



STATE OF ALASKA  
DEPARTMENT OF EDUCATION & EARLY DEVELOPMENT  
DIVISION OF EDUCATION SUPPORT SERVICES  
801 W. 10TH ST. STE 200  
PO BOX 110500  
JUNEAU, AK 99811-0500

**Request For Proposals**  
RFP Number 2017-0500-3625  
Date of Issue: January 19, 2017

Alaska State Libraries, Archives & Museums Gift & Book Store Operator:

The Division of Administrative Services of the Department of Education and Early Development on the behalf of the Alaska State Libraries, Archives & Museums (LAM) is seeking the best vendor to operate the gift and book store at the Fr. Andrew P. Kashevaroff Building (APK), located at 395 Whittier Street in Juneau, Alaska. APK is the site of the Alaska State Museum galleries, the Alaska State Library reading room, and the research center for access to the Alaska State Library historical collections and the Alaska State Archives. The building also features a 24 seat classroom, 120-seat lecture hall, café, and a grand atrium. There are approximately 30 visitor parking places under the facility and spaces for up to 3 full-sized motor coaches (holding up to 40 passengers each) in front of the building.

**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.

[Rob Roys](#)

Procurement Officer

Department of Education and Early Development

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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 may submit proposals in one of two ways, by delivery of hard copies or an electronic copy by email.

#### Hard Copy:

Offerors must submit an original and (two) copies of their proposal, in writing, to the procurement officer in a sealed package. **Submit only one Cost Proposal in a separate, sealed envelope. No portion of the cost proposal shall be included within the body of the proposal.** Proposal package must include one CD with electronic copies of the proposal and cost proposal.

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

DEPARTMENT OF EDUCATION AND EARLY DEVELOPMENT  
DIVISION OF ADMINISTRATIVE SERVICES  
ATTENTION ROB ROYS  
RFP 2017-0500-3625  
PO BOX 110500  
JUNEAU AK 99811-0500

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

DEPARTMENT OF EDUCATION AND EARLY DEVELOPMENT  
DIVISION OF ADMINISTRATIVE SERVICES  
ATTENTION ROB ROYS  
RFP 2017-0500-3625  
801 WEST 10TH ST STE 200  
JUNEAU AK 99801

Proposals must be received no later than **4:00 PM on Friday, February 17, 2017**. Fax proposals are **not** acceptable. Oral proposals are **not** acceptable.

Important Note: There is no overnight express mail delivery to Juneau, Alaska. Expedited mail service takes at least two nights.

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

#### E-Mail:

Emailed proposals are acceptable but not encouraged. If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to [EED.Procurement@alaska.gov](mailto:EED.Procurement@alaska.gov) as separate, clearly labeled attachments, such as "Vendor A - Technical

Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

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 proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. It is the offeror's responsibility to contact the issuing agency at **(907) 465-8654** to confirm that the proposal has been received. Only receipt of an email may be confirmed: the email will not be opened until the deadline for receipt of proposals. The state is not responsible for unreadable, corrupt, or missing attachments. An emailed received after the deadline shall be treated as if the offeror's failed to submit a proposal prior to the deadline and will cause the proposal to be disqualified. Late emailed proposals or amendments will not be opened or accepted for evaluation.

PROCUREMENT OFFICER: **Rob Roys**– PHONE **907-465-8654**– FAX **907-465-3452** – TDD **907-465-2815**

## **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 **Tuesday, March 28, 2017**, for approximately **947** calendar days until completion, approximately **October 31, 2019**. The contract may be renewed for an additional 2-year term, contingent on mutual agreement.

Unless otherwise provided in this RFP, 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 RFP **Thursday, January 19, 2017**;
- Pre-Proposal Site Visit (see §2.02) at **10:00 AM on Friday, January 27, 2017**;
- Pre-proposal Teleconference (see §2.03) at **1:30 PM on Wednesday, February 1, 2017**;
- Deadline for Questions **5:00 PM on Monday, February 6, 2017**;
- Deadline for Receipt of Proposals **4:00 PM on Friday, February 17, 2017**;
- Proposal Evaluation Committee completes evaluation by **Friday, February 24, 2017**;
- State of Alaska issues Notice of Intent to Award a Contract **Friday, March 3, 2017**;
- State of Alaska issues contract **Tuesday, March 14, 2017**;
- Contract start **Tuesday, March 28, 2017**;
- First contractor work period **Monday, May 1, 2017 to October 31, 2019**;
- If exercised: renewal option work period **November 1, 2019 to October 31, 2021**.

### **1.03 PURPOSE OF THE RFP**

The Division of Administrative Services of the Department of Education and Early Development on the behalf of the Alaska State Libraries, Archives & Museums (LAM) is seeking a qualified vendor to operate the gift and book store located in the AP Kashevaroff Building in Juneau, Alaska. The store is conceived as a place to strengthen the visitors' understanding of Alaska; thus the store is to be stocked with items and books that reflect or augment the subject matter of the current temporary and permanent exhibits and treat Alaska subjects in general, relate to the features of the building; and further the combined academic, educational and cultural missions of the Division of Libraries, Archives & Museums.

The RFP contains numerous contract stipulations that should be read and understood before a proposal is offered. It is up to the prospective operator to decide how the facility will be managed, and if the prospective contractor has the necessary skills and time available to successfully manage the required duties. If the contractor fails to provide satisfactory service, the contract may be terminated without refund. The State does not guarantee that the contractor will make sufficient income or profit to sustain proposals or operations authorized with this contract, and the State does not assume any risk of loss. The Contract only authorizes the operator to use the designated area to conduct a legal commercial enterprise.

### **1.04 BUDGET**

The State requires a monthly rental fee of \$500.00 in addition to a minimum of 5% of gross sales per month for the use of the space. Gross sales do not include sale tax collected or returned merchandise.

### **1.05 LOCATION OF WORK**

APK is the site of the Alaska State Museum galleries, the Alaska State Library reading room, and the research center for access to the Alaska State Library Historical Collections and the Alaska State Archives. The building also features a 24 seat classroom, 120-seat lecture hall, café, and a grand atrium. There are approximately 30 visitor parking places under the facility and spaces for up to 3 full-sized motor coaches (holding up to 40 passengers each) in front of the building.

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.

### **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 RFP 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. No further questions will be allowed after 5:00 PM, on Monday, February 6, 2017.

Send questions to: [robert.roys@alaska.gov](mailto:robert.roys@alaska.gov)

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

### **1.10 AMENDMENTS**

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer as having downloaded the RFP 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 RFP, 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 RFP.

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 RFP;
- 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 will not be allowed.

### **1.16 JOINT VENTURES**

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

### **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 there under by the federal government;
- [d] the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
- [e] all terms and conditions set out in this RFP;
- [f] 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 there under 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, Department of Education and Early Development, 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 RFP will not be made without prior approval of the project director.

### 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

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

### 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 FEDERAL REQUIREMENTS

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

## 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 RFP. Proposals must remain open and valid for at least 90-days from the opening date.

### 2.02 PRE-PROPOSAL SITE VISIT AND TELECONFERENCE

There will be a pre-proposal site visit held at **10:00 AM, on Friday, January 27, 2017**. **No questions will be answered during the site visit.** To attend the site visit, meet in front of the gift and book store entry in the atrium of the APK Building at 395 Whittier Street **no later** than **10:00 AM on Friday, January 27, 2017**. There will be a safety presentation and state staff will then take the group through the gift and book store space.

### 2.03 PRE-PROPOSAL SITE TELECONFERENCE

There will be a teleconference held via WebEx on **Wednesday, February 1, 2017 starting at 1:30 PM**.

To join on-line, use this

link: <https://stateofalaska.webex.com/stateofalaska/j.php?MTID=m98967632dcdf33ed9ea96bcae509800f>

.

To join by phone call 1-907-269-3000 or 1-907-269-7570. Follow the instructions that you hear on the phone. The Cisco Unified MeetingPlace meeting ID is 809 464 609.

Participants should read the RFP and attend the meeting prepared to discuss any concerns. Questions submitted in writing to [robert.roys@alaska.gov](mailto:robert.roys@alaska.gov) more than 24 hours in advance of the WebEx will be answered in this conference. Questions that arise during the conference may or may not be answered during the conference. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for either the site visit or teleconference so that reasonable accommodation can be made.

### 2.04 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.

### 2.05 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.

## 2.06 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 RFP or that diminish the state's rights under any contract resulting from the RFP, 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 RFP, the term or condition of the RFP will prevail; and
- b) 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.

## 2.07 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 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 proposal evaluation committee may be adjusted as a result of a clarification under this section.

## 2.08 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 RFP and proposal. Discussions will be limited to specific sections of the RFP 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 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.

## 2.09 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements.

- Experience operating a gift shop, gallery, or a similar business in Alaska.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

## **2.10 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 SIX of this RFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, 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.

## **2.11 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.

## **2.12 F.O.B. POINT**

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

## **2.13 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.

## **2.14 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 RFP 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 list 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.

## **2.15 5 PERCENT ALASKA BIDDER PREFERENCE AS 36.30.170 & 2 AAC 12.260**

An Alaska Bidder Preference of five percent will be applied to the price in the proposal. The preference will be given to an offeror who:

- (1) 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.

### **2.16 5 PERCENT ALASKA VETERAN PREFERENCE AS 36.30.175**

An Alaska Veteran Preference of five percent, not to exceed \$5,000, will be applied to the price in the proposal. 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.

### **2.17 FORMULA USED TO CONVERT COST TO POINTS AS 36.30.250 & 2 AAC 12.260**

Due to the fact that this RFP will result in a concession contract with potential revenue returned to the State, the distribution of points based on cost will be determined as set out in 2 AAC 12.260 (d), except in reverse. The highest compensation proposal will receive the maximum number of points allocated to this criteria. 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 20% of the overall total score. The weighting of cost may be different in your particular RFP. See section SIX to determine the value, or weight of cost for this RFP.

**EXAMPLE**

**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	\$42,500
Offeror #3	-Alaskan Offeror	\$47,500

**[STEP 2]**

Convert cost to points using this formula.

$$\frac{[(\text{Compensation in Proposal}) \times (\text{Maximum Points for Cost})]}{(\text{Highest Compensation})} = \text{POINTS}$$

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

**Offeror #3 receives 40 points.**

The reason they receive that amount is because the highest compensation, in this case \$49,875 (after preferences), receives the maximum number of points allocated to cost, 40 points.

**Offeror #2 receives 35.8 points.**

$$\begin{array}{ccccccc} \$44,625 & \times & 40 & = & 1,785,000 & \div & \$49,875 & = & 35.8 \\ \text{Proposal} & & \text{Max} & & & & \text{Highest} & & \text{Points} \\ \text{Comp.} & & \text{Points} & & & & \text{Comp.} & & \end{array}$$

**Offeror #3 receives 32.1 points.**

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$49,875 & = & 32.1 \\ \text{Proposal} & & \text{Max} & & & & \text{Highest} & & \text{Points} \\ \text{Comp.} & & \text{Points} & & & & \text{Comp.} & & \end{array}$$

**2.18 ALASKA OFFEROR PREFERENCE AS 36.30.250 & 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 36.30.170(b), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their 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

$$\begin{array}{rcccl} 100 & \times & 10\% & = & 10 \\ \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\ \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\ & & & & \text{Under the Preference} \end{array}$$

### [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 RFP. 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.

## 2.19 CONTRACT NEGOTIATIONS

**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 School Finance conference room on the 2nd floor of the Goldbelt Building at 801 W 10th Street in Juneau, Alaska.

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

## 2.20 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.

## 2.21 NOTICE OF INTENT TO AWARD (NIA): OFFEROR NOTIFICATION OF SELECTION

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

## 2.22 PROTEST

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

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 Intent to Award 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;
- (b) the signature of the protester or the protester's representative;
- (c) identification of the contracting agency and the solicitation or contract at issue;
- (d) 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 concession contract under which a monthly rental fee of \$500.00 in addition to a minimum of 5% of gross sales receipts per month for the use of the space must be paid to the State. Gross sales do not include sale tax collected or returned merchandise.

### 3.02 CONTRACT APPROVAL

This RFP 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 Education and Early Development, 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 (Attachment 1). 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 RFP 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 RFP 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 B<sup>1</sup>** (Attachment 2), 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 B<sup>1</sup>** must be set out in the offeror's proposal.

### **3.07 BID BOND - PERFORMANCE BOND - SURETY DEPOSIT**

Not Applicable to this RFP.

### **3.08 PROPOSED PAYMENT PROCEDURES**

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

### **3.09 CONTRACT PAYMENT**

The Contractor shall pay to the State during the entire term of this contract for the right to exercise the privileges herein contained, the amount agreed to in the contract. Any payments to the State shall be made on or before the 15th of each calendar month, unless otherwise negotiated with the Project Director. Payments to the State shall be made to the Project Director.

### **3.10 INFORMAL DEBRIEFING**

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

### **3.11 CONTRACT PERSONNEL**

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

### **3.12 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 director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director 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.

### **3.13 FAILURE TO COMPLY**

The State will notify the Contractor of unacceptable performance as soon as possible after the failure is reported. The Contractor must, without additional cost to the State, remedy and correct any deficiency in work or in articles provided in connection therewith. Upon determination of non-compliance with this contract, the Project Director will deliver to the Contractor a "Notice of Non-Compliance." Such notice shall be delivered as soon as possible after the failure is reported. The notice will include a description of the failure and a written statement of necessary remedial action to be taken by the Contractor. If the failure is not corrected within the time limits specified in the first notice, the Project Director may:

- Correct the failure utilizing State employees or a private contractor, and billing the Contractor at cost for time and materials;

- Issue a second notice of non-compliance with a penalty of up to \$300.00 owed to the State by the Contractor. (This assessment will be in addition to the contract payments specified in this contract.); or
- Institute Termination for Default proceedings as outlined below in 3.14.
- Initiate criminal prosecution, if applicable.

### **3.14 TERMINATION FOR DEFAULT**

If the project director 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**

The State reserves the right to include liquidated damages in the contract to insure the contractor's performance of all contract provisions in a timely manner.

### **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 director 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 director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Education and Early Development 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 (i) 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 (ii) 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).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

- Student names;
- Students' state school identification numbers;
- Students' test scores or grades; and
- Any other student personal information, such as address, birth date, school name, health or disciplinary information; and
- Library records described in AS 40.25.140.

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.

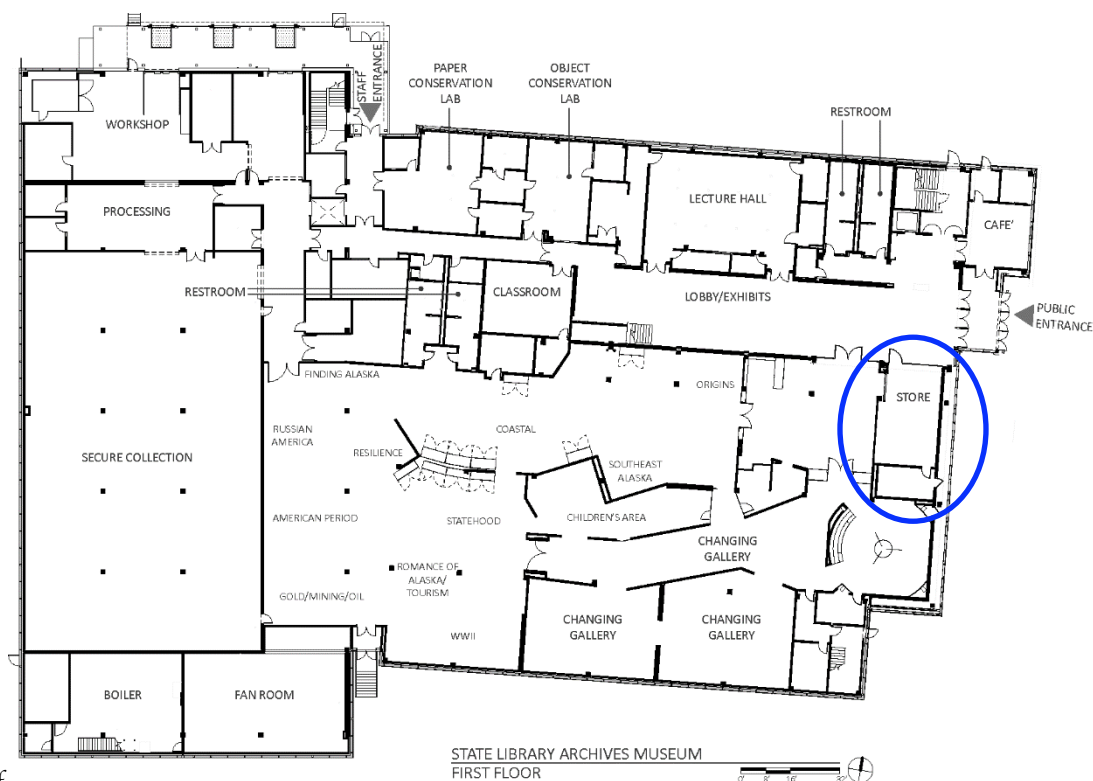
The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach 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 INFORMATION FOR OFFERORS

The Alaska State Library Archives & Museums is seeking the best vendor for the gift and book store at the Fr. Andrew P. Kashevaroff Building (APK), located at 395 Whittier Street in Juneau, Alaska. APK is the site of the Alaska State Museum galleries, the Alaska State Library reading room, and the research center for access to the Alaska State Library Historical Collections and the Alaska State Archives. The building also features a 24 seat classroom, 120-seat lecture hall, café, and a grand atrium. There are approximately 30 visitor parking places under the facility and spaces for up to 3 full-sized motor coaches (holding up to 40 passengers each) in front of the building.

The busiest season is May through September, with lower visitation the rest of the year. The gift and book store is desired year-round, but is required to be open, May through September with the exception of State observed holidays to coincide with the summer tourist season. Hours should closely align to the Museum's scheduled summer and winter operating hours beginning May 1, 2017. The museum is open daily in the summer from 8:30 AM to 5:00 PM and in the winter (October – April) 10:00 AM to 4:00 PM, Tuesday – Saturday. The store cannot set operating hours outside the seasonal, public operating hours of the APK building. The monthly rental fee of \$500.00 will be paid whether or not the gift and book store has gross sale revenue for each month of the contract.

The gift and book store is located just inside the main entry to the APK Building with the store's front entry door opening into the atrium. A second sliding door opens between the gift and book store and Museum lobby. The retail space is approximately 20' x 30' with an added office of approximately 8' x 20' at the back, for a total of 760 square feet. The space is partially furnished. Schematics attached. Note: the gift and book store does not have an exterior door with director access outdoors.





The store is conceived as a place to strengthen the visitors' understanding Alaska history, natural history, art, and culture; thus the store is to be stocked with books and items that reflect or augment the subject matter of the current temporary and permanent exhibits; treat Alaska subjects in general, relate to the features of the building; and further the combined academic, educational and cultural missions of the Division of Libraries, Archives & Museums.

Requirements of the merchandise:

1. A selection of unique Alaska-centric arts, crafts, jewelry, clothing, securely-packaged foods:
  - a. Silver Hand or Made in Alaska are preferred
  - b. Items from the Division or from the Friends of the State Libraries, Archives & Museums that promote the exhibits, collections and mission of the LAM.
  - c. Alaska-made reproductions
2. Alaskan books:
  - a. Alaska history, culture, politics, geography, biography, and other non-fiction
  - b. Alaska fiction, poetry, classic and contemporary literature
  - c. Alaska children's books and picture books for all ages
  - d. Alaskan authors
  - e. Alaskan calendars, postcards, cards, and other stationery
  - f. Publications of the Alaska Division or from the Friends of the State Libraries, Archives & Museums that promote the exhibits, collections and mission of the LAM.
  - g. Subjects specific to exhibitions in the Museum or elsewhere in the building
3. Items and books should reflect or augment the subject matter of current exhibits, the missions and goals of the organization, and the building's features.
4. The Division reserves the right and responsibility to approve or veto any merchandise.
5. The Division will provide the entire shop/office space, including lights and heat.

The successful offeror will

1. Bid for a rental as a percentage of gross sales. The gross sales is in addition to the \$500.00 rental for use of the space year-round.
2. Commit to a 3-year initial lease. Renewals will be negotiated by mutual agreement.
3. Provide wireless services for phone and data. The Gift and book store is not hard wired for phones or data and cannot be tied to the building's lines.
4. Provide and pay for other utilities as desired (e.g., security such as cameras, case alarms and additional case locks, janitorial such as trash removal, glazing and carpet cleaning, and recycling)
5. Maintain high standards of
  - a. merchandising/advertising
  - b. cleanliness
  - c. store personnel training and expectations for customer service
6. Describe experience running a retail location; merchandising in Alaska; marketing to tourists; finding, acquiring and pricing authentic Alaska Native materials, selection criteria for books, etc.
7. Describe its process to
  - a. Conduct outreach to artists/vendors for merchandise,
  - b. Take in and manage consignments from artists and authors

- c. Consult with LAM Division management to coordinate items offered for sale to have subject matter related to temporary or permanent exhibits.
- 8. Provide a comprehensive, acceptable and long-range/short-range Business Plan, including but not limited to
  - a. Financial capacity: budget, cash flow, equipment, tenant improvements, insurance projections etc., for start-up and the first three years of operation
  - b. Risk management plan and insurance
  - c. Plan to hire, manage and compensate employees
  - d. Schedules of operation
  - e. Organizational description: key employees, important advisors,
  - f. Supporting documentation such as Alaska business licenses, credit reports, letters of reference, and anything else that is relevant

## SECTION FIVE PROPOSAL FORMAT AND CONTENT

### 5.01 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 RFP and provide all information requested. Incomplete forms or failure to include any of the forms or items requested could result in a lower score with respect to the evaluation criteria to which the information pertains or may result in disqualification of the proposal.

### 5.02 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 RFP; 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.

### 5.03 RESPONSE FORMAT

#### 5.03.1. Application

Respondents to this RFP are required to submit an application using Attachment 7. This form contains basic contact information and certifications required for this RFP. It must be completed and signed by an individual authorized to bind the offeror to the provisions of the RFP.

#### 5.03.2. Operations Plan

Respondents to this RFP are required to submit an annual operations plan for the 2016 season as a part of their proposal. Attachment 8 has a suggested Operations Plan format. This plan, the contract stipulations included in this RFP and other portions of the successful Offeror's proposal shall control the Contractor's activities allowed in the facility. It is understood that all of these items may be modified by negotiations between the State and successful Offeror (which will become the Contractor). Further, the plan and contract stipulations may be modified during the period of the contract by mutual agreement of the parties.

#### 5.03.3. Business Plan

Offerors are required to submit a Business Plan. Attachment 9 has a suggested Business Plan format. Offerors should use it or another format that provides the necessary information. The Business Plan should include information on startup capital such as personal savings, letter of credit, and other information that will indicate that the Offeror is capable of obtaining sufficient financial resources to operate within the APK under their operations plan and proposed first year budget. The Business Plan will be used to evaluate the Offeror's financial and technical ability.

#### **5.03.4. Letters of Reference**

Attach a minimum of two written letters of reference from individuals or business representatives who can attest to your ability to perform successfully under this RFP.

#### **5.03.5. Offeror's Experience**

The proposal should include detailed information on the offeror's proposed staff and their experience. It is important to state the amount of time key participants will give to the operation. Provide information for all key staff that relates to their skill or experience in business management, public service.

#### **5.03.6. Sample List of Items for Sale**

The proposal shall contain a sample list of items for sale, including prices, that the offeror intends to provide in the gift shop.

#### **5.03.7. Compensation Proposal**

Offeror's must two amounts on the Compensation Worksheet (Attachment 10).

##### **5.03.7.1. Monthly Rent.**

Enter the amount you will pay per month over the term on the contract. The minimum amount is \$500.

##### **5.03.7.2. Portion of Gross Revenue.**

Enter a percentage of gross revenues that will be paid to the state. The minimum percentage is 5%. The actual amount to be paid to the state by the gift and book store operator will be based on actual gross revenue: **the percentage of gross revenue on the worksheet is not minimum amount.** The dollar amount arrived at will only be used for the awarding of points for compensation.

Submit only one Compensation Proposal in a separate, sealed envelope. No portion of the cost proposal shall be included within the body of the proposal. If submitting a proposal by e-mail, the costs proposal must be a separate attachment from the main proposal document.

### **5.04 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 6.

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 SIX EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

#### **6.01 PROPOSED OPERATION AND SERVICES (20 PERCENT)**

Information contained in the Offeror's Operations Plan will be used to evaluate this criteria.

- (1) How well does the proposal adequately address the goods and/or services, quality, and costs to the public as requested in the RFP?
- (2) How well does the proposal reflect an understanding of the enhancement and preservation of the cultural and historic resources?
- (3) How well does the proposal reflect an understanding of the operational issues and questions that are likely to arise and include realistic means of dealing with those matters?
- (4) How well does the proposal reflect an understanding of the resources and time that will be needed to provide the services requested in the RFP?
- (5) How well does the proposed operational schedule meet all the requirements specified in the RFP?

#### **6.02 MANAGERIAL ABILITY AND BUSINESS EXPERIENCE (20 PERCENT)**

Information contained in the Offeror's Business Plan, and in the required letters of reference (5.03.03) will be used to evaluate this criteria.

- (1) How well do the Offeror's resume, references, and current or past performance in this kind of enterprise indicate sound business ability and a good client/community relationship?
- (2) How well do the Offeror's resume and references prove that they have the ability to provide the required services?
- (3) How well does the Offeror demonstrate knowledge and ability with Alaskan products?
- (4) If the Offeror has no directly relevant experience, what evidence is provided that the firm has the skills and resources to successfully perform?
- (5) How long has the Offeror provided directly relevant business experience for this kind of enterprise?

#### **6.03 BUSINESS PLAN (10 PERCENT)**

Information contained in the Offeror's Business Plan will be used to evaluate this criteria.

- (1) How well does the proposal provide detailed plans, specifications, cost estimates, and a plan of operation that meets all requirements specified in the RFP, and falls within the scope of required services?
- (2) How realistic is the Offeror's business plan for the conditions and visitation expected? Is the business plan complete?
- (3) How well have all the reasonable costs for operating been considered in the business plan?
- (4) How well has the Offeror calculated their projected revenue for the business?

#### **6.04 FINANCIAL RESOURCES (10 PERCENT)**

Information contained in the Offeror's Business Plan will be used to evaluate this criteria.

- (1) How well has the Offeror demonstrated that they have enough resources (i.e.: staff, equipment, finances, etc.) committed to providing the services as required under this RFP?

#### **6.05 SAMPLE LIST OF ITEMS FOR SALE (10 PERCENT)**

Information contained in the Sample Menu (5.03.06) will be used to evaluate this criteria.

- (1) Are the rates to be charged fair and consistent for services to be provided?
- (2) How well do the items offered represent the history and culture of Alaska and the mission of the State Division of Libraries, Archives and Museums?

#### **6.06 COMPENSATION TO THE STATE (20 PERCENT)**

Information contained in the Offeror's Compensation Worksheet (Attachment 10) will be used to evaluate this criteria.

The amount of monthly rent for 31 months will be combined with a percentage of gross revenues to arrive a base dollar amount for cost. \$430,000 over 31 months will be the revenue amount used to calculate the evaluation amount for percentage of gross revenue.

#### ***Converting Cost to Points***

The highest revenue proposal will receive the maximum number of points allocated to compensation. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.16.

#### **6.07 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 SEVEN ATTACHMENTS

### 7.01 ATTACHMENTS

- Attachment 1. Standard Agreement Form
- Attachment 2. Indemnity and Insurance Requirements
- Attachment 3. Proposal Evaluation Form
- Attachment 4. Sample Notice of Intent to Award
- Attachment 5. SLAM Floor Plans
- Attachment 6. Gift Shop and Equipment List
- Attachment 7. Application
- Attachment 8. Sample Operations Plan
- Attachment 9. Sample Business Plan Format
- Attachment 10. Compensation Worksheet