

# REQUEST FOR QUOTE PACKAGE



## **RETURN THIS BID TO THE ISSUING OFFICE:**

**LEGISLATIVE AFFAIRS AGENCY**  
Procurement and Supply Section

**Issuing Office Mailing Address:** State Capitol, 120 4<sup>th</sup> Street, Room 3, Juneau, AK 99801-1182

**Issuing Office Hand Delivery Address:** Terry Miller Legislative Office Building, 129 6<sup>th</sup> Street, Room 222, Juneau, Alaska

**RFQ NO. 667**

## **ALASKA STATE CAPITOL SECURITY SCREENERS**

**SEALED PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS OR MUST BE EMAILED TO [LAA.PROCUREMENT@AKLEG.GOV](mailto:LAA.PROCUREMENT@AKLEG.GOV) BY 2:00 P.M. ALASKA TIME ON MONDAY, DECEMBER 2, 2024. FAXED PROPOSALS ARE NOT ALLOWED.**

Bidders Are Not Required to Return this Request For Quote (RFQ) package with their Bid Submission Form in sec. 3.01 (RFQ BID SUBMISSION FORM).

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. 020 of the Alaska Legislative Procurement Procedures, the procedures will also not apply, unless and except as provided in this RFQ. Copies of the Alaska Legislative Procurement Procedures are available upon request or at: <https://aws.state.ak.us/OnlinePublicNotices/Notices/Attachment.aspx?id=137335>

**IMPORTANT NOTICE:** YOU MUST REGISTER WITH THE PROCUREMENT MANAGER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS, WHETHER YOU RECEIVED THIS REQUEST FOR QUOTE (RFQ) 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. BIDDERS SHALL THOROUGHLY REVIEW ALL THE REQUIREMENTS OF THE RFQ WHEN SUBMITTING THEIR BIDS.

**JC Kestel**, Procurement Manager

**PH:** 907-465-6705

**TDD:** 907-465-4980

**Email:** [LAA.Procurement@AKLeg.gov](mailto:LAA.Procurement@AKLeg.gov)

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# **SECTION ONE - NOTICES TO BIDDERS**

## **1.01 RIGHT OF REJECTION**

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

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 Bids;
- d) do not change the meaning or scope of the RFQ;
- 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 bids may be submitted.

If the Bidder chooses to submit their bid 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 a Bidder provide the Procurement Manager with the original signed document. If requested by the Procurement Manager, the Bidder shall deliver the original signed document to 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 a Bid being determined to be unresponsive or termination of a Contract resulting from this RFQ.

## **1.03 ALASKA BUSINESS LICENSE AND LEGAL ENTITY**

The Bidder must have a current, valid Alaska business license when the bid is submitted. The Bidder must include the business license number on the bid form in sec. 3.01 (RFQ BID SUBMISSION FORM) of this RFQ when the bid is submitted. If the Bidder 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 bid 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 a Bidder fails to comply with this paragraph, the Legislative Affairs Agency (Agency) may disregard the bid.

## **1.04 U.S. FUNDS**

Prices shall be quoted in U.S. funds.

## **1.05 TAXES**

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

## **1.06 CONTACTS / RFQ QUESTIONS / CONTACT PERSON**

Bidders and their agents may not contact any member of the legislature or legislative staff regarding this RFQ. All questions concerning this RFQ 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 Bidder to the specific section of the RFQ where the information is found. Response to these questions may be given over the phone but are limited to directing the Bidder to a portion of the RFQ which can then be read by the Bidder.

(2) A question that would require the Procurement Manager to clarify or interpret part of the RFQ or its intent. Response to this type of question will not be given except in writing via amendment to the RFQ, and Bidders 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 eight (8) days prior to the deadline for receipt of Quotes.

The Procurement Manager is JC Kestel, Legislative Affairs Agency, State Capitol, 120 4th Street, Room 3, Juneau, Alaska. EMAIL: [LAA.Procurement@AKLeg.Gov](mailto:LAA.Procurement@AKLeg.Gov), PH: 907-465-6705, TDD: 907-465-4980.

## **1.07 REVIEW OF RFQ**

Bidders shall carefully review this RFQ, 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 Quotes. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of a Bidder upon which award could not be made.

## **1.08 PROTEST**

If a Bidder 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 QUOTE SUBMISSION, DELIVERY, AND ACCEPTANCE**

A Bidder must submit and deliver its bid in one sealed package to the issuing office identified on Page 1 of this RFQ or email its bid to the Procurement Manager at the email address shown on Page 1 of this RFQ no later than the date and time listed on Page 1 of this RFQ as the deadline for receipt of Quotes. If mailed or hand delivered, the package must be marked on the outside to identify the RFQ and the Bidder. If emailed, the email must contain the RFQ number in the subject line of the email. Bidders must use the form in sec. 3.01 (RFQ BID SUBMISSION FORM) of this RFQ for submitting bids.

Only one (1) completed and signed copy of sec. 3.01 (RFQ BID SUBMISSION FORM) of this RFQ should be submitted in a sealed envelope or PDF document marked with the RFQ number on the outside of the envelope or with the RFQ number in the subject line of the email that the PDF quotation is sent in.

Emailed quotations must be submitted as an attachment in PDF format. The PDF document should be named in a format such as “Bidder A – Bid for RFQ 667.pdf” (Bidder A is the name of the Bidder).

Please note that the maximum size of a single email (including all text and attachments) that can be received by the Agency is 50 megabytes (mb). If the email containing the bid exceeds this size, the bid 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 Bidder’s responsibility to contact the issuing office through email or at (907) 465-6705 - Voice, (907) 465-4980 - TDD to confirm that the emailed bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

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

### **1.10 DISCUSSIONS WITH BIDDERS**

This paragraph is removed for purposes of this RFQ.

### **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, or special modifications to submit a bid 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 bids are due to make any necessary arrangements.

### **1.12 PREFERENCE FOR ALASKA BIDDER**

If an Bidder qualifies for the Alaska Bidder Preference, the Bidder will receive a preference of five percent (5%) that is applied to the Bidder's total cost proposed. 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 the contract under the name appearing on the Offeror’s current Alaska business license;
- 3) has maintained a place of business within the state staffed by the 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.

In order to receive the Alaska Bidder Preference, the bid must include a statement that the Offeror is eligible to receive the Alaska Bidder Preference.

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

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

### **1.13 FUND OBLIGATIONS**

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 Agency or Project Director shall provide written notice of the termination to the Successful Bidder.

### **1.14 CANCELLATION; REJECTION OF ALL BIDS; PREPARATION COSTS**

This RFQ 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 bid if a Contract is not awarded. This RFQ may be cancelled, or all bids rejected, as provided in sec. 120 of the Alaska Legislative Procurement Procedures. Among the reasons that justify cancellation is that all of the responsive bids exceed the funds available for the Contract.

### **1.15 REJECTION OF INDIVIDUAL BIDS**

A bid 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 website link to the Alaska Legislative Procurement Procedures may be found on page one of this RFQ.

### **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 RFQ and may not amount to a material modification of this RFQ.

### **1.18 FORMAT OF CONTRACT**

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

### **1.19 CONTRACT NEGOTIATIONS**

After issuing the Notice of Intent to Award (NIA), the Agency may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Agency. If the Agency elects to initiate contract negotiations, these negotiations cannot involve changes in the Agency's requirements or the Bidder's bid that would, by their nature, affect the basis of the source selection and the competition previously conducted.

### **1.20 FAILURE TO NEGOTIATE**

The Agency may terminate negotiations under paragraph 1.19 (Contract Negotiations) of these Notices to Bidders and negotiate with the next highest ranked Bidder if:

- a. the selected Bidder fails to provide the necessary information required to begin negotiations in a timely manner;
- b. the selected Bidder fails to negotiate in good faith;
- c. the selected Bidder indicates it cannot perform the contract within the budgeted funds available for the project; or
- d. the selected Bidder and the Agency, after a good faith effort, simply cannot come to terms.

### **1.21 FIRM BID**

For the purpose of award, bids made in accordance with this RFQ shall be good and firm for a period of one hundred twenty (120) days from the deadline for receipt of quotation in response to the RFQ.

### **1.22 AWARD OF CONTRACT**

Award of this RFQ may be subject to approval by the State of Alaska Legislative Council.

### **1.23 AWARD CRITERIA**

All Bidders should note that final award of a Contract based on this RFQ is solely based on the price. The responsive and responsible Bidder with the lowest total bid price will be recommended for the Contract award.

### **1.24 NOTICE OF INTENT TO AWARD**

Upon selection of an apparent Successful Bidder, the Procurement Manager will issue a written NIA and send copies to all Bidders. The NIA will list the names and addresses of all Bidders and identify the bid 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 RFQ 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 Quotation may be subject to sec. 160 of the Alaska Legislative Procurement Procedures.

### **1.27 TERMINATION OF CONTRACT**

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

### **1.28 BINDING ON SUCCESSORS**

The Contract issued as a result of this RFQ 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 Bidder and the Agency.

### **1.29 BREACH OF CONTRACT**

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

### **1.30 APPLICABLE LAWS**

The Successful Bidder and its Bid 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 Bidder must have all licenses, registrations, permits, and certifications required by the Agency and federal, state, and municipal law for performance of the Contract covered by this RFQ.

### **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 RFQ. Unless the resulting Contract will be primarily for products, the Successful Bidder shall accurately maintain detailed daily records that state the date of the service, the start and finish times of the service for each day,

and describe the service done during the day. For all types of Contracts, the Successful Bidder shall also keep any other records that are required by the Agency or 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 RFQ is soliciting primarily for products, all documents, reports, material, and other items generated as a consequence of work or services provided under this Contract are the property of the Agency. To the extent a Bidder has any interest in the copyright for these items under the copyright laws of the United States, the Bidder transfers any and all interest the Bidder 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, services, or termination of the Contract, the items shall be delivered to the Project Director. Bidders acknowledge that all the items are Agency records and, as a result, may be public records.

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

If the Bidder employs any design, device, material, or process covered by a patent, trademark or copyright, the Bidder shall provide for the use by suitable legal agreement with the owner. The Bidder 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 Bidder 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 Bidder that occurs on or about the Agency's premises or that relates to the Successful Bidder's performance of its Contract obligations.

### **1.36 FORCE MAJEURE**

The Successful Bidder 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 Bidder. For the purposes of this section, "Force Majeure" means: war (whether declared or not), revolution, invasion, insurrection, riot, civil commotion, sabotage, military or usurped power, lightning, explosion, fire, drought, flood, earthquake, epidemic, quarantine, or strike.

### **1.37 INSURANCE**

Without limiting the Successful Bidder's indemnification responsibilities under paragraph 1.35 (Indemnification) of this RFQ, it is agreed that the Successful Bidder 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 Bidder 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 Bidder 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; and
3. commercial automobile liability insurance covering all vehicles used by the Successful Bidder 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 Successful Bidder shall require that all indemnities obtained from any subcontractors be extended to include the Agency as an additional named indemnitee. The Successful Bidder 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 Successful Bidder, 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 Bidder's signature on their Bid, the Bidder certifies that the Bidder 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 Bidder 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 Bidder'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: <https://www.state.gov/bureaus-offices/under-secretary-for-civilian-security-democracy-and-human-rights/office-to-monitor-and-combat-trafficking-in-persons/>

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

### **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 Successful Bidder to review AS 24.60 and comply with applicable provisions of AS 24.60.

### **1.41 PRE-BID MEETING AND SITE VISIT**

All prospective Bidders are encouraged to attend in person the pre-bid meeting. This pre-bid meeting will be held on Wednesday, October 16, 2024, at 10:00 a.m., Alaska Time. To attend, Bidders shall attend in person at the Alaska State Capitol in Juneau, Alaska at 120 4th Street, ground floor lobby, Juneau, Alaska.

The purpose of the pre-bid meeting and site visit is to discuss details of the RFQ with the prospective Bidders and allow them to ask questions concerning the RFQ. In person attendance at the pre-bid meeting is not mandatory.

Following the meeting, the Agency will coordinate a site visit of the Capitol work site for the purpose of planning and preparing the Bidder's Bid for this RFQ. The site visit will be limited to 20 minutes, will be limited to certain areas of the facility, and all visitors attending will be required to follow current Legislative Building policies while on site.

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

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

Bidders with a disability needing accommodation should contact the Procurement Manager prior to the date set for the pre-bid meeting and site visit so that reasonable accommodations can be made.

**1.42 SCHEDULE OF EVENTS**

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

RFQ Issue Date	October 2, 2024
Pre-Bid Meeting and Site Visit	October 16, 2024
Deadline for Receipt of Questions	November 19, 2024
Deadline for Receipt of Quotes – Bids Opened	December 2, 2024
Contract Awarded	December 12, 2024
Agency Signs Contract	December 24, 2024

## **SECTION TWO - RFQ SPECIFICATIONS**

### **2.01 PURPOSE OF RFQ**

The Legislative Affairs Agency (“Agency”) is soliciting bids from qualified, bonded, and insured security companies to provide security screening personnel at the Alaska State Capitol Complex (“Capitol”) in Juneau, Alaska, under supervision of the Agency’s security team. The Successful Bidder will provide uniformed Security Screeners during the regular legislative session and special sessions to screen packages, visitors, and visitor belongings at the main entrance of the Capitol.

### **2.02 SCOPE OF WORK AND SERVICES**

The Successful Bidder will provide the following Work and Services:

1. The Successful Bidder shall conduct security screening of visitors and visitors’ belongings and may conduct security screening of packages in the ground floor lobby of the Capitol under direct supervision of the Agency’s Security Officers and the Project Director. The Successful Bidder shall also provide security screening outside of the hours of operation described below in paragraph 2.02(2) of this RFQ as requested by the Project Director. The Project Director will notify the Successful Bidder when additional as needed security screening services are desired.
2. The Successful Bidder shall provide two uniformed unarmed Security Screeners, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., during the regular legislative session and all special sessions, including all State of Alaska and federal holidays during the session or special sessions.
3. The uniformed Security Screeners stationed at the Capitol shall be relieved by the Successful Bidder’s Project Manager or other uniformed Security Screeners of the Successful Bidder each day the work and services are provided at the Capitol, to allow the uniformed Security Screeners stationed at the Capitol time for breaks and meals. It will be the Successful Bidder’s responsibility to keep the security screening station manned at all times during the scheduled hours.
4. The Successful Bidder shall provide a replacement Security Screener if any Security Screener stationed at the Capitol is unable to be present at the Capitol due to illness or other reasons.

### **2.03 GENERAL TERMS AND CONDITIONS OF ENSUING CONTRACT**

1. **TERM:** The Contract will take effect once the Executive Director or her designee signs the contract, and the term is for one year, from January 1, 2025 through December 31, 2025. 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 section by giving the Successful Bidder written or email notice before the expiration of the term during which the option is exercised. If the Contract is renewed and the Agency approves the renewal, all terms and conditions of the Contract will remain the same.

At the Agency's sole discretion, prior to the termination of the initial one-year contract or prior to the expiration of one of the contract renewals, the Agency may provide notice to the Successful Bidder informing them that the Contract term will continue for a period of up to six (6) months on the same terms and conditions. After the six (6) months and after notice is given by the Agency, the contract term will continue as a month-to-month contract at the same rate (at one-twelfth of the annual rate) for the services, for a maximum of six (6) months for the month-to-month continuation. All other terms and conditions specified by the contract will remain the same during the continuations provided under this paragraph.

2. PRICES: Prices shall remain firm through the initial term of the Contract (January 1, 2025 – December 31, 2025). Prior to each Contract renewal, the Successful Bidder may request up to a three percent price increase for the subsequent contract renewal term. The Successful Bidder must request the price increase at least ninety (90) days prior to the expiration of the initial contract term or contract renewal term, as applicable. A price increase request less than ninety (90) days prior to the expiration of the initial Contract term or a contract renewal will not be considered. The Successful Bidder shall submit the price increase request to the Project Director. The requested increase is not automatic, it must be approved by the Project Director.
3. MINIMUM CHARGES: There is no minimum contract amount for the work or services required in this RFQ or the ensuing Contract. The Successful Bidder shall only bill for the actual rate of service based upon the actual hours and days the work or service was provided. The Successful Bidder shall bill by the quarter hour for any chargeable service when a full hour of service is not provided.
4. INVOICES: The Successful Bidder will submit accurate invoices within thirty (30) days of completion of the work and services provided. Payment will be made after acceptance of the work and services rendered by the received invoice. The Successful Bidder shall invoice the Agency monthly.
5. PROJECT DIRECTOR: The Project Director is the Capitol Complex Chief of Security for the Agency. The Project Director's office is located at the Alaska State Capitol, 120 4<sup>th</sup> Street, Rm. 10, Juneau, Alaska.
6. SUCCESSFUL BIDDER'S REPRESENTATIVE(S): To facilitate contract administration by the Project Director and authorized Agency representatives:
  - a. The Successful Bidder shall provide at least one (1) individual who will represent the Successful Bidder in every aspect pertaining to the work and services required by this RFQ. The individual required under this paragraph must be the Successful Bidder's Project Manager. The individual described under this paragraph must be identified by the Bidder and available within 24 hours of entering into the Contract resulting from this RFQ. The individual, their location, and their availability must be satisfactory to the Agency.
  - b. The Successful Bidder's Representative(s) shall be available Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Alaska Time, including State of Alaska and federal holidays during session or special session, for the purpose of receiving calls and

emails from the Agency. The appropriate phone numbers and email address shall be supplied to the Agency upon execution of the resulting Contract.

7. SUCCESSFUL BIDDER'S DUTIES

- a. The Successful Bidder's authorized representative(s) shall act as liaison to the Agency.
- b. The Successful Bidder shall ensure that the work and services provided will meet the requirements and expectations described in this RFQ.
- c. The Successful Bidder is responsible for providing uniformed Security Screeners for proper performance of the duties required by the Contract resulting from this RFQ in the assigned area of the Capitol.
- d. The Successful Bidder is required to pay all salaries, social security, taxes, federal and state unemployment insurance, and any other similar taxes relating to the Successful Bidder and its employees.

8. QUALIFICATION REQUIREMENTS OF UNIFORMED SECURITY SCREENERS AND PROJECT MANAGER:

- a. Screeners and the Project Manager must be a U.S. Citizen or U.S. National.
- b. Screeners and the Project Manager must have a high school diploma, GED, or equivalent, and at least one year of full-time work experience in security work, aviation screener work, or x-ray technician work. Screeners and the Project Manager must comply with and possess any certifications and licenses required by the State of Alaska to provide the work and services required by this RFQ.
- c. Screeners and the Project Manager must maintain any certifications and training necessary to operate all tools and equipment associated with this work, and shall provide documentation of those certifications and training to the Agency, upon request.
- d. Screeners and the Project Manager must pass an annual background check conducted by the Project Director.

9. PERFORMANCE REQUIREMENTS OF UNIFORMED SECURITY SCREENERS AND PROJECT MANAGER: Uniformed Security Screeners and the Project Manager must possess the knowledge, skills, abilities, and characteristics listed below:

- a. English Proficiency (e.g., reading, writing, speaking, listening);
- b. Interpersonal skills, including, but not limited to, clear communication, active listening, polite customer service, and patience;



- c. Good work values, including, but not limited to, responsibility, dependability, honesty, and integrity;
- d. Physical capabilities, including, but not limited to , the ability to repeatedly lift and carry parcels, cases, or baggage up to 70 lbs. in weight;
- e. Ability to identify objects by sight;
- f. Ability to follow both verbal and written instructions;

10. ALL UNIFORMED SECURITY SCREENERS AND THE PROJECT MANAGER MUST MEET THE FOLLOWING STANDARDS:

- a. Distant vision correctable to 20/30 or better in the best eye, and correctable to 20/100 or better in the worse eye;
- b. Near vision correctable to 20/40 or better binocular;
- c. Color perception including red, green, blue, yellow, orange, purple, brown, black, white, and gray.
  - i. Color filters, including contact lenses, for enhancing color discrimination are prohibited.
- d. Adequate muscular and joint mobility, dexterity and range of motion, strength, and stability to lift and move at least 70 lbs.

11. REMOVAL OF THE SUCCESSFUL BIDDER’S PERSONNEL BY THE PROJECT DIRECTOR: At any time during the Contract, the Project Director may direct the Successful Bidder to remove and replace a Security Screener that is stationed at the Capitol for any reason that the Project Director determines is in the best interest of the Agency. The Successful Bidder’s Project Manager shall be required to work as the replacement Security Screener until a permanent replacement is provided.

**2.04 LOCATION OF WORK**

The location that the Scope of Work and Services are to be performed and provided at is:

Alaska State Capitol Complex  
 120 4th Street  
 Juneau, Alaska 99801

# **SECTION THREE – RFQ FORMS**

## **3.01 RFQ BID SUBMISSION FORM**

**RFQ Number:** 667

**RFQ Title and Description:** Alaska State Capitol Security Screeners

### **BIDDER**

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Email address: \_\_\_\_\_

Alaska Business License No.: \_\_\_\_\_

### **QUOTE FOR THE SERVICES REQUEST**

The Bidder hereby provides the price(s) listed below in accordance with the RFQ as the Total Proposed Contract Prices for the services outlined in RFQ 667. Below represents a basis for each chargeable service that will be made a part of the resulting Contract. The representations in the categories below are for evaluation purposes and to establish the prices of each service performed by the Successful Bidder throughout the Contract. The prices provided shall include all costs associated with administration, travel, per diem, freight, supplies, equipment rentals, repairs, personnel, permits, and all other necessary tools, to complete the Work and Services as required in this RFQ.

#### **Base service contract fee for all services listed in this RFQ:**

A. Base Weekly Contract Fee: \$ \_\_\_\_\_ Per Week times (x) 20 weeks = \$ \_\_\_\_\_ +

#### **Upon request extra coverage outside of normal hours listed in 2.02 (Scope of Work and Services):**

B.1. Standard hourly rate per Security Screener: \$ \_\_\_\_\_ Per Hour times (x) 100 hrs. = \$ \_\_\_\_\_ +

B.2. Overtime hourly rate per Security Screener: \$ \_\_\_\_\_ Per Hour times (x) 25 hrs. = \$ \_\_\_\_\_ =

C. Total Proposed Contract Prices: (A+ B.1 + B.2 = C)

(To be used for evaluation purposes)

**Total of Proposed Contract Prices \$ \_\_\_\_\_**

By signature on this Proposal Form, Bidders certify that they comply with the following: (a) the laws of the State of Alaska; (b) the applicable portion of the Federal Civil Rights Act of 1964; (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government; (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government; (e) all terms and conditions set out in this RFQ; (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; (g) that the Bids will remain open and valid for at least 120 days from date of submission of Bid to Agency; and (h) that programs, services, and activities provided to the general public under the resulting Contract will conform to the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government. If a Bidder fails to comply with (a) through (h) of this paragraph, the Agency reserves the right to disregard the proposal.

**COMPANY NAME OF BIDDER:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_