

Issue Date	Time and Date of Opening	Buyer	Buyer Phone Number
7/7/22	9:00 A.M. Alaska Time July 29, 2022	Amos Snoddy	907-343-4590

ADDENDUM No. 1

TO INVITATION TO BID No. 2022B039

DATE ISSUED: July 21, 2022

TITLE: 2022B039 – Provide Transit Security Services to the Municipality of Anchorage (MOA) Public Transportation Department (PTD)

The following changes and/or additions are hereby made to subject Invitation to Bid:

1. **Change;** The date of **Bid Opening** to **9:00 AM Alaska Standard Time on July 29, 2022.**
2. **Incorporate** Questions & Answers, identified as Addendum No. 1, dated July 21, 2022.
3. **Replace,** Specifications identified as Addendum No. 1, dated July 21, 2022

All other terms, conditions, and specifications remain unchanged.

An electronic (.pdf) copy of the Invitation to Bid is available at MOA, Purchasing Department’s website; (<http://www.muni.org/Departments/purchasing/Pages/bidding.aspx>). It is your responsibility to periodically check the website for any addenda.

ANY QUESTIONS REGARDING ADDENDUM #1, MUST BE SUBMITTED IN WRITING TO WWPUR@MUNI.ORG BY 12:00 P.M., ALASKA TIME, July 22, 2022. Please reference the Project Title and Invitation to Bid Number.

THIS ADDENDUM MUST BE ACKNOWLEDGED IN SPACE PROVIDED ON BID PROPOSAL SHEET OR SIGNED AND RETURNED TO PURCHASING PRIOR TO TIME SET FOR BID OPENING IN ACCORDANCE WITH ANCHORAGE MUNICIPAL CODE 7.20.020C.

The MOA reserves the right to accept or reject bids. Prices bid must be F.O.B. Destination. The MOA is exempt from Federal Excise Tax. Bids must be submitted to the Purchasing Department prior to time set for opening. Any bids not received by the Purchasing Department prior to that time will not be considered and will be returned. Time of receipt of bids will be as determined by the time stamp in the Purchasing Department, 632 W. 6th Avenue, Suite 520.

Please ACKNOWLEDGE AND RETURN THIS ADDENDUM PRIOR TO THE DATE AND TIME SHOWN ABOVE OR YOUR BID MAY BE REJECTED.

MUNICIPALITY OF ANCHORAGE

Authorized Representative Signature _____ Date _____

Printed Name _____

Printed Vendor Name _____



Nikki Martindale
Deputy Purchasing Director

QUESTIONS & ANSWERS

ITB #2022B039

Addendum #1, dated June 21, 2022

1 - What are the Current Pay for the existing Security Guards? What are the Bill Rates for Existing Security Services?

The Public Transportation Department does not have a current contract.

2 - Is the workforce covered by a collective bargaining agreement with their employer? If so, will a copy of the CBA be provided since vendors may be legally bound to honor economic aspects of that CBA?

No

3 - What is the anticipated start date?

The Department would like to start ASAP.

4 - What is the reason for going out to bid for security services?

The goals of the security service will be to provide bus operator and passenger safety, enforcement of Transit rules and ensure the integrity of the bus routes.

5 - Is training billable to (client)? If so, which training is billable to (client)?

All training required by the MOA will be paid by MOA and scheduled during normal office hours.

6 - Is there a requirement to have a vehicle? How many? Is there a make & model preference? What is the amount of mileage driven by the vehicle per month?

Vehicles will be provided by the Public Transportation Department.

7 - Who is the current incumbent? How long have they serviced the MOA, Public Transportation Department?

There is not a current contractor as this is a new service.

8- Is a copy of the current contract available to provide for review?

N/A

9 - Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. The foregoing parameters are stated in our contracts, and the additional insured endorsements to all of our insurance policies cover each additional insured to the extent of those contractual requirements. Our additional insured endorsements are broadly written to cover each additional insured "where required by written contract." Furthermore, because our additional insured endorsements are blanket endorsements, additional insureds need not be expressly named in order to be covered. Can the first sentence of the "Additional Insured" paragraph on page 6 of the ITB be replaced with the following to reflect those parameters?

"The Municipality of Anchorage will be included as an additional insured, to the extent of the Contractor's indemnification obligations under the resultant Contract and up to the required insurance coverage amount. Coverage may be provided by a blanket endorsement that covers additional insureds where required by written contract."

This is standard MOA Special Provisions and will not be changed.

10 - We note that the Commercial General Liability limits on page 6 of the ITB include "Medical Payments" coverage. Our company's CGL policy does not include "Medical Payments" coverage. Can that requirement be eliminated?

This is standard MOA Special Provisions and will not be changed.

QUESTIONS & ANSWERS

ITB #2022B039

Addendum #1, dated June 21, 2022

11- The "Period of Performance" paragraph on page 9 of the ITB states an initial term of July 1, 2022 to June 30, 2022. Section 1.1.B on page 1 of the Specifications states a two (2)-year initial term. Also, the "Period of Performance" paragraph on page 9 of the ITB refers to the possibility of two (2) additional one (1)-year renewal periods, whereas Section 1.1.B on page 1 of the Specifications refers to the possibility of a single option year. Please clarify the length of the initial term and the maximum number of annual renewal periods

The Department updated Section 1.1.B. The period of performance will be updated when the contract is issued as soon as possible.

12- We note that the "Period of Performance" paragraph on page 9 of the ITB appears to require unit prices to remain firm and fixed for the duration of the initial term and any renewal terms. May the Contractor be permitted to raise rates when and as needed to recoup increases in the following costs that are outside of the Vendor's control: Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum, prevailing and living wage rates and other statutory requirements, such as legally mandated sick leave costs; and medical and other benefit costs?

This is possible on mutual consent of both parties.

13 - We assume that the Contractor's compliance with the fitness standards stated in Section 3.2.A.3 and Section 3.2.B.2 on pages 9-10 of the Specifications is intended to be in accordance with applicable law, including the Americans with Disabilities Act. Can the provisions identified below be revised as follows to achieve compliance with applicable law?

· Replace Section 3.2.A.3.j with the following:

o Physically and mentally capable of performing all essential job duties under the contract, with or without reasonable accommodation."

This wording has been added to Department specifications.

· In Section 3.2.A.3.k, insert the phrase "with or" before each reference to the word "without" on lines 1 and 2.

This wording has been added to Department specifications.

· Delete Section 3.2.B.2 in its entirety. This request will not be removed from specifications.

QUESTIONS & ANSWERS

ITB #2022B039

Addendum #1, dated June 21, 2022

14 - We note the background adjudication standards in Section 3.2.A.3.m on page 9 of the Specifications. We assume those standards are intended to comply with Title VII of the Federal Civil Rights Act of 1964 which prohibits employment discrimination. In interpreting Title VII, EEOC Enforcement Guidance 915.002 (4/25/12) prohibits blanket exclusions based on a class of crime or type of military discharge. The Guidance requires assessment of the facts and circumstances of a conviction or military discharge to determine whether it truly renders a person unsuitable for the position for which he or she is intended. Will the cited section be replaced with the following to achieve compliance with applicable law?

[The wording has been added to Department specifications.](#)

· “m. Officer shall not be considered for this contract if they currently or in the past have been involved in:

i. Any felony or sex conviction that renders the Officer unsuitable for the position for which he or she is intended.

ii. Military conduct resulting in a discharge that renders the Officer unsuitable for the position for which he or she is intended.

iii. Any pattern of irresponsible behavior, including, but not limited to, unreasonable driving or a problem employment record.

Contractor’s determination regarding the suitability of any person described in (i) - (ii) above for assignment at a Municipality location shall be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of criminal conviction and military discharge history in employment decisions which requires a weighing of (i) the nature and gravity of the offense or discharge; (ii) the time that has passed since the offense or discharge, or the employee’s completion of any sentence given as a result of the offense; and (iii) the nature of the job held or sought.”

15 - Can Section 13.B on page 3 of the Contract be revised to give the Contractor the reciprocal right to terminate the Contract for convenience on ninety (90) days’ prior written notice to Anchorage?

[This is standard MOA Special Provisions and will not be changed.](#)

16 - - Our company stands behind our security services and regularly accepts the obligation to indemnify and defend clients for the portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of security services under client agreements. Can Section 16 on page 4 of the Contract be revised as follows to reflect those parameters?

· On line 3, replace the phrase “occurring in the course of the Contractor’s performance” with the phrase “to the extent caused or allegedly caused by the Contractor’s negligent performance under this Contract.”

[This is standard MOA Special Provisions and will not be changed.](#)

17. Please define “tools” as referred to in People Mover Specifications Section 2.2. paragraph B.

[The Department has updated the specifications to remove the word “tools” in Section 2.1.B](#)

QUESTIONS & ANSWERS

ITB #2022B039

Addendum #1, dated June 21, 2022

18. With proper training and certification, are security personnel allowed to carry defensive tools such as expandable baton, pepper spray, Taser, handcuffs?

No defensive tools are allowed, in an event defensive tools are needed Anchorage Police Department should be notified.

19. What items are included in "PPE" as stated in Section 4.1 Municipality of Anchorage Furnished Equipment.

PPE refers to items that would be needed if there were Municipal mandates (example: face masks).

20. Regarding contraband that is confiscated, is the purchaser providing containers, locking safety boxes for banned items or weapons that are confiscated for safe storage?

Drop off locations will be Transit Admin Bldg, Dispatch (3600 Dr. Martin Luther King Jr. Ave) or Transit Customer Service – ADDRESS?

21. Is this service primarily mobile patrol services, with an emphasis to monitor the transit centers/hub locations specified?

Yes, this service will be mobile monitoring all buses, bus stops, and transit stations.



Specifications

Public Transit Security Services
Anchorage Public Transportation Department
People Mover

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Section 1 General Information

1.1 Purpose

- A. The Anchorage Public Transportation Department (PTD) is seeking professional UNARMED Transit Security services for the People Mover bus system. This Invitation to Bid (ITB) intends to result in the inauguration of the departments' first transit security force. Fittingly, PTD seeks to employ and partner with a security firm that demonstrates the expertise required to operate a professional and effective transit security operation.
- B. This ITB intends to result in a contract for UNARMED transit security services for an initial term of one (1) year with the possibility of two (2) one (1) year option year upon mutual consent of both parties and lawful appropriation of funds.

1.2 Background

A. People Mover System Information

1. People Mover is a division of the Municipality of Anchorage's Public Transportation Department (PTD) and is the largest public transit provider in the State of Alaska.
2. The People Mover system transports over 6,000 passengers per weekday and over 3,000 passengers per weekend day. The system encompasses over 650 bus stops, 2 transit centers, 2 transit hubs, and 7 key transfer points within the greater Anchorage and Eagle River areas as indicated on the transit system map (Attachment A).
3. At peak weekday operating hours as many as 47 vehicles operating in revenue service.

B. Current State of People Mover Security

1. Existing security issues are handled by People Mover Operations Supervisors in addition to Anchorage Police Department (APD) support as needed.
2. The most prevalent security concerns People Mover faces are as follows:
 - a. Patrons under the influence of alcohol, marijuana, and/or illicit drugs
 - b. Mental health concerns
 - c. Assaults to other customers and PTD staff to include but not limited to physical altercations, spitting and verbal abuse.
 - d. Violations of PTD codes of conduct

1.3 Contract Administration

A. General

1. The Contract Administrator is the Safety and Security Supervisor for the public transit operation division or authorized representative. To facilitate contract administration and inspection by representatives of the PTD, the contractor shall provide the following:
 - a. The Contractor's authorized representatives, the primary being the Sargent position shall act as a liaison to the Contract Administrator and shall always attempt to minimize the incident requiring municipal staff approval or assistance. Orders will (be to the maximum extent possible) be defined in writing as a part of a "General Order" to be published by the Contract Administrator and provided to the Contractor after award of the contract.

B. Performance Inspections

1. The Contract Administrator or authorized representative will make random unannounced inspections to determine the overall quality of contract performance, the job knowledge of individual officers, effectiveness of training, and evaluate the conduct and appearance of officers.

C. Additions/Deletions

1. The Contract Administrator or designee reserves the right modify this contract for reasons deemed necessary by them without affecting established costs of the remaining unaffected bid items.

Section 2 Scope of Services

2.1 General

- A. Contractors are encouraged to visit the work sites to see the conditions under which the work will be performed. The successful contractor's failure to visit the worksite will in no way relieve the contractor of the responsibility to perform the work and compliance with the contract specifications.
- B. The contractor shall furnish all supervision, labor, body armor, uniforms, equipment, materials and supplies to satisfactory perform the protection and patrol services in the manner and at the frequency set forth in these contract specifications, and in established orders.
- C. The Contractor shall communicate any changes to employee rosters prior to said

employee starting duty. Rosters must be communicated to the contract administrator weekly.

2.2 Work and Services Required

- A. Provide, operate, and maintain a protection force to perform all necessary officer functions and such other related functions as specified herein. Such service expressly includes the provision of management and administrative services sufficient to operate a comprehensive security program. Management in administration means that the contractor will provide a complete supervisory framework i.e., "chain of command" the routine reporting of and response to all security related matters as specified in the contract and established orders.
- B. Security Officers are required to patrol all bus stops along current People Mover routes. Routing information can be found at Peoplemover.org.
- C. All routes and the listed transit facilities must be monitored during the following hours:

Operational Hours		
Hours of operations	Minimum Number of Officers	Day of the week
0500-0030	2 Officers + 1 Sergeant per shift	Mon-Fri
0700-2030	2 Officers + 1 Sergeant per shift	Sat-Sun

Observed Holiday Closures		
New Year's Eve (Reduced Hours)	New Year's Day (Closed)	Dr. Martin Luther King Jr. Day
President's Day	Seward's Day	Memorial Day
Independence Day	Labor Day	Veterans Day
Thanksgiving Day	Day After Thanksgiving	Christmas Eve (Reduced Hours)
Christmas Day (Closed)		

Transit Centers	
Location	Address
Downtown Transit Center	700 West 6th Avenue
Dimond Transit Center	800 East Dimond Blvd.
Eagle River Transit Hub	Business Blvd.

D. Supervision of Officers

1. The Contractor shall provide a level of supervision that will ensure that employees:
 - a. Are properly trained as set forth in the Personal Requirements and Minimum Qualifications section of this document.

- b. Are always properly uniformed in a neat and professional appearance as outlined in the Supplies, Materials, and Equipment Section.
- c. Maintain a continuous state of proper training.
- d. Are punctual and cover their entire shift.
- e. Possess any necessary permits.

E. Reporting to Duty Process

- 1. The Contractor shall ensure that each employee has Contractor identification and building security codes before the employee enters on duty.
- 2. Security Officers will be required to sign in and sign out with Dispatch when reporting for duty and when leaving after normal working hours.

F. Deviation from Prescribed Schedules

- 1. Officers are authorized to deviate from prescribed schedules covering patrol routes whenever unusual conditions or circumstances so demand. Such deviations and the reasons for the deviation must be communicated to the Contract Administrator within 24 hours and made part of the daily report. The incident that occurred, person(s) involved, date, time, location, and any other pertinent information to the incident.
- 2. In case of an emergency condition requiring immediate attention, PTD staff may divert officers from their routine assignments to handle the emergency as required. When the emergency is resolved, the officers diverted should return to their normal assignment. No additional cost shall be charged to the Municipality of Anchorage for the diversion and the contractor shall not be penalized for non-completion of the normal daily work which was interrupted.

G. Hazardous Conditions

- 1. PTD Facilities
 - a. Report any potentially hazardous conditions in items in need of repair, including inoperative lights, leaky faucet, toilet stoppages, broken or slippery floor surfaces, etc. to People Mover Dispatch via radio.
 - b. Report any hazardous conditions observed at PTD bus stops to include broken glass/trash, damaged stop amenities, and any other potential hazards.

I. PTD Vehicles

1. Report any deficiencies not found on the vehicle inspection report prior to beginning their shift to Dispatch.
2. All accidents to the assigned contractor vehicle shall be reported to People Mover dispatch within 30 minutes.

J. Unauthorized Activities

1. Deescalate and if necessary, detain any persons violating PTD Code of Conduct. Contact Anchorage Police Department (APD) for assistance if necessary.

K. Law and Order

1. Maintain order within the area of assignment.

L. Reports and Records

1. Prepare required orders and daily reports, including reports on daily activities, maintain and make available all records in connection with the duties and responsibilities of the contract.
2. Copies of reports and records shall be sent to the Contract Administrator.

M. Additional Duties

1. Secure and check transit facilities nightly to ensure the indoor transit stops are locked and vacated.
2. Serve ban notifications to individuals established by the Contract Administrator.
3. Coordinate/cooperate with various law enforcement and fire department.
4. Confiscate and remit banned substances such as illegal drugs, alcohol, weapons per MOA regulation and guidelines to APD.
5. Escort/remove persons off busses or transit property who are unruly, disorderly, or violate PTD Code of Conduct.

N. Traffic Control

1. Service required in traffic direction and control around People Mover routes.

Monitor activities in restricted bus loading zones and bus stops. Coordinate with APD to have illegally parked vehicles removed.

O. Key Control

1. Receive and account for all keys to secured buildings and transit patrol vehicles.

P. Injury or Illness

1. Render aide and obtain professional assistance in accordance with local procedures in the event of injury or illness to MOA employees or others while on patrol.

Q. Emergency Assistance

1. In the event of emergency or an unusual occurrence adversely affecting the interest of the MOA, summon appropriate assistance, such as the local fire and or police departments, and immediately notify the Contract Administrator or designee.

R. Change of Duties

1. The MOA reserves the right to act through its Contract Administrator or designee to amend, modify, and re-issue the orders, special orders and to issue post orders for assignment of Security Officers to other building or areas. Any addition, deletion or modification of orders or assignments which directly affect the hours required to perform the services provided under the contract will be accounted for through the monthly billing process.

S. Orders

1. Perform as described in the established orders. Orders will be issued after award of contract post orders may vary in duties for different posts and will be subject to change as approved by the Contract Administrator. Changes to order/ duties will be implemented by the contractor at no additional cost to the Municipality.

T. Security Lead/Sergeant

1. The Contractor shall provide a Lead Officer (Sergeant). The Sergeant shall have the responsibility of coordinating and supervising the activities of all security personnel working under this contract. Each shift Sergeant will ensure staffing requirements as outlined in Section 2.2 C. The Sergeant shall make decisions pertaining to Officer personnel problems. The Contract Administrator shall be notified of those problems or situations which require his/her attention.

Section 3 Personnel Requirements and Minimum Qualifications

3.1 General

- A. The Municipality of Anchorage reserves the right to conduct background checks of all company owners, officers, sergeants, partners, joint venture members and employees. When requested, the Contractor shall provide full name, social security number, copy of driver's license, current address, and date of birth and place of birth for individual to be investigated within twenty (24) hours of verbal request by the Contract Administrator. The Contractor will also provide signed written authorization to the Municipality allowing the Municipality to conduct such an investigation.
- B. If any company official shows a history deemed questionable by the Municipality, the entities bid proposal may be rejected. If during the life of any resulting contract a company official develops a history deemed questionable by the Municipality, the contract may be terminated by the Municipality at no further or additional cost to the Municipality.
- C. If an employee of the Contractor shows a history deemed questionable by the Municipality, the employee will be denied access to Municipal property for the purpose of conducting work as required by the specifications. If during the life of any resulting contract a contract employee develops a history deemed questionable by the Municipality, the Municipality may request the employee be permanently replaced.
- D. Municipal Approval**
 - 1. Any person proposed for assignment may be interviewed by the Contract Administrator or his designee for approval prior to appointment to that assignment.
 - 2. The Municipal Contract Administrator may require removal from work sites, the security personnel who are deemed objectionable and who's continued employment on Municipal premises is deemed contrary to the public interest or inconsistent with the best interest of the Municipality of Anchorage.
- E. Substitutions of Personnel**
 - 1. It is the intention of the Municipality that the Contractor's management or supervisory personnel utilized for the contract will be available for the initial contract term. If the Contractor wishes to substitute personnel, he/she shall provide personnel of equal or higher qualifications. Replacement personnel are subject to prior approval by the Contract Administrator. In the event substitute person are not satisfactory to the Contract Administrator in the matter cannot be

resolved to the satisfaction of the Municipality, the Municipality reserves the right to cancel the Contract for cause.

F. Waivers

1. Any of the listed qualifications may be waived in writing by the Contract Administrator or his/her designee when such waiver is in the best interest of the Municipality of Anchorage.

G. Consumption of Liquor and/or Harmful Drugs

1. The consumption and/or use of harmful drugs or alcoholic beverages while on-duty, or while off-duty and such manner as to affect performance on duty shall be cause for immediate dismissal from any Municipal duty post. Although the Contractor shall be responsible for ensuring compliance with the section, the Contract Administrator reserves the right to make such dismissals "on the spot" when required.

H. Standards of Conduct

1. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.
2. The Security Officer is expected to be in frequent contact with employees and customers.
3. A Security Officer is expected to be effective in establishing and maintaining good relationship between the security organization, individuals in the Municipality, and customers.
4. An improper attitude on the part of the officer can seriously damage the cooperative relationship that must exist between a security organization, employees, and customers.
5. A Security Officer is to be well trained, courteous, acting with restraint, and using sound judgment and common sense.

3.2 Security Officers

A. Security Officer Knowledge, Skills, and Education

1. Each Security Officer/Sergeant will have a complete background check made by the contractor and the results of such checks shall be made available to the

Municipality upon request.

2. Each Security Officer/Sergeant will meet the following minimum knowledge, skills, and education requirements:
3. Possess a high school diploma or equivalent
 - a. Shall be a U.S. citizen or have a valid resident alien status.
 - b. All officers shall be a minimum of twenty-one (21) years of age.
 - c. Be fully literate in the English language (i.e. be able to read, write, speak understand and be understood) oral command of the English language must be sufficient to permit full communication, particularly in times of stress.
 - d. Have a valid driver's license.
 - e. One-year experience in a responsible security position demonstrating:
 - i. Ability to meet and work with the public.
 - ii. Ability to be courteous.
 - iii. Maintain poise and self-control under stress and conflict.
 - iv. Ability to read, understand, and apply printed rules and instructions.
 - f. Maintain confidentiality about any sensitive information.
 - g. High school diploma or equivalent, with at least one year experience in a responsible security position.
 - h. Successfully completed Contractor training in the following: technique in patrol, first aid including CPR, public relations, safety, proper use of telephones and radio, proper use of written report forms, eight hours on site training by supervisor of the Contractor verified and documented and made available upon request by the Contract Administrator.
 - i. Shall be capable of self-defense, to ward off a potential attacker to protect the citizens from attack;
 - j. Physically and mentally capable of performing all essential job duties under the contract with or without reasonable accommodation.
 - k. Ability to hear ordinary conversation at 20 feet, with or without the use of artificial hearing devices and whisper conversations at 10 feet with or without the benefit of artificial hearing devices.
 - l. Freedom from drug use, except prescribed medication as evidenced by urinalysis test.
 - m. Officer shall not be considered for this contract if they currently or in the past have been involved in:
 - i. Any felony or sex conviction that renders the Officer unsuitable for the position for which he or she is intended.
 - ii. Military conduct resulting in a discharge that renders the Officer unsuitable for the position for which he or she is intended.
 - iii. Any pattern of irresponsible behavior, including, but not limited to, unreasonable driving or a problem employment record.

- iv. Contractor's determination regarding the suitability of any person described in (i)-(ii) above for assignment at a Municipality location shall be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of criminal conviction and military discharge history in employment decisions which requires a weighing of (i) the nature and gravity of the offense or discharge; (ii) the time that has passed since the offense or discharge, of the employee's completion of any sentence given as a result of the offense; and (iii) the nature of the job held or sought.

B. Health and Physical Fitness Requirements

1. The contractor shall ensure that all officers are well height and weight proportioned, and in good health without physical handicaps or impairments that would interfere with the performance of duties. All security personnel shall be free of communicable disease, and possess binocular visions, correctable to 20/20, and not colorblind.
2. All security personnel must be physically and mentally capable of performing job duties. Personnel with prior military service must have been released from service under honorable or general conditions.

C. Training/Certifications

1. Training

- a. All personnel must be trained and experienced. Personnel who are physically and mentally able to react effectively in enforcing order, curbing violence, passengers, and employees from bodily injury or harassment, and preventing theft and damage to property.
- b. All personnel must possess appropriate training, knowledge of applicable laws, search, and seizure techniques.
- c. All personnel must attend De-Escalation Training, Cultural Diversity training, and OSHA's Blood Borne Pathogen training all provided at no cost to the Municipality.

2. First Aid and CPR Certification

- a. All security personnel performing duties required by the contract shall be trained in first aid and CPR and shall possess a current card from a recognized authority certifying such.

3. Confidentiality in the Workplace

- a. All Security personnel assigned to this contract will have training in the Confidentiality in the Workplace. After which each Officer/Sergeant will sign a

confidentiality training certificate which will be maintained by the Contractor and provided to the Contract Administration.

- b. The following confidentiality standards to be upheld include:
 - i. Exercise discretion while interacting with their fellow colleagues. Personal disclosures should be made thoughtfully and any work- related information must not be shared at all.
- c. Employees must refrain from sharing information that the Municipality considers sensitive. Contract employees must maintain a professional

4. **Authority and Jurisdiction**

a. **Violation of Law**

- i. The employees of the Contractor are only authorized by law to make arrests in the same manner and to the same extent as any private citizen. Citizens arrests made by security personnel under this contract are the responsibility of the Contractor as to any liability that may be incurred.

b. **Use of Force**

- i. Security Officers performing duties pursuant to this contract may use only reasonable and a necessary amount of force to carry out the responsibilities of the contract.

c. **Deadly Force**

- i. The use of deadly force in the carrying out of duties and responsibilities pursuant to this contract shall not be condoned or authorized by the Contract Administrator unless deadly force would be authorized by Alaska law.

- d. The Contract Administrator may from time to time provide additional instructions or guidelines to the Contractor regarding the use of force in carrying-out the duties and responsibilities of the contract.

Section 4 Supplies, Materials, and Equipment

4.1 Municipality of Anchorage Furnished Equipment

- A. Vehicles for use while working, that are serviced and maintained by the Municipality of Anchorage.
- B. Radios and communication equipment as deemed necessarily by the Municipality of Anchorage.
- C. People Mover Safety Vest.
- D. Any other required Personal Protective Equipment (PPE).

4.2 Property Accountability

- A. All property furnished by the Municipality of Anchorage under this contract shall remain the property of the Municipality of Anchorage. Upon termination of the contract, the Contractor shall render an accounting of all such property which has come into their possession under this contract.
- B. Safeguarding Property**
1. The Contractor shall take all reasonable precautions, as directed by the Municipality of Anchorage, or in the absence of such direction in accordance with sound industrial practices, to safeguard and protect the Municipality's property in his/her possession and custody. Unless otherwise provided in the contract, the Contractor assumes all risks and shall be responsible for any loss or damage to Municipally furnished property in his/her possession except for reasonable wear and tear and to the extent that such property is consumed in the performance of the contract.
- C. Use of the Municipality of Anchorage's Property**
1. The Municipality of Anchorage's property shall be used for official Municipal business in the performance of the contract.
- D. Damage to Public or Private Property**
1. Extreme care shall be taken to safeguard all existing facilities, site amenities, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the Municipality. Damage to or loss of any Municipal property used by the Contractor shall be repaired and/or replaced at the Contractor's expense with no cost or additional charges to the Municipality.
- E. Equipment Provided by Contractor**
1. The Contractor will furnish, install, operate, and maintain in acceptable condition, at no cost to the Municipality of Anchorage, all equipment, materials, and supplies necessary for performance under this contract, including, but not limited to, the following:
 - a. Approved uniforms for all Security personnel shall be provided by the Contractor and always worn by officers/sergeants while engaged in the performance of the duties required.
 - b. The color of security personnel uniforms must be navy blue or black in color

- such as used by large guard or police organizations in the United States.
- c. Appropriately lettered breast badge and cap ornament where applicable indicating the jurisdiction from which security officer authority is obtained shall be worn and prominently displayed as a part of the uniform. Shoulder patches not larger than 4.5 inches by 4.5 inches, lettered to indicate the identity of the Contractor shall be worn or displayed on the uniform. Battle Dress Uniforms (BDU's) are not permitted.
 - d. Uniform type shall be approved of by the Contract Administrator before usage is implemented. No security personnel may enter on duty until he/she has a completed uniform which meets the contract conditions.
 - e. Flashlights, batteries, and replacement parts (one complete watchman type flashlight for each officer), foul weather clothing shall be provided for each security officer by the Contractor.

Section 5 Deductions for Failure to Perform

5.1 Performance Deductions

- A. The Contract Administrator shall advise the Contractor of any failure to perform as indicated below in writing. The appropriate rate schedule for Performance Deductions will be deducted from the monthly billing for which the lapse occurred. A second occurrence of the failure specified by the same Contractor employee shall be cause to be removed from the contract.
- B. Deduction Per Occurrence Per Security officer

Security Officer Sleeping on Duty	\$750/Occurrence
Shift Not covered by qualified personnel	\$500/Occurrence
Security Officer not following orders	\$200/Occurrence

Section 6 Payments to Contractor

6.1 Payment Method

- A. The Municipality of Anchorage will pay once monthly for services rendered under this contract, provided all services covered by the contract have been satisfactorily completed and less any deductions as specified in Section 5, above. A monthly invoice for the cost of the contract is required to be submitted to the Contract Administrator or designee. The Contract Administrator or designee is authorized to make appropriate deductions in accordance with Section 5 above to the Contractor's

applicable monthly invoice after documentation of occurrence and verbal contact with the Contractor's authorized representative.

B. Invoice for Additional Services

1. Each invoice for additional services must reflect the dates, the number of hours worked, and names of the Municipal representative(s) authorizing the additional services. The invoice is to be forwarded to the Contract Administrator or designee within five (5) working days after the first of the following month.

Section 7 Contractor Qualifications

7.1 General Qualifications

- A. To qualify for the award of a contract, bidder shall meet strict minimum qualifications designed to establish an experience criterion in which each bidder demonstrates the capability to provide security services for locations described herein. Bidder shall be required to furnish evidence that the bidder has experience in securing sites similar to those outlined in this document.
- B. Bidder shall include number of years of experience, and current operations. The bidder must have experience in the security business and be able to show evidence of the successful completion of previous contracts equal in scope to this contract.
- C. The Municipality may require within three (3) working days of bid opening a statement of experience which includes:
 1. Bidder shall have a minimum of five (5) years' operating experience and have a reputation for quality of service and cooperation satisfactory to the Municipality.
 2. Evidence of licensing and certification by the appropriate governmental regulatory agencies.
 3. A list of former security contracts, the scope of those contracts and the value of those contracts.
 4. Appropriate references.
- D. Licenses
 1. Bidders shall have all licenses required to perform this type of work.