REQUEST FOR PROPOSALS PACKAGE



RETURN THIS PROPOSAL TO THE ISSUING OFFICE:

LEGISLATIVE AFFAIRS AGENCY

Procurement and Supply Section

Issuing Office Mailing Address: State Capitol, 120 4th Street, Room 3, Juneau, AK 99801-1182

Issuing Office Hand Delivery Address: Terry Miller Legislative Office Building, 129 6th Street, Room 222, Juneau, Alaska

RFP NO. 649

ANCHORAGE LEGISLATIVE OFFICE BUILDING SECURITY SERVICES

SEALED PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS OR MUST BE EMAILED TO <u>JC.KESTEL@AKLEG.GOV</u> BY <u>11:30 A.M. ON THURSDAY, MAY 5, 2022</u>. FAXED PROPOSALS ARE NOT ALLOWED.

Offerors Are Not Required to Return this RFP with the Proposal

Under AS 36.30.020, the Alaska Legislative Council adopted procurement procedures that were based on competitive principles consistent with AS 36.30 and adapted to the special needs of the Legislative Branch. Therefore, the Legislative Branch follows its own procurement procedures (Alaska Legislative Procurement Procedures) and is not subject to the procurement procedures of the Executive Branch. However, if the contract falls into an exemption under sec. 002 of the Alaska Legislative Procurement Procedures, the procedures will also not apply, unless and except as provided in this RFP. Copies of the Procedures available Alaska Legislative Procurement are upon request or at https://aws.state.ak.us/OnlinePublicNotices/Notices/Attachment.aspx?id=133739.

IMPORTANT NOTICE: YOU MUST REGISTER WITH THE PROCUREMENT MANAGER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS, WHETHER YOU RECEIVED THIS REQUEST FOR PROPOSALS (RFP) FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEBSITE, VIA THE MAIL, OR FROM ANOTHER SOURCE. FAILURE TO CONTACT THE PROCUREMENT MANAGER MAY RESULT IN THE REJECTION OF YOUR PROPOSAL. OFFERORS SHALL THOROUGHLY REVIEW ALL THE REQUIREMENTS OF THE RFP WHEN SUBMITTING THEIR PROPOSALS. A PROPOSAL CHECKLIST HAS BEEN INCLUDED FOR OFFERORS TO USE, THE CHECKLIST IS INTENDED AS A REMINDER OF CERTAIN IMPORTANT ITEMS AND IS NOT INTENDED TO BE A COMPLETE LIST OF WHAT MUST BE INCLUDED IN THE PROPOSAL.

> JC Kestel, Procurement Manager PH: 907-465-6705 TDD: 907-465-4980 Email: JC.Kestel@AKLeg.gov

Table of Contents

SECTION ONE - NOTICES TO OFFERORS	4
1.01 RIGHT OF REJECTION	4
1.02 PHOTOCOPIES	4
1.03 ALASKA BUSINESS LICENSE AND LEGAL ENTITY	4
1.04 U.S. FUNDS	4
1.05 TAXES	4
1.06 CONTACTS / RFP QUESTIONS / CONTACT PERSON	5
1.07 REVIEW OF RFP	5
1.08 PROTEST	5
1.09 PROPOSAL SUBMISSION, DELIVERY, AND ACCEPTANCE	5
1.10 DISCUSSIONS WITH OFFERORS	6
1.11 AMERICANS WITH DISABILITIES ACT	6
1.12 PREFERENCE FOR ALASKA OFFEROR	6
1.13 FUND OBLIGATIONS	7
1.14 CANCELLATION; REJECTION OF ALL PROPOSALS; PREPARATION COSTS	7
1.15 REJECTION OF INDIVIDUAL PROPOSALS	7
1.16 PROCUREMENT PROCEDURES	7
1.17 ADDITIONAL TERMS AND CONDITIONS	8
1.18 FORMAT OF CONTRACT	8
1.19 CONTRACT NEGOTIATIONS	8
1.20 FAILURE TO NEGOTIATE	
1.21 FIRM OFFER	8
1.22 AWARD OF CONTRACT	
1.23 AWARD CRITERIA	8
1.24 NOTICE OF INTENT TO AWARD	8
1.25 CONTRACT AMENDMENTS	8
1.26 CONTRACT ASSIGNMENT/TRANSFER	8
1.27 TERMINATION OF CONTRACT	8
1.28 BINDING ON SUCCESSORS	9
1.29 BREACH OF CONTRACT	9
1.30 APPLICABLE LAWS	9
1.31 VENUE AND APPLICABLE LAW	9
1.32 RECORDS; AUDIT	9
1.33 OWNERSHIP AND REUSE OF DOCUMENTS	9
1.34 MATERIALS AND PROCESSES COVERED BY PATENTS, TRADEMARKS, OR COPYRIGHTS	.10

1.35 INDEMNIFICATION	10
1.36 FORCE MAJEURE	10
1.37 INSURANCE	10
1.38 TIME	11
1.39 HUMAN TRAFFICKING	11
1.40 COVERAGE UNDER ETHICS LAW	12
1.41 USE OF CONTRACT FOR OTHER FACILITIES OR FUNCTIONS	12
1.42 PRE-PROPOSAL TELECONFERENCE AND SITE VISIT	12
1.43 SCHEDULE OF EVENTS	13
SECTION TWO - RFP SPECIFICATIONS	14
2.01 PURPOSE OF RFP	14
2.02 GENERAL TERMS AND CONDITIONS	14
2.03 SCOPE OF SERVICES	21
2.04 LOCATION OF SERVICES	22
SECTION THREE - PROPOSAL FORMAT AND CONTENT	23
3.01 GENERAL INSTRUCTIONS	23
3.02 TECHNICAL PROPOSAL FORMAT	23
3.03 UNDERSTANDING OF THE SERVICES AND IMPLEMENTATION OF SERVICES	
3.04 MANAGEMENT PLAN	23
3.05 EXPERIENCE AND QUALIFICATIONS	
3.06 COST PROPOSAL REQUIREMENTS	24
SECTION FOUR - EVALUATION CRITERIA	25
4.01 UNDERSTANDING OF THE SERVICES AND IMPLEMENTATION OF THE SERVICES	
4.02 MANAGEMENT PLAN	25
4.03 EXPERIENCE AND QUALIFICATIONS	25
4.04 CONTRACT COST	26
SECTION FIVE – ATTACHMENTS	27
5.01 SAMPLE EVALUATION FORM	27
5.02 COST PROPOSAL FORM	31
5.03 PROPOSAL CHECKLIST	32

SECTION ONE - NOTICES TO OFFERORS

1.01 RIGHT OF REJECTION

A proposal may be rejected if the proposal contains a material alteration or erasure that is not initialed by the signer of the proposal.

The Procurement Manager may waive minor informalities that:

- a) do not affect responsiveness;
- b) are merely a matter of form or format;
- c) do not change the relative standing of or otherwise prejudice other offers;
- d) do not change the meaning or scope of the RFP;
- e) are trivial, negligible, or immaterial in nature;
- f) do not reflect a material change in the work, services, or products requested; or
- g) do not constitute a substantial reservation against a requirement or provision.

1.02 PHOTOCOPIES

Photocopied proposals may be submitted. However, at least one original document, with an original signature on the enclosed Proposal and Price Offer Forms, must be submitted.

If the Offeror chooses to submit their proposal through email, a scanned copy of the original signed document, submitted by email, is sufficient to meet the requirement of this section. However, at any time, the Procurement Manager may request that an Offeror provide the Procurement Manager with the original signed document. If requested by the Procurement Manager within five (5) business days of the request. Failure to provide the Procurement Manager with an original signed document under this paragraph may result in an Offer being determined to be unresponsive or termination of a contract resulting from this RFP.

1.03 ALASKA BUSINESS LICENSE AND LEGAL ENTITY

The Offeror must have a current, valid Alaska business license when the proposal is submitted. The Offeror must include the business license number in the cover letter or provide a copy of the business license with the Proposal. The Offeror must include in the cover letter the type of legal (e.g., corporate) entity of the Offeror and the current status of that entity. If the Offeror is a corporation or a limited liability company, the business entity must be in good standing with the State of Alaska Department of Commerce, Community, and Economic Development at the time of proposal submission. For more information regarding an Alaska business license or legal entity's status, please contact the Division of Corporations, Business, and Professional Licensing in the Department of Commerce, Community, and Economic Development at (907) 465-2550 or visit: https://www.commerce.alaska.gov/web/cbpl. If an Offeror fails to comply with this paragraph, the Legislative Affairs Agency (Agency) reserves the right to disregard the proposal.

1.04 U.S. FUNDS

Prices quoted shall be in U.S. funds.

1.05 TAXES

All proposals shall be submitted exclusive of federal, state, and municipal taxes.

RFP 649 Anchorage Legislative Office Building Security Services Issued By: JC Kestel, Procurement Manager, Legislative Affairs Agency Issue Date: April 14, 2022

1.06 CONTACTS / RFP QUESTIONS / CONTACT PERSON

OFFERORS OR THEIR AGENTS MAY NOT CONTACT ANY MEMBER OF THE PROPOSAL EVALUATION COMMITTEE, OR THEIR STAFF OR ANY MEMBER OF THE LEGISLATURE OR THEIR STAFF REGARDING THIS RFP. All questions concerning this Request for Proposals must be directed to the Procurement Manager of the Legislative Affairs Agency.

There are generally two types of questions:

(1) A question which can be answered by directing the Offeror to the specific section of the Request for Proposals where the information is found. Response to these questions may be given over the phone but are limited to directing the Offeror to a portion of the RFP which can then be read by the Offeror.

(2) A question that would require the Procurement Manager to clarify or interpret part of the Request for Proposals or its intent. Response to this type of question will not be given except in writing via amendment to the Request for Proposals, and <u>Offerors must put these questions in writing; "writing" includes, but is not limited to, email; these questions should be received by the Procurement Manager at least ten (10) days prior to the deadline for receipt of proposals.</u>

The Procurement Manager is JC Kestel, Legislative Affairs Agency, State Capitol, 120 4th Street, Room 3, Juneau, Alaska. EMAIL: <u>JC.Kestel@AKLeg.Gov</u>, PH: 907-465-6705, TDD: 907-465-4980.

1.07 REVIEW OF RFP

Offerors shall carefully review this RFP, without delay, for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material must be made in writing and should be received by the Procurement Manager at least ten (10) days before the deadline for receipt of proposals. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of an Offeror's proposal upon which award could not be made.

1.08 PROTEST

If an Offeror wishes to protest a solicitation, the award of a contract, or the proposed award of a contract, the protest must be filed as required by secs. 230 and 240 of the Alaska Legislative Procurement Procedures.

1.09 PROPOSAL SUBMISSION, DELIVERY, AND ACCEPTANCE

An Offeror must submit and deliver its proposal in one sealed package to the issuing office identified on Page 1 of this RFP or may email its proposal to the Procurement Manager at the email address shown on Page 1 of this RFP, no later than the date and time listed on Page 1 of this RFP as the deadline for receipt of proposals. If mailed or hand delivered, the package must be marked on the outside to identify the RFP and the Offeror. If emailed, the email must contain the RFP number in the subject line of the email.

An Offeror must complete and submit the form in paragraph 5.02 (Cost Proposal Form) separately from the Offeror's Technical Proposal.

Only one (1) copy of the form in paragraph 5.02 (Cost Proposal Form) should be submitted in a separate sealed envelope or PDF document marked Cost Proposal with the RFP number on the outside of the envelope or with the RFP number in the subject line of the email that the PDF Proposal is sent in.

One (1) copy of the TECHNICAL PROPOSAL with the remainder of the offer shall be submitted in a sealed envelope or container with the RFP number on the outside of the sealed envelope or container; or the TECHNICAL PROPOSAL with the remainder of the offer shall be emailed in the form of a PDF document labeled TECHNICAL PROPOSAL with the RFP number in the subject line of the email that the PDF forms are sent in.

Emailed proposals must be submitted as an attachment in PDF format. The PDF document should be named in a format such as "Offeror A – Cost Proposal for RFP 649.pdf" (Offeror A is the name of the Offeror).

Please note that the maximum size of a single email (including all text and attachments) that can be received by the Agency is 20 megabytes (mb). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20mb and each email must comply with the requirements described in the previous two paragraphs.

The Agency is not responsible for unreadable, corrupt, or missing attachments. It is the Offeror's responsibility to contact the issuing office at (907) 465-6705 - Voice, (907) 465-4980 - TDD to confirm that the emailed proposal has been received. Failure to follow the above instructions may result in the proposal being found non-responsive and rejected.

It is the responsibility of the Offeror to ensure that their proposal and any Agency-issued RFP amendments (signed by the Offeror) are in the issuing office of the Agency prior to the scheduled proposal closing time. A proposal will be rejected if the proposal and any signed amendments are not received prior to the closing date and time.

1.10 DISCUSSIONS WITH OFFERORS

This paragraph is removed for purposes of this RFP.

1.11 AMERICANS WITH DISABILITIES ACT

The Alaska State Legislature 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 submit a proposal should contact JC Kestel, Procurement Manager, Legislative Affairs Agency, (907) 465-6705 - Voice, (907) 465-4980 - TDD within a reasonable time, as determined by the Agency, before the proposals are due, to make any necessary arrangements.

1.12 PREFERENCE FOR ALASKA OFFEROR

If the Alaska Legislative Procurement Procedures apply and if an Offeror qualifies for the Alaska Bidder Preference, the Offeror will receive a preference of five (5) percent, applied in

accordance with sec. 145 (Contract Award) of the Alaska Legislative Procurement Procedures. To qualify for the preference, the Offeror must: (a) hold a current Alaska business license; (b) submit an offer for the contract under the name that appears on the person's current Alaska business license; (c) have maintained a place of business in the State staffed by the Offeror or an employee of the Offeror for a period of six months immediately preceding the date of this offer; (d) be incorporated or qualified to do business under the laws of the State, be a sole proprietorship and the proprietor is a resident of the State, be a limited liability company organized under AS 10.50 and all members are residents of the State; and, if a joint venture, be composed entirely of ventures that qualify under (a) - (d) of this paragraph.

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 limited liability company (LLC) or a partnership as identified in the previous paragraph, the statement must also identify each member or partner and certify that all members or partners are residents of the State. If the Offeror is a joint venture which includes an LLC or a partnership as identified in the previous paragraph, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and certify that all of those members or partners are residents of the State.

1.13 FUND OBLIGATIONS

The Agency anticipates the funds will be available in an appropriation to pay for the Agency's monetary obligations under the contract through June 30, 2023. The availability of funds to pay for the Agency's monetary obligations under the contract is contingent upon appropriation of funds for the particular fiscal year involved. In addition to any other right of the Agency under this contract to terminate the contract, if, in the judgment of the Executive Director of the Agency, sufficient funds are not appropriated, the contract will be terminated by the Executive Director or amended, without liability of the Agency for the termination or amendment. To terminate under this section, the Project Director shall provide written notice of the termination to the Successful Offeror.

1.14 CANCELLATION; REJECTION OF ALL PROPOSALS; PREPARATION COSTS

This RFP does not obligate the Agency or the Alaska Legislative Council to award a contract or to pay any costs incurred in the preparation of the proposal if a contract is not awarded. This RFP may be cancelled, or all proposals rejected, as provided in sec. 120 of the Alaska Legislative Procurement Procedures. Among the reasons that justify cancellation is that all of the responsive proposals exceed the funds available for the contract.

1.15 REJECTION OF INDIVIDUAL PROPOSALS

A proposal may be rejected in whole or in part when in the best interest of the Agency, as provided in sec. 130 of the Alaska Legislative Procurement Procedures.

1.16 PROCUREMENT PROCEDURES

If applicable, the Alaska Legislative Procurement Procedures may be found at: https://aws.state.ak.us/OnlinePublicNotices/Notices/Attachment.aspx?id=133739.

1.17 ADDITIONAL TERMS AND CONDITIONS

The Agency reserves the right to include additional terms and conditions in the contract. However, these terms and conditions must be within the scope of the RFP and may not amount to a material modification of this RFP.

1.18 FORMAT OF CONTRACT

The contract entered into as a result of this RFP will be in the contract format desired by the Agency and will include the provisions of the RFP that apply to the contract.

1.19 CONTRACT NEGOTIATIONS

This paragraph is removed for purposes of this RFP.

1.20 FAILURE TO NEGOTIATE

This paragraph is removed for purposes of this RFP.

1.21 FIRM OFFER

For the purpose of award, proposals made in accordance with this RFP shall be good and firm for a period of ninety (90) days from the deadline for receipt of proposals in response to the RFP.

1.22 AWARD OF CONTRACT

AWARD OF THIS RFP IS SUBJECT TO APPROVAL BY THE STATE OF ALASKA LEGISLATIVE COUNCIL.

1.23 AWARD CRITERIA

All Offerors should note that final award of a contract based on this RFP is not solely based on the price. See Section Four (Evaluation Criteria) requirements of this RFP.

1.24 NOTICE OF INTENT TO AWARD

Upon selection of an apparent Successful Offeror, the Procurement Manager will issue a written Notice of Intent to Award (NIA) and send copies to all Offerors. The NIA will list the names and addresses of all Offerors and identify the proposal selected for award.

1.25 CONTRACT AMENDMENTS

In addition to any other amendment the parties may be allowed to make under the contract, the terms of the contract entered into as a result of this RFP may be amended by mutual agreement of the parties if the Agency determines that the amendment is in the best interests of the Agency.

1.26 CONTRACT ASSIGNMENT/TRANSFER

Assignment or transfer of the contract entered into as a result of this Request for Proposals is subject to sec. 160 of the Alaska Legislative Procurement Procedures.

1.27 TERMINATION OF CONTRACT

Upon delivery of written notice to the Successful Offeror, the contract may be terminated by the Project Director with or without cause. To terminate, the Project Director shall provide notice by email or delivery of a hard copy to the Successful Offeror, whichever method is selected in the sole discretion of the Project Director. If this contract is so terminated and the termination is not based on a breach by the Successful Offeror, the Agency shall compensate the Successful Offeror for services and/or products provided under the terms of the contract up to the date the termination notice is delivered, provided the Successful Offeror provides the Agency with a statement in writing containing a description of the services and/or products provided prior to contract termination and a copy of all documents, reports, material, and other items required to be delivered to the Project Director by this RFP.

1.28 BINDING ON SUCCESSORS

The contract issued as a result of this RFP and all the covenants, provisions, and conditions contained in the contract shall inure to the benefit of and be binding upon the successors and assigns of the Successful Offeror and the Agency.

1.29 BREACH OF CONTRACT

In case of a breach of the contract, for whatever reason, by the Contractor, the Agency may procure the services from other sources and hold the Contractor responsible for damages resulting from the breach.

1.30 APPLICABLE LAWS

The Successful Offeror and its offer must comply with all applicable federal, state, and municipal labor, wage/hour, safety, and any other laws which have a bearing on the contract, and the Successful Offer must have all licenses, registrations, permits, and certifications required by the Agency and state and municipal law for performance of the contract covered by this RFP.

1.31 VENUE AND APPLICABLE LAW

In the event that the parties find it necessary to litigate the terms of the contract, the venue shall be the State of Alaska, First Judicial District at Juneau, and the contract shall be interpreted according to the laws of Alaska.

1.32 RECORDS; AUDIT

These requirements are in addition to any other records required by this RFP. Unless the resulting contract will be primarily for products, the Contractor shall accurately maintain detailed daily records that state the date of the work, the start and finish time of the work for each day, and describe the work done during the day. For all types of contracts, the Contractor shall also keep any other records that are required by the Project Director. The records required by this paragraph are subject to inspection by the Agency or the Project Director at all reasonable times.

1.33 OWNERSHIP AND REUSE OF DOCUMENTS

Unless an RFP is soliciting primarily for products, all documents, reports, material, and other items generated as a consequence of work done under this contract are the property of the Agency. To the extent the Offeror has any interest in the copyright for these items under the copyright laws of the United States, the Offeror transfers any and all interest the Offeror has in the copyright for these items to the Agency, and the Agency will be the owner of the copyright for these items. Upon completion of the work or termination of the contract, the items shall be delivered to the Project Director. Offeror acknowledges that all the items are Agency records and, as a result, are public records.

1.34 MATERIALS AND PROCESSES COVERED BY PATENTS, TRADEMARKS, OR COPYRIGHTS

If the Offeror employs any design, device, material, or process covered by a patent, trademark or copyright, the Offeror shall provide for the use by suitable legal agreement with the owner. The Offeror shall indemnify and save harmless the Legislature of the State of Alaska, the Agency and their officers, agents, and employees, and any affected third party from any and all claims for infringement by reason of the use of the patented design, device, material or process, or any trademark or copyright, and shall indemnify the Agency for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement at any time during the contract or after the completion of the contract.

1.35 INDEMNIFICATION

The Successful Offeror shall indemnify, save harmless, and defend the Agency and the Agency's officers, agents, and employees from liability of any nature or kind, including, but not limited to, costs, attorney fees, and expenses, for or on account of any and all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person or persons or property as a result of any error, omission, or negligence of the Successful Offeror that occurs on or about the Agency's premises or that relates to the Successful Offeror's performance of its contract obligations.

1.36 FORCE MAJEURE

The Successful Offeror is not liable for the consequences of any delay or failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the Successful Offeror. For the purposes of this paragraph, "Force Majeure" means: 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; or strike.

1.37 INSURANCE

Without limiting the Successful Offeror's indemnification responsibilities under paragraph 1.35 (Indemnification) of these Scope of Work and Products of this RFP, it is agreed that the Successful Offeror shall purchase at its own expense and maintain in force at all times during the contract the following insurance:

- 1. workers' compensation insurance as required by AS 23.30.045(d) for all employees engaged in work under the contract and as required by any other applicable law; the Successful Offeror will be responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under this contract; the coverage under this paragraph must include a waiver of subrogation against the State of Alaska;
- 2. comprehensive general liability insurance covering all business premises of, and operations by or on behalf of, the Successful Offeror in the performance of the contract, including, but not limited to, blanket contractual coverage, products coverage, premises and

operations coverage, independent contractors coverage, broad form property damage endorsement, and personal injury endorsement; the policy must have minimum coverage limits of \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable; unless waived by the Agency, the insurance policy shall name the Agency as an additional insured;

3. commercial automobile liability insurance covering all vehicles used by the Successful Offeror or any subcontractor who directly or indirectly provides services under this contract in the performance of the contract, with minimum coverage limits of \$500,000 combined single limit per occurrence;

Certificates of Insurance must be furnished to the Procurement Manager before a contract is entered into. Each of the required insurance policies must provide for the Agency to receive a 30-day prior notice of any cancellation. Where specific limits are shown above, it is understood that they are the minimum acceptable limits. If a policy contains higher limits, the Agency will be entitled to coverage to the extent of the higher limits. All insurance policies must comply with, and be issued by, insurers licensed to transact the business of insurance in Alaska or in another state.

All insurance shall be considered to be primary and non-contributory to any other insurance carried by the Agency through self-insurance or otherwise.

In addition to providing the above coverages, the Contractor shall require that all indemnities obtained from any subcontractors be extended to include the Agency as an additional named indemnitee. The Contractor shall further require that the Agency be named as an additional insured on all liability insurance policies maintained by all subcontractors under their contracts with the Contractor, and that an appropriate waiver of subrogation in favor of the Agency be obtained with respect to all other insurance policies.

1.38 TIME

Time is of the essence.

1.39 HUMAN TRAFFICKING

By the Offeror's signature on their Proposal, the Offeror certifies that the Offeror is not headquartered in a country recognized as Tier 3 in the most recent U.S. Department of State's Trafficking in Persons Report.

In addition, if the Offeror conducts business in but is not headquartered in a country recognized as Tier 3 in the most recent U.S. Department of State's Trafficking in Persons Report, a certified copy of the Offeror's policy against human trafficking must be submitted to the Agency prior to contract award.

The most recent U.S. Department of State's Trafficking in Persons Report can be found at the following website: <u>https://www.state.gov/reports/2021-trafficking-in-persons-report/</u>.

If an Offeror fails to comply with this paragraph 1.39 (Human Trafficking), the Agency may, without liability, reject the Offeror's proposal as non-responsive, cancel an intent to award to the Offeror, or cancel the resulting contract to the Offeror.

1.40 COVERAGE UNDER ETHICS LAW

Certain provisions of the Legislative Ethics Act (AS 24.60) apply to legislative consultants, legislative independent contractors, and their employees. It is the responsibility of the Contractor to review AS 24.60 and determine whether the Contractor is in compliance with AS 24.60.

1.41 USE OF CONTRACT FOR OTHER FACILITIES OR FUNCTIONS

The Agency reserves the right to use the resulting Contract from this RFP for similar services at any owned or leased facility or space within the State of Alaska for various functions or legislative events. The Contractor and Agency may extend the use of the Contract for these needs by mutual agreement.

1.42 PRE-PROPOSAL TELECONFERENCE AND SITE VISIT

All prospective Offerors are encouraged to attend in person or call into the pre-proposal teleconference. This pre-proposal teleconference will be held on Tuesday, April 19, 2022, at 11:00 a.m., Alaska Time. To attend, Offerors shall either attend in person at the Anchorage Legislative Office Building (ALOB) in Anchorage, Alaska at 1500 W. Benson Blvd. Ste. 101 or call one of the following teleconference lines: 907-586-9085 (Juneau), 907-563-9085 (Anchorage), or 1-844-586-9085 (toll free outside of Juneau and Anchorage).

The purpose of the pre-proposal teleconference and site visit is to discuss details of the RFP with the prospective Offerors and allow them to ask questions concerning the RFP. In person and/or call-in attendance at the pre-proposal conference is not mandatory. The Agency will not provide any information on what information was given or details that were discussed during the teleconference or site visit to potential Offerors that do not attend the teleconference or site visit. Participants should read the RFP and attend in person or call in to the meeting prepared to discuss any concerns and ask questions.

Following the teleconference, the Agency and Project Director will coordinate a site visit of the ALOB for the purpose of planning and preparing the Offeror's Proposal for this RFP. The site visit will be limited to 30 minutes and all visitors attending will be required to follow current Legislative Building policies while on site.

The Agency will not provide any information on what information was given or details that were discussed during the site visit to potential Offerors that do not attend the site visit. Participants should read the RFP and come prepared to discuss any concerns and ask questions related to the work site.

Questions asked during the teleconference and site visit will be answered in accordance with paragraph 1.06 (Contacts / RFP Questions / Contact Person). The Procurement Manager may request potential Offerors to submit questions in writing for further clarification.

Offerors with a disability needing accommodation should contact the Procurement Manager prior to the date set for the pre-proposal teleconference and site visit so that reasonable accommodation can be made.

1.43 SCHEDULE OF EVENTS

This schedule represents the Agency's best estimate. If one component is delayed, the remainder of the schedule may be shifted an equivalent number of days.

RFP Issue Date	April 14, 2022
Pre-proposal Teleconference and Site-visit	April 19, 2022
Deadline for Written Questions	April 25, 2022
Deadline for Receipt of Proposals – Proposals Opened	May 5, 2022
Notice of Intent to Award Contract Issued (NIA)	May 13, 2022
State Signs Contract	May 23, 2022
Contract Period Begins	July 1, 2022

2.01 PURPOSE OF RFP

The Legislative Affairs Agency (Agency) is solicitating proposals for a qualified Contractor to provide Armed Security Services for the Anchorage Legislative Office Building (ALOB) in Anchorage, Alaska. The ALOB is a four-story building with approximately 50,000 square feet of office and meeting space. A more detailed description including the services to be provided is below in paragraph 2.03 (Scope of Services).

2.02 GENERAL TERMS AND CONDITIONS

- 1. <u>Minimum Qualifications of Offeror</u>: For Offerors to be considered responsive, Offerors must provide documentation demonstrating they meet these minimum prior experience requirements:
 - a. Offerors must demonstrate at least three (3) years of direct experience in providing similar services requested in this RFP to a similar type and size of office building. The three (3) years of experience must have occurred within the last five years.
 - b. Offerors must possess a current Security Guard Agency Certificate of License issued by the Alaska Department of Public Safety in accordance with 13 AAC 60 and any other license required by municipal law or ordinances, Agency rules, federal laws or regulations, or state law. A copy of each license must be included with the Technical Proposal.

An Offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered nonresponsive and rejected.

- 2. <u>Completeness of Proposal</u>: A proposal must be complete as to all terms and conditions of this RFP on the date submitted and should be submitted with the understanding that it may form a material part of any subsequent contract.
- 3. <u>Project Director</u>: The Project Director is the Executive Director for the Agency or the Executive Director's designee. If the Agency changes the Project Director, the Agency will notify the Contractor.
- 4. General Terms and Conditions of Ensuing Contract.
 - a. <u>Term</u>: The contract will not take effect until signed by the Executive Director or her designee. The initial term of the contract is July 1, 2022, through June 30, 2024. The Agency will have five (5), one (1) year renewal options that can be exercised at the Agency's sole discretion and at any time during the initial term of the contract or during a renewal term of the contract. The Agency shall exercise its renewal option(s) under this paragraph by giving the Successful Offeror written notice before the expiration of the term during which the option is exercised. Prices shall remain firm for the initial term of the contract and any optional renewal terms that may be exercised by the Agency. If the contract is renewed and the Agency approves the renewal, all provisions and conditions of the contract will remain the same.

At the Agency's sole discretion, prior to the initial contract or expiration of one of the contract renewals, the Agency may provide notice to the Contractor informing them that the Contract will be in holdover status for a period of up to six (6) months with the same contract provisions and conditions. After a holdover period of six (6) months, the contract shall be construed to be a month-to-month contract at the same rate for the services, and all other provisions and conditions of the contract will remain the same.

- b. <u>Invoices</u>: Contractor will verify monthly invoices for accuracy before submission to Project Director for payment. The Contractor will submit monthly invoices within thirty (30) days of completion of monthly services or special projects. Payment will be made after delivery and acceptance of the services rendered as described by the received invoice.
- 5. <u>Uniforms, Weapons, and Equipment:</u> Except as otherwise provided in this paragraph 5 (Uniforms, Weapons, and Equipment), the Agency will issue to the contractor all uniforms, weapons, and equipment used solely at the ALOB by the Security Guards employed under the contract resulting from this RFP. The offeror may issue uniforms, weapons, and equipment that will be used by Security Guards employed under the contract resulting from this RFP. The offeror may issue uniforms, weapons, and equipment that will be used by Security Guards employed under the contract resulting from this RFP only if the uniform, weapon, or equipment is approved by the Project Director.
- 6. <u>Authorities and Limitations:</u> The Contractor shall perform the Services in accordance with any written or verbal order (including, but not limited to, instruction, direction, interpretation, or determination) issued by the Project Director or designee of the Project Director. The Contractor assumes all the risk and consequences of performing the Services in accordance with any order (including, but not limited to, instruction, direction, interpretation, or determination) not issued by the Project Director or designee of the Project Director.
- 7. <u>Contractors Representatives:</u> To facilitate contract administration and inspection by the Project Director and authorized Agency representatives, the Contractor shall provide the following:
 - a. At least two (2) individuals who represent the contractor in every aspect pertaining to the services required by these specifications. At least one of the individuals required under this paragraph must be the Lead Security Officer, or the Lead Security Officer's designee. The individuals described under this paragraph must be identified by the offeror and available within 24 hours of entering into a contract resulting from this RFP. The representatives, their location, and their availability must be satisfactory to the Agency.
 - b. The Contractor shall be available twenty-four hours a day for the purpose of receiving call-out notices. The appropriate phone numbers shall be supplied to the Project Director upon execution of the resulting Contract.
- 8. <u>Performance, License, Uniform, Weapon, and Equipment Inspections:</u> The Project Director or authorized representative(s) of the Agency will periodically conduct on-site

inspections to determine the overall quality of contract performance, the job knowledge of individual Security Guards, the effectiveness of training, to observe and determine the conduct and appearance of Security Guards, and to inspect licenses, uniforms, weapons, and equipment issued or approved by the Agency. Despite the ability to perform on-site inspections under this paragraph 7 (Performance, License, Uniform, Weapon, and Equipment Inspections), neither the Agency nor the Project Director is required to perform and will not be liable for failure to perform the inspections allowed under this paragraph.

The Contractor will have ninety (90) days after Contract Award to comply with the Agency specific training requirements and with uniform, weapon, and equipment requirements of the Agency, if uniform, weapon, and equipment requirements are issued by the Agency.

9. <u>Contractor Duties:</u>

- a. The Contractor shall furnish all supervision, labor, and transportation necessary to satisfactorily perform the security and patrol services in the manner and at the frequencies required by the resulting Contract.
- b. The Contractor will provide, operate, and maintain a security work force to perform all necessary guard functions and other related functions as specified in this RFP. Such service expressly includes the provision of management and administrative services sufficient to operate a comprehensive security program and ensure the terms of the contract are met.
- c. The Contractor's authorized representatives shall act as liaison with the Project Director.
- d. The Contractor will ensure compliance with the Anchorage Legislative Security Operating Procedures Manual (AOPM), provided by the Project Director, and as may be updated from time to time. The AOPM will be provided to offerors that meet the RFP requirements and register for the project with the Procurement Manager.
- 10. <u>Electronic Security Systems:</u> The Contractor shall provide trained, qualified personnel, to oversee CCTV and Fire Alarm Control Panel Systems installed at the ALOB.

11. <u>Minimum Qualifications for Security Personnel assigned to the ALOB. Each Security</u> <u>Guard assigned to a post at the ALOB shall:</u>

- a. Be a United States citizen or resident alien with a work permit.
- b. Be at least 18 years of age.
- c. Be fully literate in the English language (i.e., be able to read, write, speak, understand, and be understood).
- d. Be capable of moving quickly if necessary.

- e. Present a neat, well-groomed appearance.
- f. Be able to stand for long periods of time during shift.
- g. Be neither addicted to nor dependent on alcohol, narcotics, or other drugs.
- h. Have good verbal communication skills in the English language, particularly during stressful situations.
- i. Be able to perform frequent and regular patrols of specified buildings and parking areas.
- j. Be able to follow the procedures set forth in the AOPM.
- k. Be able to handle stressful situations and handle confrontation, both verbal and physical.
- I. Have a valid driver's license, with a copy submitted upon award of contract.
- m. Have three (3) years' experience in an armed security officer position.
- n. Have a current Alaska Armed Security Officer ID, issued by the Dept. of Public Safety, with a copy submitted upon award of contract.
- o. Possess a Concealed Weapons permit, with a copy submitted upon award of contract.
- p. Have qualified (hereinafter "qualified" means meeting the requirements in the Alaska Dept. of Public Safety Firearms Procedures Manual (DPS FPM) with the weapons, ammunition, and equipment, provided by their current employer and qualify with any weapons, ammunition, and equipment, supplied by the Agency, within 90 days of contract award). Qualification documentation must be submitted in each instance.
- **q**. Carry only the weapons, equipment, and wear only the uniform issued or approved by the Agency while on duty, unless other written authorization has been granted by the Project Director.
- r. Have a high school diploma or equivalent.

12. <u>Security Guards must successfully complete the following contractor training within 90</u> <u>days of contract award:</u>

- a. Required training specified in the AOPM.
- b. On-site training by Lead Security Officer of the Contractor; the hours and description of training shall be verified and documented by the Contractor and as otherwise required by the Agency.

13. Security Guards must not have:

- a. 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 full pardon has been granted.
- b. A psychopathic condition or other mental illness impairing the powers of memory, reason, judgment, or perception.
- c. Conduct resulting in dishonorable discharge from the military,
- d. Any pattern of irresponsible behavior.
- 14. <u>Medical Examination</u>: Security Guard must successfully pass a medical examination, conducted at the Contractor's expense, prior to any duty assignment. The medical examination must take the physical requirements shown below of the Security Guard's duties into consideration when the examination is conducted.

The following graph shows some of the physical demands and exposure to potential hazards which can be **reasonably anticipated and expected of the Security Guard**.

The box marked with "X" indicates the rating that best matches the requirement of duties according to the following scale:

NA: Not applicable, **not required** of this position.

- NE: Requirement is present but is not essential to the position.
- **O:** Occasional up to 33 percent of the time **and is** essential to the position.

F: Frequent over 33 percent of the time and is essential to the position.

Duty or potential hazard	NA	NE	0	F
Sitting				Х
Walking				Х
Standing				Х
Running			Х	
Bending or twisting				Х
Squatting or kneeling			Х	
Reaching above shoulder level			Х	
Climbing (e.g., steps, ladders)				Х
Driving cars, light duty trucks	X			

Duty or potential hazard	NA	NE	0	F
Driving heavy duty vehicles	Х			
Using foot controls to operate equipment (e.g., not driving a car)	х			
Repetitive motion of hands/fingers				Х
Grasping with hand, gripping				Х
Lifting/carrying 10-25 pounds				Х
Lifting/carrying 26-50 pounds				Х
Lifting/carrying more than 50 pounds			Х	
Pushing/Pulling				Х
Work in/exposure to inclement weather				Х
Work in/exposure to cold water	Х			
Exposure to dust, chemicals or fumes	Х			
Use of hazardous equipment (e.g., guns, chainsaws, explosives)				х
Work at heights (e.g., towers, poles)	Х			
Exposure to blood, body fluid, or materials potentially contaminated by blood or body fluids			х	
Exposure to needles or sharp implements			Х	
Use of hot equipment (e.g., kitchen ovens and lab equipment)	х			
Seeing objects at a distance				Х
Seeing objects peripherally				Х
Seeing close work (e.g., typed print)				Х
Distinguishing colors				Х
Hearing conversations or sounds				Х
Hearing via radio or telephone				Х
Communicating through speech				Х
Communicating by writing/reading				Х
Distinguishing odors by smell			Х	
Distinguishing tastes			Х	
Exposure to aggressive/angry people (e.g., correctional institutions, law enforcement)			х	
Restraining/grappling with people (e.g., correctional institutions, law enforcement)			х	

- 15. <u>Additional Experience:</u> In addition, guards' experience shall include direct working experience with the following equipment and applications, or similar equipment and applications used for Security, Fire and HVAC monitoring purposes:
 - a. CCTV Systems
 - b. Microsoft Windows Applications
 - c. Fire Alarm Control Panels
 - d. HVAC Control Panels
- 16. <u>Standards of Conduct</u>: Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking disciplinary action on employees as necessary.
 - a. A Security Guard will have frequent contact with Legislators, Legislative Staff and the public and is expected to greet, provide direction, and assist visitors of the ALOB.
 - b. A Security Guard is expected to be effective in establishing and maintaining a good relationship between the contracted security firm, Legislators, Legislative Staff, and the public.
 - c. An improper attitude on the part of the Security Guard can seriously damage the cooperative relationship that must exist between the contracted security firm, Legislators, Legislative Staff, and the public. The Security Guard shall be well trained in being courteous, acting with restraint, and using judgment and common sense.
 - d. Security Guards will fill out all required reports, logs, and forms for each shift in a legible and concise manner.
 - e. Security Guards shall be familiar with and able to effectively assist in implementing emergency procedures for bomb threats, fires, medical emergencies, power outages, and other emergency situations.
 - f. Security Guards will inform the Project Director and Chief of Security for the Agency of any hazardous conditions.
 - g. Security Guards will present a neat, clean, and professional appearance and be always dressed in the prescribed uniform while on duty.
 - h. Security Guards will perform any reasonable safety or security duty for the ALOB which the Project Director may designate on an as-needed basis.
- 17. <u>Supervisory Personnel:</u> The following outlines the various levels of supervisory personnel and requirements for their involvement in the services:

a. <u>Lead Security Officer:</u>

- i. Establish a level of service that meets or exceeds the standards set by the Agency.
- ii. Regularly schedule communication, at least once monthly, with the Project Director in order to anticipate and eliminate problems.
- iii. Regularly schedule review of the daily log for the ALOB, at least once weekly.
- iv. Regularly communicate with the Project Director about systems, equipment, personnel, and overall quality of program, with any deficiencies noted immediately.
- v. Check monthly invoice for accuracy.
- vi. Supervise hiring and training of all new and replacement personnel.
- vii. Advise the Project Director on security and emergency procedures and policies.

2.03 SCOPE OF SERVICES

The successful offeror will provide uniformed, armed Security Guard Services in accordance with 13 AAC 60, this RFP, the resulting Contract and any other documents developed as a result of this RFP or Contract. This RFP does not address all the requirements pertaining to application and certification of Security Guards. Offerors are strongly encouraged to review 13 AAC 60 for specific requirements and qualifications of Security Guard Agencies and Security Guards. State of Alaska regulations are available on the Internet at: http://www.akleg.gov/basis/aac.asp#13.60

The intent is to provide a complete program of Security Guard Services for the ALOB. The scope of services below is provided as the baseline of services to be provided by the Contractor. Potential Offerors shall take note of all requirements of this RFP when providing their proposal for the following services:

- 1. <u>Personnel:</u> All employees shall be hired and trained based on a thorough and demonstrable knowledge and understanding of the work they are to perform. Each employee will be given an itemized list of daily duties and general guidelines as to attitude and priorities.
 - a. Names, addresses, phone numbers, and photographs of all employees of the Offeror will be submitted to the Project Director prior to an employee of the Offeror entering the ALOB. The Agency and Project Director reserve the right, at any time, to reject an employee submitted by the Contractor.
 - b. All employees will be aware of and agree to the Agency policy of no alcoholic beverages, drugs, or illegal substances permitted on the premises. Additionally, it is agreed that any employee showing signs of having used any of alcoholic beverages, drugs, or illegal substances will be removed by the Agency from the ALOB and will not be permitted to return to the ALOB.

- c. The Project Director has the right to request transfer from the premises of any employee the Project Director or the Agency believes to be incompetent, careless, insubordinate, or otherwise objectionable and contrary to the best interest of the ALOB and the Agency. Contractor shall promptly furnish substitute qualified persons for any employees that, in the opinion of the Project Director, are unsatisfactory. All Contractor personnel are to be bonded, and Contractor shall pay all wages, payroll taxes, insurance, and other payments as required.
- 2. <u>Uniforms:</u> Agency will supply uniform clothing for each guard. The Agency will set uniform and grooming standards in the AOPM. Employees of the offeror in the ALOB must comply with the uniform and grooming standards set out in the AOPM. The Contractor may issue uniforms that will be used by Security Guards working at the ALOB only if the uniform is approved by the Project Director.
- 3. <u>Specific Description of the Services:</u> Security Guards performing under this contract represent the Alaska State Legislature and must conduct themselves in a courteous and professional manner. On duty Security Guards must always maintain a commanding presence to the public. Proper utilization of the ALOB's various security systems require well trained, skilled individuals. In addition to the Security Guard requirements of 13 AAC 60, specific requirements of Security Guards performing under this contract are outlined in the AOPM along with other safety and security measures as requested by the Project Director. The Security Guard on duty each day will be responsible for raising and lowering the ALOB's flags at the beginning and end of their shifts.

2.04 LOCATION OF SERVICES

The location that the services are to be performed, completed, and managed is:

Anchorage Legislative Office Building (ALOB) 1500 W. Benson Blvd. Anchorage, Alaska 99503

SECTION THREE - PROPOSAL FORMAT AND CONTENT

3.01 GENERAL INSTRUCTIONS

The Agency discourages overly lengthy and costly proposals; however, in order for the Agency to evaluate proposals fairly and completely, Offerors should follow the format set out in this section and provide all information requested.

Offerors must deliver their proposals according to paragraph 1.09 (Proposal Delivery and Acceptance) of Section One of this RFP.

The proposal must be split into two parts: 1) a technical proposal and 2) a cost proposal.

3.02 TECHNICAL PROPOSAL FORMAT

All proposals shall include the following items in the order as shown. Please be as concise and clear as possible.

Cover Letter

Provide a cover letter on the Offeror's letterhead signed by a person with the authority, including, but not limited to, fiscal authority and authority contractually to bind the Offeror, certifying the accuracy of all information in the proposal and certifying that the proposal will remain valid for 90 days from the date of closing. This Cover Letter should have the Offeror's name, address, telephone number, email address, Alaska business license number (see paragraph 1.03 of the Notices to Offerors for requirements), tax identification number, and legal (e.g., corporate) entity number of the Offeror and the current status of that entity. If the Offeror is a corporation or a limited liability company, the business entity must be in good standing with the State of Alaska Department of Commerce, Community, and Economic Development at the time of proposal submission.

3.03 UNDERSTANDING OF THE SERVICES AND IMPLEMENTATION OF SERVICES

Offerors must provide comprehensive narrative statements that illustrate their understanding of the service requirements of the RFP and the implementation of services schedule. Offerors shall include their preference to Agency issued uniforms, tools, weapons, and equipment that is used by the Security Guards at the ALOB. Offerors shall also indicate in their Technical Proposal if they can provide the services of this RFP in other areas of the State of Alaska for the Agency.

3.04 MANAGEMENT PLAN

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 services required and meet the Agency's outlined schedules.

3.05 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the services called for in this RFP; illustrate the lines of authority; designate the individual supervisor or manager responsible and accountable for the management of the services that are to be provided in this RFP. Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will work on the contract and provide the following information about each supervisor and or manager person listed:

- title
- resume

Offerors must provide three letters of reference from current or recent clients that they have provided similar services to. Proposals that do not include at least three references may be deemed non-responsive. An authorized agent of the current or recent client for which the services were provided to the client (the Offeror's customer) must provide the reference information and sign and date the letter. It is the Offeror's responsibility to ensure that the completed letters are submitted with the proposal by the submission date, for inclusion in the evaluation process. Any client reference letters that are not received may adversely affect the Offeror's score in the evaluation process. The Agency may contact the client references for validation of the information provided in the client reference letters. If the Agency finds erroneous information, evaluation points may be deducted, or the proposal may be rejected entirely.

3.06 COST PROPOSAL REQUIREMENTS

Only one (1) copy of the COST PROPOSAL FORM should be submitted in a <u>separate</u> sealed envelope marked COST PROPOSAL FORM with the RFP number on the outside of the envelope, or in a PDF document marked Cost Proposal with the RFP number in the subject line of the email that the PDF Proposal is sent in.

This is a fixed-price contract. The total price in the offer must include all charges which can be reasonably anticipated by the scope of work described in this RFP, including, but not limited to, supplies, equipment, fees, professional services, and expenses, including travel.

SECTION FOUR - EVALUATION CRITERIA

It is the Agency's intent to conduct a comprehensive, fair, and impartial evaluation of all proposals. All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out below. The total number of points used to score the responses is 1000. A sample evaluation form is also included which lists the questions that will be used by the Proposal Evaluation Committee (PEC) to evaluate the proposals.

4.01 UNDERSTANDING OF THE SERVICES AND IMPLEMENTATION OF THE SERVICES

(10 PERCENT – 100 POINTS)

- 1) How well has the Offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the Offeror identified pertinent issues and potential problems related to the project?
- 3) Has the Offeror demonstrated an understanding of the Agency's time schedule, and do they appear to have the ability to meet the Contract start date?

4.02 MANAGEMENT PLAN

(30 PERCENT - 300 POINTS)

- 1) How well does the management plan support all the service requirements in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Does the management plan illustrate lines of authority and communication?
- 4) Is the organization of the project team clear?

4.03 EXPERIENCE AND QUALIFICATIONS

(30 PERCENT – 300 POINTS)

- 1) <u>Questions regarding the personnel:</u>
 - A. Do the individuals assigned to lead or manage this service contract have experience with similar projects?
 - B. Are resumes complete and do they demonstrate background that would be desirable for individuals leading or managing the services that the contract requires?
- 2) <u>Questions regarding the Offeror:</u>
 - A. How well has the Offeror demonstrated experience in providing services similar to the requirements of this RFP?
 - B. Has the Offeror provided at least three reference letters from previous or current clients that describe a positive view of the Offeror and the services that they provided?

4.04 CONTRACT COST (30 PERCENT – 300 POINTS)

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 formula listed below. If the legislative procurement procedures are applicable, all Alaskan Offerors will receive a five (5) percent bidder's preference. This preference will be given before converting the cost to points. The Agency's Procurement Manager will be calculating this section of the evaluation criteria after the PEC and Procurement Manager record scores for the PEC's evaluations of all Technical Proposals that are received.

Formula for Converting Cost to Points

([PRICE OF LOWEST COST PROPOSAL] X [MAXIMUM POINT FOR COST]) DIVIDED BY (COST OF EACH HIGHER PRICED PROPOSAL)

SECTION FIVE – ATTACHMENTS

5.01 SAMPLE EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out below. The total number of points used to score this proposal is 1000.

Person or Firm Name:

Name of Proposal Evaluation Committee Member:

Date of Review:

RFP Number:

A. Understanding of The Services and Implementation of The Services – 10 Percent (Maximum Point Value for this Section – 100 Points [1000 Points x 10% = 100 Points]) Scale Rating 1 : 100 where 1=lowest and 100=highest

A detailed description of the services to be provided which explains the Offeror's understanding of the services required and implementation of the services.

- 1) How well has the Offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the Offeror identified pertinent issues and potential problems related to the project?
- 3) Has the Offeror demonstrated an understanding of the Agency's time schedule, and do they appear to have the ability to meet the Contract start date?

Evaluator's Point Total for Section A

B. Management Plan – 30 percent

(Maximum Point Value for this Section – 300 Points [1000 Points x 30% = 300 Points]) Scale Rating 1 : 300 where 1=lowest and 300=highest

The Management Plan for the implementation, ongoing support, and overall management of the services requested in this RFP.

1) How well does the management plan support all the service requirements in the RFP?

2) How well is accountability completely and clearly defined?

- 3) Does the management plan illustrate lines of authority and communication?
- 4) Is the organization of the Offeror's team clear?

Evaluator's Point Total for Section B

C. Experience and Qualifications – 30 Percent

(Maximum Point Value for this Section – 300 Points [1000 Points x 30% = 300 Points]) Scale Rating 1 : 300 where 1=lowest and 300=highest

The experience and qualifications of the personnel assigned to lead or manage the personnel assigned to the project and the experience and qualifications of the Offeror.

- 1) Questions regarding the personnel:
 - A. Do the individuals assigned to lead or manage this service contract have experience with similar projects?
 - B. Are resumes complete and do they demonstrate background that would be desirable for individuals leading or managing the services that the contract requires?

2) <u>Questions regarding the Offeror:</u>

- A. How well has the Offeror demonstrated experience in providing services similar to the requirements of this RFP?
- B. Has the Offeror provided at least three reference letters from previous or current clients that describe a positive view of the Offeror and the security services that they provide or provided?

Evaluator's Point Total for Section C

EVALUATOR'S COMBINED TOTAL FOR SECTIONS A THROUGH C

D. Contract Cost – 30 Percent

(Maximum Point Value for this Section – 300 Points [1000 Points x 30% = 300 Points])

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 formula listed below. All Alaskan Offerors will receive a five (5) percent bidder's preference. This preference will be given before converting the cost to points. The Agency's Procurement Manager will be calculating this section of the evaluation criteria.

Formula for Converting Cost to Points (The amount of each cost proposal is reached after applying any applicable bidder's preferences.)

([PRICE OF LOWEST COST PROPOSAL] X [MAXIMUM POINT FOR COST]) DIVIDED BY (COST OF EACH HIGHER PRICED PROPOSAL)

a.	Price of Lowest Cost Proposal	
b.	Maximum Points for Cost	300 Points
c.	Total of a times b	
d.	Cost of Higher Price Proposal	
e.	Divide c by d	= Points

Point Total for Section D

OFFEROR COMBINED TOTAL FOR SECTIONS AVERAGES A THROUGH D

5.02 COST PROPOSAL FORM

RFP Number: 649 **RFP Title and Description:** Anchorage Legislative Office Building Security Services

	OFF	FEROR	
Company Submitting prop	oosal:		
Address:			
City, State, Zip Code:			
Telephone No.:	Ema	ail address:	
Tax Identification No.:	Alas	ska Business License No.:	
	COST P	PROPOSAL	
Prices for the services outling a part of the resulting Contri	ed in RFP 649. Below repre act. The representations in ervice performed by the Co	accordance with the RFP as the sents a basis for each chargeable the categories below are for ev ntractor throughout the Contract	service that will be made valuation purposes and to
A. Base Monthly Contract fe	e:	\$	Per Month +
Upon request extra covera	ge outside of normal hour	s listed in 2.03 (Scope of Servic	es):
B.1. Standard hourly rate per	• Security Guard:\$	Per Hour times (x) 100 h	nrs. = \$+
B.2. Overtime hourly rate pe	r Security Guard:\$	Per Hour times (x) 50 hr	s. = \$=
C. Total Proposed Contr	eact Prices: (A+B.1+B	.2 = C)	
I		for evaluation purposes)	
	Total of Pro	<pre>posed Contract Prices \$ _</pre>	
the State of Alaska; (b) th Employment Opportunity A Americans with Disabilities (e) all terms and conditions a arrived at, without collusion least 90 days from date of provided to the general pub	e applicable portion of the Act and the regulations is Act of 1990 and the regulations set out in this RFP; (f) a con- n, under penalty of perjur submission of offer to A lic under the resulting con-	that they comply with the fo the Federal Civil Rights Act ssued thereunder by the fede ulations issued thereunder by ondition that the proposal subm y; (g) that the offers will rem gency; and (h) that programs ntract will conform to the Am y the federal government. If an	of 1964; (c) the Equal eral government; (d) the the federal government; nitted was independently ain open and valid for at , services, and activities ericans with Disabilities
		serves the right to disregard the	

 Offerors may use boxes at left to check off items when completed.

If an Offeror fails to submit the following items in its proposal, the Agency may consider the proposal non-responsive.

This checklist is intended as a reminder of certain important items and is not intended to be a complete list of what must be included in the proposal.



TO INCLUDE:

Cost Proposal Form (paragraph 5.02)
A copy signed by the Offeror of each amendment issued by the Agency
Technical Proposal with signed Cover Letter that includes all required licenses and qualifications
Alaska Business License and Entity information included within Technical Proposal Cover Letter
Three Letters of Reference and Management or Supervisors resumes included with Technical Proposal
Submission of Technical and Cost Proposals in separately sealed envelopes or PDF attachments