



## STATE OF ALASKA

Department of Natural Resources

### Informal Request For Proposal

IRFP 10 180000050 - 3

#### TITLE:

Eagle Rock Fish Wall Artwork

#### PURPOSE:

Amendment #2 - Extend the Deadline for Receipt of Proposals, no other changes to this IRFP.

Amendment #1 - See page 10 for questions/answers. There are no changes to the IRFP as a result of these questions/answers.

**Date of Issue: December 01, 2017**

**Deadline for Receipt of Proposals: December 08, 2017 14:00:00**

**Important Notice:** If you received this solicitation from the State of Alaska's "Vendor Self-Service" web site, you must register with the procurement officer to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

PROCUREMENT OFFICER: Jeffrey Stevenson  
TELEPHONE NUMBER: 907-269-0998  
EMAIL: jeffrey.stevenson@alaska.gov

BID RECEIVING LOCATION:  
Support Services ANC Admin  
Attn: Procurement  
550 West 7th Avenue  
Anchorage, AK 99501-3564

**PREFERENCES**

Does your business qualify for the Alaska bidder preference?

☐ Yes ☐ No

Does your business qualify for the Alaska veteran preference?

☐ Yes ☐ No

**PROPOSAL SCHEDULE**

Event Date	Event Description
12/08/17	Solicitation Closing Date/Time

**LINE ITEMS**

Line No.	Description	Quantity	Unit	Unit Cost
1	Proposal for creating mountable artwork			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
12/08/17	03/30/18			

**BILL TO:**

Parks Design & Construction Anchorage  
Attn: D&C  
550 West 7th Avenue Suite 1340  
Anchorage, AK 99501-3565

**SHIP TO:**

Parks Kenai/PWS  
Attn: Parks  
35850 Lou Morgan Road  
Sterling, AK 99672

**Extended Description:**

Proposal for creating mountable artwork

**EVALUATION CRITERIA**

*The following criteria will be used when determining the award of this solicitation*

Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)
1	Cost	60	
29	Appearance	20	
7	AK Offeror Pref	10	
5	Understanding	10	

**Terms and Conditions**

No.	Name	Section
006	Informal Request for Proposals	
007	Appendix B1	

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## **Informal Request for Proposals**

### **Response Submission Options**

Mail: Envelopes containing responses must be sealed, marked, and addressed as shown in the example below.

**NOTE**: If you are requesting information about a solicitation do not put the solicitation number and opening date on the envelope. Envelopes with solicitation numbers annotated on the outside will be considered a response and will not be opened until the scheduled date and time;

Department of Natural Resources  
Division of Support Services  
Attention: **Jeff Stevenson**  
Solicitation Number: **180000050**  
Project name: **Eagle Rock Fish Wall Artwork**  
**550 W. 7<sup>th</sup> Avenue, Suite 1230**  
**Anchorage, AK 99501**

Email: Responses may be emailed to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov) , but must be received in their entirety, no later than the date and time listed on this solicitation as the deadline for receipt of responses, and must contain the solicitation number in the subject line of the email. Emailed responses must be submitted as an attachment in PDF format. Please note that the maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the response exceeds this size, the response must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the respondent's responsibility to contact the issuing office at (907) 269-0998 to confirm that the response has been received. Failure to follow the above instructions may result in the response being found non-responsive and rejected. Late responses will be rejected.

**NOTE**: If required, a Response Guarantee (Certified or Cashier's Check) may not be submitted by email or fax.

Fax: Responses may be faxed to (907) 269-8909, but must be received in their entirety, no later than the date and time listed on this solicitation as the deadline for receipt of responses. It is the respondent's responsibility to contact the issuing office at (907) 269-0998 to confirm that the response has been received. Failure to follow the above instructions may result in the response being found non-responsive and rejected. Late responses will be rejected.

**NOTE**: If required, a Response Guarantee (Certified or Cashier's Check) may not be submitted by email or fax.

### **Contract Type**

This contract is a Firm Fixed Price contract.

### **Filing a Protest**

A respondent shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.

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### **Budget**

Responses priced at more than **\$20,000.00** will be considered non-responsive.

### **Contract Performance Location**

By signature on their response, the respondent certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. If the respondent cannot certify that all work will be performed in the United States, the respondent must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of responses. The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with this requirement or to obtain a waiver may cause the state to reject the response as non-responsive, or cancel the contract.

### **Minimum Prior Experience**

No specific minimums have been set for this solicitation.

### **Subcontractor(s)**

Subcontracts may be used to perform work under this contract. If a respondent intends to use subcontractors, the respondent must identify in the response the names of the subcontractors and the portions of the work the subcontractors will perform.

If a response with subcontractors is selected, the respondent must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A respondent's failure to provide this information, within the time set, may cause the state to consider their responsive non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

### **Joint Ventures**

Joint ventures will not be allowed.

### **Pre-Proposal Conference**

There will not be a pre-proposal conference.

### **Proposal Evaluation**

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate responses. The evaluation will be based solely on the evaluation factors set out in this solicitation.

After receipt of responses, if there is a need for any substantial clarification or material change in the solicitation, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended responses. Evaluations may be adjusted as a result of receiving new or amended responses.

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## **Federal Requirement**

The respondent must identify all known federal requirements that apply to the response, the evaluation, or the contract.

## **Alaska Offeror's Preference**

Alaska offerors will be provided a 10 percent overall evaluation point preference. Alaska bidder, as defined in AS 36.30.990(25), is eligible for this preference. Each Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

## **Disclosure of Proposal Contents**

All responses and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All response information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, responses will become public information.

Trade secrets and other proprietary data contained in responses may be held confidential if the respondent requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the respondent must be clearly identified and the response must include a brief statement that sets out the reasons for confidentiality.

## **Conflict of Interest**

An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

Each response shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g. currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The commissioner of the Department of Natural Resources reserves the right to consider a response non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the respondent. The commissioner's determination regarding any questions of conflict of interest shall be final.

## **Converting Costs to Points**

AS 36.30.250 & 2 AAC 12.260

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost response will receive the maximum number of points allocated to cost. The point allocations for cost on the other responses will be determined through the method set out below.

Formula Used to Convert Cost to Points:

$$([Price\ of\ Lowest\ Cost\ Proposal] \times [Maximum\ Points\ for\ Cost]) \div [Cost\ of\ EACH\ Higher\ Priced\ Proposal]$$

## **Contract Negotiation**

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the procurement officer may negotiate with the responder of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked responder fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the responder of the next highest-ranked proposal. If contract negotiations are

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commenced, they may be held at the Atwood Building, 550 W. 7<sup>th</sup> Avenue, Anchorage, Alaska.

If the contract negotiations take place in Anchorage, Alaska, the responder will be responsible for their travel and per diem expenses.

### **Contract Negotiation Failed**

If the selected respondent:

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the respondent and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the respondent initially selected and commence negotiations with the next highest ranked respondent.

### **Evaluation Criteria and Contractor Selection**

All responses will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out below.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the respondent.

A proposal shall be evaluated to determine whether the respondent responds to the provisions, including goals and financial incentives, established in the solicitation in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

Proposals will be evaluated against the following criteria:

The total number of points used to evaluate proposals is 100;

**- Appearance – 20 points:**

1. How well do the colors on the sample match up to the artwork provided?
2. To what degree has the offeror applied creativity to the color/finish?

**- Understanding – 10 points:**

1. How well does offeror understand the State's expectations?
  - a. How the Elements combine to make Parts that combine to make Sections
  - b. Egg translucency effect
2. How well does the offeror describe the process?
  - a. Creating each Element, Part, Section
  - b. How the Parts will be labeled to ensure proper assembly
3. Does the process appear to be logical and doable?

**- Alaska Offeror Preference – 10 points:**

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive the Alaska Offeror's Preference of 10 points.

**- Cost – 60 points:**

60 points will be awarded to the lowest cost offer, subsequent offer points will be calculated and awarded per the formula in the Converting Cost to Points section above. The cost amount used for evaluation may be affected by one or more of the preferences, as applicable, defined by Alaska

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Statute (AS) 36.30.

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## **APPENDIX B<sub>1</sub>** **INDEMNITY AND INSURANCE**

### **Article 1. Indemnification**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

### **Article 2. Insurance**

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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### **Definitions:**

Element: Consists of either a fish, a wave, an egg or the sun. Cut from quarter inch aluminum with no sharp points or edges.

Part A: Consists of five elements; two fish, and three waves, 50 inches wide when welded together. Fish must be swimming in the same direction as indicated by the art provided. Part must include wall mounting studs, length and pattern will be provided by the State.

Part B: Consists of six elements, two fish and four waves, 50 inches wide when welded together. Fish must be swimming in the same direction as indicated by the art provided. Part must include wall mounting studs, length and pattern will be provided by the State.

Part C: Consists of eighteen elements, three fish, four waves, and eleven eggs, 60 inches wide when welded together. Fish must be swimming in the same direction as indicated by the art provided. Part must include wall mounting studs, length and pattern will be provided by the State.

Section: Consists of one Part A, one Part B, and one Part C. When mounted to the Fish Wall each Part must integrate/overlap as to appear to be one continuous piece, 12.5 feet wide.

Outside Wall: Consists of four Sections and one additional Part C with one element, the sun, mounted between the first and second sections.

Inside Wall: Consists of four Sections.

### **Fish Design:**

- Three different fish patterns of the same color and finished on all sides.
- The fish could be powder coated with a specialty finish that could be a two- or three-coat process, or, brushed and coated so they won't tarnish.
- Fish pattern art will be provided to the awarded vendor.
- Total number of fish elements required is 59.

### **Wave Design:**

- Four different wave pattern/colors and finished on all sides.
- The waves could be powder coated with a specialty finish that could be a two- or three-coat process, or, brushed and coated so they won't tarnish.
- Wave pattern art will be provided to the awarded vendor.
- Total number of wave elements required is 92.

### **Egg Design:**

- The eggs could either be painted, printed, or powder coated to appear round and translucent.
- Total number of egg elements required is 99.

### **Sun:**

- The sun could be painted, printed, or powder coated on both sides and must include the design and colors per artwork.
- Total number of sun elements required is 1.

### **Mounting Rods:**

- The rods must be quarter inch solid aluminum, three inches long.
- Rod pattern will be provided with art to the awarded vendor.
- Total number of rods required is estimated to be 62 per section for a total of 558.



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#### **Approximate area calculations:**

- Fish: 1.5 feet high x 1.5 feet long per element (2.25 square feet per element).
- Waves: 0.5 feet high x 4 feet long per element (2 square feet per element).
- Eggs: 1 inch in diameter per element (0.00694 square feet per element).
- Mounting Rods: 3 inches long x ¼ inch round.
- Sun: 18 inches in diameter (2.25 square feet).

#### **Approximate weight calculations:**

- Fish: 5.625 pounds per fish x 59 fish = 331.875 pounds.
- Waves: 5.0 pounds per wave x 92 waves= 460 pounds.
- Eggs: .15625 pounds per egg x 99 eggs= 15.5 pounds.
- Sun: 5.625 pounds.
- Mounting rods: .015 pounds per rod x 558 rods = 8.37 pounds
- Total approximate weight of all elements, before assembly, is 821.37 pounds.

#### **Scope of Work:**

Provide a proposal outlining the process used to:

- create each Element,
- select the grade of aluminum,
- choose the coat or finish to be used,
- form each Part and weld wall mounting rods to the back of the Part per supplied patterns.

Proposal should include how the individual Parts will be labeled to ensure proper assembly/mounting, by Section, on the finished wall. A sample of quarter inch aluminum plate large enough to showcase each color, coat/finish used on each Element type, must be provided with your proposal. If proposing multiple options for type of coat/finish, a sample for each type must be submitted. The sample(s) submitted will not be returned. Regardless of the process used, the State would expect the artwork to be free from cracks, peeling, and fading for a minimum of ten years after mounting on the wall.

Proposal must include a description of how the artwork will be crated and shipped. The finished art must be received, ready to mount, no later than March 30, 2018.

The firm fixed price (Cost) must include all costs necessary to produce the finished artwork to include, but not limited to; parts, labor, chemicals, paint, supplies, shipping, handling and off-loading at shipping destination.

For the contract resulting from this solicitation the art can be provided by the State in either Illustrator or CAD format.

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**Amendment #1** – The following questions/answers do not require any changes to the IRFP.

Question 1:

It is my understanding that the mounting requirement is to provide you a pattern for field drilled holes to mate up with the art 3” studs, can this pattern be 18ga. steel with the required bolt pattern?

Answer 1:

The studs need to be as specified, quarter inch aluminum. The hole pattern will help the contractor install the artwork.

Question 2:

There is no requirement in this RFP to provide any kind of epoxy or glue for mounting?

Answer 2:

No requirement, however, a recommendation for the type of epoxy or glue to be used for your specific proposal will help solidify the end result of the product.

Question 3:

I’m a little concerned about using quarter inch aluminum studs depending on the mounting depth, what is the finished depth from face of concrete to back of art?

Answer 3:

The artwork will be installed flush against the concrete wall except where the artwork protrudes above the wall (no studs where artwork is above wall).

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