

#### STATE OF ALASKA

Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
49000 Army Guard Road, Suite B105B
P.O. Box 5800
Joint Base Elmendorf-Richardson, Alaska 99505

# **Request For Proposals**

IRFP 091-0479-14

Date of Issue: February 25, 2014 Proposal Due Date: March 18, 2014

# Title and Purpose of IRFP:

#### Renderings of the Adjutant Generals of the Alaska National Guard

This proposal is to generate framed renderings of the approximately 15 past and present Adjutant Generals (AG) for the State of Alaska, Department of Military and Veterans Affairs (DMVA), Facilities Management Division (FMD). These framed and matted renderings will hang in the main hallway of the Alaska National Guard Armory, Camp Denali, Joint Base Elmendorf-Richardson, Alaska.

# Offerors Are Not Required To Return This Form.

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

//signed original on file// Bobbi Brauneis Procurement Officer Department of Military and Veterans Affairs

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# SECTION ONE INTRODUCTION AND INSTRUCTIONS

# 1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit one signed original and three signed copies of their Technical Proposal, and one original and three samples as required by this IRFP, and one signed original Cost Proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
Attention: Bobbi Brauneis
Request for Proposal (IRFP) Number: 091-0479-14
Project name: Renderings of the Adjutant Generals of the Alaska National Guard
Proposals Due By: 2:00 p.m. on March 18, 2014
49000 Army Guard Road, Suite B105B
P.O. Box 5800
Joint Base Elmendorf-Richardson, Alaska 99505

If using U.S. mail, please use the following address:

Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
Attention: Bobbi Brauneis
Informal Request for Proposal (IRFP) Number: 091-0479-14
P.O. Box 5800
Joint Base Elmendorf-Richardson, Alaska 99505

If using a delivery service, please use the following address:

Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
Attention: Bobbi Brauneis
Informal Request for Proposal (IRFP) Number: 091-0479-14
49000 Army Guard Road, Suite B105B
Joint Base Elmendorf-Richardson, Alaska 99505

Proposals must be received no later than 2:00 p.m., Alaska Time on March 18, 2014. Faxed, oral or emailed proposals are not acceptable.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

PROCUREMENT OFFICER: Bobbi Brauneis – PHONE 907-428-7109 – EMAIL MVA.DASProcurement@alaska.gov

#### 1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, approximately *March 27*, *2014*, for approximately *248* calendar days until completion, approximately **December 1**, *2014*.

Unless otherwise provided in this IRFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

The approximate contract schedule is as follows:

- Issue IRFP February 25, 2014,
- Pre-Proposal Conference 10:00 a.m. on March 6, 2014,
- Deadline for Receipt of Proposals 2:00 p.m. on March 18, 2014,
- Proposal Evaluation Committee complete evaluation by March 19, 2014.
- State of Alaska issues Notice of Award of a Contract March 24, 2014,
- State of Alaska issues contract March 25, 2014,
- Contract start March 27, 2014,
- Contractor submits first draft renderings April 21, 2014.
- First draft renderings review by state April 21, 2014 to April 25, 2014.
- Draft renderings back to contractor for revision as required April 28, 2014 to May 2, 2014,
- Contractor submits finale renderings May 15, 2014.
- Contract end December 1, 2014.

# 1.03 Purpose of the IRFP

The Department of Military and Veterans Affairs (DMVA), Facilities Management Divison (FMD), is soliciting proposals from an artist to draw and frame approximately 15 past and present Adjutant Generals for the State of Alaska, Department of Military and Veterans Affairs (DMVA), Facilities Management Division (FMD) to display in Heritage Hall within the Alaska National Guard Armory.

# 1.04 Budget

Department of Military and Veterans Affairs (DMVA), Facilities Management Division (FMD), estimates a budget of between \$8,000.00 and \$15,000.00 for completion of this project. Proposals priced at more than \$15,000.00 will be considered non-responsive.

#### 1.05 Location of Work

The location the work is to be completed and managed is at the Alaska National Guard Armory, Joint Base Elmendorf-Richardson, Alaska.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for the required **NUMBER** of person(s) to make the required **NUMBER** of trip(s) to Joint Base Elmendorf-Richardson, Alaska. Joint Base Elmendorf-Richardson is located in the Municipality of Anchorage. Travel to other locations will not be required.

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

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

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 proposal as non-responsive, or cancel the contract.

Failure to comply with this requirement or to obtain a waiver may cause the state to reject the proposal as nonresponsive, or cancel the contract.

# 1.06 Human Trafficking

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: http://www.state.gov/g/tip/

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

# 1.07 Assistance to Offerors with a Disability

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

# 1.08 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the time set for opening.

#### 1.09 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the IRFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the IRFP. The procurement officer will make that decision.

Deadline for receipt of questions is 3:00 p.m., local Alaskan time, on March 11, 2014.

#### 1.10 Amendments

If an amendment is issued, it will be provided to all who were mailed or otherwise provided with a copy of the IRFP and to those who have registered with the procurement officer after receiving the IRFP from the State of Alaska Online Public Notice web site.

# 1.11 Alternate Proposals

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

# 1.12 Right of Rejection

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

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest. A proposal from a debarred or suspended offeror shall be rejected.

#### 1.13 State Not Responsible for Preparation Costs

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

### 1.14 Disclosure of Proposal Contents

All proposals 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 proposal 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, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror 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 offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

#### 1.15 Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror 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.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal 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 manager.

#### 1.16 Joint Ventures

Joint ventures will not be allowed.

#### 1.17 Offeror's Certification

By signature on the proposal, offerors certify that they comply with the following:

- (a) the laws of the State of Alaska:
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this IRFP;
- a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

#### 1.18 Conflict of Interest

Each proposal 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 Military and Veterans Affairs reserves the right to **consider a proposal 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 offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

# 1.19 Right to Inspect Place of Business

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

# 1.20 Solicitation Advertising

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

#### 1.21 News Releases

News releases related to this IRFP will not be made without prior approval of the project manager.

# 1.22 Assignment

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

#### 1.23 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

#### 1.24 Severability

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

#### 1.25 Anti-Terrorism Training

A contract under this solicitation may involve access to, or performance of work on, a federal military installation. In the interest of safety and security of the installation, the State of Alaska, Department of Military and Veterans Affairs, asks that contractors, subcontractors, and their employees complete Anti-Terrorism Level I training prior to beginning any work on a contract resulting from this solicitation. The online based training is free and can be accessed at <a href="https://atlevel1.dtic.mil/at">https://atlevel1.dtic.mil/at</a>. Failure of a contractor, subcontractor, or their employees to complete this training will not impact evaluation or award of a contract resulting from this solicitation.

# SECTION TWO STANDARD PROPOSAL INFORMATION

# 2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the IRFP. Proposals must remain open and valid for at least 90-days from the opening date.

# 2.02 Pre-proposal Conference

A **NON-MANDATORY** pre-proposal meeting has been scheduled for **10:00 a.m.** local Alaskan time on **March 6**, **2014** at the Alaska National Guard Armory, 49000 Army Guard Road, Suite B216, Camp Denali, Joint Base Elmendorf-Richardson, Alaska 99505.

The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the IRFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting. Contact DAS Procurement at 907-428-7109 or via EMail to <a href="mailto:MVA.DASProcurement@alaska.gov">MVA.DASProcurement@alaska.gov</a> for updated information on the conference.

Base security can be problematic so if you plan on attending in person, please let us know by 10:00 a.m. local time on **March 3**, 2014 so we can complete the necessary paperwork with the front gate or, attendees may attend via teleconference by scheduling with the Procurement Officer in advance.

NOTE: If vendors cannot attend this meeting, please forward your questions to the procurement officer so that they can be addressed at the pre-proposal meeting and responded to in any subsequent amendment. A call in

conference call number will be made available to those offerors who register with the DMVA Procurement Officer. Please request the conference call in number and pass code when you email us.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

#### 2.03 Site Inspection

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

### 2.04 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

# 2.05 Supplemental Terms and Conditions

Proposals must comply with Section 1.11 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this IRFP or that diminish the state's rights under any contract resulting from the IRFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the IRFP, the term or condition of the IRFP will prevail; and
- if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

#### 2.06 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

#### 2.07 Discussions with Offerors

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the IRFP and proposal. Discussions will be limited to specific sections of the IRFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions

from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

#### 2.08 Prior Experience

No specific minimums have been set for this IRFP.

### 2.09 Evaluation of Proposals

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

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

#### 2.10 Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

#### 2.11 F.O.B. Point

The F.O.B. point for all deliverables required under a contract resulting from this IRFP will be the State of Alaska, Department of Military and Veterans Affairs, Facilities Management Office, 60802 Colonel Wilfred Wood Drive, Joint Base Elmendorf-Richardson, Alaska. Price offered must include the delivery costs of required deliverables to this final destination.

# 2.12 Alaska Business License and Other Required Licenses

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

(a) copy of an Alaska business license;

- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

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

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

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

**NOTE:** A Certificate of Authority issued by the State of Alaska, Department of Commerce, Community and Economic Development, is not the same as an Alaska Business License, and **DOES NOT** meet the statutory requirements for an Alaska Business License as stated in this section. A company or business who submits a Certificate of Authority as proof of an Alaska Business License for this solicitation will be considered non-responsive and their proposal will be rejected.

# 2.13 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the IRFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Service's web site:

http://doa.alaska.gov/dgs/policy.html

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

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

# 2.14 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990[2], & 2 AAC 12.260

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who:

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

#### Alaska Bidder Preference Affidavit

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

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

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

# 2.15 5 Percent Alaska Veteran Preference AS 36.30.321(f)

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.990[2] as an Alaska bidder and is a:

- (a) sole proprietorship owned by an Alaska veteran;
- (b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

#### Alaska Veteran Preference Affidavit

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

### 2.16 Formula Used to Convert Cost 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 proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular IRFP. See section SEVEN to determine the value, or weight of cost for this IRFP.



Formula Used to Convert Cost to Points

# [STEP 1]

List all proposal prices, adjusted where appropriate by the application of all applicable preferences.

Offeror #1 -	Non-Alaskan Offeror	\$40,000
Offeror #2 -	Alaskan Offeror	\$42,750
Offeror #3 -	Alaskan Offeror	\$47,500

#### [STEP 2]

Convert cost to points using this formula.

```
[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] = POINTS

(Cost of Each Higher Priced Proposal)
```

The IRFP allotted 40% (40 points) of the total of 100 points for cost.

#### Offeror #1 receives 40 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 40 points.

#### Offeror #2 receives 37.4 points.

#### Offeror #3 receives 33.7 points.

\$40,000	X	40	=	1,600,000	÷	\$47,500	=	33.7	
Lowest		Max				Offeror #3		Points	
Cost		<b>Points</b>		Adjusted By					
					Th	e Application	Of		
						All Applicable	¥.		
						Preferences			

# 2.17 Alaska Offeror Preference AS 36.30.321 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990[2], are eligible for the preference. Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

# EXAMPLE

#### Alaska Offeror Preference

# [STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

#### Total number of points available - 100 Points

100 x 10% = 10

Total Points Alaskan Offerors Available Percentage Preference Under the Preference

#### [STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the IRFP. Their scores at this point are:

Offeror #1 - 89 points Offeror #2 - 80 points Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

Offeror #1 - 89 points Offeror #2 - 90 points Offeror #3 - 98 points

Offeror #3 is awarded the contract.

# 2.18 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the procurement officer may negotiate with the offeror 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 offeror 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 offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the B216 conference room on the 2<sup>nd</sup> floor of the Alaska National Guard Armory in Joint Base Elmendorf-Richardson, Alaska.

If the contract negotiations take place in Joint Base Elmendorf-Richardson, Alaska, the offeror will be responsible for their travel and per diem expenses.

# 2.19 Failure to Negotiate

If the selected offeror

- 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 offeror and the state, after a good faith effort, simply cannot come to terms,

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

# 2.20 Notice of Award (NOA) — Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Award of a Contract (NOA) and send copies to all offerors. The NOA will set out the names of all offerors and identify the proposal selected for award.

#### 2.21 Protest

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

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

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

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

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

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

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

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

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

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

# SECTION THREE STANDARD CONTRACT INFORMATION

# 3.01 Contract Type

This contract is a Firm Fixed Price contract.

# 3.02 Contract Approval

This IRFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Military and Veterans Affairs, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

#### 3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

# 3.04 Proposal as a Part of the Contract

Part or all of this IRFP, amendment(s) to the IRFP, and the successful proposal may be incorporated into the contract.

#### 3.05 Additional Terms and Conditions

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the IRFP and will not affect the proposal evaluations.

# 3.06 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B1 attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal.

# 3.07 Bid Bond - Performance Bond - Surety Deposit - DELETED --

# 3.08 Contract Funding

Payment for the contract is subject to funds already appropriated and identified.

# 3.09 Proposed Payment Procedures

The state will make a single payment when all of the deliverables are received and the contract is completed and approved by the project manager.

#### 3.10 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Military and Veterans Affairs or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

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

# 3.11 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project manager. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

#### 3.12 Contract Personnel

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

#### 3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

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

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

#### 3.14 Termination for Default

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached.

# 3.15 Liquidated Damages - DELETED --

#### 3.16 Contract Changes - Unanticipated Amendments

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

The contractor will not commence additional work until the project manager has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Military and Veterans Affairs or the Commissioner's designee.

#### 3.17 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

#### 3.18 Nondisclosure and Confidentiality

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

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

# SECTION FOUR BACKGROUND INFORMATION

# 4.01 Background Information

-- DELTED--

# SECTION FIVE SCOPE OF WORK

#### 5.01 Scope of Work

The goal of this project is to contract with an artist who will generate 15 original black and white renderings and 17 framed and matted copies of the black and white renderings of past and present Adjutant Generals (TAGs) for the Alaska National Guard to be hung in Heritage Hall, located within the Alaska National Guard Armory. Two of the Generals have served as the TAG twice and two framed and matted copies will be required.

The contracted artist will use available photographs within the DMVA to create the black and white, pencil or ink, renderings of uniform size, to be framed, matted and labeled. The contracted artist will provide one (1) original and one (1) or two (2) high-quality photocopies of each Adjutant General. Photocopies are to be framed and matted, while the originals will be stored according to the directions provided by the contracted artist. All original renderings and any photocopies will become the property of the DMVA.

Photographs will be made available to the contracted artist through the DMVA Public Affairs Office. These photographs may vary in size and color and may portray the Adjutant Generals at different angles. The contracted artist will be responsible for proposing a face-on profile, profile or partial profile rendering. The DMVA will select a portrait orientation.

The proposal needs to meet the following criteria and responsibilities:

- a. The contractor will identify an appropriate drawing, matting, and frame size suitable for mounting in a hallway that is located near the General's office, and has high foot traffic, including visiting dignitaries.
- b. The images will be of the TAG face, neck, and shoulders. The background will be white (blank).
- The frames may be of wood or metal. Anti-glare glass will be used in the frames.
- d. The frames and drawings will be designed in such a way as to allow for relatively easy removal and replacement of the drawings.
- e. The frames will be designed to facilitate sturdy mounting on the hallway wall. Mountings are to be flush on the wall.
- f. Two types/colors of matting will be used: 1) a muted blue will be used for TAGs that are associated with the Air Force; 2) a muted green will be used for TAGs associated with the Army.
- g. Uniform sized labels will be imbedded with the matting for each framed drawing. Information on the

labels will include: name, rank, branch of service, and the beginning and end years of service.

- h. Text in the labels will be in calligraphy.
- i. The artist may sign and date the original drawing in a discreet location and format.

#### 5.02 Project review thresholds.

The project will proceed with these thresholds:

- The contracted artist will meet with the review team at DMVA.
- Photographs of Adjutant Generals will be identified and supplied by the DMVA.
- Text for each drawing will be determined, and supplied to the contracted artist.
- The contracted artist will visit the armory hallway where the frames will be mounted.
- e. The framed rendering will be delivered to the DMVA. The DMVA will determine, in consultation with the contracted artist, whether to proceed with the remaining 14 renderings, or to revise specifications in size and materials prior to proceeding.
- Upon completion of this review process, the contracted artist will be notified to proceed and complete the remaining renderings and frames.

#### 5.03 Deliverables

The contracted artist will use the selected type of rendering, matting, and frame size suitable for mounting in a hallway that is located near the General's office, and has high foot traffic, including visiting dignitaries. These renderings will be of the Adjutant Generals faces, necks, and shoulders, with a white (blank) background.

The frames will be of the selected type (wood or metal) with anti-glare glass and designed in such a way as to allow for relatively easy removal and replacement of the renderings. These frames will be designed to facilitate sturdy mounting, flush on the hallway wall.

Two types/colors of matting will be used:

- 1. A muted blue will be used for Adjutant Generals that are associated with the Air Force;
- 2. A muted green will be used for Adjutant Generals associated with the Army.

Uniform sized labels will be imbedded within the matting for each framed rendering. Labels should be complimentary to the two matte colors. Information on the labels will include: name, rank, branch of service, and the beginning and end years of service using a Calligraphy font.

The artist may sign and date the original rendering in a discreet location and format.

The contractor will deliver:

- a. One original drawing, plus one or two copies of each TAG.
- A storage container and storage program (that provides guidance on how best to store and care for the originals and copies) suitable for long-term storage of the 15 original and copies of the drawings.
- One fully matted, labeled and framed photocopy of each TAG, suitable for mounting in the armory, with instructions on how best to mount the frames.

# SECTION SIX PROPOSAL FORMAT AND CONTENT

#### 6.01 Proposal Format and Content

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this IRFP and provide all information requested.

The following will be required in the proposal package:

- 1. An original signed technical proposal, and three signed copies of the technical proposal, outlining the requirements in paragraphs 6.02 through 6.06;
- 2. A cost proposal outlining the requirements in paragraph 6.08; and
- 3. Sample Products as outlined in paragraph 6.07

**DO NOT** include any cost information in the Technical proposal. Cost information should only be included in the Cost Proposal.

#### 6.02 Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this IRFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

# 6.03 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule. Narrative will include information on the contractor's ability to perform the project and should include photocopies of previous work. Photocopies should be of a quality that will allow evaluators to clearly review the work.

# 6.04 Methodology Used for the Project

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

# 6.05 Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule. The plan should outline who the primary contact person will be and when and where the offeror may have contact with DMVA staff.

#### 6.06 Experience and Qualifications

Offeror must provide information of their ability to perform projects similar to the one being solicited. Photocopies of previous work, a discussion of the offeror's work history, and reference to a relevant website, among other things, may be included in the proposal. If photocopies of previous work are provided they must be of a quality that would allow evaluators to clearly review the work.

Offerors must provide a minimum of two work references, to include names and current phone number, from previous clients, and demonstrate ability to complete similar tasks. Letters of recommendations are not required, but may be included.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- a. title.
- b. resume.
- c. location(s) where work will be performed,
- d. itemize the number of estimated hours for each individual named above.

#### 6.07 Sample Products

The offeror must provide with their Technical Proposal an original and three copies of:

- 1. a drawing of the photograph.
- an example of calligraphy wording "Major General Thomas H. Katkus, Army. 2009-2014".
- 3. a muted blue and green matting, and
- primary and secondary frame types they would recommend if awarded a contract resulting from this IRFP.

Sample drawing is to be no less than 5 inches by 8 inches and no more than 8 inches by 11 inches in size. Matting and frame samples may be square or corner piece, no smaller than 2 inches long. All sample products provided must meet the requirement outlined in Section Four of this IRFP. Sample products will be evaluated using the criteria shown in Section Seven of the IRFP.

# 6.08 Cost Proposal

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, supplies, percentage of each person's time devoted to the project, travel, material and other costs and fees associated with performance of the contract. Travel costs should include all cost associated with travel to include but not limited to tickets, lodging, fuel/rental vehicle, per diem, etc.

The offeror's Cost Proposal must specify the unit cost, quantity, extended cost and delivery/shipping cost for each piece of artwork to be provided if awarded a contract resulting from this RFP.

The State has no set format for the cost proposal that is to be provided by the offeror, however, the format should be easy-to-read and understand by the Procurement Officer.

Submit only one signed cost proposal AND the completed DMVA Total Contract Cost form attached to this IRFP in a separately sealed envelope with your offer.

#### 6.09 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section SEVEN.

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 offeror.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals 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.

# SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

#### THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

# 7.01 Understanding of the Project (7 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [c] How well has the offeror demonstrated an understanding of the state's time schedule and does it appear that can they meet it?
- [d] Did the offeror include photocopies of previous work? If so, does the work appear to be of a quality that would be desirable to the State?

# 7.02 Methodology Used for the Project (6 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the IRFP?
- [b] How well does the methodology match and achieve the objectives set out in the IRFP?
- [c] How well has the offeror identified pertinent issues and potential problems related to the project and possible or recommended solutions to overcome or mitigate these issues or problems?
- [d] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the IRFP?

- [e] To what degree is the proposal practical and feasible?
- [f] Does the methodology interface with the time schedule in the IRFP?

#### 7.03 Management Plan for the Project (7 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the IRFP?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] Does the management plan outline who the primary contact person will be and when and where the offeror may have contact with DMVA staff? If so, does this information appear to be reasonable and adequate?

# 7.04 Experience and Qualifications (10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- [c] How extensive is the applicable experience of the personnel designated to work on the project?
- [d] How well has the offeror demonstrated experience in completing similar projects on time and within budget?
- [e] How successful is the general history of the firm regarding timely and successful completion of projects?
- [f] Has the firm provided a list of reference or letters from previous clients? Do they demonstrate the offerors ability to complete similar tasks?
- [g] Did the offeror include photocopies of previous work? If so, does the work appear to be of a quality that would be desirable to the State?
- [h] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

# 7.05 Sample Products (10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] Is the sample drawing provided by the offeror a good representation of Major General Katkus?
- [b] Is the sample drawing provided by the offeror of a quality that would be desirable to the State?
- [c] Is the calligraphy sample provided by the offeror legible and of a quality that would be desirable to the State?
- [d] Are the matting samples provided by the offeror of a color and quality that would be desirable to the State?
- [e] Are the primary and secondary frame samples provided by the offeror appear to compliment the matting and drawing samples also provided by the offeror?
- [f] Are the primary and secondary frame samples of a color and quality that would be desirable to the State?

# 7.06 Contract Cost (60 Percent)

To avoid the possibility of cost influencing scoring, Sections 7.05 and 7.06 will be evaluated by the Procurement Officer.

Overall, a minimum of 60% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

#### Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

# 7.07 Alaska Offeror Preference (10 Percent)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

# SECTION EIGHT ATTACHMENTS

#### 8.01 Attachments

#### Attachments

- Proposal Evaluation Form
- 2. Sample Standard Agreement Form, Appendix A
- 3. Appendix B1, Indemnification and Insurance
- 4. Sample of Notice of Award Form
- 5. Offeror's Checklist
- 6. Cost Estimate Worksheet (1 page; also submitted as a separate MS Excel file)
- Total Contract Cost Form (1 page)

- 8. Proposal Responsiveness Checklist (1 page)
- 9. Photocopy of Major General Katkus

# PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.								
Person or Firm Name								
Name of Proposal Evaluation (PEC) Member								
								IRFP Number
EVALUATION CRITERIA AND SCORING								
THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100								
7.01 Understanding of the Project—7 Percent								
Maximum Point Value for this Section - 7 Points 100 Points x 7 Percent = 7 Points								
Proposals will be evaluated against the questions set out below.								
[a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the p	project?							
EVALUATOR'S NOTES								
[b] To what degree has the offeror demonstrated an understanding of the deliverables the State expect provide?								
EVALUATOR'S NOTES	- 72 - 1, 25							
[c] How well has the offeror demonstrated an understanding of the State's time schedule and does it ap they can meet it?								
EVALUATOR'S NOTES								
[d] Did the offeror include photocopies of previous work? If so, does the work appear to be of a quality to be desirable to the State?								
EVALUATOR'S NOTES								
EVALUATOR'S NOTES  [c] How well has the offeror demonstrated an understanding of the State's time schedule and does it ap they can meet it?  EVALUATOR'S NOTES  [d] Did the offeror include photocopies of previous work? If so, does the work appear to be of a quality in the state of the state's time schedule and does it appears to be of a quality in the state of the state's time schedule and does it appears to be of a quality in the state of the state's time schedule and does it appears to be of a quality in the state of the state's time schedule and does it appears to be of a quality in the state of the state's time schedule and does it appears to be of a quality in the state of the stat	ppear tha							

# 7.02 Methodology Used for the Project—6 Percent

Maximum Point Value for this Section - 6 Points 100 Points x 6 Percent = 6 Points								
Proposals will be evaluated against the questions set out below.								
[a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirement the IRFP?								
EVALUATOR'S NOTES								
[b] How well does the methodology match and achieve the objectives set out in the IRFP?								
EVALUATOR'S NOTES								
[c] How well has the offeror identified pertinent issues and potential problems related to the project and possible or recommended solutions to overcome or mitigate these issues or problems?								
[d] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the IRFP?								
[e] To what degree is the proposal practical and feasible?								
[f] Does the methodology interface with the time schedule in the proposal?								
EVALUATOR'S NOTES								
EVALUATOR'S POINT TOTAL FOR 7.02								
7.03 Management Plan for the Project—7 Percent								
Maximum Point Value for this Section - 7 Points 100 Points x 7 Percent = 7 Points								
Proposals will be evaluated against the questions set out below.								
[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the IRFP?								
EVALUATOR'S NOTES								
[b] How well is accountability completely and clearly defined?								
EVALUATOR'S NOTES								

[c] Is the organization of the project team clear?
EVALUATOR'S NOTES
[d] How well does the management plan illustrate the lines of authority and communication?
EVALUATOR'S NOTES
[e] Does the management plan outline who the primary contact person will be and when and where the offeror may have contact with DMVA staff? If so, does this information appear to be reasonable and adequate?
EVALUATOR'S NOTES
EVALUATOR'S POINT TOTAL FOR 7.03
7.04 Experience and Qualifications—10 Percent
Maximum Point Value for this Section - 10 Points 100 Points x 10 Percent = 10 Points
Proposals will be evaluated against the questions set out below.
[a] Do the individuals assigned to the project have experience on similar projects?
EVALUATOR'S NOTES
[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engage in the work the IRFP requires?
EVALUATOR'S NOTES
[c] How extensive is the applicable education and experience of the personnel designated to work on the project?
EVALUATOR'S NOTES
[d] How well has the offeror demonstrated experience in completing similar projects on time and within budget?
EVALUATOR'S NOTES

[e] How successful is the general history of the offeror regarding timely and successful completion of projects?
EVALUATOR'S NOTES
[f] Has the offeror provided list of references from previous clients? Do they demonstrate the offerors ability to complete similar tasks?
EVALUATOR'S NOTES
[g] Did the offeror include photocopies of previous work? Is so, does the work appear to be of a quality that wo be desirable to the State?
EVALUATOR'S NOTES
[h] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for offeror?
EVALUATOR'S NOTES
EVALUATOR'S POINT TOTAL FOR 7.04
7.05 Sample Products —10 Percent
Maximum Point Value for this Section - 10 Points 100 Points x 10 Percent = 10 Points
[a] Is the sample drawing provided by the offeror a good representation of Major General Katkus?
EVALUATOR'S NOTES
[b] Is the sample drawing provided by the offeror of a quality that would be desirable to the State?
EVALUATOR'S NOTES
[c] Is the calligraphy sample provided by the offeror legible and of a quality that would be desirable to the State?
EVALUATOR'S NOTES

[d] Are the matting samples provided by the offeror of a color and quality that would be desirable to the State?
EVALUATOR'S NOTES
[e] Are the primary and secondary frame samples provided by the offeror appear to compliment the matting and drawing samples also provided by the offeror?
EVALUATOR'S NOTES
[f] Are the primary and secondary frame samples of a color and quality that would be desirable to the State?
EVALUATOR'S NOTES
EVALUATOR'S POINT TOTAL FOR 7.05
EVALUATOR'S SUBTOTAL, 7.01 THROUGH 7.05
7.06 Contract Cost —60 Percent
To avoid the possibility of cost influencing scoring, Sections 7.05 and 7.06 will be evaluated the Procurement Officer.
Maximum Point Value for this Section - 60 Points 100 Points x 60 Percent = 60 Points
Overall, a minimum of 60 percent of the total evaluation points will be assigned to cost. The cost amount used evaluation may be affected by one or more of the preferences referenced under Section 2.13.
Converting Cost to Points
The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations fo cost on the other proposals will be determined through the method set out in Section 2.16.
EVALUATOR'S POINT TOTAL FOR 7.06

### 7.07 Alaska Offeror Preference — 10 Percent

Alaska bidders receive a 10 percent overall evaluation point preference. Point value for Alaska bidders in this section -- 10 Points

IRFP No. 091-0479-14

100 Points x 10 Percent = 10 Points

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

EVALUATOR'S POINT TOTAL FOR 7.07 (either 0 or 10)

**EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS** 

### STANDARD CONTRACT FORM

Goods and Non-Professional Services

1. Agency Cont	ract Number	2. Contract Title		3. Financia	al Coding	4. Agency Assigned Encumbrance Number
5. Vendor Numi	per	6. Project/Case Number			7. Alaska Busine	ess License Number
This contract is	s between the	State of Alaska,				
8. Department of	MANAGEMENT OF STREET		Division			72
	Veterans Affa	airs				hereafter the State, and
9. Contractor						en not heresfier the
Mailing Address	88	Street or P.O.	Вох	City	ot de	ase Statelly HT ZIRL4
10.				6	e constanted in	State State True 218-4
ARTICLE		es: Appendices referred to and amer proposal to RFP/IRFP	in this contract and and and ment(s) to to	by the lice (	attacement).	
ARTICLE	2.1 Appendix	A' (General Conditions), I B sets forth the liability ar C sets forth the scope of	nd insu alvoe provision work/services to be p	wern couract ns of this cont enormed by	ne® manual e contentor.	State ZIR-4
ARTICLE	3. Period of I	Performance: The period	Asertermance ford	s convertibles	ine O	_ and ends
ARTICLE	4.1 In full con \$	tions: isideration of the contracto in arbuidance of ing the State We contracto	ors performance under Ath the Dovisions of or shall vefer to the A	er this an tract App tadix D. gen a Contrac	O-	pay the contractor a sum not to exceed and the billing to:
11. Department of Military and	of I Veterans Aft	of aradiatus	Till Ton	tention Pivis	sion of	
Mailing Address	ONI	21 Pad 130	Joen Co	ttention:		
(hi	Suired	cerformance: The period tions: sideration of the contracto in appendiance of the contract of t	the offe			
12.	en 76	ONTRACTOR	1	3.	CONT	RACTING AGENCY
Name of Firm	~0), "	er :10, 11,	D	epartment/Divi	sion	
	0 19	115 00	D	MVA/DAS		
Signature of Auth	orized Represe	rong get	s	ignature of Pro	curement Office	
Typed or Printed	Name of Author	iz 6) Representative	T	yped or Printed	I Name of Procu	rement Officer
Date			D	ate		

# APPENDIX A<sup>1</sup> GENERAL CONDITIONS

#### 1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

#### 2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

#### 3. Disputes:

Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.

#### Default

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

#### 5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

#### 6. No Additional Work or Material:

No claim for additional supplies or 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 Procurement Officer.

#### 7. Independent Contractor:

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

#### 8. Payment of Taxes:

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

#### 9 Compliance

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, license, permits and bonds,

#### 10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law the General Conditions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

#### 11. Officials Not to Benefit:

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

#### 12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

#### 13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

#### 14. Force Majeure:

(Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

#### 15. Contract Extension:

Unless otherwise provided, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

#### 16. Severability:

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

#### 17. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

# APPENDIX B<sup>1</sup> 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, nonrenewal, 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 occurrence.
- 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 occurrence.

Offeror's Signature	
Printed Name	
Date	

# NOTICE OF AWARD OF A CONTRACT



Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
49000 Army Guard Road, Suite B105B
P.O. Box 5800
Joint Base Elmendorf-Richardson, Alaska 99505

THIS IS N	NA TON	ORDER	DATE IS	SSUED:	
IRFP NO.: 091-0138-14			IRFP O	PENING DATE: Sept	ember 20, 2013
IRFP SUI	BJECT:	Inventory and	d Evaluation at th	ne Kenai Armory	
PROCUR	EMENT	TOFFICER: Ji	m Sonnier	The sale	
SIGNATU	JRE: _			<u> </u>	
	HA-0-10240-0	ACCRISTON ASSESSMENT OF MARKET		s being provided in accord	
calendar da last day of t shall contain is instructed notice is giv Purchase O	the protes in the info d not to prote order, Del	ring the date this not period is the first period is the first permation required be roceed until a Purce contracting office livery Order, Contracting own risk. AS 36.3	otice is issued. If the to working day following by AS 36.30.560. Bidde chase Order, Delivery er. A company or perso act Award, or other for	Award must file the protest enth day falls on a weeker of the tenth day. To be accurately identified here as the Order, Contract Award, or on who proceeds prior to rom of notice of award does Points	nd or holiday, the epted, a protest e apparent awardee r other form of eceiving a
		4 79		0.2.000	
67		- 10 A			
10	(beretil)	997			
LEGEND:	YES YES No	RESPONSIVE (	OFFER		
			SUMMARY		
IRFP	pro	ovided the best	value offer by the	Evaluation of the Ke Proposal Evaluation (	

MVA.DASProcurement@alaska.gov if you have any questions or concerns. Thank you

for your participation in this procurement process.

# IRFP 091-0479-14, Renderings of the Adjutant Generals of the Alaska National Guard

# **ATTACHMENT 5**

# **CHECKLIST**

date a		ving must be included in the proposal package and received prior to the proposal due time:
	1.	One original and three copies of the technical proposal, in a sealed envelope addressed as indicated in paragraph 1.01, submitted by the proposal due date and time.
	2.	Three examples of sample rendering, matting, preferred and secondary frames and Calligraphy submitted by the proposal due date and time.
	3.	Cost Proposal (submitted in a separate sealed envelope in the proposal package by the proposal due date and time):
		One signed Total Contract Cost form AND
		One original cost estimate worksheet
	4.	One signed copy of Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, in the proposal package submitted by the proposal due date and time.
	5.	One signed copy of the DMVA FMO Federally Funded Contracts Supplemental Requirements (page 7 only) submitted by the proposal due date and time.
	6.	One signed copy of any or all Mandatory Return Amendment(s) in the proposal package submitted by the proposal due date and time.

Company Name:	COST ESTIMATE WORKSHEET	
Address:	IRFP 092-0479-14	
Printed Name of Authorizing Agent:		
Signature of Authorizing Agent:		
	CONTRACTOR'S ESTIMATED COSTS	
1. Original Portraits: \$	Unit Price x 15 Portraits = \$	Extended Cost
2 Conjugate of Portraite: 5	Hait Brica v 17 Boxtspits - 6	
	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Extended cost
3. Matting of Copies of Portraits: \$	Unit Price x 17 Portraits = \$	Extended Cost
percentage case only the sage on the		
4. Framing (to include hangers and anti glare glass) of Copies of Portraits: \$	re glass) of Copies of Portraits: \$Unit Price x 17 Portraits = \$	Extended Cost
5. Labels for Framed Portraits: \$	Unit Price X 17 Portraits = \$	Extended Cost
6. Calligraphy for Labels: \$	Unit Cost per Letter/Number or Word (Circle one)	
7. Storage Container and Storage Guideline for Originals: \$	for Originals: \$Unit Price x 15 Portraits \$	Extended Cost
8. Shipping/Handling (if applicable): \$		
8. Total Contract Cost: \$		

### TOTAL CONTRACT COST

The cost shown on this worksheet is the cost that will be evaluated by the Procurement Officer to determine points awarded for cost in response to the subject RFP. Offeror must include this form with their original cost proposal. Original cost proposal must include a breakdown of costs as specified in the subject RFP and as shown in the Cost Estimate attached to the subject RFP. The total cost listed on this form must match the Total Cost/Price shown on the Offeror's Cost Estimate submitted with their proposal.

Total Cost to perform all services and provide	e all deliverables under a contract resulting
from this RFP will be: \$	
Signature of Company Representative	
Printed Name of Company Representative	
Date Signed	

Proposal Responsiveness Checklist	
RFP#	
Evaluator:	Date:
Offeror:	_
1. Was the proposal received within the designated	timeframe? N/A Yes No
2. Did offeror submit the required number of copies	of the technical proposal and any required
reports as specified in the RFP? N/A Yes	No
3. Was the original copy of the proposal signed by a	an authorized representative? N/A Yes No
4. Did the offeror provide a signed copy of or otherw	vise acknowledge receipt of Mandatory Return
amendments? N/A Yes No	
5. Cost Proposal.	
a. Did the offeror provide a completed Total Con	tract Cost form with their proposal?
N/A Yes No	
b. Did the offeror provide a Cost Proposal with the	neir proposal? N/A Yes No
c. Was the cost offered within the available budg	et as specified in the RFP? N/A Yes No
6. Was there a page limit? If so, was the page limit e	exceeded? N/A Yes No
7. FEDERAL FUNDS:	
<ul> <li>Did the offeror complete the Certification Reg Voluntary Exclusion Lower Tier Covered Trans</li> </ul>	garding Debarment, Suspension, Ineligibility and nsactions form? N/A Yes No
b. Is the offeror on the Federally Debarred/Susp	pended Vendors List? N/A Yes No
8. Did the offeror provide (3) copies of each example	of:
a. Drawing based on the supplied photograph	h? N/A Yes No
b. The calligraphy for the label (Major Genera	al Thomas H. Katkus, Army. 2009-2014"?
	N/A Yes No
c. Preferred muted blue and muted green ma	atting? N/A Yes No
d. Preferred frame type? N/A Yes I	No
c. Secondary frame type? N/A Yes I	No
Evaluator's Determination: RESPONSIVE N	NON-RESPONSIVE Initials:



