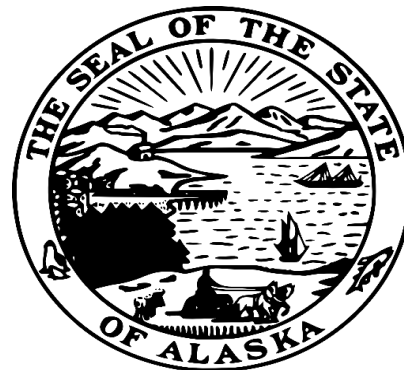


STATE OF ALASKA

INVITATION TO BID (ITB)



Unarmed Security Guards & Security Patrol - Palmer State Office Building

ITB NUMBER: 2523C041

ISSUE DATE: FEBRUARY 24, 2023

The Department of Transportation and Public Facilities, Administration Services Division, Supply & Services is soliciting bids from qualified vendors to provide unarmed security services at the Palmer State Office Building.

IMPORTANT NOTICE: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed below in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that they comply with the following:

- (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 the following forms of evidence 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, under penalty of perjury, 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;
 - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
 - the bid will remain open and valid for at least 90 days;
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default.

DAN TRUBIANO PROCUREMENT OFFICER Phone: 907-269-0862 Fax: 907-269-0872 Email: daniel.trubiano@alaska.gov	_____ COMPANY SUBMITTING BID	Note: An Alaska Business License will be required prior to award. Out-of-State bidders must also comply with all corporate laws of the State of Alaska regarding performing business in the State. _____ E-MAIL ADDRESS _____ ALASKA BUSINESS LICENSE NUMBER _____ VENDOR TAX ID NUMBER
	_____ AUTHORIZED SIGNATURE	
	_____ PRINTED NAME	
	_____ DATE	

This procurement is being processed and administered under the DOT&PF delegation of procurement authority in accordance with AS 36.30.270, COB # 03-006, and is a commodity code assigned to DOT&PF by the Department of Administration, Office of Procurement and Property Management for procurement action.

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SECTION 1 INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

This Invitation to Bid (ITB) is intended to result in a contract award to a qualified vendor to provide unarmed security services at the Palmer State Office Building, for The Department of Transportation and Public Facilities, Division of Facilities & Services (DFS).

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00PM** Alaska Time on **MARCH 17, 2023**, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE

See attachment C Scope of Work.

SEC. 1.04 INVITATION TO BID (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten 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.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

PROCUREMENT OFFICER: Dan Trubiano PHONE: 907-269-0862

EMAIL: daniel.trubiano@alaska.gov FAX: 907-269-0872

SEC. 1.06 SUBMITTING BIDS

Bidders must submit one hard copy of their bid, in writing, to the procurement officer in a sealed package.

The sealed bid package must be addressed as follows:

Department of Transportation & Public Facilities

Central Region Procurement Supplies & Services

Attention: **Dan Trubiano**

Invitation to Bid (ITB) Number: **2523C041**

ITB Title: **Unarmed Security Guards & Security Patrol - Palmer State Office Building (PSOB)**

2200 East 42nd Ave. Room 110

Anchorage, Alaska 99508

ELECTRONIC BID SUBMISSION: If sending electronically; bids must be emailed to dotcrprocurement@alaska.gov no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the maximum size of a single email (including all text and attachments) that can be received by the state is **10mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than **10 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) 269-0867** or **269-0873** 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.

SEC. 1.07 BID FORMS

Bidders shall use the forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

BIDDER'S CERTIFICATION

By signature on the bid, the bidder certifies that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

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

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SEC. 1.08 PRICES

The bidder shall state prices in the units of issue on this ITB. 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.

SEC. 1.09 PRE-BID CONFERENCE

No pre-bid conference will be held for this solicitation.

SEC. 1.10 BID BOND - PERFORMANCE BOND - SURETY DEPOSIT

Bid Bond Not required for this project

Performance Bond Not required for this project

Surety Deposit Not required for this project

SEC. 1.11 ASSISTANCE TO BIDDERS WITH A DISABILITY

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

SEC. 1.12 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

SEC. 1.13 AMENDMENTS TO THE ITB

If an amendment is issued, it will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the State of Alaska Online Public Notice website.

SEC. 1.14 ITB SCHEDULE

The ITB schedule set out herein represents the State of Alaska's **best estimate** of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / ITB Released		February 24, 2023
Site Visit	2:00 PM Alaska Time	March 9, 2023
Deadline for Receipt of Bids / Bid Due Date	2:00 PM Alaska Time	March 17, 2023
Bid Evaluations Complete		March 20, 2023
Notice of Intent to Award		March 20, 2023
Contract Award / Purchase Order (PO)		March 31, 2023
Contract Start Date		April 1, 2023

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Transportation & Public Facilities (DOT&PF), or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.15 SITE INSPECTION

SITE VISIT: The state will conduct a site visit to see the conditions under which the work will be performed. **The site visit will start at 2:00PM Alaska Time on March 9, 2023.** A successful bidder's failure to attend the Site Visit will in no way relieve the offeror of the responsibility to perform the work in strict compliance with the terms, conditions, and specifications of the contract.

While the Site Visit is not MANDATORY, IT IS HIGHLY RECOMMENDED.

The Site Visit will be conducted by the **Project Manager Raymond Heyano** or his assigned designee and the Procurement Officer and is designed to show bidders the locations of work performance only. If bidders have questions based on the Site Visit, the questions must be submitted in writing to the Procurement Officer named on the front page of this ITB.

SEC. 1.16 ALTERNATE BIDS

Bidders may only submit one bid for evaluation. In accordance with 2 AAC 12.830 alternate bids (bids that offer something different than what is asked for) will be rejected.

SEC. 1.17 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.

SEC. 1.18 SUPPORTING INFORMATION

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement 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 or services 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.

SEC. 1.19 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 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.

SECTION 2 CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award, through **MARCH 31, 2024**, with the option to renew for five (5) additional one-year renewals. Renewals are at the states option.

SEC. 2.02 CONTRACT PRICE ADJUSTMENTS

Contract prices shall remain firm through the end of the first term of the contract.

Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Anchorage Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average *Half-2 2022* **260.576** (July through December and each July through December six month average thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

SEC. 2.03 PRICE DECREASES

During the full term of the contract, including all renewals, all price decreases experienced by the contractor must be passed on to the state. The contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

SEC. 2.04 CONTRACT EXTENSION

Unless otherwise provided in this ITB, the state and the successful bidder/contractor agree: (1) that any extension 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) the procurement officer will provide written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.05 CONTRACT FUNDING

Payment for the contract is subject to funds already appropriated and identified. The resulting contract award will be state funded.

SEC. 2.06 PROCUREMENT OFFICER OF RECORD AND PROJECT MANAGER

The Procurement Office of Record (POR): is responsible for all changes to the contract including all contract amendment such as renewals and price adjustments. The current POR is listed below:

Dan Trubiano, Procurement Specialist

907-269-0862

PROJECT MANAGER: The project manager of this contract is the responsibility of **Raymond Heyano, DFS Facilities manager (907) 269-5983**, Central Region Department of Transportation & Public Facilities or his assigned designee.

SEC. 2.07 SERVICE DEFICIENCY CLAIMS

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 by the Project Manager or assigned designee. The contractor will advise the state, in writing, of the corrective action being taken.

If a deficiency is not corrected within 24hrs from the time it is issued, the state may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the state for the amount required to correct the problem.

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

SEC. 2.08 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the state will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured required state approvals necessary for the amendment and issued a written contract amendment.

SEC. 2.09 WORKMANSHIP AND MATERIALS

All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, maintenance and inspections. Service, maintenance and inspections that are improperly done will be redone, by the contractor, at the contractor's risk and expense.

SEC. 2.10 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.11 CONTRACT TYPE

This solicitation is intended to result in a firm fixed monthly price contract for security guard services and security patrol services to include all associated costs for all permits, materials, equipment, labor, training and performing all work outlined in the Scope of Work.

SEC. 2.12 BILLING INSTRUCTIONS

Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order. The ordering agency will only make payment after it receives the services and the invoice. Question concerning payment must be addressed to the ordering agency.

Invoices for partial deliveries will not be accepted. Partial payments will not be made. Invoices must be submitted to the appropriate office.

SEC. 2.13 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.

Any single contract payments of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 2.14 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.

SEC. 2.15 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Because of the additional administrative and accounting time required of the state when third party financing agreements are permitted, they will not be allowed under this contract.

SEC. 2.16 CONTRACT PAYMENT

Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

SEC. 2.17 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is in Palmer, Alaska.

While contractor travel is not anticipated, the state will not pay travel costs of any kind if the contractor chooses to travel for work related to the contract.

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

SEC. 2.18 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.19 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.20 F.O.B. POINT

While the intended contract is service based, in the event goods are purchased through this contract, shipping terms shall be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to Palmer, AK.

SEC. 2.21 CONTRACT PERSONNEL

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

SEC. 2.22 INSPECTION/MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project manager may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

SEC. 2.23 LIQUIDATED DAMAGES

Does not apply

SEC. 2.24 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.

SEC. 2.25 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 provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

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

SEC. 2.26 INSURANCE REQUIREMENTS

Without limiting the contractor's indemnification, it is agreed that the 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 procurement officer prior to contract approval and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and

shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

- Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.
- Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- 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.

SEC. 2.27 TERMINATION FOR DEFAULT

If the project manager determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

SECTION 3 SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE

State of Alaska is seeking bids for unarmed security guard services in the Palmer State Office Building. Qualifications, required training, testing and other requirements are described in the sections to follow.

SEC. 3.02 MINIMUM QUALIFICATIONS FOR SCREENING SECURITY GUARDS

The Contractor shall insure that all screening security guards and their supervisors:

- A. Meet or exceed the minimum standards for unarmed security guards required by 13 AAC 60.050 - 13 AAC 60.900. All guards must be licensed in accordance with the referenced code:
- B. Fluently speak, read, and write the English language with no indistinct speech patterns.
- C. Have vision; corrected or uncorrected, which will be sufficient to perform all necessary security screening functions.
- D. Hear normal voice conversations as well as the whispered voice at 15 feet with each ear with the use of a hearing aid acceptable to meet this standard.
- E. Be capable of maintaining a professional demeanor in dealing with Palmer State Office Building employees, tenants and the general public.
- F. Be capable of using reasonable and prudent restraint in all situations.

SEC. 3.03 PHYSICAL DEMANDS AND POTENTIAL HAZARDS

This information is necessary in part to insure compliance with the Americans with Disabilities Act and the OSHA Bloodborne Pathogens Standards. These are the physical demands or exposure to hazards which can be reasonably anticipated in the normal and customary performance of the essential functions of the position according to the following scale:

F: Frequent, 34-66 percent of the time

O: Occasional, up to 33 percent of the time and essential to the position (for example, a lifeguard swims only occasionally, but it is essential that a lifeguard be able to swim)

C: Continuous, over 66 percent of the time

	F	O	C
Sitting		X	
Walking	X		
Standing			X
Running		X	
Bending or Twisting	X		
Squatting or Kneeling	X		
Reaching above shoulder level		X	
Using foot controls		X	
Repetitive motion of hands/fingers			X

	F	O	C
Grasping with hand, gripping		X	
Lifting/Carrying 10-25 pounds		X	
Lifting/Carrying 26-50 pounds		X	
Pushing/Pulling		X	
Exposure to dust, chemicals or fumes	X		
Exposure to infection, germs, or contagious disease			X
Exposure to blood, body fluid, or materials potentially contaminated by blood or body fluids		X	
Exposure to needles or sharp implements		X	
Exposure to electrical current			X
Seeing objects at a distance		X	
Seeing objects peripherally		X	
Seeing close work (e.g. typed print)		X	
Distinguishing colors		X	
Hearing conversations or sounds			X
Hearing via radio or telephone			X
Communicating through speech			X
Communicating by writing/reading			X
Distinguishing odors by smell		X	
Exposure to aggressive/angry people		X	
Restraining/Grappling with people		X	

SEC. 3.04 TRAINING OBJECTIVES AND RECORD KEEPING

All screening security guards used by the Contractor to perform weapon-screening functions shall be trained in proper screening techniques, physical inspection, use of metal detectors, and use of x-ray systems.

- A. In addition to the primary security objectives as defined in these specifications, the training shall emphasize the need for courteous, cautious, and efficient application of screening procedures.
- B. The training shall be presented in a formal manner with the opportunity provided for questions and answers from the screening security guards.
- C. Current and accurate training records shall be maintained for each screening security guard reflecting the date and type of training received.
 - a. The records shall be made available to the State of Alaska upon request
 - b. The records shall be maintained for a period of at least five years following the termination of the employee.

SEC. 3.05 INITIAL TRAINING

The Contractor shall ensure that no screening security guard is assigned to work at the Palmer State Office Building unless the screening security guard has:

- A. Received a presentation covering the purpose and seriousness of the screening function, with emphasis on special screening situations and screening equipment operation. The presentation shall include weapons and dangerous device guidelines, x-ray screening guidelines, and physical inspection guidelines.
- B. Read and understood any procedures for screening provided by State of Alaska.
- C. Viewed the x-ray system manufacturer's training video and completed corresponding tests if the person is assigned to use the x-ray equipment.
- D. Viewed a training audiovisual program and completed corresponding tests to detect all State of Alaska approved types of test objects under realistic conditions.
- E. Read and understand all policies and procedures pertaining to the building and its operations. All such information, including the procedures for screening, shall be kept in a Palmer State Office Building Guard Duties and Emergency Information Handbook maintained by the Contractor and kept at each guard station. Prior to initial assignment to the Palmer State Office Building screening post and monthly thereafter, each guard shall sign an acknowledgement that he/she has read and understood the contents of the handbook. Such acknowledgements shall be maintained in the handbook and be available to State of Alaska and the State of Alaska immediately upon request.

SEC. 3.06 ON-SITE TRAINING

At a minimum, the Contractor shall provide the screening security guard with formal on-the-job training as described below:

- A. All persons hired shall be assigned to work initially with or under the close supervision of more experienced personnel prior to the screening security guard making independent judgments regarding the people or property having access to the secured area. During this period, the screening security guard shall be tested using State of Alaska approved test objects.
- B. The Contractor's supervisory personnel shall provide frequent observation of the performance of all screening security guards, with particular attention to newly hired personnel to;
 - a. Insure that each screening security guard knows and understands the job requirements and procedures;
 - b. Provide instruction and practical guidance to screening security guards as appropriate;
 - c. Annotate a screening security guard's training records with observations and deficiencies when necessary.

SEC. 3.07 RECURRENT TRAINING

All screening security guards shall be given 2 hours of training in the areas described in section 5 above at least once each calendar quarter.

SEC. 3.08 UNIFORMS

- A. The Contractor shall provide uniforms for screening security guards. All screening personnel must wear the same type of uniform and it must include a patch or badge clearly identifying the company.
- B. Uniforms shall clearly identify the screening security guard as private security.
- C. Uniforms of on-duty screening guards must be neat and presentable at all times. Guards must be neatly groomed.
- D. Each guard on duty shall have a company identification card and his/her state issued guards license clipped to his/her uniform and visible to the public. A dosimeter must also be assigned to each guard and clipped to his/her uniform.

SEC. 3.09 SCREENING EQUIPMENT MAINTAINED AT THE SCREENING LOCATION

At a minimum, the Contractor shall provide the screening security guard with formal on-the-job training as described below:

- A. A One walk-through metal detector.
- B. One each hand-held metal detector.
- C. One each x-ray screening system.
- D. Dosimeters (to be provided by Contractor)

SEC. 3.10 SCREENING EQUIPMENT TESTING

At a minimum, the Contractor shall provide the screening security guard with formal on-the-job training as described below:

- A. For each detection device as defined in these specifications used by the Contractor, an initial test shall be conducted by State of Alaska to establish the minimum setting at which the device shall be operated. The Contractor as set forth below shall conduct all other tests described herein.
 - a. To ensure that there is no undetected deterioration in the effectiveness of the device, the Contractor will conduct an operational test each time the machine is put into service.
 - b. Results of operational tests for each detection device shall be recorded and maintained by the Contractor for at least one year. Such results shall be provided to State of Alaska immediately upon request.
- B. OPERATIONAL TESTS TO BE CONDUCTED BY THE CONTRACTOR
 - a. **WALK-THROUGH METAL DETECTOR.** The following test shall be performed prior to the start of the security process each day using a State of Alaska approved test object. The form of the test(s) to be conducted by the Contractor may be modified by State of Alaska at any time as they feel is required to maintain security.

- 1) The person conducting the test shall divest himself/herself of all extraneous metal, i.e., rings, wristwatches, coins, etc., prior to beginning the test.
- 2) A test object selected by State of Alaska shall be carried three times, in the direction of normal traffic flow, through each detection zone at a normal walking speed for a total of nine tests to be performed.
- 3) A device which alarms all three times in each detection zone is considered to be in satisfactory operating condition.
- 4) A device which fails to alarm all three times in each detection zone is not in satisfactory condition and will not be used until State of Alaska is informed and corrective action is taken e.g., sensitivity is adjusted.
- 5) In no case shall the Contractor change the sensitivity without prior approval from State of Alaska.
- b. **HAND-HELD METAL DETECTOR.** This test shall be performed prior to the start of the security process each day on hand-held metal detectors used for screening to determine whether the device is operating at an effective level. The form of the test(s) to be conducted by the Contractor may be modified by State of Alaska at any time if it believes it necessary to maintain courthouse security.
 - 1) Placing it in close proximity (two to four inches) activates the device to metal
 - 2) A properly operating device will indicate the detection of metal by audio alarm as the unit nears the test object.
 - 3) A device, which fails to alarm, is not in satisfactory condition and will not be used until the State of Alaska is informed and corrective action is taken e.g., sensitivity is adjusted.
 - 4) In no case shall the Contractor change the sensitivity without prior approval from State of Alaska.
- c. **X-RAY INSPECTION SYSTEMS.** This test will be performed prior to the start of the security process each day on x-ray systems used for inspecting parcels entering the court complex. The form of the test(s) to be conducted by the Contractor may be modified by State of Alaska at any time as they feel is required to maintain courthouse security.
 - 1) Putting State of Alaska approved test objects through the systems activates the x-ray system.
 - 2) A properly operating x-ray system will indicate the detection of all State of Alaska approved test objects on the viewing screen.
 - 3) An x-ray system, which fails to reveal test objects, is not in satisfactory condition and will not be used until the State of Alaska is informed and corrective action is taken.
- d. **PHYSICAL SEARCH OF HAND-CARRIED PARCELS.** At least once each month the Contractor's supervisory personnel will test the proficiency of the security screening guard in searching suspicious parcels by using State of Alaska approved test objects in hand-carried parcels.
- e. **DOSIMETERS SHALL BE TESTED AT LEAST ONCE MONTHLY OR ACCORDING TO MANUFACTURER'S STANDARDS.**

The Contractor shall insure that each screening security guard working at a screening checkpoint where x-ray is used wears an individual personnel dosimeter.

 - 1) Each dosimeter shall be evaluated at the end of each calendar month.
 - 2) A record of screening security guard duty time and the results of dosimeter evaluations shall be maintained by the Contractor and will be made available to the State of Alaska upon request

SEC. 3.11 SECURITY SCREENING AND PERSONNEL REQUIREMENTS

Contractor shall provide for the Palmer State Office Building **two (2) unarmed security guards to operate the screening station at all times Monday through Friday for the hours of 7:45 a.m. until 4:30 p.m.** with the exception of ½ hour lunch breaks at which time it will be operated by one (1) guard. Lunch breaks will be coordinated with the court schedule. It is preferable that each team of guards assigned to the screening location includes at least one male and one female guard:

- A. The PSOB will observe the Alaska State holiday calendar and the security guard screening station will not operate on these holidays. The security guard screening station will be closed on weekends, if there is a weekend activity at the courthouse then the main entrance to the courthouse will be used.
- B. Contractor shall immediately notify State of Alaska if at any time it is unable to provide the full number of guards required. Contractor shall immediately report the total number of staff hours during which the requisite number of guards was not provided and shall not bill State of Alaska for those hours.
- C. Contractor's personnel shall screen all persons and their possessions, mail, packages, deliveries and other objects entering the courthouse through a security screening entrance during security screening hours by use of metal detectors and/or x-ray equipment as described in this document or other operating procedures established by State of Alaska and any modification thereto.
- D. The Palmer State Office Building considers the following items prohibited/weapons: Knives of any size, ammunition, pepper spray, large tools, large scissors, anything that can be used as weapon is not allowed. No alcoholic beverages are allowed in the courthouse. Aerosols of personal size (deodorant etc.) are allowed. These items will not be stored by the security guards for the public.
- E. Contractor's personnel shall provide general information and directions to all courthouse visitors. They shall maintain a professional and courteous demeanor at all times with all staff and visitors. When dealing with problem behavior situations, including angry and verbally abusive visitors, they shall maintain and project a calm and courteous attitude. They should remember at all times that the visitor is always welcomed however, problematic behavior is not welcomed. Contractor's personnel should approach these situations in pairs and gather written statements from any State of Alaska employee(s) who witnessed the situation.
- F. Contractor shall prepare security incident reports regarding any unusual situations. A copy shall be provided to State of Alaska or his/her designee 24 hours of the time the report is written.
- G. Contractor shall provide a monthly report to the State of Alaska or his/her designee of the types and number of prohibited weapons that were detected, the number of individuals who were observed to turn and walk away upon seeing the screening station, and the number of individuals screened outside of regular working hours. The report for each month will be provided by the 10th day of the following month.
- H. Contractor is responsible to ensure that each of its employees assigned to perform services for State of Alaska shall attend diligently to the employee's responsibilities without undue distraction or deviation. To that end, Contractor shall train and counsel employees and establish policies prohibiting the conduct of personal business while performing services for State of Alaska, with reasonable exceptions for family and personal emergencies and similar occurrences. They shall avoid inappropriate and/or excessive socializing with patrons, staff, vendors and other officers while on the premises. They shall not read any books, newspapers, magazines, eReaders, iPads, and smartphones or view any other type of non-security related materials while on duty. Contractor shall establish and administer disciplinary procedures to enforce such policies. If State of Alaska, at his/her sole discretion, believes that Contractor's personnel is not diligent in the performance of the employee's responsibilities, State of Alaska may direct the Contractor to cease to allow the employee to perform services at Palmer State

Office Building and replace the employee with another, and Contractor shall immediately take all steps necessary to accomplish such direction.

- I. If State of Alaska, in his/her sole discretion, believes that the presence of a Contractor's personnel is detrimental to the normal conduct of the business of the Palmer State Office Building, State of Alaska may direct the Contractor to limit or cease to allow the employee to perform services at the Palmer State Office Building and to replace the employee with another, and Contractor shall immediately take all steps necessary to accomplish such direction
- J. Much of the business of the Palmer State Office Building and the Palmer Courthouse is necessarily confidential and not subject to public disclosure. The confidentiality of draft options, internal memoranda conversations regarding pending issues and other court business are essential to the court's function. Additionally, records related to personnel issues, procurement proceedings, internal policy discussions, and other administrative issues are also confidential. Prior to commencing any work under this contract, the Contractor shall inform all agents, principals, officers, and employees working at the Palmer State Office Building that the disclosure of any confidential state or court business observed or overheard may result in permanent removal from the premises and may be grounds for termination of contract and even criminal prosecution.
- K. If an employee who works on the Palmer State Office Building premises is arrested, convicted of an offense other than a minor traffic offense, or becomes subject to a temporary or permanent restraining order, Contractor shall immediately report this fact to State of Alaska.
- L. While on the premises, Contractor's personnel shall not carry or possess weapons, including firearms, knives, batons, chemical agents such as pepper spray, and electrical stun devices.
- M. Contractor's personnel shall constantly observe the actions of persons within the vicinity (inside or outside the building) and immediately report to State of Alaska any situation that causes them to be concerned about the safety of the Palmer State Office Building, the Palmer Courthouse or any person. Contractor personnel shall not detain or arrest any person. If an incident occurs that causes any of the Contractor's personnel to believe that a person should be detained or arrested, he/she shall immediately contact the Palmer Police Department at (907) 745-4811. Contractor's personnel shall remain on the Palmer State Office Building premises for the entire duration of their duties.
- N. Contractor's personnel shall not hold any object, whether prohibited or non-prohibited, at the screening station for any individual.
- O. Contractor shall provide the Contractor's fax number to be used for sending and receiving communications, as necessary.
- P. Contractor personnel shall conduct the following opening procedures each day:
 - a. Check all non-public entrance doors (interior), to make sure they are secured;
 - b. Unsecure the doors leading to the courthouse and unsecure the south side exterior door leading into the screening lobby;
- Q. Contractor's personnel shall conduct the following closing procedures each day:
 - a. Stop the public from entering the building for normal business;
 - b. Tour causeway and direct public to leave the building;
 - c. Check all public and non-public doors interior and exterior in the immediate guard area, to make sure they are secured.

- R. Contractor's personnel may speak only English while on the job. However, screening guards and their supervisors may speak a language other than English:
 - a. When a member of the public seems able to communicate with a security guard or supervisor only in a language other than English.
 - b. While not on the job (such as during lunch, during breaks, and during their own time); or
 - c. If deemed necessary by State of Alaska.
- S. Special emphasis is placed on control of keys and key cards. The Contractor is required to sign for all keys and key cards. All keys and key cards are to be obtained from State of Alaska and are to be returned to State of Alaska's office at the end of each day. No duplications are to be made. In the event of lost keys or key cards, contact State of Alaska for replacements. The Contractor shall immediately notify State of Alaska upon discovery that any keys or key cards are missing, lost, or otherwise not accounted for. The Contractor shall be liable for all costs incurred due to their losing or misplacing keys or key cards, including the cost of re-keying any and all doors affected or reprogramming electronic entry systems.

SEC. 3.12 CERTIFICATION OF COMPLIANCE

Contractor shall deliver to State of Alaska a certified and notarized statement (Certification of Compliance) confirming under oath that each guard assigned has met all of the terms and conditions of this contract, including qualifications and training, applicable to the guard at the time of assignment. The Certification of Compliance shall be reissued on the anniversary date of each such guard. **A copy of the Certification of Compliance for each guard is due before award of this contract.**

SEC. 3.13 GUARD PATROL SERVICES

TWO (2) DISMOUNTED COMPLETE BUILDING AND GROUNDS PATROLS EACH NIGHT.

- 1. The patrols are to be performed 7 nights per week between the hours of 9:00 PM and 5:00AM.
- 2. These security inspections are to include at minimum checking:
 - a. All exterior doors to be secured and secure if needed.
 - b. For all windows to be secured. If a window within a tenant suite is found unsecured, the suite must be entered and the window secured.
 - c. For any visible sign of forced entry.
 - d. The temperature of the interior building to be normal.
 - e. For anything out of the ordinary.
- 3. When deemed necessary, the guard will report to a predetermined call list for assistance in determining course of action if any of the above are found.
- 4. All personnel entering the building will be uniformed, properly trained and in a suitably equipped patrol vehicle.

SEC. 3.14 SECURITY CLEARANCE

A. BACKGROUND CLEARANCE REQUIREMENTS

Note: This contract will require clearance requests be applied for and reports **forwarded to State of Alaska prior to award. For expediting background clearance, subcontractors can obtain Immediate DPS background clearance reports by applying in person at 5700 E. Tudor Rd Anchorage, AK.*

- a. Each person performing work on site under this contract is required to obtain a background clearance through the Department of Public Safety by the Contractor requesting Criminal Justice Information from the record subject name.
- b. The Contractor shall pay all associated processing fees.
- c. The Contractor shall tender to the State of Alaska a copy of the Background Clearance report(s) for each individual for acceptance by the state prior to award of the contract, and for any new guards during the life of the contract. The background clearances shall remain confidential.
- d. The Project Manager or his/her assigned designee will advise the Contractor of acceptance or denial for each individual to work on this project within 48 hours of submittal.
- e. Background clearances are good for a period of one year from the date of acceptance. The Contractor is responsible for obtaining replacement background clearances for each person performing work on the site under this contract annually at the Contractor's expense.

B. ACCESS PROCEDURES

- a. Once an individual background clearance is approved to work on this project, the Project Manager or his/her assigned designee will make arrangements for key cards/keys to be processed in the Palmer State Office Building. (515 Dahlia Ave. Suite 240 Palmer, AK)
- b. Each individual is required to pick up their own key card/key and show identification when picking up key card/keys. Individuals without approved background checks will not be given access.

SEC. 3.15 REQUIRED DOCUMENTATION

Before contract award, the contractor must:

1. Furnish all documents required under the ITB for review.
2. Contact the Project Manager to discuss the duties and obligations established under the contract.

SECTION 4 GENERAL PROCESS & LEGAL INFORMATION

SEC. 4.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 4.02 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

SEC. 4.03 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.

SEC. 4.04 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 procurement 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 procurement officer does so without a contract and at their own risk.

SEC. 4.05 AUTHORITY

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

SEC. 4.06 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.

SEC. 4.07 SUITABLE MATERIALS, ETC.

Unless otherwise specified in this ITB, 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.

SEC. 4.08 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. Unless otherwise specified in 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.

SEC. 4.09 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/j/tip/>

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

SEC. 4.10 RIGHT OF REJECTION

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

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counter-offer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the ITB;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

A bid from a debarred or suspended bidder shall be rejected.

SEC. 4.11 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 4.12 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Bids that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 4.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 4.14 DISCLOSURE OF BID CONTENTS

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 4.15 DEFAULT

In case of default by the contractor, for any reason whatsoever, the state may procurement 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.

SEC. 4.16 DISPUTES

If the contractor has a claim arising in connection with the contract that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632.

SEC. 4.17 SEVERABILITY

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

SEC. 4.18 CONTRACT CANCELLATION

The state reserves the right to cancel the contract at its convenience upon **30** calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

SEC. 4.19 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 4.02 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 4.20 SOLICITATION ADVERTISING

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

SEC. 4.21 QUALIFIED BIDDERS

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

SEC. 4.22 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.

Price Change Threshold: No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 4.23 SITE INSPECTION

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

SEC. 4.24 PROTEST

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

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

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

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

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

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

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

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

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

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

SEC. 4.25 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder and Alaska Veteran preferences are the most common preferences involved in the ITB process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

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

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

SEC. 4.26 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the total bid price. The preference will be given to a bidder who:

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

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

SEC. 4.27 ALASKA VETERAN PREFERENCE

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

- a) sole proprietorship owned by an Alaska veteran;
- b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;

- c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

SEC. 4.28 USE OF LOCAL FOREST PRODUCTS

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

SEC. 4.29 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

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

SEC. 4.30 ALASKA PRODUCT PREFERENCE

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development (DCCED) may receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

When the bids are evaluated, the preference percentage will be deducted from the product price. If a bidder fails to specify the brand being offered, no preference will be given. For more information on the Alaska Product Preference and to see the list of products currently on the Alaska Product Preference List, use the following web link:

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx>

Brand Offered

If offering a product that qualifies for the Alaska Product Preference, the bidder must indicate the brand of product they intent to provide. If a bidder is not offering a product that qualifies for the Alaska Product Preference, the bidder does not need to indicate a product brand.

Brand of Product Changes

During the course of the contract including all renewal options, a contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

If a bidder offers a product brand in the original bid that does not qualify for the Alaska Product Preference, a change in the product brand may be made at any time during the course of the contract, including all renewals, as long as the product band continues to meet the required specifications. A contract amendment is not required if the product brand originally offered did not qualify for the Alaska Product Preference.

SEC. 4.31 EMPLOYMENT PROGRAM PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is offering goods or services through an employment program as defined under AS 36.30.990(12), an Employment Program Preference of 15% will be applied to the total bid price.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

SEC. 4.32 ALASKANS WITH DISABILITIES PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

SEC. 4.33 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder 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.

SEC. 4.34 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.

SECTION 5 ATTACHMENTS

SEC. 5.01 ATTACHMENTS

Attachment A: Bid Schedule

Attachment B: Alaska-Bidder-Preference-Certification Form

BID SCHEDULE

PALMER STATE OFFICE BUILDING (PSOB)

LOCATION: 515 Dahlia Ave. Suite 240 Palmer, AK

<u>ITEMS</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u> Qty x Unit Price
1	Security Guard Services	12	Month	\$	\$
2	Security Patrol Services	12	Month	\$	\$

(see section 3 - Scope of Work)

BID TOTAL (items 1 & 2) \$_____

The unit prices shall include furnishing all required licenses, permits, insurance, materials, uniforms, equipment, labor, training, background checks, overhead, profit and anything else required to perform and provide all services as outlined throughout this ITB.

BIDDER'S INFORMATION:

Company Name

Contact

Mailing Address

Contact Phone Number

City, State, Zip

Fax Number (if applicable)

DOCUMENTS REQUIRED AT TIME OF BID OPENING:

- Completed Page One (1) of the ITB
- Completed Bid Schedule (Attachment A)
- All Mandatory Return Amendments (if applicable)
- Alaska-Bidder-Preference-Certification-Form (Attachment B)

DOCUMENTS REQUIRED UPON CONTRACT AWARD:

- Alaska Business License (see page 16)
- Proof of Insurance (see page 13)
- **Copy of the Certification of Compliance for each guard is due before award of this contract** (see scope of work SEC 3.12)
- **Background Clearance Requirements (see scope of work SEC 3.14)**



ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: _____

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1.	2.
3.	4.
5.	6.

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

Alaska Bidder Preference Questions:

- 1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?
☐ YES ☐ NO
If YES, enter your current **Alaska business license number**: _____
- 2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?
☐ YES ☐ NO
- 3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?
☐ YES ☐ NO
If YES, please complete the following information:

A. **Place of Business**

Street Address: _____
City: _____
ZIP: _____

"Place of business" is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

☐ **YES** ☐ **NO**

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?

☐ **YES** ☐ **NO**

2) Do you certify that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?

☐ **YES** ☐ **NO**

3) Do you certify that the resident(s) used to meet this requirement is claiming residency **ONLY** in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

☐ **YES** ☐ **NO**

4) Do you certify that the resident(s) used to meet this requirement is **NOT** obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

☐ **YES** ☐ **NO**

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. **Incorporated or qualified to do business under the laws of the state?**

☐ **YES** ☐ **NO**

If **YES**, enter your current **Alaska corporate entity number**: _____

B. **A sole proprietorship** AND the proprietor is a resident of the state?

☐ **YES** ☐ **NO**

C. **A limited liability company** organized under AS 10.50 **AND** all members are residents of the state?

☐ **YES** ☐ **NO**

Please identify each member by name: _____

D. **A partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of the state?

☐ **YES** ☐ **NO**

Please identify each partner by name: _____

Alaska Veteran Preference Questions:

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

- A. A **sole proprietorship** owned by an Alaska veteran?
☐ YES ☐ NO
- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?
☐ YES ☐ NO
- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?
☐ YES ☐ NO
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?
☐ YES ☐ NO

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

☐ YES ☐ NO

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of _____ and all information on this form is true and correct to the best of my knowledge.

Printed Name _____

Title _____

Date _____

Signature _____