



REQUEST FOR PROPOSALS

RFP # 12-023

Juneau International Airport Armed Guard Security Services

Issued by:

Renee Dow

Senior Buyer / Purchasing Division

Date of Issue: Tuesday October 11, 2011

Pre-Proposal Teleconference: Wednesday October 26, 2011 10:00a.m., Alaska Time

Deadline for Questions: Friday November 18, 2011 4:30p.m., Alaska Time

Deadline for Proposals: Tuesday November 29, 2011 **prior to 2:00p.m.,
Alaska Time**

QUESTIONS will be handled by the Purchasing Officer or designated Buyer for this RFP.

PROPOSALS may be mailed or hand-delivered to CBJ the Purchasing Division prior to the deadline. Late proposals will not be accepted.

Proposal Submittals

Proposal documents delivered in person or by courier service must be delivered to:

PHYSICAL LOCATION
City and Borough of Juneau, Purchasing Division
105 Municipal Way, Room 300
Juneau, AK 99801

Proposal documents delivered by the U.S. Postal Service must be mailed to:

MAILING ADDRESS
City and Borough of Juneau, Purchasing Division
155 South Seward Street
Juneau, AK 99801

Please affix the label below to outer envelope in the lower left hand corner.

IMPORTANT NOTICE TO BIDDER/PROPOSER	
To submit your bid/proposal:	
1. Print your company name and address on the upper left corner of your envelope.	
2. Complete this label and place it on the lower left corner of your envelope.	
S E A L E D	BID/PROPOSAL NUMBER: _____
	SUBJECT: _____
	DEADLINE DATE: _____
	PRIOR TO 2:00PM ALASKA TIME
	B I D P R O P O S A L

(Revised 06/09 NAT)

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SECTION I - GENERAL INFORMATION

- 1.1 **Purpose.** The City and Borough of Juneau (City or CBJ) seeks proposals from qualified firms for the provision of Airport Security Services at the Juneau International Airport (JNU). It is the intent of the City to enter into a contract with this successful Proposer to perform the security related duties as outlined in this RFP.
- 1.2 **Funding.** Funding for this contract is through the Airport Operations budget which is paid by tenants, Airport users and through partial reimbursement by the TSA (Transportation Security Administration). Funding for this contract is contingent upon the City Assembly's and Federal (TSA) appropriation of sufficient funds. The CBJ may terminate the contract effective June 30 of any year if funding is not appropriated. Such termination will be in accordance with the City's standard contract agreement (ATTACHMENT C).
- 1.3 **Contract Period.** The contract period will be from January 1, 2012 through September 30, 2013, with the option to renew for 2 additional one-year periods, covering October, 2013 through September 30, 2015. Renewals will be by mutual agreement. Should the selected Contractor be other than the incumbent Contractor, the Contract Period for this contract may begin as early as December 1, 2011, and run concurrently with incumbent Contractor until January 1, 2012, to ensure a smooth transition between Contractors.
- 1.4 **Deadline for Proposals.** Seven copies of sealed proposals must be received by the Purchasing Division prior to 2:00 p.m. Alaska Time, ~~Tuesday October 25~~ **November 29, 2011** or such later time as the Purchasing Officer may announce by addendum to planholders at any time prior to the submittal date. Proposals will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of proposals. Late proposals will not be accepted and will be returned. Faxed or emailed proposals will not be accepted.
- 1.5 **Pre-Proposal Meeting.** A non-mandatory pre-proposal meeting and teleconference will be held at the Juneau International Airport Alaska Room, Juneau, Alaska, at 10:00a.m. Alaska Time on Wednesday October 5, 2011. Persons interested in submitting proposals are encouraged to attend or participate via teleconference by calling (907) 586-0220. Please confirm participation by completing and returning the "Pre-proposal Sign Up Sheet" at the end this Section, at least 24 hours before the pre-proposal meeting or by calling (907) 586-5258. Interested persons are encouraged to fax their written questions in advance of the meeting.
- 1.6 **Site Visit.** After the pre-proposal meeting, a site visit is planned.
- 1.7 **Review of RFP.** Proposers should carefully review this RFP for defects and questionable or objectionable material. Comments must be made in writing and received at least 10 days prior to proposal deadline. This will allow issuance of any necessary addenda, if appropriate. The Purchasing Officer will not uphold protests based on any omission or error, or on the content of the RFP, if these faults have not been brought to the attention of the Purchasing Officer as noted above.

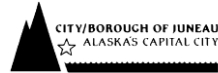
1.8 Questions Regarding This RFP. The City Purchasing Officer or her designated buyer is the sole point of contact for this RFP. Requests for an interpretation must be made in writing at least 10 business days prior to proposal deadline. If requesting by FAX or Email, include the RFP name and number on the subject line. No oral interpretations concerning this RFP will be made. The Buyer for this procurement is:

Renee Loree, Senior Buyer
PHONE (907) 586-5258 **FAX** (907) 586-4561
EMAIL Purchasing@ci.juneau.ak.us

**1.9 SIGN-UP SHEET
PRE-PROPOSAL MEETING & TELECONFERENCE**

If your firm would like to take part in the pre-proposal meeting/teleconference, please fill out this form and fax it to the Purchasing Division prior to meeting day. An agenda will be sent to all participants.

Facsimile Transmittal



To: Purchasing Division Fax: (907) 586- 4561
City & Borough of Juneau
ATTN: Bid Specialist

From: _____ Date: _____

Re: Pre-Proposal Meeting sign-up Pages: ____, including this cover page

RFP # [RFP NUMBER]12-023, [RFP TITLE]Juneau Airport Armed Guard Security Services

Our Firm would like to take part in the pre-proposal meeting / teleconference at

[TIME]10:00 a.m. Alaska Time, [DATE]Wednesday, October 26, 2011.

Firm: _____

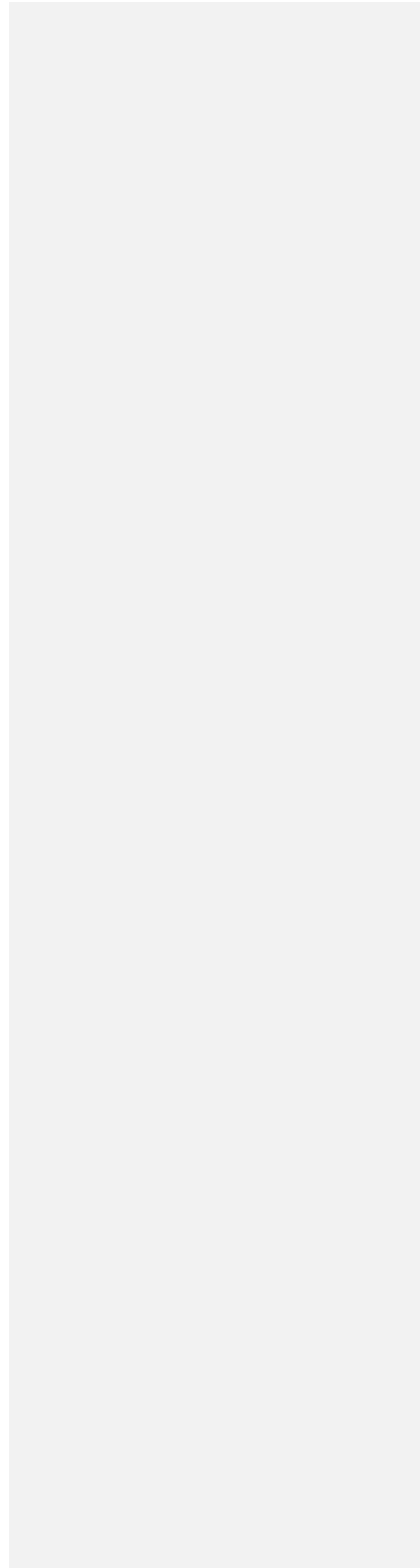
Phone No. _____ Fax No. _____

E-mail Address (optional): _____

Representative's Name: (please print) _____

Questions related to the Request for Proposals

| _____



SECTION 2 – PROJECT INFORMATION

2.1 Information about Juneau.

- a. **Geography.** Juneau is located along the Inside Passage within the Alexander Archipelago. Part of the mainland, Juneau consists of 3,250 square miles, including 928 square miles of ice cap and 704 square miles of water. This rugged terrain rises from ocean to a mountainous ice field in only a few miles. Juneau is accessible only by air or sea. Seattle is located approximately 970 air miles to the south and Anchorage approximately 570 air miles to the north. Additional information about Juneau is available on the City's website at www.juneau.org.
- b. **Climate.** Juneau is a coastal community influenced by a mild maritime climate. The Juneau International Airport (JNU) lies in an area influenced by the Japanese current, which creates significant precipitation and overcast conditions. Average summer temperatures range from 44 degrees to 65 degrees and winter temperatures range from 25 degrees to 35 degrees. Average rainfall is 56 inches in the airport area and 80 inches downtown. Weather information about Southeast Alaska and Juneau can be obtained at <http://pajk.arh.noaa.gov>.
- c. **Population.** As of 2004, Juneau's population was 30,966.
- d. **Economy.** Information on Juneau's economy is available from the Juneau Economic Development Council's website: www.jedc.org, see Latest Economic Indicators.
- e. **City Government.** Juneau is a home-rule municipality with a 9 member Assembly, including the Mayor. It has a council-manager form of government and is the capital of Alaska. A description of the City's government is available at www.juneau.org.

2.2 **Project Background.** The Juneau International Airport (JNU) is owned and operated by the City and Borough of Juneau (CBJ). It is located on approximately 655 acres much of which is wetlands, approximately 9 miles west of the downtown area. The CBJ Airport Department (Airport) maintains the airfield, terminal building and portions of access roadways. The Airport is currently serviced by one major (Part 121) air carrier and several commuter or air taxi (Part 135) air carriers. Various fixed base operations (FBO's) provide fueling, repair and other services. The Airport serves as a base for approximately 330-based aircraft (2003), most of which are general aviation and serves as a stop/fueling facility for many transient military, corporate and general aircraft. The airfield consists of one runway (with two approach ends) and one float pond for amphibious aircraft. The Airport is open 24 hours per day, with the exception of the North Wing (Part 135 air taxis which have seasonal variations in hours of operation depending on daylight (VFR flight activity).

The Airport, under the direction of the Airport Manager, coordinates and administers the general business activities of the airport. Neither the Airport nor the Airport Manager is

responsible for individual airlines, concessions, FBO's, any business or private tenant on the airport; rather, there is a landlord/tenant relationship.

Under the general direction of the Airport Manager, security services are managed for the Airport in accordance with Federal Regulations, 49 CFR 1542, State and local laws/regulations. The objective of this RFP and pending Contract is to select a qualified security firm for the purpose of providing armed, uniformed security officers who will: provide traffic control on Airport premises, provide crowd control on the Airport premises, enforce pertinent regulations on the Airport premises, respond to security needs at the passenger and baggage screening checkpoints and other areas of the airport as needed, act as a deterrent against unlawful acts, assist with Airport security badging and access system, handle and log lost and found articles, patrol perimeter fence/gate and provide escorts on an infrequent basis, and respond to emergency calls in accordance with the Airport's emergency plan. These activities are required 24 hours per day, 7 days per week, year-round without exception to holidays.

The worksite for security services is at the Juneau International Airport (JNU). Assignment of duties for security services applies to the area of the Airport, including the airport terminal, roadways and lands, both airside and landside.

The selected proposer is expected to begin work ~~October 1, 2007~~ January 1, 2012, or earlier, as negotiated if coordination with current contract security firm is necessary to ensure a smooth transition in services and no lapse in security coverage at the Airport.

2.3 Scope of Work. The Contractor shall provide qualified personnel to meet the security needs and requirements at the Juneau International Airport. The following shall be required in the performance of this contract, and in achieving the City's project objectives:

a) Contractor Requirements. Contractor shall meet the State of Alaska minimum requirements for Security Guard Agencies as outlined in Alaska Administrative Code Title 13, Chapter 60 (13 AAC 60). Contractor shall ensure that all personnel requirements, training and duties meet the requirements of the contract.

b) Personnel Requirements. Contractor shall provide armed, uniformed security officers, as a minimum:

1) Hours of Coverage. Contractor shall assign officer coverage at the Airport, 24 hours per day, 7 days per week, with no exception to Holidays. Airport Management may request additional officer(s) coverage for the increased summer traffic season, special events (airshows), court summons coverage, or emergencies. Officer on-duty shall remain on-duty until that officer has been properly relieved by another Airport appointed officer. There shall be no lapse in security coverage at any time. If officer shift change occurs while the passenger screening checkpoint is open/operational, second officer

must report to the checkpoint to relieve the first officer and take command of the checkpoint at that time.

- 2) **Officer Qualifications.** Officer(s) shall meet the State of Alaska minimum qualifications for armed security guards as outlined in Alaska Administrative Code Title 13, Chapter 60 (13 AAC 60).
- 3) **Licenses.** Officer(s) shall possess a current State of Alaska Armed Guard license and any pertinent licensing needed to perform duties as an Armed Guard. Licensing costs are at the expense of the Contractor. Officer(s) shall possess a current State of Alaska Driver's License.
- 4) **Uniforms.** Contractor shall provide officers with distinctive uniforms that consist of shirt and trousers (cap/hat is optional). Uniforms shall bear Contractor/company emblem (permanently attached), name badge, and emblem or other identifier which identifies the officer as "Airport Security". Outerwear such as coats, jackets and rain gear must be of the same color and design as the uniform, and must have the same identifiable Contractor name/Airport Security emblems. Uniforms and emblems may not violate State and local law restrictions.
- 5) **Officer Appointment.** Officer(s) shall have had sufficient training, proper licensing, pass an FBI fingerprint Criminal History Records Check (CHRC), as described in 49 CFR 1542.209, and pass a TSA Security Threat Assessment (STA) prior to appointment at the Airport. All officers who are assigned to duty at the Airport shall have an appointment letter on file from the Airport Manager, which states that the officer may perform duties at the Airport with regard to City regulations and ordinances and in response to Federal security requirements. The Airport Manager may deny the appointment of an officer if it is felt it is in the best interest of the Airport to do so or if other criteria have not been met for the appointment of said officer. A letter terminating appointment shall be issued for those officer(s) no longer appointed to the Airport.
- 6) **Officer In Charge (OIC).** Contractor shall provide an Officer-in-Charge (OIC) to work exclusively at the Airport. OIC shall be responsible to coordinate scheduling of officers, supervise shifts, assign and outline duties, oversee reports, coordinate with Airport Management, act as liaison between Airport Management and Contractor administration, coordinate proper training/recurrent training of officers, provide additional response to Airport emergencies if needed, oversee the computerized data base and

filing systems and assist with overall security implementation and development at the Airport.

- 7) **Officer Appearance.** Appointed officers will be expected to maintain a professional and friendly appearance and demeanor at all times while on duty.
- 8) **Other.** Appointed officers shall meet the State of Alaska criteria for law enforcement personnel; AS 12.25.030, AS 18.65.400-.490 and 13AAC 60.110-.900.

c) **Duties.** Appointed officer(s) on duty shall perform duties in accordance with a Duty Log developed by the Contractor and as submitted in their proposal. A copy of each officer/shift Duty Log shall be submitted to the Airport Security Coordinator daily. Duties shall include but not be limited to:

- 1) **Response/Stationing at TSA Screening Checkpoints/Other Areas of Airport.** This includes responding as law enforcement agent(s) to the passenger screening checkpoint, baggage screening checkpoint or exit lane of the departure lounge, as may be required by the TSA; responding to other terminal and airfield tenants for security services, and responding to the general security needs of the public on the airport premises. Officer must be present at or near the passenger screening checkpoint while the checkpoint is open/operational. There shall be no lapse in security coverage at any time. If officer shift change occurs while the passenger screening checkpoint is open/operational, second officer must report to the checkpoint to relieve the first officer and take command of the checkpoint at that time. This is a high priority duty of Airport Security and a Federal Requirement. Response to exit lane alarms back-flow alarms, and resolution and resetting these security alarms/systems.
- 2) **Act as a Deterrent.** This includes random visual patrols throughout the terminal, front curb, airfield and airport premises, via walking patrols and vehicle patrols. Security officer(s) shall make themselves as visual as possible at all feasible times, to deter potential problems from developing.
- 3) **Perimeter Fence/Gate/Secured Area Patrols.** This includes random patrols of the Airport perimeter lands, fence and gates, at least once per officer shift, as duties allow. Gates shall be physically checked to ensure they are locked and secure; fence shall be monitored for damage or accessibility to the public. Gates and fences shall be periodically monitored for unlawful entry or loitering. Random check of badges/ID in Secured Areas, entrances to these area and vehicles entering the Secured Areas must be done each shift. A written log of

perimeter fence/gate patrols, random badge/ID checks into or entering the Secured Area and vehicles in the Secured Area shall be maintained in the security files. The logs are a Federal Requirement and must be completed for each shift. Enforcement of any unlawful entry to these areas shall include verbal or written warnings and/or fines or other appropriate action. Respond to/coordinate with TSA "playbook" drills or other drills affecting checkpoint, secured areas and perimeter gates.

- 4) **Emergency Response.** This may include first response to medical or accident emergencies within the terminal or Airport property until qualified emergency personnel arrive on scene. This may also include initiating/expediting the 911 system and securing scene from public, providing crowd control and limiting access to an emergency to authorized individuals only.
- 5) **Traffic and Crowd Control.** This includes traffic flow management along the front curb of the terminal, vehicles entering the Airport premises via roadways and gates, unauthorized vehicles on the ramps and roadways of the airfield, and restricted traffic control during an accident, incident or emergency. Officer(s) shall enforce all rules, regulations, ordinances and posted signs with regard to vehicle movement and parking. Enforcement of traffic control shall include verbal or written warnings and/or fines or other appropriate action. Officers are expected to prohibit unauthorized person(s) from entering restricted areas of the airport premises and terminal, and restricting person(s) from accessing areas of the airport or terminal during an accident, incident, emergency, or other special situation.
- 6) **Enforcement.** This includes verbal and written warnings, citations, coordinating efforts with JPD or other law enforcement agencies, if necessary, and arranging for towing of vehicles, for infractions occurring on the Airport Premises. Officer(s) are expected to use their best judgment as to which type of enforcement to use based on the circumstances of the situation. Enforcement shall follow the regulations, ordinances and policies of the Airport, CBJ and Federal government as pertains to the Airport. Airport may request to periodically view written warnings and citations prior to sending to Juneau Police Department, for purposes of better public education and policy review. Issuing officer(s) will be required to defend citation(s) in court, if summoned. Ticketing/citations are necessary for the enforcement of rules and regulations.
- 7) **Airport Lost and Found.** Maintain a written chain of command for items turned in to the Airport's lost and found in accordance with City

Ordinance and Airport Policy; expedite return of items whenever possible.

- 8) Reports.** This includes computer generated discrepancy reports, incident reports, and accident reports, on a daily basis, if appropriate; and accompanying photos, witness statements or evidence, if any. Reports shall be prepared for all incidents requiring officer assistance including those which require notification or transfer of responsibilities to other law enforcement and emergency agencies, and for observed discrepancies. Reports shall include all pertinent names, addresses, phone numbers, date, time, description of problem and resolution or outcome. Copies of all reports shall be provided to Airport Security Coordinator (or Airport Manager). Release of reports and information shall only be distributed by Airport Administration unless otherwise directed. Reports are not required for general warnings or citations involving motor vehicles unless vehicle is involved in security breach.
- 9) Escort.** Provide escort of individuals/vehicles with an approved need to various locations within the perimeter fence, provide escort of medical personnel into the departure lounge to expedite medical emergency transport and provide other escort as requested by the Airport Manager's office.
- 10) Coordination with Other Law Enforcement Agencies/Emergency Agencies.** This shall include communications via radio or phone and include City, State and Federal Law Enforcement agencies. Appropriate agency shall be notified immediately for arrests, emergencies or events warranting outside enforcement including illegal items or acts at screening checkpoints or within the Airport facilities.
- 11) Communication and Coordination with Airport.** Officer(s) on duty shall notify the Airport Manager and/or Airport Security Coordinator when there is an emergency (aircraft alert, fire or a non-medical emergency), a change to the Airport security condition or a situation which warrants other law enforcement agencies to be called to the Airport for assistance. Emergency notification shall occur as soon as conditions permit. Officer-in-charge (OIC) shall coordinate closely with Airport Management on routine operations and updates.
- 12) Other.** From time to time, officer(s) may be requested to perform other duties by request of Airport Administration including, but not limited to: delivery of items/notices to Airport tenants, attending Airport meetings which may relate to security and monitoring disabled gates. Additional officer(s) may be required for emergency situations,

special events or to cover assigned officer's during court summoned appearances.

d) Training Program. Contractor shall provide a training and recurrent training program which shall be updated, as necessary. This training program and any additional training material shall be available to all officers while on duty to use as a daily reference. Training program shall include at a minimum:

- 1) Training of those duties specified in 2.2 c, Duties. Training Program should highlight and detail high priority duties such as emergency response and call-out, response to security screening checkpoints, enforcement, etc.
- 2) General training and familiarization of the JNU Airport and airport-related security including the JNU Airport Security Program (available only to Contractor upon contract award), 49 CFR 1542 (Federal airport security regulations), local law enforcement knowledge and knowledge of local government ordinances, regulations and policies. Officers shall be familiar with the location and general operations of the Airport runways, taxiways and apron/ramps. Officers shall be familiar with location of tenant leaseholds both on field and in the terminal. Officers shall be familiar with regulations, ordinances and policies affecting the operations of/on the Airport as it pertains to the security of the Airport. Officers shall be informed of changes on the Airport as they may pertain to their duties.
- 3) Sexual Assault / trauma training such as that provided by AWARE, or the like.
- 4) Conflict resolution or similar training for public relations.
- 5) Armed guard training as required by State licensing and TSA, if applicable.
- 6) General First-aid and CPR

Training and recurrent training time of officers shall not be billed to the Airport for compensation. The Airport is only interested in the end result of that training as it applies to the Airport Security Services Contract. The Airport retains the right to order the Contractor, in writing, to remove from duty any officer which the Airport Manager deems to be not properly trained or in any way deficient or delinquent in any of the terms and conditions of the Contract. Contractor shall replace such officer with a qualified, appointed one.

The TSA may require that security officers be trained or briefed on relevant security topics which may include: Improvised Explosive Device recognition, Flying Armed Law Enforcement Officer regulation, Manned Portable Air Defense System, Armed Law Enforcement Officer No-Fly/Selectee procedures/processes, and Armed Law Enforcement Officer Federal Criminal statutes pertinent to Aviation

Security. Such trainings/briefings would be determined by the TSA and be provided by the TSA on an as-needed basis.

- e) **Contractor Information.** Contractor shall provide the name of emergency contact person(s) within their firm and their contact phone number(s) including after hours emergency phone number(s).

2.4 **Equipment Provided by the City.** On-duty officer(s) shall have use of the following City owned equipment and shall only be used for airport related business use while on duty and in conjunction with this contract:

- a) **Security Vehicle.** For patrols, escorts, delivery of Airport notices/citations and response to emergencies
- b) **Hand-held Radios and Cell Phone.** For communications with Airport personnel, law enforcement, TSA screening response, tenant communications and emergency communications (no personal phone calls allowed).
- c) **Computer Systems.** For accident, incident and discrepancy reports, lost and found log, randomly monitor terminal cameras, airport security related internet use and airport security related training/educational purposes. Computer system will not be used for personal use AT ANY TIME. Internet access shall only be given to OIC and second-in-command.
- d) **Office.** For officer(s) assigned to duty at the Airport for duties outlined herein, office shall be for airport security business related activities only. A holding cell (jail cell) is available for the detention or holding of prisoners/arrests, as requested and in coordination with local, state or federal law enforcement agencies. Office and all file cabinets shall remain locked when office is unattended. No unattended, unauthorized person may be left alone in the office. Paper, pens, file cabinets, file folders, and general office supplies shall be provided by the Airport. Office shall only be used for writing reports, filing, and conducting Airport business which requires the use of the office. All other duties require officer(s) to be at the checkpoint(s) or performing random patrols, etc. Office is for limited use only.

Contractor shall provide payment for any damage (including repair or replacement) of City owned equipment resulting from the misuse, abuse or by negligence of Contractor's employee(s).

2.5 **Deliverables and Deadlines.** The following deliverables and schedules shall be required in the performance of this contract, and in achieving the City's project objectives:

- a) Duty logs shall be completed for each officer's shift and submitted to the Airport Security Coordinator's office for review by the next business day. Duty logs shall be kept on file. Duty logs must include random badge checks, vehicle checks, etc. in

secured areas. Any information missing on the duty log must be notated/justified as to why the duty log is incomplete. This is a Federal requirement.

- b) Incident, accident, breach and discrepancy reports shall be completed, including any photos, evidence, tapes or witness statements, and submitted to the Airport Security Coordinator's office by the next business day.
- c) A copy of the monthly duty officer schedule (for all shifts) shall be provided to the Airport Security Coordinator prior to the schedule month.
- d) OIC or duty officer shall immediately notify the Airport Security Coordinator and/or the Airport Manager of any aircraft accident, other accident involving major injury or death, any aircraft declaring an emergency, any threat to the airport, or any security breach including those which require emptying the departure lounge or aircraft or breach into a security or restricted area. **Please note that these incidents require the Airport to respond and notify Federal officials immediately.**

2.6 Airport Concession Disadvantage Business Enterprise. By Federal Regulation (49 CFR Part 23), airports receiving Federal grant assurances must have an Airport Concession Disadvantage Business Enterprise (ACDBE) Program in place. **Attachment E** summarizes the ACDBE program at JNU and the requirements of concessions and contractual agreements. **All proposers are required to submit the information on the attached Forms 1, 2 & 3 for proposals to be considered by the City. Information must be provided regardless of Firm's DBE status. If DBE does not apply, it must be stated on the forms and submitted with the proposal.**

SECTION 3 - PROPOSAL CONTENT REQUIREMENTS

Proposals are to be prepared in such a way as to provide a concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3.1 Title Page. Include the following information on the title page:

- a) The RFP number and name
- b) Proposer's name (legal name of entity)
- c) Mailing address
- d) Telephone number(s)
- e) FAX number
- f) Email address (if available)
- g) Web site address (if available)

3.2 Letter of Transmittal. Limit to one or two pages:

- a) Briefly describe your understanding of project and summarize the proposer's qualifications and capabilities to meet RFP requirements.
- b) Identify person(s) who will be authorized to represent the company during contract negotiations and term of contract. Include their title(s), address(es), and telephone.
- c) Acknowledge receipt of addenda issued for this RFP, if any.
- d) Provide notice that you qualify as a "Juneau Proposer" (see Section 3.8).
- e) The transmittal letter must be signed by the person who has authority to bind the company. The name and title of the individual signing the proposal must be clearly shown immediately below the signature.

3.3 Table of Contents. Clearly identify the materials by section, subsection, and page number following the sequence provided in this SECTION 3.

3.4 Understanding of the Project. Provide a comprehensive narrative that illustrates your understanding of the purpose of the scope, objectives and requirements of the project, including the project schedule and deliverables. Identify any challenges associated with implementing the work.

3.5 Management Details. Provide a comprehensive narrative that details your firm's management oversight. Include the following as part of your narrative:

- a) Organizational chart specific to key personnel assigned to accomplish the work, including any subconsultants.
- b) Lines of authority.
- c) Individual responsible for decision-making and accountable for this project, and the extent to which this individual will be available to the City. Provide his/her level of authority.
- d) Discuss how this project fits into your overall organizational structure and the current work load.
- e) Discuss your management approach to potential contractual disputes or employee disciplinary action.
- f) Discuss contingency measures for officer sick leave, vacation leave or stand-up of additional officers during an emergency.

3.6 Methodology to be Used for the Project. Provide a detailed, comprehensive narrative that sets out the methodology you intend to use in order to accomplish the Scope of Work and achieve the City's objectives. Discuss any operational plan, problem solving approaches, techniques, standards or creative methods to be used for getting the job done. At a minimum, you should include:

- a) Standard Operating Procedure (SOP), Management Plan, or other similar plan/program, which details how you intend to accomplish the Scope of Work throughout the term of the contract, and include:
 - i) Details of your training plans and curriculum for new employees and continuing training for current employees that meets the minimum stated in the Scope of Work.
 - ii) Details of daily (shift), weekly or monthly duties and how they are to be performed to meet the Scope of Work.
 - iii) Details of officer performance expectations and professional expectations.
 - iv) Details of how officers will transfer their shift authority to the next officer, including information and duty equipment (keys, radios, etc.).
 - v) Details of what resources officers will have access to in order to perform duties efficiently.
- b) Provide a detailed, comprehensive list of duties (for each shift) which will guide on-duty officers, and assure that officers perform and log all minimum required duties or activities that have occurred during their shift.

3.7 Experience and Qualifications. Provide a comprehensive narrative describing your firm’s experience, capabilities, and unique qualifications for the performance of the work. Include the following:

- a) A list of security contracts (of similar size & complexity) and previous work experience that demonstrate your ability to administer or complete this project successfully. Include armed-guard security experience of government facilities, including Airport facilities. Include dates that work was performed and details of the security work.
- b) References (name, phone and contract name) for each completed project listed above. Verify that the contacts will be available to provide references during the evaluation period.
- c) Resumes for the key personnel identified in your organizational chart provided in Section 3.5 a) above. Provide the number of personnel that will be assigned to the project and any additional personnel that will be trained and available for emergencies, increased officer coverage or be able to accommodate sick/personal leave.

3.8 Price proposal. Provide an hourly billing rate for the compensation that you expect to receive for on-duty officer(s) assigned to perform the scope of work under this contract. An hourly billing rate shall be provided for each year of the term of the contract from **October January 1, 2014² (or date of award)** through **September 30, 2013**. Use **ATTACHMENT D: Officer Hourly Billing Rate Worksheet** to provide the billing rate(s). Billing rate(s) shall be all inclusive of overhead, profit, fringe benefits, insurance, training (initial and recurrent), etc. Billing rate(s) shall not be subject to an adjusted overtime compensation rate. Note: Billing rate shall be applied to transitional period, if applicable, for **September–December 2011**.

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Complete **ATTACHMENT D**, sign, and **place in a separate sealed envelope marked “PRICE PROPOSAL”** and include with your proposal. City will only pay a set hourly billing rate per appointed on-duty officer(s). Hours of Coverage of this RFP will not be subject to an adjusted overtime compensation rate.

For renewal periods, Contractor may request price adjustment on hourly billing rate, in writing, 6 months prior to renewal year. Any requested price adjustment in compensation on renewal period periods must be based on substantiated changes in hourly rates from initial contract period. If Contractor claims an increase due to cost factors, justification must in writing to the City. Under no circumstances will price adjustment to the hourly billing rate exceed the Consumer Price Index (CPI) for Anchorage of the previous Calendar year-end. If the City is in agreement with the Contractor’s requested price increase, such increase will become the basis for the hourly billing rate in the renewal contract(s).

3.9 Juneau Proposer preference. Submit a statement as to how you qualify for Juneau Proposer status in order to be eligible for preference points (City Ordinance 53.50.010 and 53.50.050). **You must be qualified by CBJ at the time of submittal of your proposal to receive preference points.** The Ordinance is available at http://library.municode.com/HTML/13307/level3/PTIICOOR_PTIIOTPR_CH53.50PUSUSE.html (Revised 9/10 NAT)

3.10 Other. While points will not be awarded for the following items, they must be included in the Proposal packet in order for the Proposal to be considered responsive.

- a) Airport Concession Disadvantage Business Enterprise (ACDBE) Forms ~~1, 2 & 3~~, see Attachment E.
- b) Any amendments to the RFP which have been issued by the City during the course of the RFP process (open bid time). Amendments must be signed

SECTION 4 – RULES GOVERNING COMPETITION

- 4.1 Evaluation.** An evaluation committee will review, evaluate, score and rank proposals, in accordance with criteria identified below and the Proposal Evaluation Form (ATTACHMENT B). Clarification of submitted material may be requested during the evaluation process. Interviews by telephone with top ranked Proposers may also be conducted at the discretion of the evaluation committee. If necessary, in-person interviews will be conducted. Finalists will be notified and informed of interview requirements. In the event of a tie in the ranking totals, only the raw scores of the Proposers who are tied will be totaled to determine the appropriate ranking.
- 4.2 Criteria.** The committee will use the following criteria for determining the most advantageous proposal to the City:
- a) **Understanding of the Project.** Points will be awarded based on how well you:
 - 1) demonstrate a thorough understanding of the purpose, objectives & scope of the project;
 - 2) identify pertinent issues and potential problems related to the project;
 - 3) demonstrate an understanding of the deliverables the City expects you to provide;
 - 4) demonstrate an understanding of the City's schedule.
 - b) **Methodology Used for the Project.** Points will be awarded based on how well your methodology:
 - 1) demonstrates a complete, practical, logical and feasible approach in carrying out the scope of work and fulfilling the project requirements;
 - 2) addresses challenges or problems related to the project;
 - 3) achieves the project objectives;
 - 4) interfaces with the deliverables and schedule for major tasks and project milestones.
 - c) **Management Plan for the Project.** Points will be awarded based on how well your management plan:
 - 1) supports the scope of work and effectively leads to deliverables required;
 - 2) outlines the organization of your project team;
 - 3) demonstrates your accountability;
 - 4) illustrates the lines of authority and communication;
 - 5) illustrates how this project fits into your workload;
 - 6) outlines your approach to employee and contractual disputes;
 - 7) outlines contingency measures for officer leave and emergency stand-up.

d) **Experience and Qualifications.** Points will be awarded based on how well your firm and personnel you assigned to this project:

- 1) demonstrate experience in completing similar projects on time and within budget;
- 2) demonstrate skills and abilities desirable for work this project requires;
- 3) measure up during any reference checks. This includes any other client references that the City may obtain for your firm or personnel, beyond those references listed in your proposal.

b. **Price proposal.** Proposals shall be scored based on the 2-year average of the hourly billing rate submitted. Price proposal points shall be computed by the Purchasing Department. This is the only portion of the evaluation process that compares the submitted proposals in order to determine awarded points. (See Attachment D for scoring methodology)

a. **Juneau Proposer Preference.** Points equal to 5% of the total evaluation points will be given to any Proposer who has demonstrated that they meet the criteria outlined in the City Ordinance 53.50.010 and 53.50.050.

http://library.municode.com/HTML/13307/level3/PTIICOOR_PTIIOTPR_CH53.50PUSUSE.html

(Revised 9/10 NAT)

4.3 **Disclosure of Proposal Contents.** The City and Borough of Juneau, a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act codified at AS 40.25.100-220, and the public records provisions in the CBJ Charter, section 15.7. The contents of proposals submitted in response to this RFP will be kept confidential until the top ranked proposer is announced. Immediately following announcement, all proposals become public information. Any restrictions or prohibitions purporting to prohibit public disclosure of any material attached to or referenced in any proposal based upon claims of privileged, confidential, or proprietary materials, or any such similar restriction or prohibition shall be of no force and effect, shall be disregarded, and all such materials shall instead be deemed as public records.

OR

~~Trade secrets and other proprietary data contained in a proposal may be held confidential, to the extent allowed by law, by the Purchasing Officer, upon request in writing by a proposer. Material considered confidential by the proposer must be clearly identified and marked (page, section, etc) by the proposer, and the proposer must include a brief statement that sets out the reasons for confidentiality. Marking the entire proposal confidential is not acceptable and may be cause for the City to reject your proposal as non-responsive.~~

4.4 **Irrevocability.** All proposals must be irrevocable for 90 days from submission date.

- 4.5 Costs.** All costs incurred by the proposer in preparation of the proposal, including any interview costs, shall be the responsibility of the Proposer.
- 4.6 Right to Waive.** The Purchasing Officer may waive any informality or minor irregularity in the proposals or proposal process. Informalities or minor irregularities:
- a. Do not affect responsiveness;
 - b. Are merely a matter of form or format;
 - c. Do not change the relative standing or otherwise prejudice other proposals;
 - d. Do not change the meaning or scope of the RFP; or
 - e. Do not constitute a substantial reservation against a requirement or provision.
- 4.7 Rejection of Proposals.** Only responsive and responsible Proposers will be considered for evaluation. The Purchasing Officer may reject any proposal that does not comply with all the material and substantial, terms, conditions and performance requirements of the RFP. Proposers may not qualify the proposal nor restrict the rights of the City. If a Proposer does so, the Purchasing Officer may determine that proposal to be a non-responsive counter-offer and the proposal may be rejected.
- 4.8 Cancellation.** The City may decide to cancel the solicitation at any time prior to award if it is its best interest, in which case no award will be made.
- 4.9 Selection.** The City will post a notice of evaluation results and the apparent successful Proposer as soon after the deadline as possible. The notice will be sent to all Proposers.
- 4.10 Protests.** The protest period begins following the posting of the notice. Protests will be executed in accordance with CBJ Ordinance 53.50.062 "Protests", and 53.50.080 "Administration of Protest", available online http://library.municode.com/HTML/13307/level3/PTIICOOR_PTIIOTPR_CH53.50PUSUSE.html or from the CBJ Purchasing Division. (Revised 9/10 NAT)
- 4.11 Negotiations.** Following the posting of evaluations, the successful Proposer may be invited to enter into contract negotiations with the City. If held, negotiations shall be within the scope of the RFP and limited to those items which would not have an effect on the ranking of proposals. If an agreement cannot be reached during the negotiation process, the City will notify the Proposer and terminate the negotiations. Negotiations may then be conducted with the next Proposer in the order of its respective ranking.
- 4.12 Award.** Upon conclusion of successful negotiations and compliance with any pre-award obligations, award will be made in the form of a contract and a purchase order, if appropriate, will be sent to the Consultant.

SECTION 5 – TERMS & CONDITIONS

- 5.1 Insurance Requirements.** Prior to award, insurance must be secured and maintained for the risks and in the amounts specified in ATTACHMENT A. The Consultant and its insurance carrier waive subrogation against the City.
- 5.2 Review of Contract.** Attached to this RFP is the City's standard agreement (ATTACHMENT C) which should be carefully reviewed by you, as it is the form of agreement that the City intends that you sign in the event of acceptance of your proposal.
- 5.3 HIPAA Business Associate Agreement.** **TBD by Purchasing & Dept if necessary.** The City has designated certain health care components as covered by the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The successful vendor will be designated a business associate of those agencies identified as health care components of the City, upon award of contract. The successful vendor will be required to execute the City's Business Associate Agreement (ATTACHMENT D) and must adhere to all relevant federal, state and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement.
- 5.4 Nondisclosure and Confidentiality.** Contractor agrees that all confidential information to which it has access in performing this contract shall be used only for purposes of providing the deliverables and performing the services specified herein. Contractor shall not disseminate or allow dissemination of confidential information to third parties unless authorized in writing by the City. 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. Contractor must promptly notify the City 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, includes but is not limited to financial data, bank account data and information, user lists, passwords, technology infrastructure, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).
- 5.5 Vendor Tax Status.** Vendors/merchants conducting business within the City are required by law to register with, and periodically report to, the City for sales and property taxes. Vendors/merchants must be in good standing with the City prior to award, and prior to any contract renewal and in any event no later than five business days following notification by the City of intent to award or renew. **Good standing** means: all amounts owed to the City are paid in full, including Confession of Judgments; and vendor/merchant is current in reporting (sales tax filings, business personal property declarations). Failure to meet these requirements, if so subject, shall be cause for rejection of your proposal and/or contract renewal. To determine if your business is in good standing, or for further information, contact the City Finance Department's Sales Tax Division, at (907) 586-5265, concerning

sales tax and/or Treasury Division, at (907) 586-5268, concerning business personal property and real property tax.

5.6 Licensing Requirements. Vendor is responsible for obtaining and maintaining all appropriate licenses as required by federal, state or local laws. An Alaska Business License is required to perform services in the State of Alaska. The business license can be obtained online at www.dced.state.ak.us/occ/buslic.htm. Other licensing information may be required prior to award, if requested by the City. Professional or occupational licensing information is available at www.dced.state.ak.us/occ/home.htm.

5.7 Compensation. ~~As full compensation for all services and obligations in connection with this contract, the CBJ will pay according to the following fee schedule: As full compensation for all services and obligations in connection with this contract, the CBJ will pay according to the negotiated rate as established by this contract. Based on City budget and proposed value of services offered in the proposal, the City may elect to accept the proposed hourly rate, or negotiate a new rate with the top scoring proposer. If a mutually agreed upon rate cannot be negotiated, the City may enter into negotiations with the next highest scoring proposer. Rates shall be established for initial contract term from January 1, 2012, through September 30, 2013. Note: Billing rate shall be applied to transitional period, if applicable, for December 2011.~~

~~For contract renewal periods, Contractor may request price adjustment on hourly billing rate, in writing, 6 months prior to the start of the renewal year. Any requested price adjustment must be based on substantiated changes in hourly rate from initial contract period. If Contractor claims an increase due to cost factors, justification must be in writing to the City. Under no circumstances will price adjustment to the hourly billing rate exceed the Consumer Price Index (CPI) rates for Anchorage of the previous calendar year-end. If the City is in agreement with the Contractor's requested price increase, such increase will become the basis for the hourly billing rate in the renewal contract(s).~~

~~All billing rate(s) shall be an hourly rate and be all inclusive of overhead, profit, fringe benefits, insurance, etc. Billing rate(s) shall not be subject to an adjusted overtime compensation rate. Define method of compensation for original contract period & any renewal periods. TBD by Purchasing and Department upon review of scope of work.~~

5-75.8 Performance Bond. **TBD by Purchasing & Department if necessary.** Prior to award **(or within xx days of NOITA)**, the Contractor shall obtain and maintain a Performance Bond in the amount of ~~the contract~~ **\$250,000**. The bond must be issued from a surety company licensed to transact business in the State of Alaska.

5-85.9 Surety Deposit. **TBD by Purchasing and Department if necessary.** In lieu of a performance bond, an irrevocable letter of credit, cash, certified check, or Certificate of Deposit (CD) may be substituted in the amount of the contract. The CD must be made to the City and Borough of Juneau, "in trust for" the Contractor.

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The City will release the deposit to the Contractor after the following events have occurred: whichever occurs later: (a) upon successful completion of the contract, and (b) maturation of the CD (if applicable).

5-95.10 Additional Services. If the City anticipates additional work pertaining to the development of this project during the contract period, the City may amend the work according to the CHANGES provision of the attached contract (ATTACHMENT C).

5-495.11 Substitutions. Substitutions for professional staff or for subconsultants or their professional staff during the course of the contract can only be made with the prior written consent of the Project Manager.

5-445.12 Definitions. the following terms used in this RFP shall be defined as:

“**City**” or “**CBJ**” means the City and Borough of Juneau, Alaska.

“**Consultant**” or “**Contractor**” or “**Vendor**” means the successful Proposer; the firm or individual to be awarded the contract for this project.

“**Person**” means a natural person, partnership, corporation, association, or other legal entity.

“**Project**” or “**Work**” means the entire body of work to be preformed, including the scope of service and requirements of the RFP.

“**Proposer**” or “**You**” means the person or any authorized representatives who have submitted a proposal in response to this RFP.

“**Planholder**” means a person who has been listed with City by name and address for purposes of notification on all City communications concerning this RFP.

“**Project Manager**” means the City official, or his/her designee, responsible for planning, controlling and administering this project to achieve its goals.

“**Qualified Proposer**” means a Proposer or firm submitting a responsive and responsible proposal.

“**Responsive Proposer**” means a Proposer who conforms in all material respects to the requirements stated in the RFP.

“**Responsible Proposer**” means a Proposer which has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit which will assure good faith performance.

RFP # [RFP NUMBER]12-023

[RFP Title]Juneau Airport Armed Guard Security Services

ATTACHMENT A

INSURANCE REQUIREMENTS

TO BE EDITED, AS NEEDED FOR THIS PROJECT, BY THE RISK MANAGER

Contractor must provide certification of proper insurance coverage or binder to the City and Borough of Juneau. The City must be named as an additional insured as respect to their interest in this project, except for Workers Compensation Insurance and Professional Liability. The certificate of insurance shall state, "**The CBJ shall be named as additional insured for any and all work performed for the CBJ**". Proof of the following insurance is required with five (5) calendar days after successful negotiations:

Commercial General Liability Insurance. The Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Consultant. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate.

Professional Liability Insurance. The Consultant must maintain Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per claim to protect the Consultant from any claims or damages for any negligent act, error or omission of the Consultant, the Consultant's firm, employees, or subcontractors (which results in a financial loss to the City).

Workers Compensation Insurance. The Consultant must maintain Workers Compensation Insurance to protect the Consultant from any claims or damages for any personal injury or death which may arise from services performed under this contract. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Consultant must notify the City as well as the State Division of Workers Compensation immediately when changes in the Consultant's business operation affect the Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injury, and five hundred thousand dollars (\$500,000.00) policy limits.

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million-dollar (\$1,000,000.00) combined single limit coverage.

This represents the insurance coverage required for the above-referenced project.

Tim Allen, CBJ Risk Manager

Date

RFP # [RFP NUMBER]12-023

[RFP Title]Juneau Airport Armed Guard Security Services

ATTACHMENT A

STATEMENT OF NO PROPOSAL

NOTE: If you DO NOT intend to bid on this service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this project and improve our bid solicitation process.

The Purchasing Department of the City and Borough of Juneau wishes to keep its bidder's list up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned in order for your firm to remain on the bid list for future projects of this type. Please indicate the reason(s) your firm does not choose to submit a bid for this project:

- _____ We do not offer this service.
- _____ We are unable to meet specifications.
- _____ We don't have sufficient time to respond to the Invitation of Proposal.
- _____ We are unable to meet bonding requirements.
- _____ We are unable to meet insurance requirements.
- _____ Our schedule would not permit us to perform, if the bid was awarded to our firm.
- _____ Specifications are unclear. (Please explain below).
- _____ Remove us from your bidders list for this service.
- _____ Other (Please specify below)

REMARKS:

COMPANY NAME: _____ DATE: _____

SIGNATURE & TITLE: _____

PHONE: _____ FAX: _____ E-MAIL: _____

Thank you for your reply.

Please fax your reply to (907) 586-4561

RFP # [RFP-NUMBER]12-023

[RFP-TITLE]Juneau Airport Armed Guard Security Services

ATTACHMENT B

PROPOSAL EVALUATION FORM

PROPOSER: _____

CRITERIA Per SECTION 4.2 of RFP	Weight (%)	Out- Standing (10 points)	Adequate To Good (6 to 8 points)	Marginally Acceptable (3 or 4 points)	Unaccept- able (0 points)	Sub- Total
Understanding of the Project	25					
Methodology of the Project	25					
Management Plan	15					
Experience and Qualifications	30					
Price proposal (or use formula)	20					
Juneau Proposer Preference	5					
Grand Total						

Scoring:

Outstanding = 10

Adequate to Good = 6,7 or 8

Marginally Acceptable = 3 or 4

Unacceptable = 0

No scores using 1,2,5, or 9.

Maximum Score Achievable = 1,000 points

RANK: _____

Evaluator: _____

Date: _____

Standard Contract

PART I: PARTIES

This contract is between the (Department Name), City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "City," and (Contractor Name), (Contractor or Business Form/Type), licensed to do business in the state of Alaska, hereafter "Contractor."

PART II: CONTRACT ADMINISTRATION

All communications concerning this contract shall be directed as follows, any reliance on a communications with a person other than that listed below is at the party's own risk.

City:

Attn: (City and Borough of Juneau Representative Name)
(Department Name)
City and Borough of Juneau, Alaska
155 South Seward Street
Juneau, AK 99801
Phone: (Contact Phone Number)
Fax: (Contact Fax Number)

Contractor:

Attn: (Contractor or Representative Name)
(Contractor Name)
(Contractor Address)
Phone: (Contractor Phone Number)
Fax: (Contractor Fax Number)

PART III: CONTRACT DESCRIPTION

This contract is identified as: (Contractor ID). The following appendices are part of this contract as well as any exhibits or attachments incorporated by reference or attached to those appendices.

Appendix A: Scope of Work

Appendix B: Standard Provisions

If in conflict, the order of precedence shall be: this document, Appendix A and then B.

PART IV: CONTRACT EXECUTION

The City and Contractor agree and sign below. This contract is not effective until signed by the City.

City:

Date: _____

By: _____

Authorized Representative
(City and Borough of Juneau Signature)
(City and Borough of Juneau Signor Title)

Contractor:

Date: _____

By: _____

Authorized Representative
(Contractor Signature)
(Contractor Title)

Content Approved by: _____, (Department Representative)

Form Approved by: _____, Law Department

Risk Management Review: _____, Risk Management

APPENDIX A: SCOPE OF WORK

DESCRIPTION OF WORK

(Description of Work Inserted here)

[Option 1: Attached or insert a complete description of the work.]

[Option 2: Use the following language]

The work is described in the following documents which are incorporated by this reference. In the event of a conflict between the provisions of these documents and this document, the order of precedence shall be: this document, Attachment 3, Attachment 1, and then Attachment 2.

Attachment 1: City's Request for Proposals (RFP# _____), dated: _____, and any addenda

Attachment 2: Contractor's Proposal in response to RFP# _____, dated: _____

Attachment 3: Modifications

TERM

This contract becomes effective upon signature by all parties, and automatically terminates on (End Date), unless terminated earlier by the parties in writing.

COMPENSATION

(Compensation description/details)

PROHIBITED CONTRACT

APPENDIX B: STANDARD PROVISIONS

CONTRACTUAL RELATIONSHIP. The parties intended that an independent Contractor/City relationship will be created by this contract. City is interested only in the results to be achieved as provided in this agreement. The conduct and control of the work will lie solely with the Contractor. Contractor is not considered to be an agent or employee of City for any purpose, and the employees of Contractor are not entitled to any benefits that City provides for City's employees. City does not agree to use the Contractor exclusively. Contractor does not agree to work for City exclusively.

PERSONNEL, EQUIPMENT AND SUPPLIES. Except as provided in the Scope of Work, the Contractor represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the work under this contract. All of the work required hereunder will be performed by the Contractor or under its supervision. None of the work covered by this contract shall be subcontracted except as provided in the Scope of Work.

INSURANCE REQUIREMENTS. The Contractor has secured and will maintain insurance for the risks and in the amounts specified in the RFP and approved by Risk management, incorporated by reference herein.

CONTRACTOR QUALIFICATIONS. Contractor warrants that it is fully qualified and is licensed under all applicable local, state, and federal laws to perform its obligations under this contract.

CHANGES. The City may, from time to time, require changes in the scope of services to be performed under this contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing before they will be regarded as part of this contract. No claim for additional services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the City.

NO ASSIGNMENT OR DELEGATION. The Contractor may not assign or delegate any interest in this contract without the prior written consent of the City. Contractor may assign its rights to any payment under this contract without the prior written consent of City, however, notice of any such assignment or transfer shall be furnished promptly to the City by Contractor.

TERMINATION. The City may by prior written notice terminate this agreement at any time, in whole or in part, when it is in the best interest of the City. In the event that this contract is terminated by the City for convenience, by mutual agreement of the parties, or by default of a material condition, the City is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

INSPECTION AND RETENTION OF RECORDS. The City may inspect, in the manner and at reasonable times it considers appropriate, all of Contractor's facilities, records and activities having any relevance to this contract. Contractor shall retain financial and other records relating to the performance of this contract for a period of 6 years, or until the resolution of any audit findings, claims or litigation related to the contract.

EQUAL EMPLOYEMENT OPPORTUNITY. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, marital status, changes in marital status, pregnancy or parenthood. Contractor shall include these provisions in any agreement relating to the work performed under this agreement with contractors or subcontractors.

CHOICE OF LAW; VENUE . This contract shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Juneau.

COMPLIANCE WITH LAWS AND REGULATIONS. Contractor shall, at Contractor's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted, and must obtain all required licenses, permits, and registrations regulating the conduct of business within the state of Alaska and the city during the performance of this agreement.

PAYMENT OF TAXES, OBLIGATIONS TO CITY. As a condition of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment of any Subcontractor or any other persons in the performance of this contract. Contractor shall not be delinquent in any other obligations to City during the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the City under this contract.

CONFLICT OF INTEREST. Contractor warrants that no employee or officer of the City has violated the conflict of interest provisions of the City code regarding this contract. Contractor also warrants that it has not solicited or received any prohibited action, favor or benefit from any employee or officer of City, and that it will not do so as a condition of this contract. If the Contractor learns of any such conflict of interest, the Contractor shall without delay inform the City Attorney or City's representative for this contract.

INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless City, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of the Contractor's performance of this contract, without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgment, or verdict, and includes the award of any attorneys fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against City relating to this contract. The obligations of Contractor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. City shall notify Contractor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Contractor's obligations and may be waived where the Contractor has actual notice.

OWNERSHIP OF DOCUMENTS. All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this contract become the sole property of the City and may be used by the City for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the City. Unless otherwise directed by the City, the Contractor may retain copies of all the materials.

IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this contract, other than documents exclusively for internal use within the City, shall carry a City notation or logo as directed by the City.