

INVITATION TO BID

INVITATION NUMBER 2021-2000-4676

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Corrections
Division of Administrative Services
Central Procurement Office
PO Box 112000
(802 3rd St. Room 221, Douglas, AK 99824)
Juneau, Alaska 99811-2000

THIS IS NOT AN ORDER DATE ITB ISSUED: Sept 25, 2020

ITB TITLE: Contract for Unarmed Security Guard Service at Palmer Correctional Center in Palmer, Alaska.

SEALED BIDS MUST BE SUBMITTED TO THE DIVISION OF ADMINISTRATIVE SERVICES OFFICE FROM WHICH THEY WERE ISSUED AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO Oct 16, 2020, 2:00 PM, Alaska Time AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

LOCATION: Palmer Correctional Center

START DATE: December 1, 2020 through February 28, 2021 with 7 three-month renewal options.

FOB POINT: FINAL DESTINATION

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

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

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

If a bidder fails to comply with (1) at the time designated in the ITB for opening the State will reject the bid. If a bidder fails to comply with (2) of this paragraph, the State may reject the bid, terminate the contract, or consider the contractor in default.

<hr/>		DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE?
<hr/>		[] YES [] NO
JOSHUA SMITH Procurement Specialist/Contracting Officer	COMPANY SUBMITTING BID	SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY.
TELEPHONE NUMBER 907-465-3338	AUTHORIZED SIGNATURE	
FAX NUMBER 907-465-2006	PRINTED NAME	
TDD NUMBER 907-465-3274	DATE	
	ALASKA BUSINESS LICENSE NUMBER	FEDERAL TAX ID NUMBER
		TELEPHONE NUMBER

INSTRUCTIONS TO BIDDERS:

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

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

Bidder's Return Address

(USPS Mailing Address)
Alaska Department of Corrections
Central Procurement Office
P.O. Box 112000
Juneau, AK. 99811-2000

(OR)

(Physical Address)
Alaska Department of Corrections
Central Procurement Office
802 3rd St. Suite 224
Douglas, Alaska 99824

ITB No: 2021-2000-4676

Opening date: 2:00 pm (Alaska Time), Oct 16, 2020

ELECTRONIC BID SUBMISSION: Bids may be emailed to doc.procurement@alaska.gov, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format for the ITB document and Microsoft Excel for the bid schedule. Please note that the **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907) 465-3338 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

FAX BID SUBMISSION: Bids may be faxed to (907) 465-2006, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids. It is the bidder's responsibility to contact the issuing office at (907) 465-3338 to make arrangements prior to faxing the bid and to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

LATE BIDS: Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.

BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

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

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;

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

EXTENSION OF PRICES: In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

QUESTION PERIOD: Bidders will be permitted to contact the contract administrator to answer questions regarding the ITB up until Oct 6th, 2020. Any questions sent after this time period will not be furnished a response. All questions must be submitted in writing to Joshua.smith2@alaska.gov

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

METHOD OF AWARD: Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items within each lot presented by this ITB.

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

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

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

BRAND AND MODEL OFFERED: Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the state to consider the offer non-responsive and reject the bid.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non- responsiveness.

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

ANNOTATED LITERATURE: Bidders must annotate their product literature to identify for the state the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the service of unarmed guard security service contract for the Department of Corrections, Division of Institutions, Palmer Correctional Center (PCC) in Palmer, Alaska. The contractor will provide two (2) licensed, uniformed, patrol vehicles, unarmed guard services for the Department of Corrections (DOC) at PCC. Services are required to provide 24-hours a day, seven (7) days a week including holidays. This contract will be a period of three (3) months with seven (7) three-month renewal options as Palmer Correctional Center is being reopened and the schedule of completion is at this time unknown.

CONTRACT PERIOD: From date of award through February 28, 2021, with the option to renew for seven (7) additional three-month periods under the same terms and conditions as the original contract. Renewals to be exercised at the sole discretion of the state.

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

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

CONTRACT CANCELLATION: The State reserves the right to cancel the contract at its convenience upon 30 calendar days written notice to the contractor. The State also reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.

CONTRACT CHANGES: Any changes made to the Department of Correction's Policy and Procedures that effect the terms of this contract will be incorporated into the contract during the life of the contract. Contractor will be notified of the changes in writing, and at the time, those changes will go into effect.

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

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

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

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

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of:

Joshua Smith, Procurement Specialist III/Contracting Officer

State of Alaska Department of Corrections

P.O. Box 112000

Juneau, Alaska 99811-2000

phone (907) 465-3338

fax (907) 465-2006

Day to day ordering and invoicing is the responsibility of the ordering institution: William Kubik, william.kubik@alaska.gov, 907-301-9955

CONDITIONS:

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

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

SUITABLE MATERIALS, ETC.: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture. Material quality must also meet adequate standards of what is to be expected from the description in this ITB.

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

FIRM OFFER: For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.

CONSOLIDATION OF AWARDS: Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in “*INSTRUCTION TO BIDDERS*”, “*FILING A PROTEST*” above.

CONFLICT OF INTEREST: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if

1. the officer or employee is an employee of the administrative unit that supervises the award of this contract; or
2. the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State’s approval of an assignment will be rejected as nonresponsive.

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

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

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

CONSUMER ELECTRICAL PRODUCT: AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510- 7020, (907)269-4925.

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

GOVERNING LAW; FORUM SELECTION: A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

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

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

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

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

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

F.O.B. POINT: The F.O.B. point for all items purchased under this contract is the final destination inside the State Correctional Facilities that requested the order. This correctional facility is located in Palmer, Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the State. The State reserves the right to add additional locations whenever required.

INVOICES: Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to the ordering institutions. Contact: William Kubik, william.kubik@alaska.gov, 907-301-9955

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

Prompt Payment For State Purchases

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

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

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

SUBCONTRACTOR(S): Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license

Proof of insurance is required for the following:

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

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

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

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

ADDITIONS AND DELETIONS OF INDIVIDUAL LINE ITEMS IN THE CONTRACT: Additions and deletions of individual line items shall not be made without the expressed written approval of the Contracting Officer.

ALTERATIONS: The contractor must obtain written approval from the Contracting Officer prior to making any alterations to the specifications contained in this ITB. The State will not compensate the contractor if alterations are made without the approval of the Contracting Officer, in writing.

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of State agencies when third party financing agreements are permitted, they will not be allowed under this contract.

CONTINUING OBLIGATION OF CONTRACTOR: Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

ESTIMATED QUANTITIES: The quantities referenced in this ITB are the state's estimated requirements and may vary more or less from the quantities actually purchased. The state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the ITB. Material terms are those which could affect price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

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

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

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

- Video Footage
- State Controls and Door Codes

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, government 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.

ALTERATIONS: The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The State will not pay for alterations that are not approved in advance and in writing by the contracting officer.

ROUTINE INVOICES AND MONTHLY PAYMENTS: When work is performed, the contractor will submit itemized hours, by day on the monthly invoices, with grand total, in triplicate, directly to the Department of Corrections, Director of Institutions Office, William Kubik, william.kubik@alaska.gov. The contractor's invoice shall conform to a manner acceptable to the state.

WALK –THROUGH / SITE VISIT: No formal walk-through of the facility to be serviced has been scheduled at this time. However, if a bidder wishes to inspect the proposed service facility, a walk-through may be arranged, prior to the ITB closing date, by contacting DOC Contracting Officer at telephone: (907) 465-3338.

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

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

If a contractor gets more than two (2) substantiated SDCs in a 14-day period, it will be grounds for the state to declare the contractor in default.

GENERAL SCOPE OF SERVICES:

The Department of Corrections, Division of Institutions, Palmer Correctional Center (PCC) requires the service of two (2) uniformed, unarmed security guards to secure and to protect PCC outside perimeter that is approximately 1 mile in circumference. PCC will be opening in stages during 2020-2021 and it will be required to reduce the amount of security services as it becomes populated with full time employees. The timeline for this reduction is not known at this time.

Security Officers must physically inspect / monitor all exterior building doors, warehouse, fuel tank, and gates to the outside perimeter area are locked. This is to be completed every 45 minutes and provide a report through the log sheet.

Security Officers must make sufficient trips around the perimeter to ensure the security of the facility. This will require a minimum of one (1) trip around the perimeter every 45 minutes.

All costs associated with Security Officers and the performances of this contract are the responsibility of the Contractor and not the State.

In an event that the contractor is unable to provide the required security services, the contractor shall be responsible for communicating this immediately to PCC contact person (Jason Hamilton, 907-301-6827).

SERVICES AND EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR:

1. The Contractor will ensure that all officers meet the training, experience and licensing requirements set out in this ITB and that they are uniformed, clearly and visibly identified as "SECURITY".
2. The Contractor will provide the Security Officers with uniforms, patrol vehicle, radios and other communication equipment, flashlights, first aid kit and log/reporting material.
3. The Contractor will provide the Contracting Agency a 24 hour telephone number and will carry a cell phone to allow for immediate access and response at all times. The cell phone must be of a type that identifies the return call telephone number. If there is no cell phone coverage, the contractor must provide alternative device to allow for immediate access and response.
4. The Contractor will provide two (2) vehicles to patrol the outside perimeter (preferable a 4-wheel drive vehicle). Officers will have specific routes and posting area. All patrol vehicles must be clearly marked with the Contractor's name and visibly identified as "SECURITY"
5. The Contractor shall utilize a management software program that uses a mobile device and a live dashboard that captures operation in real time. PCC Facility manager shall be provided with a client portal to this software program. Tracktik software or similar security tracking software program.
6. In any event that the security officer observed any suspicious or illegal activities, the security officer must notify **Alaska State Troopers, Local Police and PCC contact person immediately.**

7. Contractor is permitted to park their patrol vehicles(s) on-site during off-duty hours at Palmer Correctional Center parking area premises State of Alaska Department of Corrections shall not be held legally responsible for any property damage to the patrol vehicle(s). Contractor will assume all responsible for their property.

ALASKA VENDOR AND PRODUCT PREFERENCES:

1. ALASKA BIDDER PREFERENCE: Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170(b).

2. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is a qualifying entity as defined in AS 36.30.175, and is the lowest responsive and responsible bidder they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.

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

4. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE: When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, only those products harvested in Alaska, or in the case of fisheries products harvested or processed within the jurisdiction of Alaska, will be purchased, provided they are available, of comparable quality, and priced no more than seven percent (7%) higher than products harvested outside the state, or in the case of fisheries products harvested or processed outside the jurisdiction of the state, in accordance with AS 36.15.050.

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

6. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is offering goods or services through an employment program, as defined under 36.30.990(10), and is the lowest responsive and responsible bidder with a bid that is no more than fifteen percent (15%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(c) and 2 AAC 12.050.

7. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), is a qualifying entity as defined in AS 36.30.170(e) and (j), and is the lowest responsive and responsible bidder with a bid that is no more than ten percent (10%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(e).

8. PREFERENCE QUALIFICATION LETTER: Regarding preferences 5, 6, and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, [2] individuals who qualify for preference as Alaskan's with disabilities, and, [3] employers who qualify for preference as employers of people with disabilities. In accordance with AS 36.30.170(j), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

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

9. BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990.

Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Procurement Specialist/Contracting Officer at one of the following numbers as soon as possible to make any necessary arrangements.

Telephone: (907) 465-3338

Fax: (907) 465-2006

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

Services or activities furnished to the general public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

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

MISCELLANEOUS INFORMATION

SECURITY OFFICER TRAINING:

It is the sole responsibility of the security agency to provide and properly document training required for licensing and employment under this contract.

LICENSES NOTE: Security guard contractor(s) shall check with local city government managers, local city police officers and local state police offices to ensure that any additional local licenses are obtained, should they be required.

SECURITY GUARD AGENCY LICENSE AND DUTIES: The security guard contractor shall be licensed per the requirements set out in the Alaska Administrative Code, Title 13, Chapter 60. The items set out below are a partial listing of the responsibilities of the security guard contractor. Additional security guard responsibilities may be located elsewhere in this ITB. All costs associated with the security guards and the performance of this contract are the responsibility of the security guard contractor and not the State. It is the sole responsibility of the security guard contractor to ensure that all contractual duties are carried out and to ensure that all security guards are on site at all of the required times and that they diligently carry out all of the performance requirements of the contract. It is the sole responsibility of the security guard contractor to ensure that all persons employed to perform any of the duties of the contract are licensed and trained as set out in the Alaska Administrative Code, Chapter 60, and in this ITB. Some of the security guard training requirements in this ITB may exceed the requirements set out in the Alaska Administrative Code, Chapter 60.

It is the sole responsibility of the security guard contractor to ensure that all persons employed to perform duties of the contract meet all the requirements of Department of Public Safety (DPS), the State, and meet any additional requirements set out in this ITB.

SECURITY GUARD GENERAL LICENSE REQUIREMENTS, TEMPORARY LICENSES, AND TRAINING

I. GENERAL REQUIREMENTS FOR TEMPORARY AND PERMANENT LICENSES

Security guards shall be licensed in accordance with 13 AAC 60.050; Items (a) through (c), paraphrased below.

“Each applicant must complete an application form and submit it to the Department of Public Safety.”

That application must address the following subjects:

- A. In order to be eligible to receive a license and perform under this contract, each applicant must be:
 1. a United States citizen or resident alien with a work permit
 2. *repealed 12/21/2002
 3. neither addicted to, nor dependent on alcohol, narcotics, or other drugs
 4. an individual without a conviction, within 10 years before the date of application, for any crime classified as a felony in this state or another jurisdiction at the time the crime was committed, unless a pardon has been granted
 5. not suffering from any psychopathic condition, or mental illness, impairing the powers of memory, reason, judgment, or perception
 6. the state reserves the right to reject security officer at the sole discretion of the Department Contract Administration (DCA) or designee
- B. Applicants must furnish information certifying that they meet the insurance or bond requirements specified in 13 AAC 60.120
- C. Applications must furnish proof of pre-assignment training specified in 13 AAC 60.110(a).
 - A) All security guard applicants, before issuance of a temporary permit or submission of an application to the department, must have received at least eight hours of general pre-assignment training relating to their duties and responsibilities as a guard.
 - B) All security guards are required to complete satisfactorily at least 40 hours of in-service training within 180 days after employment. Training must include, but need not be limited to
 - 1) law of arrest
 - 2) law of search and seizure
 - 3) duties and responsibilities to the employer and client
 - 4) fire prevention
 - 5) first aid
 - 6) patrol techniques.
 - C) All security guards must pass an annual refresher course of at least eight hours on the topics in (B) of this section. Failure to pass the refresher course may be grounds for revocation of a security guard license.
 - G) Renewal application must contain a certification stating that the required training has been successfully completed.
- a. Applicants must undergo and pass a background check and a fingerprint check by the Alaska State Troopers.
- b. Applicants must have a valid Alaska driver's license.
- c. Applicants must have earned a high-school diploma or equivalent.
- d. Applicants must present a neat appearance, paying attention to personal hygiene, bearing, uniform and equipment.

- e. Applicants must submit a security guard application to DPS, on a form by DPS, and they must provide all the information required by the Alaska Administrative Code, 13 AAC 60.060
- f. All supervising officers must be licensed as security guards under AS 18.65.400.
- g. Copy of Approved licenses by DPS, background checks, 40 hours of in-service training and fingerprint must be submitted to Department Contract Administration (DCA).

II. TEMPORARY SECURITY GUARD LICENSE

- a. Individual security guards may be employed by a licensed security contractor on a temporary basis for a period not to exceed 30 days when:
 - 1. the security guard contractor has made reasonable and prudent inquiries to determine that the applicant is qualified to be licensed
 - 2. the completed application and the application fee have been submitted to the department
 - 3. the applicant's temporary status has been noted on the application form by the security guard contractor
- b. A temporary license may be obtained, in accordance with the Alaska Administrative Code, Chapter 60, for a period of 30 days. In the event the governmental agency processing the permanent license application has not acted on it within 30 days, the temporary license may be reissued by the Department of Public Safety (DPS).
- c. If a temporary license is issued or reissued this process must be followed. The security guard agency contractor must submit a written request to DPS, and a copy to the Departmental Contract Administrator (DCA). That request must name the temporary licensee and set out the reason for the requested issue or reissue. In the event additional issues or reissues are required the same process must be followed. The completed application and the application fee should be submitted by the security guard contractor to the Department of Public Safety.

III. TRAINING REQUIREMENTS

It is the sole responsibility of the security guard contractor to ensure that all security guard training is provided by an instructor with at least five (5) years experience as a security guard agency supervisor, or as a police supervisor.

Contractor shall submit qualifications with experience noting how they meet this standard to the DCA with a signed affidavit that the instructor meets the minimum requirement for this ITB.

It is the sole responsibility of the security guard contractor to provide and arrange for this training, and to ensure that each security guard completes it. The security guard contractor must submit a certification of completion, for each security guard, to the DCA within ten (10) days of the date this training is completed. Failure to attend and pass these training courses will be grounds for revocation of a security guard's license, and/or removal of that individual, and to discontinue performance under the state's contract.

IV. ANNUAL REFRESHER TRAINING

It is the sole responsibility of the security guard contractor to ensure that training is provided and that each security guard completes it. The security guard contractor must submit a certification of completion, for each security guard, to the DCA within ten (10) days of the date this training is completed. Failure to attend and pass an annual refresher course will be grounds for revocation of a security guard's license, and/or removal of that individual from performing on the state's contract. Security guard license renewal applications must contain a certificate stating that this training has been successfully completed.

V. UNIFORM AND EQUIPMENT REQUIREMENTS WHEN PERFORMING THE STATE'S CONTRACT

- a. The designation - SECURITY – must always be clearly visible on all uniforms. The designation may be displayed on a cloth or metal badge, shoulder patch, or name tag.
- b. The security guard contractor's name must always be clearly visible.
- c. A security guard contractor may issue its own company identification card to its employees. The company identification card may not contain any indication that the holder or the security guard contractor is licensed by the State of Alaska.
- d. Patrol Vehicle

EVALUATION OF SECURITY GUARD TRAINING AND LICENSING: Prior to their employment as security guards under this contract, security guard applicants and present employees of the security guard contractor shall be required to submit a resume of their security training and licensing to the security guard contractor. The security guard contractor will screen the resumes for proper training and licensing, and then forward to the state copies of the resumes of applicants which the security guard contractor believes are properly trained and licensed, and are individuals, the security guard contractor wishes to consider for employment. Applicant's resumes will be evaluated by the Departmental Contract Administrator (DCA), or a designee. The security guard contractor shall be advised, in writing, by the DCA, as to whether an applicant is considered by the state to be properly licensed and trained.

SECURITY SPECIFICATIONS

VEHICLE AND PERSONNEL CHECKS REQUIRED: All vehicles and personnel will be subject to identification and/or search in accordance with State law. No weapons, drugs, alcoholic beverages, or other items considered contraband will be permitted inside institution boundaries. Violators will be subject to prosecution under State law. Contractor will ensure that only licensed drivers shall make deliveries.

SECURITY: Security at all Alaska correctional facilities is the first priority. Contractors can expect delays in conducting business within the facility and/or its grounds. "Contractor" is defined as: delivery personnel, couriers, or service providers. Prisoner counts, emergencies of any type, prisoner movement, other deliveries, or other factors may delay or restrict contractor entry or movement within the perimeter. Security staff will facilitate contractors in conducting their business, but contractors must at all times respect security staff instructions. Contractors must follow all lawful instructions and directives of any staff member while on facility grounds. The State will at all times retain the exclusive right to restrict contractor access to the facility, or portions of the facility, for any reason.

Contractors must at all times have in their possession a valid Alaska Driver's License or State provided identification card and be prepared to provide it to any staff whenever requested. Contractors must never leave their tools or personal effects unattended or unsecured. Knives, cellular telephones, toxic/hazardous chemicals, alcohol, tobacco, drugs and paraphernalia, weapons of any kind, and explosives are prohibited at all times. All other items (i.e. tools, repair parts, cameras, paperwork, boxes) entering the facility are subject to inspection and must be approved by security staff. Contractor tools and other items may be inventoried upon entering and exiting the facility. Giving prisoners access to driver's licenses, credit cards, telephone numbers, family pictures, etc. is a breach of security. Contractors must fully cooperate with facility staff to prevent escape, sabotage, assault, any disturbance, or the importation of contraband. There is no confidentiality when it comes to security at one of the correctional facilities. Information regarding impending riots, escape plans, assaults, and other such matters that come to you in what would otherwise be considered a confidential exchange must be passed on to security staff immediately. To withhold information such as this could endanger you and others as well as lead to criminal charges. Nothing within this section limits a specific facility's superintendent or security staff member from modifying or imposing alternate security requirements for contractors and their staff.

SECURITY CHECK: All personnel (both contractor and Subcontractors) will be required to undergo a security check prior to commencement of work. A mandatory security briefing will be provided to the contractor staff prior to start of on-site work.

1. The contractor will complete a Request for Clearance form to submit to the facility security staff for review at least 48 hours prior to commencement of work. The form requires the following information from each person working on site:
 - a. Full name.
 - b. Residence address.
 - c. Telephone Number.
 - d. Date of birth.
 - e. Social Security Number.
 - f. Valid driver's license and state of issue, or other photo identification bearing social security number.
 - g. The names of any relatives, friends or acquaintances that are currently incarcerated within the facility.
2. The security check will look for recent or frequent past convictions or for outstanding warrants. Security staff reserve the right to disqualify anyone from access to the work site. A past conviction will not automatically disqualify.
3. Once a Request for Clearance has been approved and is on file it is not necessary for the contractor to complete a new form each time they request to enter the facility grounds. The form can be found within this ITB on page #20.

PERSONNEL ACCESS:

1. Access to the work site, which is within a correctional facility, will be monitored and controlled by the Department of Corrections in order to prevent importation of contraband and escape of inmates. At no time will contractor staff enter areas of the facility that are off-limits to them, nor drive vehicles along the perimeter fence or other unauthorized areas unless directed to do so by security staff.
2. Contractor staff will report to the visitor's reception area at the beginning of each shift to obtain their identification badge or visitor's badge and sign in on the contractor's log. At the end of each shift, contractor staff will return their badges to this area and sign out of the contractor's log. If workers leave the compound at lunch, they will all leave at the same time. Contractors should encourage their staff to bring a lunch and to eat within the designated work area or cafeteria.
3. Contractors, Subcontractors, Employees may be denied access or be removed from the facility for the following reasons:
 - a. Contractors or workers that are incompetent, careless or otherwise detrimental to the work or the security of the facility.
 - b. Security requirements.
 - c. Disruptive, abrasive, and/or argumentative conduct.
 - d. Being under the influence of Alcohol, Drugs and/or any substance that is considered contraband by the Facility (including use of Tobacco Products).
 - e. Refusal to submit to search of personal property/belongings or themselves.
 - f. Health problems.
 - g. Failure to show proper identification.
 - h. Failure to follow the direction of Correctional Officers and/or staff members.
 - i. Having any unauthorized contact or interaction with inmates.
 - j. Failure to pass security check.

- k. Failure to secure tools and work areas. (If no personnel are physically present in the work area, the work area and/or tools must be secured prior to leaving the area.)

VEHICLE ACCESS:

- 1. No privately-owned vehicles may enter inside the security fence without approval of the DOC on-site security staff member. Contractor vehicles can be parked in the employee/visitor parking lot outside the security fence and must be locked at all times.
- 2. Authorized work vehicles, i.e. job site trailers and trucks may be left inside the fence in a location IF they can be secured and upon the approval of security staff.
- 3. Privately owned and/or contractor vehicles are prohibited from entering unauthorized areas unless directed to do so by security staff.

TOOL CONTROL:

- 1. Do not leave prisoner-accessible work areas unattended without first removing or securing all tools and objects which would be considered contraband.
- 2. At the end of each workday, remove all tools and equipment from inmate-accessible work areas and store them within locked cabinets, locked containers, or locked storage trailers.
- 3. Maintain written inventory of tools and equipment daily. Tools and equipment which cannot be accounted for at the end of each workday shall be brought to the immediate attention of a security staff member.

CONTRABAND:

The mailing, bartering, introducing, exchanging or buying of items between inmates and contractors or their employees is strictly prohibited without the written consent of the Superintendent of the facility. The following quotes are from Alaska Statutes and are provided so as to inform the CONTRACTOR.

Title 11 -Alaska Statutes, Section 11.56.375, Promoting contraband in the first degree.

- a. A person commits the crime of promoting contraband in the first degree if the person violates AS 11.56.380 and the contraband is:
 - 1) a deadly weapon or a defensive weapon;
 - 2) an article that is intended by the defendant to be used as a means of facilitating an escape; or
 - 3) a controlled substance
- b. Promoting contraband in the first degree is a class C felony.
- c. A person commits the crime of promoting contraband in the second degree if the person:
 - 1) introduces, takes, conveys, or attempts to introduce, take, or convey contraband into a correctional facility; or
 - 2) makes, obtains, possesses, or attempts to make, obtain, or possess anything that person knows to be contraband while under official detention within a correctional facility.
- d. Promoting contraband in the second degree is a Class A misdemeanor.
 - 1) Effective August 26, 1999, contraband includes tobacco products.

AS 11.56.390, definition:

In AS 11.56.300-11.56.390, "contraband" means any article or thing which persons confined in a correctional facility are prohibited by law from obtaining, making, or possessing in that correctional facility."

SPECIFICATIONS

Note: The individual item specifications provided in this 1TB are representative of the type and quality of product that the Department of Corrections requires. Minor deviations to the specifications will be reviewed during the evaluation process and will either be accepted as such or will be rejected.

BID SCHEDULE (2 Pages)

Attention Bidders! Please complete the following and submit with your bid schedule. Failure to submit may cause your bid to be rejected.

Name and Address of Bidder

Business name: _____

Business mailing address: _____

Business physical address: _____

Name of point of contact: _____

Phone: _____ Fax: _____

Email: _____

AWARD

METHOD OF AWARD: Award will be made to the responsive and responsible bidder with the lowest adjusted total basic bid price amount for Lot #1.

BID SCHEDULE (LOT #1)

ITEM #	DESCRIPTION	ESTIMATED MAN HOURS	X	HOURLY RATE	EXTENDED PRICE
1	Two (2) Unarmed Guard Service hourly rate <i>Performs Monday to Sunday, 24 hours service</i> *Firm Term from December 1, 2020 to February 28, 2021*	4,080 hours	X	\$	\$
2	Two (2) Unarmed Guard Holiday hourly rate, 24 HOUR SERVICE <i>(New Year, MLK, Presidents day, Christmas day)</i> *Firm Term from December 1, 2020 to February 28, 2021*	192 hours	X	\$	\$
Total Bid Price:					

Please indicate preferences below if applicable:

7. Total basic bid price for Lot #1 \$ _____
To include all work as described within Invitation to Bid Documents 2021-2000-4676.
- b. Alaska Bidder's Preference: \$ _____
(5% of a.)
- c. Veterans Bidder's Preference: \$ _____
(5% of a. not to exceed \$5,000.)
- d. Alaska Products Preference: \$ _____
(Attach worksheet(s))
- e. Adjusted Total Basic Bid Amount: \$ _____
A-(b + c + d) to be used in determining low bidder

Note: The costs stated above will cover all costs necessary to accomplish the duties set out in this ITB.
No other charges will be allowed.

Listed are recognized State and Federal holidays. Services will be required on holidays

Holiday	Dates
New Year Day	January 1, 2021
Martin Luther King Day	January 18, 2021
President's Day	February 15, 2021
Memorial Day	May 31, 2021
Independence Day	July 4, 2021
Labor Day	September 6, 2021
Alaska Day	October 18, 2020
Veterans Day	November 11, 2020
Thanksgiving Day	November 26, 2020
Christmas Day	December 25, 2020