, Procurement Officer
RFP Number: 190000019
RFP Title: Armed Security Management Services for OCS in Fairbanks and Kenai

If mailing via US Mail, please use the following address:

PO Box 110650
Juneau, AK 99811-0650

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

333 Willoughby – Suite 760
Juneau, AK 99801

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

Faxed proposals will not be accepted. Oral proposals will not be accepted.

Sec. 1.08 Proposal Contents

The following information must be included in all proposals:

(a) Authorized Signature

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

(b) Offeror's Certification

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

- a. the laws of the State of Alaska;
- b. the applicable portion of the Federal Civil Rights Act of 1964

- c. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e. all terms and conditions set out in this RFP;
- f. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- g. that the offers will remain open and valid for at least 90 days; and
- h. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

(c) Vendor Tax ID

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

(d) Conflict of Interest

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

(e) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Each proposal must include a signed certification form, see Section 7: Attachments.

Sec. 1.09 Assistance to Offerors with a Disability

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

Sec. 1.10 Amendments to Proposals

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

Sec. 1.11 Amendments to the RFP

If an amendment is issued, it will be posted directly to the solicitation on the VSS Portal and on the Alaska Online Public Notices. All vendors who have registered with the procurement officer will receive direct notification of the amendment.

Sec. 1.12 RFP Schedule

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

- Issue RFP on December 21, 2018
- Deadline for receipt of questions on January 4, 2019
- Deadline for receipt of proposals on 2:00 pm Alaska Time January 14, 2019
- Proposal Evaluation Committee completes evaluation by January 22, 2019
- State of Alaska issues Notice of Intent to Award a Contract by January 24, 2019
- State of Alaska issues contract award by February 4, 2019
- Contract begins February 11, 2019

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

Sec. 1.13 Pre-Proposal Conference

A pre-proposal conference will not be held for this solicitation. Interested parties may submit questions in writing per RFP Section 1.06.

Sec. 1.14 Alternate Proposals

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

Sec. 1.15 News Releases

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

Section 2. Scope of Work & Contract Information

Sec. 2.01 Background Information

The State of Alaska, Department of Health and Social Services, Office of Children Services (OCS), occupies office space in leased and state owned facilities throughout Alaska.

The Mission of OCS involves working in partnership with families and communities to support the well-being of Alaska's children and youth. Services enhance the families' capacities to give their children a healthy start, to provide them with safe and permanent homes, to maintain cultural connections, and to help them realize their potential.

Providing a safe, family friendly and inviting environment is crucial to the positive success OCS fosters to its employees and clients.

This is a short term contract that is intended to provide security for two OCS office locations while a long term solicitation is developed for various OCS offices statewide.

Sec. 2.02 Scope of Work

The intent of this contract is to protect the State, State employees, agency customers, property, equipment, and facilities from unauthorized access, loss, theft, personal injury, and vandalism.

The Contractor shall provide armed security guard service for the surveillance and protection of the State against fire, theft, pilferage, malicious injury, and destruction. One armed security guard with concealed weapon shall be dressed in a soft uniform for roving patrol and posted at the OCS main lobby entrance at the locations listed below.

- a. Fairbanks, 751 Old Richardson Highway #300
67 employees
- b. Kenai: 145 Main Street Loop #100
22 employees

State's Responsibilities

OCS on site point of contact (POC) will monitor the performance of the contractor, and provide general guidance in coordinating efforts in certain situations such as; emergency evacuations, fire drills, bomb threat response plans, intervention in disputes and illegal activities occurring on premises, interactions of disorderly or intoxicated persons and vagrants, the checking and maintaining proper security of doors, windows and the areas of entrance and egress and notification procedures for any property damage or graffiti noted while on patrol.

The State has the option, in its sole discretion to reduce or add additional work or scope or any task or subtask called for under this contract.

The State of Alaska reserves the right to review resumes, interview and approve hiring of security guards for this contract. The State of Alaska also reserve the right to request dismissal of any security guard from performing State security service under this contract who is found in violation of the security guard procedures or who is acting in a manner unacceptable to the State of Alaska. No advanced notification is required.

Contractor & Guard Prerequisites

COMPANY:

1. The contractor must have been in business as a security guard firm for a minimum of 3 years since 20013.
2. In order for their proposals to be deemed responsive, offerors must provide a copy of their 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. In signing and submitting a proposal, offeror certifies that all security guards utilized under this contract are licensed in accordance with 13 AAC 60.

GUARD:

1. Quality and experience of the security guard and the service provided will be a critical element of the contract. Security guard must have a minimum 5 years prior state or large municipality law enforcement experience, which must be between the years 2018-2008.
2. Guards must be trained, experienced, physically, and mentally able to react effectively in enforcing order curbing violence, protecting visitors, and employees from bodily injury or harassment and preventing theft and damage of property.
3. Guards are present to deter acts of violence, respond to emergencies, and help ensure the safety of building occupants and visitors.
4. Guards must have excellent customer service and communication skills and be able to work with diverse people, including those whose first language is something other than English, in a polite, professional, and non-threatening manner, unless the situation warrants otherwise.
5. The State requires the ability (through resumes and interviews, etc.) to approve all guards experience and qualification on an individual basis to ensure guards meet the prerequisite requirements as outlined in this document.
6. Guards will be required to complete a thorough back ground clearance through the State of Alaska, Department of Public Safety annually and submit to the OCS POC for review and approval.
7. Due to a potential conflict of interest Guards may not have a personal history with working directly or indirectly with OCS staff and offices within the last (10) years.
8. The Security Company shall, conduct unannounced annual drug screening of security guards assigned to this facility and provide proof to the OCS POC.

Contractor Responsibilities and Duties Summary

GENERAL INTENT AND PURPOSE:

First and foremost the State seeks to increase and ensure the safety of employees within the building and for those that may be there as visitors. The presence of a guard in the lobby entrance is intended to serve as a deterrent to individuals seeking to threaten or harm employees or the physical space. If necessary, the guard will help to deescalate and mitigate the impacts of incidents experienced and provide immediate direction to building occupants on how to respond and secure the building as warranted. The State serves a diverse population who are often experiencing high emotions, grief, and anger that may be directed towards staff. However, the purpose

of our engagement is to facilitate their success and ability to safely parent their children and to that end we seek to foster positive relationships, encourage frequent communication in person and by phone, and create an atmosphere where they are treated with positive regard by all State representatives.

LOCATION:

Main lobby entrance, exterior of building, interior space, and adjacent parking lots.

- a. HOURS OF OPERATION: 8:00 am to 5:00 pm hours Monday through Friday (excluding State holidays). Additionally after hours guard service may be required as requested by the OCS POC. Services shall be billed at an hourly rate. SCHEDULED BREAKS:
 - i. 10:00 am to 10:15 am - Break
 - ii. 12:00 pm to 1:00 pm - Lunch
 - iii. 3:00 pm to 3:15 pm - Break

UNIFORM

Soft Uniform: Dark blazer, button shirt, tie, dark trousers. A breast badge must be worn on the lapel pocket at all times while on the property.

WEAPON

Holstered concealed firearm: Glock 40 caliber is recommended. Guard must qualify with the weapon he or she carries while on duty.

EQUIPMENT & SUPPLIES

- a. Each guard shall be equipped with: Firearm, radio, flashlight, smart phone with email, text and camera features,
- b. Provided supplies include: visitor logs, megaphone, traffic vest, security hour logs, digital camera.
- c. OCS Staff: Guard company shall provide (3) radios for on-site staff to communicate with Guards while on duty.

**NOTE: All items to be provided by contractor at its sole expense.

Sec. 2.03 Contract Term and Work Schedule

The contract term will run from February 11, 2019 through June 30, 2019.

Sec. 2.04 Deliverables

Contractor General Responsibilities & Duties

1. Monitor all pedestrians (employees, visitors, etc.) entering the OCS space of the building to ensure access control and security of the facility.
2. As requested by OCS staff, provide escort service to and from staff personal and State vehicles.

3. Officer responsible for making a daily check to ensure all equipment is accounted for and in proper working order. If a piece of equipment is not functioning properly, report it to your Supervisor.
4. If a prohibited item or dangerous weapon is detected, local police should be notified. In all cases where a threat to life is perceived, local police must be notified immediately.
5. Establish patrol routes to ensure adequate coverage. Patrols should be varied, so as to avoid creating a pattern, but must include all areas of the building and surrounding area. It is understood that the guard is expected to be continuously on patrol throughout the shift or performing other security related functions covered by this contract.
6. Regular patrols are expected to result in resolving minor disputes and disturbances, answering questions, assisting members of the public, and stopping improper or inappropriate behavior. The guard must confront individuals attempting to gain unauthorized access to restricted areas and State vehicles or State employee vehicles and take needed necessary action. To ensure all state vehicles are locked at all times.
7. The guard must investigate any unusual or suspicious activity and respond to telephone calls requesting assistance from any State employee. Guards may detain a person or persons until the police respond.
8. The contractor shall not change any of its terms, conditions and specifications unless the contractor receives written approval from the OCS POC.
9. The contractor, or his authorized representative, may be required to meet periodically with the State to discuss the services and make amendments or change in procedures and operations as may be found necessary.
10. The contractor shall be responsible for turning into a designated place (as determined by the OCS POC) all articles found by its employees in or near the premises, lost and found.
11. The contractor shall provide all proper safeguards and shall assume all risks in performing the work for which it is responsible.
12. The contractor shall own, maintain and provide all necessary uniforms and accessories consistent with duties, to include foul weather gear for its employees.
13. The contractor shall render full and complete management services for its personnel while on duty at the facility. The State will not be responsible for lost, stolen or misplaced guards' or contractor's property. The facility will provide limited space for storage of foul weather gear.
14. The contractor must provide written proof that all guards assigned to this contract completed safety courses proficiency with a handgun. Participation in a semiannual qualification course must be documented and furnished to the Procurement Officer and OCS POC for all guards during their assignment.
15. The contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment furnished for official State use.
16. The contractor is not permitted to issue news release or discuss with media any aspect of the services being provided under this contract without the prior written consent of the OCS POC. Any such requests will be referred to the OCS POC.
17. The contractors must sign written statements referencing their understanding and requirement to keep confidential the names, details, and other information they may observe or hear or be told during the course of their duties that is protected information that may not be shared with anyone outside of OCS, unless court ordered, or required for a law enforcement investigation.
18. The contractor must perform a safety drill in coordination with the OCS Safety Officer annually.
19. The contractor must perform incident tracking related to safety and summarize in a report format, delivered to the OCS Safety Officer on a quarterly basis.

POST DUTIES & RECORD KEEPING

1. Implement general post orders.
2. Be fully knowledgeable of Rules and Regulations Building and Grounds (Posted in Officer Duty Book.)
3. The guard shall maintain a 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 guard completed the required tasks outlined in the Post Orders and/or as assigned by the OCS POC for that shift.
4. The contractor and the Statewide OCS POC will work together to establish a format for the duty log. The duty logs for each shift shall be submitted electronically, via email, at the end of each shift to the OCS POC. The contractor must maintain copies of the duty logs for the term of the contract.
5. Post and patrol duties include promoting positive public relations, access control, communications to visitors and POC as needed, and at all shift change.
6. 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 (Contractor Security Guard Procedures).
7. Identify evacuation routes.
8. The contractor to notify OCS POC on any issues as they arise in the day.

CONTRACTOR'S PERSONNEL

1. Guards performing under this contract represent the State of Alaska and must conduct themselves in a courteous and professional manner. On duty security guards must always maintain a professional presence to the public, greet visitors in a positive manner and explain, as needed, what procedures are and help facilitate that process in a way that is non-threatening and respectful.
2. Contractor's employee appearance, attitude, courtesy, job knowledge and training are influential in creating a favorable image.
3. Contractor's supervisory personnel shall make random unannounced inspection on various shifts. Documentation of a minimum three visits per calendar month must be submitted with monthly invoices.
4. Be capable employee thoroughly trained and qualified in the work assigned to them.
5. Be a citizen of the United States or must hold a current US Resident Alien card as issued by the U.S. Department Justice and Naturalization Services.
6. Have the ability to read, write and speak English to conduct prescribed armed guard services. Have good verbal communication skills.
7. Report and sound appropriate alarms for any fire or disorder on or adjacent to the facility.
8. Call for local law enforcement assistance prior to investigating actual or indicated violations, assist in and apprehend and hold all violators with and for local law enforcing agencies.
9. Capability to move quickly, if necessary. Able to maintain long periods of sitting and staying on their feet for the majority of the shift. Be physically able to do their assigned work.
10. Able to perform frequent and regular patrol of specific buildings and parking areas.
11. Able to handle stressful situations and deal with limited verbal and physical confrontations.
12. Cooperate with all military, local police and fire department, State Troopers and other personnel who have proof of identification and validity of purpose.
13. Carry his or her State of Alaska, Armed Security Guard photo ID card has published by the Department of Public Safety. at all items while on duty under this contract and present it to the OCS POC upon request
14. Shall only resort to physical force against any person in self-defense.

15. Shall have knowledge of any intrusion devices, surveillance cameras, alarms, etc. within the facility. The guard shall have knowledge of the fire alarm system locations, fire hydrants, fire extinguishers.
16. Observe all employees and visitors entering and exiting the premises.
Armed guards assigned to duty by the contractor shall have firearms permit issued, according to law. Such permits are not transferrable from one guard to another. As new personnel are added; proof of permits must be submitted to the OCS POC.
17. Armed guards must have required permits to carry side arms. Weapons and ammunitions utilized in performance of services under this contract must be carried into and out of the facility. There are no provisions for storing weapons / ammo on the premises.
18. Armed guards shall carry firearms at all times while on duty (100%), and at no time is the weapon to be visible. Firearms are defined as holster carried sidearm/handgun. Shotgun or rifle is prohibited. In the event guard personnel fail to comply 100% of the time with this requirement, the guard will be relieved immediately from assignment on the contract.
19. Armed guards for this contract shall have valid firearm permits at the time the bid is submitted and remain valid throughout the lifetime of the contract and/or employment.
20. If it becomes necessary for the contractor to substitute a guard assigned to this post the contractor must provide a substitute guard complete qualifications and experience and obtain written approval from the OCS POC.
21. The guard must ensure the building is secure. Unlock, lock, or verify that the building has been secured in an acceptable manner and /or outlined in the Post Orders. Guards must turn off any lights that were inadvertently left on and close open windows.
22. In addition to noting any hazardous conditions or physical damage to the building and parking areas in the duty log, guards shall report in writing any such damage to the H&SS OCS on site point of contact. Such conditions include, but are not limited to, nonfunctioning lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, graffiti, vandalism, etc.
23. Monitor building surveillance cameras routinely for any suspicious activity and if noted take appropriate action.
24. Additional duties as required

Sec. 2.05 Contract Type

This contract will be a firm fixed price contract.

Sec. 2.06 Proposed Payment Procedures

The state will make payments based on a monthly payment schedule, which will be indicated in the resultant contract. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

Sec. 2.07 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Health and Social Services or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

Sec. 2.08 Location of Work

The locations the work is to be performed, completed and managed is as follows.

Fairbanks: 751 Old Richardson Highway #300, Fairbanks AK 99701

Kenai: 145 Main Street Loop #100, Kenai AK 99611

The State **will** provide workspace for the contractor for performance of security duties. Management, oversight and administration of services must be conducted at the offeror's own facility.

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

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

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

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

Sec. 2.09 Subcontractors

Subcontractors will not be allowed.

Sec. 2.10 Joint Ventures

Joint ventures will not be allowed.

Sec. 2.11 Right to Inspect Place of Business

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

Sec. 2.12 Contract Personnel

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

Sec. 2.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director

may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

Sec. 2.14 Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

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

Sec. 2.15 Nondisclosure and Confidentiality

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. See Appendix E of the Standard Agreement Template, in Section 7: Attachments, for the state's HIPAA Business Associate Agreement (BAA). The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is

permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

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

Sec. 2.16 Insurance Requirements

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

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

Offerors must review form Appendix B in the Standard Agreement Template (Section 7.06), for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in Appendix B must be set out in the offeror's proposal.

Sec. 2.17 Termination For Default

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work. This clause does not restrict the state's termination rights under the contract provisions (Appendix A of the Standard Agreement Template), attached in Section 7.06.

Sec. 2.18 Informal Debriefing

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

Section 3. Proposal Format and Content

Sec. 3.01 Proposal Format and Content

In preparing a proposal response, all narrative portions should be straightforward, detailed, and precise. Do not simply restate or paraphrase information in this RFP. The Department of Health and Social Services will determine the responsiveness of a proposal by its quality, not its volume or packaging.

Proposals will be limited to a total of no more than 50 pages (with no smaller than 11 pt font), including attachments such as resumes of project staff. The Cost Proposal will not be included in the page limit.

Sec. 3.02 Introduction

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

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

Sec. 3.03 Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

Sec. 3.04 Experience/Qualifications/Training

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide resumes for individuals that would be assigned to work on the contract established from this RFP. Describe the training requirements of the company and how those requirements meet the State's requirements in this RFP.

Explain how your company's and the individual guard assigned to the contract experience and qualifications qualify it to provide the services required by this RFP.

Provide references, including name and telephone number that will verify offerors experience and qualification.

Offerors must provide evidence within their proposal that they meet the minimum qualifications specified in Section 1.04 Minimum Qualifications along with any certifications and credentials referenced in the resume or their proposal may be found non-responsive and may be rejected.

Sec. 3.05 Post Orders/Procedures/Reporting

Offerors must provide a copy of their company's post orders and reporting procedures. The post orders and reporting procedures must:

Describe the offeror's procedures for making citizen arrests for common types of crimes or misdemeanors that commonly occur on private or controlled public access property, such as criminal trespass incidents.

Describe the offeror's methods for handling bomb threats, discovery of medical related incidents, intervening in minor disturbances, and observance of illegal activities, detection of unsecured doors and windows, and interaction with vagrants.

Describe the offeror's general patrol procedures.

Describe the offeror's procedures for the recognition and use of "the force necessary in relation to the crime."

Provide a copy of a sample daily duty log as required in the Scope of Work for this solicitation. Indicate if the offeror is capable of electronic delivery of such reports. Electronic Delivery is a mandatory requirement.

Sec. 3.06 Cost Proposal

Offerors must complete the Cost Proposal, included in Section 7.01, as instructed. The Cost Proposal must be attached separately from the body of the technical proposal and no reference to cost should be included in the technical proposal.

Sec. 3.07 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section 4: Evaluation Criteria and Contractor Selection.

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

Section 4. Evaluation Criteria and Contractor Selection

The total number of points used to score this proposal will be 1000

Sec. 4.01 MANAGEMENT PLAN FOR THE PROJECT (50 POINTS)

Proposals will be evaluated against the questions set out below:

- a) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- b) How well is accountability completely and clearly defined?
- c) To what degree is the proposal practical and feasible?
- d) To what extent has the offeror identified potential problems?

Sec. 4.02 EXPERIENCE/QUALIFICATIONS/TRAINING (300 POINTS)

Proposals will be evaluated against the questions set out below:

2) *Questions regarding the personnel:*

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) Do the individuals meet or exceed the prerequisite requirements?
- d) Do the individuals demonstrate a capability of working at this unique location providing a safe, family friendly environment?

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

- a) How successful is the general history of the firm regarding timely and successful completion of contracts?
- b) How well did the offeror's references rate the offeror?
- c) How well has the offeror explained how their experience and qualifications qualify it to provide the needed services?
- d) Is the organization of the company clear?
- e) How well does the management plan illustrate the lines of authority and communication?
- f) How well does the offeror's training requirements meet the State's requirements?

Sec. 4.03 POST ORDERS/PROCEDURES/REPORTING (150 POINTS)

Proposals will be evaluated against the questions set out below:

- a) How well does the offeror describe the firm's procedures for making citizen arrests and the training methodologies for making such arrests? How comprehensive are the offeror's procedures and training for the recognition and use of the "the force necessary" in relation to the crime?
- b) Are the procedures for handling bomb threats, discovery of medical related incidents, intervening in minor disturbances, and observance of illegal activities, detection of unsecured doors and windows, and interaction with vagrants well detailed?
- c) Is the patrol Post Orders/Procedures thorough and well thought out?
- d) How comprehensive is the daily duty log and weekly report? Has the offeror proposed electronic delivery of such reports?

Sec. 4.04 CONTRACT COST (400 POINTS)

Overall, 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 5.10.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 5.14.

Sec. 4.05 ALASKA OFFEROR PREFERENCE (100 POINTS)

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

Section 5. General Process Information

Sec. 5.01 Alaska Business License and Other Required Licenses

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Website: <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx>.

Acceptable evidence that the offeror possesses an Alaska business license may consist of any one of the following:

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

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

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

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

Sec. 5.02 Site Inspection

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer, at the state's expense, will perform the site inspections.

Sec. 5.03 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or

eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

Sec. 5.04 Discussions with Offerors

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

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

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

Sec. 5.05 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section 4: Evaluation Criteria and Contractor Selection.

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

Sec. 5.06 Contract Negotiation

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

Sec. 5.07 Failure to Negotiate

If the selected offeror:

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

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

Sec. 5.08 Offeror Notification of Selection

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

Sec. 5.09 Protest

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

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

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

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

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

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

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

Fax copies containing a signature are acceptable.

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

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

Sec. 5.10 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below:

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

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

Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Service's web site: <http://doa.alaska.gov/dgs/pdf/pref1.pdf>.

Sec. 5.11 Alaska Bidder Preference

An Alaska Bidder Preference of 5% will be applied to the price in the proposal.

The preference will be given to an offeror who:

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

- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Statement

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

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

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

Sec. 5.12 Alaska Veteran Preference

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

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

Alaska Veteran Preference Statement

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

Sec. 5.13 Alaska Offeror Preference

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

Sec. 5.14 Formula Used to Convert Cost to Points

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

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

Sec. 5.15 Examples: Converting Cost to Points & Applying Preferences

(a) Formula Used to Convert Cost to Points

STEP 1

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

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

STEP 2

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

\$40,000 lowest cost x 40 maximum points for cost = $1,600,000 \div \$42,750$ cost of proposal = **37.4**

Offeror #3 receives 33.7 points.

\$40,000 lowest cost x 40 maximum points for cost = $1,600,000 \div \$47,500$ cost of proposal = **33.7**

(b) Alaska Offeror Preference

STEP 1

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

100 (total points available in the RFP) x 10% Alaska offerors preference = 10 points for the preference

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska offerors preference.

For the purpose of this example, presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

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

STEP 3

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

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

STEP 4

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

Section 6. General Legal Information

Sec. 6.01 Standard Contract Provisions

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (including all associated appendices). This form is attached in Section 7: Attachments, for your review. The contractor must comply with all contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in the Standard Agreement Form for Professional Services must be set out in the offeror's proposal.

Sec. 6.02 Proposal as a Part of the Contract

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

Sec. 6.03 Additional Terms and Conditions

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

Sec. 6.04 Human Trafficking

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

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

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

Sec. 6.05 Right of Rejection

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

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

Minor informalities may be waived by the procurement officer. These may include informalities that:

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

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

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

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

Sec. 6.06 State not Responsible for Preparation Costs

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

Sec. 6.07 Disclosure of Proposal Contents

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

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

Sec. 6.08 Assignment

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

Sec. 6.09 Disputes

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

Sec. 6.10 Severability

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

Sec. 6.11 Supplemental Terms and Conditions

Proposals must comply with Section 6.05: Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

Sec. 6.12 Federal Requirements

The US Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, included as Attachment 5, must be completed and submitted with your proposal.

Sec. 6.13 Contract Invalidation

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

Sec. 6.14 Solicitation Advertising

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

Section 7. Attachments

Attachments:

- 1) Cost Proposal
- 2) Certification Regarding Debarment
- 3) Offeror's Checklist
- 4) Proposal Evaluation Form
- 5) Standard Agreement Form - Appendices A - E

Sec. 7.01 Attachment 1 - Cost Proposal

Cost Proposal

INSTRUCTIONS:

The purpose of the cost formula is to provide a mechanism for offerors to submit costs per year in a manner that DHSS can evaluate and score, then use to establish billing rates for the resultant contract. Please enter your costs in the spaces provided below.

Cost per Month for performance of all services as described in Section 2.04: Deliverables	\$ _____
* this is the amount that will be evaluated	

Sec. 7.02 Attachment 2 - Certification Regarding Debarment

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed by the contractor that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions must be signed along with the contract documents.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**Before completing this certification, read the instructions on the following page,
which are an integral part of the certification.**

1. The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Sec. 7.03 Offeror's Checklist

IMPORTANT NOTE TO OFFERORS: This checklist is provided to assist offerors and the Procurement Officer in addressing and/or locating specific requirements identified in the RFP for the offeror's proposal. **Offerors are to complete and return this form.** Completion of this form does not guarantee a declaration of responsiveness.

Offeror: _____

1. Per section 5.01, evidence that the offeror holds a valid Alaska business license.

Evidence is provided on page #_____.

2. Per section 1.02, the budget does not exceed **\$201,000**.

Evidence is provided on page #_____.

3. Per section 1.08 (b), provide a statement regarding Offeror's Certification.

Evidence is provided on page #_____.

4. Per section 1.08 (d), provide a Conflict of Interest statement.

Evidence is provided on page #_____.

5. Per section 1.04, evidence that the offeror meets the minimum qualifications.

Evidence is provided on page #_____

6. Per section 1.08 (a), proposal has been signed by an individual authorized to bind the offeror to the provisions of the RFP.

Evidence is provided on page #_____.

7. Per section 1.08 (e), offeror has signed and returned the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions* form.

Evidence is provided on page #_____.

Sec. 7.04 Attachment 4- Proposal Evaluation Form

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

The total number of points used to score each proposal is 1000.

Person or Firm Name: _____

Initials of Proposal Evaluation (PEC) Member: _____

Date of Review: _____

RFP Number: RFP 190000019

Evaluation Criteria and Scoring

The total number of points used to score this proposal is 1000

4.01 Management Plan for the Project—50 Points

Maximum Point Value for this Section - 50 Points

1000 Points x 5 Percent = 50 Points

Proposals will be evaluated against the questions set out below.

- [a] How well has the Offeror's management plan supported all of the contract requirements and logically lead to the services required in the RFP?

EVALUATOR'S NOTES _____

[b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 4.01 _____

4.02 Experience/Qualification/Training—300 Points

Maximum Point Value for this Section - 300 Points

1000 Points x 30 Percent = 300 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel:

[a] Do the individuals assigned to the project have experience on similar contracts?

EVALUATOR'S NOTES _____

[b]

Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the contract requires?

EVALUATOR'S NOTES _____

[c] Do the individuals meet or exceed the prerequisite requirements?

EVALUATOR'S NOTES _____

[d] Do the individuals demonstrate a capability of working at this unique location providing a safe, family friendly environment?

EVALUATOR'S NOTES _____

Questions regarding the company:

[e] How successful is the general history of the firm regarding timely and successful completion of contracts?

EVALUATOR'S NOTES _____

[f] How well did the offeror's references rate the offeror?

EVALUATOR'S NOTES _____

[g] How well has the offeror explained how their experience and qualifications qualify it to provide the needed services?

EVALUATOR'S NOTES _____

[h] Is the organization of the company clear?

EVALUATOR'S NOTES _____

[i] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES _____

[j] How well does the Offeror's training requirements meet the State's requirements?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 4.02 _____

4.03 Post Orders/Procedures/Reporting—150 Points

Maximum Point Value for this Section - 150 Points

1000 Points x 15 Percent = 150 Points

Proposals will be evaluated against the questions set out below.

- [a] How well does the offeror describe the firm's procedures for making citizen arrests and the training methodologies for making such arrests? How comprehensive are the offeror's procedures and training for the recognition and use of the "the force necessary in relation to the crime?"

EVALUATOR'S NOTES _____

- [b] Are the procedures for handling bomb threats, discovery of medical related incidents, intervening in minor disturbances, and observance of illegal activities, detection of unsecured doors and windows, and interaction with vagrants well detailed?

EVALUATOR'S NOTES _____

- [c] Is the patrol Post Orders/procedures thorough and well thought out?

EVALUATOR'S NOTES _____

[d] How comprehensive is the daily duty log and weekly report? Has the offeror proposed electronic delivery of such reports?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 4.03 _____

Evaluator's Combined Point Total for Sections 4.01 - 4.03: _____

The total points possible for the combined sections 4.01 – 4.03 is 500.

The remaining 500 points are allocated to cost (400), and the Alaska offeror Preference (100).

Sec. 7.05 Attachment 5- Standard Agreement Form (with Appendices)

1. Agency Contract Number	2. Solicitation Number	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 Health and Social Services	Division	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 Service: <ul style="list-style-type: none"> 2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract 2.2 Appendix B (Indemnity and Insurance) sets forth the liability and insurance provisions of this contract 2.3 Appendix C (Description of Services) sets forth the services to be performed by the Contractor 2.4 Appendix D (Payment for Services) sets forth the provision for payment 2.5 Appendix E (Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Business Associate Agreement) governs the use of Protected Health Information under this contract ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends on _____ ARTICLE 4. Considerations: <ul style="list-style-type: none"> 4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed <u>\$0,000.00</u> in accordance with the provisions of Appendix D. 			
11. Department of Health and Social Services	Attention: Contracts Support Team		
Mailing Address P.O. Box 110650, Juneau, Alaska 99811-0650	Attention: Contracts Section		
12. CONTRACTOR		14. CERTIFICATION	
Name of Firm		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 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 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division Health & Social Services /			
Signature of Project Director	Date	Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

Appendix A General Provisions

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

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

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. 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 Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional 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 Project Director and approved by the Agency Head.

Article 8. 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.

Article 9. 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.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. 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, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their 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 respective party. 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.

Appendix B²

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, 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.

2.1 Workers' Compensation Insurance: The Contractor will provide a letter stating that they work independently; therefore have no need to carry Workers Compensation coverage.

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 claim.

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 claim.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement.

Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$ 300,000 per Claim / Annual Aggregate
\$ 100,000 - \$499,999	\$ 500,000 per Claim / Annual Aggregate
\$ 500,000 - \$999,999	\$1,000,000 per Claim / Annual Aggregate
\$ 1,000,000 or over	Refer to Risk Management

Appendix C

Description of Services

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

*First, this contract document,
Second, the RFP,
Third, the proposal.*

Appendix D

Payment for Services

Payment for services provided under this contract shall not exceed **\$0,000.00** for the period of performance of this contract.

The Contractor will submit detailed invoice(s) for services performed in accordance with Appendix C. The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

Each invoice must:

- reference the Contractor's name, address and phone number;
- reference the contract number;
- include an invoice number;
- itemize the contractual services provided during the period invoiced as described in Appendix C.

The Contractor shall submit invoices to the email address specified below no later than 30 days after the end of each month for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process.

Email invoices to:

hss.fms.contracts.invoicing@alaska.gov

(please reference the contract number in the subject line)

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract.