

STATE OF ALASKA REQUEST FOR PROPOSALS



ALASKA STATE LIBRARIES, ARCHIVES & MUSEUMS GIFT & BOOK STORE OPERATOR

RFP 2022—0500—5121

ISSUED MAY 19, 2022

THE DIVISION OF FINANCE AND SUPPORT 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, 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.

ISSUED BY: STATE OF ALASKA

DEPARTMENT OF EDUCATION & EARLY
DEVELOPMENT

DIVISION OF LIBRARIES ARCHIVES AND MUSEUMS

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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 NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER. REGISTER AT EED.PROCUREMENT@ALASKA.GOV

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Education and Early Development, Division of Alaska State Libraries, Archives & Museums, is soliciting proposals to operate the gift and bookstore located in the Father Andrew P. Kashevaroff (APK) Building in Juneau, Alaska. The store is conceived as a place to strengthen the visitors' understanding of Alaska and further the combined academic, educational, and cultural missions of the Division of Libraries, Archives & Museums. The store is to be stocked with items and books that reflect or augment the subject matter of the temporary and permanent museum exhibits, Alaska subjects and history in general, and items related to the features of the building.

The RFP contains numerous contract stipulations that should be read and understood before a proposal is offered. The prospective contractor will decide how the facility will be managed. The prospective contractor

should have 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.

SEC. 1.02 BUDGET

The State requires a minimum monthly rental bid of \$1,000.00 per month (minimum of \$12,000 per year) for the use of the space.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **3:00 PM** prevailing Alaska Time, **THURSDAY, JUNE 16TH, 2022**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

For offers to be considered responsive offerors must meet these minimum prior experience requirements:

- **3 or more years' experience operating a gift shop, bookstore, 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 rejected.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision. All questions must be in writing and directed to the procurement officer. No further questions will be allowed after 3:00 PM, Wednesday, June 8, 2022.

Send questions to: eed.procurement@alaska.gov

To help answer common questions, please read through these FAQ's. This list is not all-inclusive but should give an idea of prior operations. Due to Covid-related shutdowns and other factors, we do not have an abundance of recent data to give.

Q: How many employees were employed, full and/or part-time, for the last three years of operation at the previous museum store?

A: One owner and two staff to cover summer operations of being open seven days a week. 9 am to 5 pm. However, the successful bidder would staff however they see fit to ensure operations cover the necessary time. Note: FY 2022 Summer hours will be open seven days a week, 9:00am – 4:30pm.

Q: What was the average per-hour or salary compensation paid per employee for the last three years of operation at the previous museum store?

A: LAM does not get involved with compensation, but the successful bidder would have to meet or exceed minimum wage standards.

Q: What was the average gross margin (mark-up) on products sold for the for the last three years of operation at the previous museum store?

A: This is a business operating decision. LAM would not know.

Q: What were the total number of paid walk-in or paid tour operator driven visitors to the museum for the last two years of operation at the previous museum store?

A: 2018 Total = 33,586; 2019 Total = 41,529

Q: What were the total number of paid walk-in or paid tour operator driven visitors to the museum since the museums re-opening?

A: 2020 (APK closed to the public March through June and November through December) = 834
2021 = 14,132

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TDD 1-800-770-8973

Return Instructions:

Offerors must submit their proposal to the procurement officer, via email.

When submitting a proposal via email, the submittal forms (A-F) must be saved as separate PDF documents and emailed to eed.procurement@alaska.gov as separate, clearly labeled attachments, such as “Vendor A – Submittal Form A.pdf”, “Vendor A – Submittal Form B.pdf”, and so on. (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line. RFP 2022-0500-5121. The offeror must use Submittal Forms A - F, which are attached to this RFP.

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.

Please note that email transmission is not instantaneous. The state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the Procurement Officer at 907-465-8654 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments. The Procurement Officer will not open documents to verify prior to the closing of the RFP.

SEC. 1.07 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) 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 date set as the deadline for receipt of proposals.

(b) 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 RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

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

(c) 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.

(d) 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 procurement officer 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 contract to be performed by the offeror.

(e) FEDERAL REQUIREMENTS

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

SEC. 1.08 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.

SEC. 1.09 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.

SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice website.

SEC. 1.11 RFP SCHEDULE

The RFP 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 deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

- Issue RFP May 19, 2022,
- Recommended on-site tour (by appointment only*) prior to June 8, 2022,
- Deadline for Receipt of Proposals 3:00 PM on June 16, 2022,
- Proposal Evaluation Committee complete evaluations by June 22, 2022,
- State of Alaska issues Notice of Intent to Award a Contract by June 23, 2022,
- State of Alaska issues contract on July 5, 2022,
- Contract starts on or before July 8, 2022.

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, 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.

*Tours are highly recommended but not required. Contact the procurement officer at eed.procurement@alaska.gov to arrange tour date and time. Tour date/times are subject to availability of the Project Manager. Every effort will be made to accommodate but no guarantee your preferred date/time will be available.

SEC. 1.12 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.

SEC. 1.13 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

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.

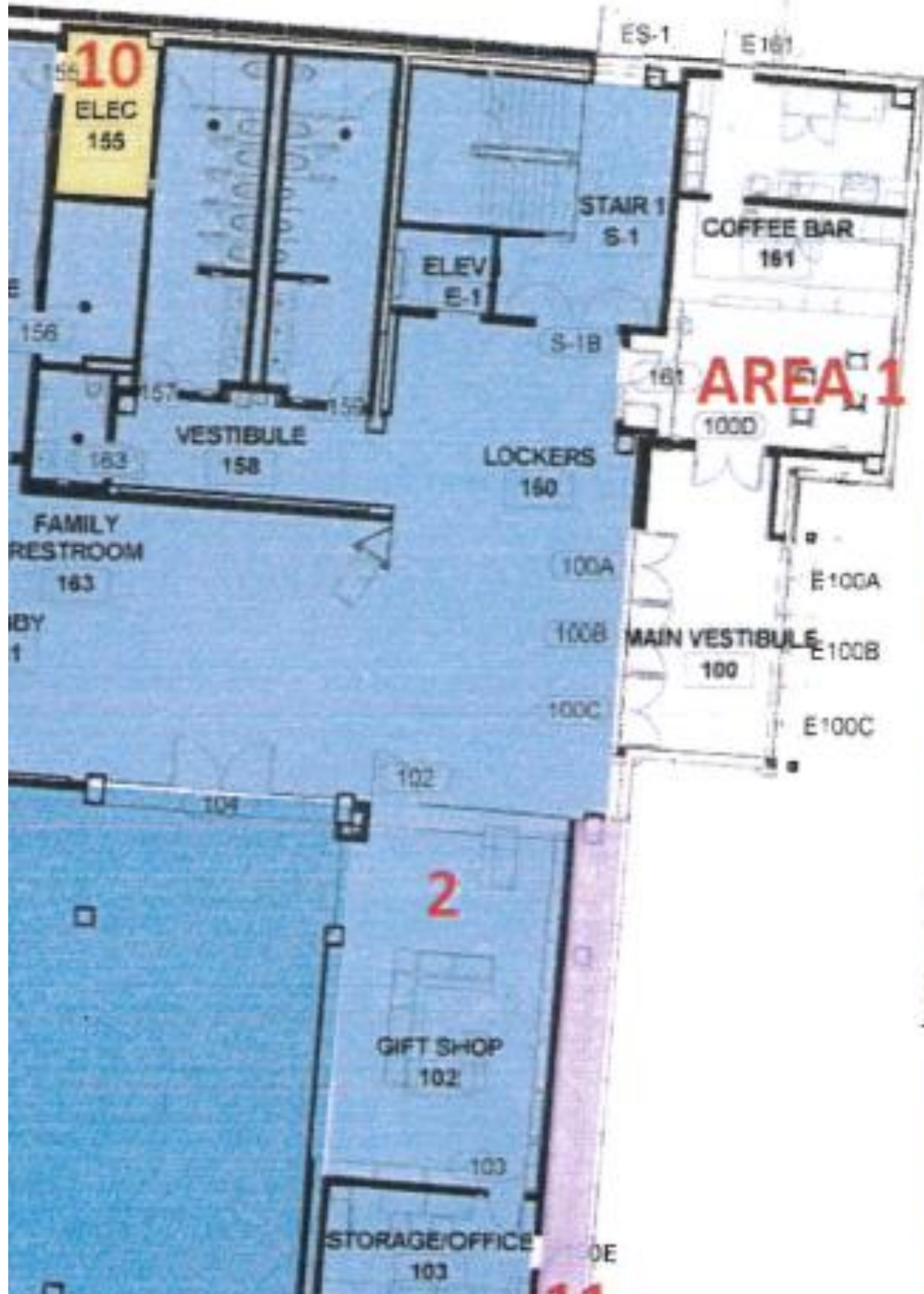
The busiest season is May through September, with lower visitation the rest of the year. The Gift and Book Store is highly desired year-round but is required at minimum to be open May through September (with the exception of State observed holidays) to coincide with the summer tourist season.

Gift and Book Store hours should closely align to the Museum's operating hours. The museum is open daily in the summer (May – September) from 9:00 AM to 4:30 PM and in the winter (October – April) 10:00 AM to 4:00 PM, Tuesday –Saturday. The Gift and Book Store does not have an exterior door with direct access outdoors. The Gift and Book Store cannot set operating hours that are an earlier start or later closing than the public operating hours of the APK Building due to the security and protection of the museum and its artifacts. Operating hours at the APK building are subject to change and the contractor is expected to alter store hours to align with changes made to the APK building hours, as needed.

The monthly rent of this contract shall be paid whether or not the Gift and Book Store has gross sales revenue for any given month of the contract. Closing for winter months does not allow contractor to skip paying monthly rent.

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, including some display fixtures, shelving, etc. Specifics on provided furnishings can be seen during the optional tour. Schematics are attached below, with retail space labeled as "2".

WOMEN 157
MEN 159



SEC. 2.02 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 site. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 2.03 SCOPE OF WORK

The Department of Education and Early Development (DEED), Division of Libraries, Archives and Museums (LAM), is soliciting proposals for a qualified vendor to operate the Gift and Book Store located inside the APK Building in Juneau, Alaska.

The store is conceived as a place to strengthen the visitors' understanding of Alaska history, natural history, art, and culture; thus, the store is expected to be stocked with quality books, gifts, jewelry, clothing and related items that reflect or augment the subject matter of the current temporary and permanent exhibits; 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.

SEC. 2.04 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately July 8, 2022, for 1 year, with two optional renewal periods of 1 year each, followed by two optional renewal periods of 3 years each. Total potential length of the contract is 9 years. Renewals are exercised at the discretion of the State of Alaska, upon mutual agreement with the vendor. If all renewals were exercised as described above, the schedule would be:

Initial Contract period: July 2022-June 2023

Optional Renewals: July 2023-June 2024

July 2024-June 2025

July 2025-June 2028

July 2028-June 2031

SEC. 2.05 DELIVERABLES

The contractor will be required to provide the following:

- A) Store inventory to include a selection of unique Alaska-centric items that reflect the items displayed in the museum:
 - 1. Arts, crafts, gifts, jewelry, clothing, securely-packaged foods:
 - a) Silver Hand or Made in Alaska or Alaska Native items 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 LAM.
 - c) Alaskan-made reproductions

2. Alaskan books and related items:

- 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

Note: 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. The Division reserves the right and responsibility to approve or veto any merchandise. The Project Manager will be the point of contact for the vendor to discuss any questions or concerns regarding product selection.

- B) 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. This is the responsibility of the contractor.
- C) 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).

SEC. 2.06 CONTRACT TYPE

This contract is a concession contract under which a **minimum** rental fee of \$1,000.00 per month (\$12,000 per year) for the use of the space must be paid to the State of Alaska. The Division will provide the entire shop/office space, including lights and heat. The contract will be awarded based on criteria set forth in Section 3 and 4 below. The monthly rent will be paid in all 12 months, whether or not the Gift and Book Store has revenue for each month of the contract, including if the vendor decides to close during winter months (optional, however not desired).

SEC. 2.07 LOCATION OF WORK

The location the work is to be performed, completed, and managed at the Father Andrew P. Kashevaroff (APK) Building 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.

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 these requirements may cause the state to reject the proposal as non-responsive or cancel the contract.

SEC. 2.08 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.09 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.10 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.

SEC. 2.11 CONTRACT PERSONNEL

Any change of the project team members must be approved, in advance and in writing, by the project director or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 2.12 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 or procurement officer may instruct the contractor to make corrections or modifications if needed 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.

SEC. 2.13 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During 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 procurement officer 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.

SEC. 2.14 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.

SEC. 2.15 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and always maintain in force 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 procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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.

Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

SEC. 2.16 TERMINATION FOR DEFAULT

If the project director or procurement 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 in **SECTION 8. ATTACHMENTS**.

SECTION 3. PROPOSAL FORMAT AND CONTENT

SEC. 3.01 PROPOSAL FORMAT AND CONTENT

The state discourages overly lengthy proposals however, for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested. This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so. There is no form for submitting the sample product line and its related requested information. The vendor may choose the best method for providing the sample product line information in an electronic format, sent along with the submittal forms.

Any Submittal Form that is being evaluated and does not follow these instructions may receive a '1' score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

SEC. 3.02 INTRODUCTION AND OFFEROR CERTIFICATIONS (SUBMITTAL FORM A)

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 for preferences. 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. An offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 3.03 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must provide a narrative description of the organizations team and a personnel roster, if known, that identifies each person who will work at the store and provide the following information about each person listed:

- Name and title,
- resume,
- number of estimated hours for everyone named

Offerors must provide at least two reference names and phone numbers for each known employee.

If it is unknown at the time of proposal who will be employed by the Offeror, please give a detailed description of your plan to employ a quality person or persons, to work in the store.

SEC. 3.04 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the contract and the contract schedule. If there are any concerns regarding the proposed contract, this should be addressed in this narrative, along with proposed solutions.

SEC. 3.05 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)

- A. 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 contract schedule.
- B. Offerors must provide a comprehensive, acceptable long-range/short-range Business Plan, including but not limited to:
 - 1. Financial capacity: budget, cash flow, equipment, tenant improvements, insurance projections etc., for the start-up and the first three years of operation
 - 2. Risk management plan and insurance
 - 3. Plan to hire, manage and compensate employees
 - 4. Schedules of operation
 - 5. Supporting documentation such as Alaska business licenses, credit reports, letters of reference, and anything else that is relevant.
- C. Offerors must provide a sample product line of at least 10 items in the form of photos, links, and/or detailed descriptions and proposed retail pricing of those sample items must be provided.
- D. Offerors must describe a minimum of three years' experience in a similar setting and the plan to finding, acquiring, and pricing authentic Alaska Native materials in partnership from Alaska Native artists and Alaska Native leadership.

SEC. 3.06 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)

- E. 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 contract schedule. Offerors must explain their ability to procure goods and their ability to maintain product variety, according to standards and selections reflected in Sec 2.05.
- F. Offerors must describe its process to/for:
 - 1. Conducting outreach to Alaska Native artists, vendors, community, and Leadership
 - 2. Take in and manage consignments from artists and authors
 - 3. Marketing to tourists
 - 4. Selection criteria for books and merchandise
 - 5. Consult with LAM Division management to coordinate items offered for sale to have subject matter related to temporary or permanent exhibits.
- G. Maintain high standards of
 - 1. merchandising/advertising
 - 2. cleanliness
 - 3. store personnel training and expectations for excellent customer service

SEC. 3.07 COST PROPOSAL (SUBMITTAL FORM F)

Offerors must complete and submit the Cost Submittal Form. Proposed rent must include total dollar amount the offeror is willing to pay to operate the Gift and Book Store in the APK building. Minimum bid is set at \$1,000 per month. Cost Proposal is to be listed as a total for 1 year. (Examples: bid of \$1000 x 12 months = \$12,000 bid; Bid of \$2,000 x 12 months = \$24,000 bid and so on.)

SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 4.01 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

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.

SEC. 4.02 ALASKA OFFEROR PREFERENCE (10%)

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

SEC. 4.03 EXPERIENCE AND QUALIFICATIONS (30%)

Proposals will be evaluated against the questions set out below:

- 1) Does the Offeror meet the minimum of 3 years in a similar role?
- 2) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? If staff is unknown, is the plan to hire staff adequate?
- 3) How well do the Offeror's references demonstrate they can provide the required services, including maintaining excellent client/community relationships?

SEC. 4.04 UNDERSTANDING OF THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified potential problems related to the project? If potential problems were identified, were there solutions offered?
- 3) How well does the proposal reflect an understanding of the enhancement and preservation of the cultural and historic resources?
- 4) Has the offeror demonstrated an understanding of the state's time schedule, and can they meet it?

SEC. 4.05 METHODOLOGY USED FOR THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

- 2) Does the proposal provide a business plan including detailed specifications, cost estimates and proposed pricing that meets all requirements specified in the RFP, and falls within the scope of required services?
- 3) How well does the Offeror demonstrate knowledge of and ability to procure Alaskan made or themed products?
- 4) How well do the items offered in the sample product line represent the history and culture of Alaska and the mission of the State Division of Libraries, Archives and Museums?
- 5) Is the product sample line adequate and the retail pricing fair?
- 6) How well does the proposal demonstrate an adequate knowledge of acquiring and selling native items?

SEC. 4.06 MANAGEMENT PLAN FOR THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all the project requirements and logically lead to the likely success of a retail store?
- 2) To what extent does the offeror already have the products or ability to obtain the products necessary to operate a gift/bookstore?
- 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?
- 5) To what degree is the proposal practical and feasible?

SEC. 4.07 CONTRACT COST (40%)

Overall, 40% 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 6.11. The minimum bid is \$1,000.00 per month (bid proposed as yearly amount).

Converting Cost to Points

The highest 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 5.16.

SECTION 5. GENERAL PROCESS INFORMATION

SEC. 5.01 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.

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference 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, PO 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:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement 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.

SEC. 5.03 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.

SEC. 5.04 CLARIFICATION OF OFFERS

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.

SEC. 5.05 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 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.

SEC. 5.06 EVALUATION OF PROPOSALS

An evaluation committee made up of at least three state employees, museum, or public officials, will evaluate the proposals. The evaluation will be based solely on the evaluation factors set out in SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION.

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 because of receiving new or amended proposals.

SEC. 5.07 CONTRACT NEGOTIATION

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 influence 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 conference room at the APK building in Juneau and/or virtually via MS Teams or similar.

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

SEC. 5.08 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.

SEC. 5.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

SEC. 5.10 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 at eed.procurement@alaska.gov

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 to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- 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."

SEC. 5.11 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 Shared Service's** web site:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- 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)

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.**

Sec. 5.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% 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 former AS 32.05, 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 Certification Form

To receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 5.13 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, 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.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

To receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 5.14 ALASKA OFFEROR PREFERENCE

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

SEC. 5.15 CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

Offeror #1	\$50,000
Offeror #2	\$37,000
Offeror #3	\$25,000

STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the highest bid will receive the maximum number of points.

Offeror #1 receives 40 points.

The highest cost proposal, in this case \$50,000, receives the maximum number of points allocated to cost.
 $\$50,000 \times 40 \text{ maximum points for cost} = 2,000,000 \div 50,000 = 40 \text{ points}$

Offeror #2 receives 29.6 points.

$\$37,000 \times 40 \text{ maximum points for cost} = 1,480,000 \div \$50,000 \text{ cost of Offeror \#1's proposal} = 29.6$

Offeror #3 receives 20 points.

$\$25,000 \times 40 \text{ maximum points for cost} = 1,000,000 \div \$50,000 \text{ cost of Offeror \#1's proposal} = 20$

(b) ALASKA OFFEROR PREFERENCE

STEP 1

Determine the number of points available to qualifying offerors under this preference.

100 Total Points Available in RFP x 10% Alaska Offeror preference = 10 Points for the preference

STEP 2

Determine which offerors qualify as Alaska bidders and thus, 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. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offeror Preference	10 points
Offeror #3	80 points	Alaska Offeror Preference	10 points

STEP 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

STEP 4

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsive and responsible.

SECTION 6. GENERAL LEGAL INFORMATION

SEC. 6.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A), once awarded. This form is attached in **SECTION 7. ATTACHMENTS** and is for your review, only. 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 in a separate document. Please include the following information with any change that you are proposing:

1. Identify the provision the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

SEC. 6.02 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 6.03 PROPOSAL AS PART OF THE CONTRACT

Part of or all of the RFP and the successful proposal may be incorporated into the contract.

SEC. 6.04 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.

SEC. 6.05 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: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 6.06 RIGHT OF REJECTION

Offerors must comply with all 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 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 counteroffer 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.

SEC. 6.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 6.08 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information.

If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 6.09 ASSIGNMENTS

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. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 6.10 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.

SEC. 6.11 SEVERABILITY

If any provision of the contract is found to be invalid or 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.

SEC. 6.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 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:

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

if the state's rights would be diminished because of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 6.13 SOLICITATION ADVERTISING

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

SEC. 6.14 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments included in this RFP:

- 1) Submittal Form A
- 2) Submittal Form B
- 3) Submittal Form C
- 4) Submittal Form D
- 5) Submittal Form E
- 6) Submittal Form F
- 7) Standard Agreement Form - Appendix A OR Standard Contract Form for Goods and Non-Professional Services. This is an example for reference only, there is no need to fill out or return.