

# REQUEST FOR QUOTE PACKAGE



## **RETURN THIS BID TO THE ISSUING OFFICE:**

### **LEGISLATIVE AFFAIRS AGENCY** Procurement and Supply Section

**Issuing Office Mailing Address:** State Capitol, 120 4<sup>th</sup> Street, Room 3, Juneau, AK 99801-1182

**Issuing Office Hand Delivery Address:** Terry Miller Legislative Office Building, 129 6<sup>th</sup> Street, Room 222, Juneau, Alaska

**RFQ NO. 665**

### **ASSEMBLY BUILDING APARTMENT WINDOW SHADES**

**SEALED PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS OR MUST BE EMAILED TO [JC.KESTEL@AKLEG.GOV](mailto:JC.KESTEL@AKLEG.GOV) BY 1:30 P.M. ALASKA TIME ON FRIDAY, AUGUST 25, 2023. FAXED PROPOSALS ARE NOT ALLOWED.**

Bidders Are Not Required to Return this Request For Quote (RFQ) package with their Bid Submission Form in sec. 3.02 (RFQ BID SUBMISSION FORM)

Under AS 36.30.020, the Alaska Legislative Council adopted procurement procedures that were based on competitive principles consistent with AS 36.30 and adapted to the special needs of the Legislative Branch. Therefore, the Legislative Branch follows its own procurement procedures (Alaska Legislative Procurement Procedures) and is not subject to the procurement procedures of the Executive Branch. However, if the Contract falls into an exemption under sec. 002 of the Alaska Legislative Procurement Procedures, the procedures will also not apply, unless and except as provided in this RFQ. Copies of the Alaska Legislative Procurement Procedures are available upon request or at: <https://aws.state.ak.us/OnlinePublicNotices/Notices/Attachment.aspx?id=137335>

**IMPORTANT NOTICE:** YOU MUST REGISTER WITH THE PROCUREMENT MANAGER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS, WHETHER YOU RECEIVED THIS REQUEST FOR QUOTE (RFQ) FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEBSITE, VIA THE MAIL, OR FROM ANOTHER SOURCE. FAILURE TO CONTACT THE PROCUREMENT MANAGER MAY RESULT IN THE REJECTION OF YOUR PROPOSAL. BIDDERS SHALL THOROUGHLY REVIEW ALL THE REQUIREMENTS OF THE RFQ WHEN SUBMITTING THEIR BIDS.

**JC Kestel, Procurement Manager**  
**PH:** 907-465-6705  
**TDD:** 907-465-4980  
**Email:** [JC.Kestel@AKLeg.gov](mailto:JC.Kestel@AKLeg.gov)

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# **SECTION ONE - NOTICES TO BIDDERS**

## **1.01 RIGHT OF REJECTION**

A Bid may be rejected if the bid contains a material alteration or erasure that is not initialed by the signer of the bid.

The Procurement Manager may waive minor informalities that:

- a) do not affect responsiveness;
- b) are merely a matter of form or format;
- c) do not change the relative standing of or otherwise prejudice other Bids;
- d) do not change the meaning or scope of the RFQ;
- e) are trivial, negligible, or immaterial in nature;
- f) do not reflect a material change in the work, services, or products requested; or
- g) do not constitute a substantial reservation against a requirement or provision.

## **1.02 PHOTOCOPIES**

Photocopied bids may be submitted.

If the Bidder chooses to submit their bid through email, a scanned copy of the original signed document, submitted by email, is sufficient to meet the requirement of this section. However, at any time, the Procurement Manager may request that an Bidder provide the Procurement Manager with the original signed document. If requested by the Procurement Manager, the Bidder shall deliver the original signed document to the Procurement Manager within five (5) business days of the request. Failure to provide the Procurement Manager with an original signed document under this paragraph may result in an Bid being determined to be unresponsive or termination of a Contract resulting from this RFQ.

## **1.03 ALASKA BUSINESS LICENSE AND LEGAL ENTITY**

The Bidder must have a current, valid Alaska business license when the bid is submitted. The Bidder must include the business license number on the bid form in sec. 3.02 (RFQ BID SUBMISSION FORM) of this RFQ when the bid is submitted. If the Bidder is a corporation or a limited liability company, the business entity must be in good standing with the State of Alaska Department of Commerce, Community, and Economic Development at the time of bid submission. **For more information regarding an Alaska business license or legal entity's status, please contact the Division of Corporations, Business, and Professional Licensing in the Department of Commerce, Community, and Economic Development at (907) 465-2550 or visit: <https://www.commerce.alaska.gov/web/cbpl>.** If an Bidder fails to comply with this paragraph, the Legislative Affairs Agency (Agency) reserves the right to disregard the bid.

## **1.04 U.S. FUNDS**

Prices quoted shall be in U.S. funds.

## **1.05 TAXES**

All bids shall be submitted exclusive of federal, state, and municipal taxes.

## **1.06 CONTACTS / RFQ QUESTIONS / CONTACT PERSON**

**BIDDERS OR THEIR AGENTS MAY NOT CONTACT ANY MEMBER OF THE LEGISLATURE OR THEIR STAFF REGARDING THIS RFQ.** All questions concerning this Request for Quote must be directed to the Procurement Manager of the Legislative Affairs Agency.

There are generally two types of questions:

- (1) A question which can be answered by directing the Bidder to the specific section of the Request for Quote where the information is found. Response to these questions may be given over the phone but are limited to directing the Bidder to a portion of the RFQ which can then be read by the Bidder.
- (2) A question that would require the Procurement Manager to clarify or interpret part of the Request for Quote or its intent. Response to this type of question will not be given except in writing via amendment to the RFQ, and Bidders must put these questions in writing; "writing" includes, but is not limited to, email; these questions should be received by the Procurement Manager at least eight (8) days prior to the deadline for receipt of Quotes.

The Procurement Manager is JC Kestel, Legislative Affairs Agency, State Capitol, 120 4th Street, Room 3, Juneau, Alaska. EMAIL: [JC.Kestel@AKLeg.Gov](mailto:JC.Kestel@AKLeg.Gov), PH: 907-465-6705, TDD: 907-465-4980.

### **1.07 REVIEW OF RFQ**

Bidders shall carefully review this RFQ, without delay, for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material must be made in writing and should be received by the Procurement Manager at least eight (8) days before the deadline for receipt of Quotes. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of an Bidder's upon which award could not be made.

### **1.08 PROTEST**

If a Bidder wishes to protest a solicitation, the award of a Contract, or the proposed award of a Contract, the protest must be filed as required by secs. 230 and 240 of the Alaska Legislative Procurement Procedures.

### **1.09 QUOTE SUBMISSION, DELIVERY, AND ACCEPTANCE**

A Bidder must submit and deliver its bid in one sealed package to the issuing office identified on Page 1 of this RFQ or may email its bid to the Procurement Manager at the email address shown on Page 1 of this RFQ, no later than the date and time listed on Page 1 of this RFQ as the deadline for receipt of Quotes. If mailed or hand delivered, the package must be marked on the outside to identify the RFQ and the Bidder. If emailed, the email must contain the RFQ number in the subject line of the email. Bidders must use the form in sec. 3.02 (RFQ BID SUBMISSION FORM) of this RFQ for submitting bids.

Only one (1) completed and signed copy of sec. 3.02 (RFQ BID SUBMISSION FORM) of this RFQ should be submitted in a sealed envelope or PDF document marked with the RFQ number on the outside of the envelope or with the RFQ number in the subject line of the email that the PDF quotation is sent in.

Emailed quotations must be submitted as an attachment in PDF format. The PDF document should be named in a format such as "Bidder A – Bid for RFQ 665.pdf" (Bidder A is the name of the Bidder).

Please note that the maximum size of a single email (including all text and attachments) that can be received by the Agency is 20 megabytes (mb). If the email containing the bid exceeds this size,

RFQ 665 Assembly Building Apartment Window Shades

Issued By: JC Kestel, Procurement Manager, Legislative Affairs Agency

Issue Date: August 4, 2023

the bid must be sent in multiple emails that are each less than 20mb and each email must comply with the requirements described in the previous two paragraphs.

The Agency is not responsible for unreadable, corrupt, or missing attachments. It is the Bidder's responsibility to contact the issuing office through email or at (907) 465-6705 - Voice, (907) 465-4980 - TDD to confirm that the emailed bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

It is the responsibility of the Bidder to ensure that their bid and any Agency-issued RFQ amendments (signed by the Bidder) are in the issuing office of the Agency prior to the scheduled bid closing time. A bid will be rejected if the bid and any signed amendments are not received prior to the closing date and time.

#### **1.10 DISCUSSIONS WITH BIDDERS**

This paragraph is removed for purposes of this RFQ.

#### **1.11 AMERICANS WITH DISABILITIES ACT**

The Alaska State Legislature complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact JC Kestel, Procurement Manager, Legislative Affairs Agency, (907) 465-6705 - Voice, (907) 465-4980 - TDD within a reasonable time, as determined by the Agency, before the bids are due, to make any necessary arrangements.

#### **1.12 PREFERENCE FOR ALASKA BIDDER**

This paragraph is removed for purposes of this RFQ.

#### **1.13 FUND OBLIGATIONS**

The availability of funds to pay for the Agency's monetary obligations under the Contract is contingent upon appropriation of funds for the particular fiscal year involved. In addition to any other right of the Agency under this Contract to terminate the Contract, if, in the judgment of the Executive Director of the Agency, sufficient funds are not appropriated, the Contract will be terminated by the Executive Director or amended, without liability of the Agency for the termination or amendment. To terminate under this section, the Agency or Project Director shall provide written notice of the termination to the Successful Bidder.

#### **1.14 CANCELLATION; REJECTION OF ALL BIDS; PREPARATION COSTS**

This RFQ does not obligate the Agency or the Alaska Legislative Council to award a Contract or to pay any costs incurred in the preparation of the bid if a Contract is not awarded. This RFQ may be cancelled, or all bids rejected, as provided in sec. 120 of the Alaska Legislative Procurement Procedures. Among the reasons that justify cancellation is that all of the responsive bids exceed the funds available for the Contract.

#### **1.15 REJECTION OF INDIVIDUAL BIDS**

A bid may be rejected in whole or in part when in the best interest of the Agency, as provided in sec. 130 of the Alaska Legislative Procurement Procedures.

#### **1.16 PROCUREMENT PROCEDURES**

If applicable, the website link to the Alaska Legislative Procurement Procedures may be found on page one of this RFQ.

### **1.17 ADDITIONAL TERMS AND CONDITIONS**

The Agency reserves the right to include additional terms and conditions in the Contract. However, these terms and conditions must be within the scope of the RFQ and may not amount to a material modification of this RFQ.

### **1.18 FORMAT OF CONTRACT**

The Contract entered into as a result of this RFQ will be in the Contract format desired by the Agency and will include the provisions of the RFQ that apply to the Contract.

### **1.19 CONTRACT NEGOTIATIONS**

This paragraph is removed for purposes of this RFQ.

### **1.20 FAILURE TO NEGOTIATE**

This paragraph is removed for purposes of this RFQ.

### **1.21 FIRM BID**

For the purpose of award, bids made in accordance with this RFQ shall be good and firm for a period of ninety (90) days from the deadline for receipt of quotation in response to the RFQ.

### **1.22 AWARD OF CONTRACT**

AWARD OF THIS RFQ MAY BE SUBJECT TO APPROVAL BY THE STATE OF ALASKA LEGISLATIVE COUNCIL.

### **1.23 AWARD CRITERIA**

All Bidders should note that final award of a Contract based on this RFQ is solely based on the price. The responsive and responsible Bidder with the lowest total bid price will be recommended for the Contract award.

### **1.24 NOTICE OF INTENT TO AWARD**

Upon selection of an apparent Successful Bidder, the Procurement Manager will issue a written Notice of Intent to Award (NIA) and send copies to all Bidders. The NIA will list the names and addresses of all Bidders and identify the bid selected for award.

### **1.25 CONTRACT AMENDMENTS**

In addition to any other amendment the parties may be allowed to make under the Contract, the terms of the Contract entered into as a result of this RFQ may be amended by mutual agreement of the parties if the Agency determines that the amendment is in the best interests of the Agency.

### **1.26 CONTRACT ASSIGNMENT/TRANSFER**

Assignment or transfer of the Contract entered into as a result of this Request for Quotation may be subject to sec. 160 of the Alaska Legislative Procurement Procedures if they apply.

### **1.27 TERMINATION OF CONTRACT**

Upon delivery of written notice to the Successful Bidder, the Contract may be terminated by the Agency or Project Director with or without cause. To terminate, the Agency or Project Director shall provide notice by email or delivery of a hard copy to the Successful Bidder, whichever method is selected in the sole discretion of the Agency or Project Director. If this Contract is so terminated and the termination is not based on a breach by the Successful Bidder, the Agency shall compensate the Successful Bidder for services and/or products provided under the terms of the Contract up to the date the termination notice is delivered, provided the Successful Bidder provides the Agency with a statement in writing containing a description of the services and/or products

provided prior to Contract termination and a copy of all documents, reports, material, and other items required to be delivered to the Project Director by this RFQ.

### **1.28 BINDING ON SUCCESSORS**

The Contract issued as a result of this RFQ and all the covenants, provisions, and conditions contained in the Contract shall inure to the benefit of and be binding upon the successors and assigns of the Successful Bidder and the Agency.

### **1.29 BREACH OF CONTRACT**

In case of a breach of the Contract, for whatever reason, by the Contractor, the Agency may procure the services from other sources and hold the Contractor responsible for damages resulting from the breach.

### **1.30 APPLICABLE LAWS**

The Successful Bidder and its Bid must comply with all applicable federal, state, and municipal labor, wage/hour, safety, and any other laws which have a bearing on the Contract, and the Successful Bidder must have all licenses, registrations, permits, and certifications required by the Agency and state and municipal law for performance of the Contract covered by this RFQ.

### **1.31 VENUE AND APPLICABLE LAW**

In the event that the parties find it necessary to litigate the terms of the Contract, the venue shall be the State of Alaska, First Judicial District at Juneau, and the Contract shall be interpreted according to the laws of Alaska.

### **1.32 RECORDS; AUDIT**

These requirements are in addition to any other records required by this RFQ. Unless the resulting Contract will be primarily for products, the Contractor shall accurately maintain detailed daily records that state the date of the service, the start and finish times of the service for each day, and describe the service done during the day. For all types of Contracts, the Contractor shall also keep any other records that are required by the Agency or Project Director. The records required by this paragraph are subject to inspection by the Agency or the Project Director at all reasonable times.

### **1.33 OWNERSHIP AND REUSE OF DOCUMENTS**

This paragraph is removed for purposes of this RFQ.

### **1.34 MATERIALS AND PROCESSES COVERED BY PATENTS, TRADEMARKS, OR COPYRIGHTS**

If the Bidder employs any design, device, material, or process covered by a patent, trademark or copyright, the Bidder shall provide for the use by suitable legal agreement with the owner. The Bidder shall indemnify and save harmless the Legislature of the State of Alaska, the Agency and their officers, agents, and employees, and any affected third party from any and all claims for infringement by reason of the use of the patented design, device, material or process, or any trademark or copyright, and shall indemnify the Agency for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement at any time during the Contract or after the completion of the Contract.

### **1.35 INDEMNIFICATION**

The Successful Bidder shall indemnify, save harmless, and defend the Agency and the Agency's officers, agents, and employees from liability of any nature or kind, including, but not limited to, costs, attorney fees, and expenses, for or on account of any and all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person or persons or

property as a result of any error, omission, or negligence of the Successful Bidder that occurs on or about the Agency's premises or that relates to the Successful Bidder's performance of its Contract obligations.

### **1.36 FORCE MAJEURE**

The Successful Bidder is not liable for the consequences of any delay or failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the Successful Bidder. For the purposes of this section, "Force Majeure" means: war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; drought; flood; earthquake; epidemic; quarantine; or strike.

### **1.37 INSURANCE**

Without limiting the Successful Bidder's indemnification responsibilities under paragraph 1.36 (Indemnification) of these Scope of Service and Services of this RFQ, it is agreed that the Successful Bidder shall purchase at its own expense and maintain in force at all times during the Contract the following insurance:

1. workers' compensation insurance as required by AS 23.30.045(d) for all employees engaged in work under the Contract and as required by any other applicable law; the Successful Bidder will be responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under this Contract; the coverage under this paragraph must include a waiver of subrogation against the State of Alaska;
2. comprehensive general liability insurance covering all business premises of, and operations by or on behalf of, the Successful Bidder in the performance of the Contract, including, but not limited to, blanket contractual coverage, products coverage, premises and operations coverage, independent contractors coverage, broad form property damage endorsement, and personal injury endorsement; the policy must have minimum coverage limits of \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable; unless waived by the Agency, the insurance policy shall name the Agency as an additional insured;
3. commercial automobile liability insurance covering all vehicles used by the Successful Bidder or any subcontractor who directly or indirectly provides services under this Contract in the performance of the Contract, with minimum coverage limits of \$500,000 combined single limit per occurrence;

Certificates of Insurance must be furnished to the Procurement Manager before a Contract is entered into. Each of the required insurance policies must provide for the Agency to receive a 30-day prior notice of any cancellation. Where specific limits are shown above, it is understood that they are the minimum acceptable limits. If a policy contains higher limits, the Agency will be entitled to coverage to the extent of the higher limits. All insurance policies must comply with, and be issued by, insurers licensed to transact the business of insurance in Alaska or in another state.

All insurance shall be considered to be primary and non-contributory to any other insurance carried by the Agency through self-insurance or otherwise.

In addition to providing the above coverages, the Contractor shall require that all indemnities obtained from any subcontractors be extended to include the Agency as an additional named indemnitee. The Contractor shall further require that the Agency be named as an additional insured on all liability insurance policies maintained by all subcontractors under their Contracts with the Contractor, and that an appropriate waiver of subrogation in favor of the Agency be obtained with respect to all other insurance policies.

### **1.38 TIME**

Time is of the essence.

### **1.39 HUMAN TRAFFICKING**

By the Bidder's signature on their Bid, the Bidder certifies that the Bidder is not headquartered in a country recognized as Tier 3 in the most recent U.S. Department of State's Trafficking in Persons Report.

In addition, if the Bidder conducts business in but is not headquartered in a country recognized as Tier 3 in the most recent U.S. Department of State's Trafficking in Persons Report, a certified copy of the Bidder's policy against human trafficking must be submitted to the Agency prior to Contract award.

The most recent U.S. Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/bureaus-offices/under-secretary-for-civilian-security-democracy-and-human-rights/office-to-monitor-and-combat-trafficking-in-persons/>

If an Bidder fails to comply with this sec. 1.39 (HUMAN TRAFFICKING), the Agency may, without liability, reject the Bidder's bid as non-responsive, cancel an intent to award to the Bidder, or cancel the resulting Contract to the Bidder.

### **1.40 COVERAGE UNDER ETHICS LAW**

Certain provisions of the Legislative Ethics Act (AS 24.60) apply to legislative consultants, legislative independent contractors, and their employees. It is the responsibility of the Contractor to review AS 24.60 and determine whether the Contractor is in compliance with AS 24.60.

### **1.41 MORE THAN ONE BID SUBMISSION**

### **1.42 PRE-PROPOSAL TELECONFERENCE AND SITE VISIT**

All prospective Bidders are encouraged to attend in person or call into the pre-bid teleconference. This pre-bid teleconference will be held on Friday, August 11, 2023, at 10:00 a.m., Alaska Time. To attend, Offerors shall either attend in person at the Terry Miller Legislative Office Building (TMLOB) in Juneau, Alaska at 129 6th Street, 1st floor conference room, Juneau, Alaska, or call one of the following teleconference lines: 907-586-9085 (Juneau), 907-563-9085 (Anchorage), or 1-844-586-9085 (toll free outside of Juneau and Anchorage).

The purpose of the pre-bid teleconference and site visit is to discuss details of the RFQ with the prospective Bidders and allow them to ask questions concerning the RFQ. In person and/or call-in attendance at the pre-bid teleconference is not mandatory.

Following the teleconference, the Agency will coordinate a site visit of the ABA for the purpose of planning and preparing the Bidder's Bid for this RFQ. The site visit will be limited to 20 minutes, will be limited to certain areas of the facility because of active renovations, and all visitors

attending will be required to follow the onsite renovation contractor's visitor requirements and current Legislative Building policies while on site.

The Agency will not provide any information that was given or details that were discussed during the teleconference or site visit to potential Bidders that do not attend the teleconference or site visit. Participants should read the RFQ and come prepared to discuss any concerns and ask questions related to the work site.

Questions asked during the teleconference and site visit will be answered in accordance with paragraph 1.06 (Contacts / RFQ Questions / Contact Person). The Procurement Manager may request potential Bidders to submit questions in writing for further clarification.

Bidders with a disability needing accommodation should contact the Procurement Manager prior to the date set for the pre-proposal teleconference and site visit so that reasonable accommodation can be made.

### **1.43 SCHEDULE OF EVENTS**

This schedule represents the Agency's best estimate. If one component is delayed, the remainder of the schedule may be shifted an equivalent number of days.

RFQ Issue Date	August 4, 2023
Deadline for Receipt of Quotes – Bids Opened	August 25, 2023
Contract Awarded	August 28, 2023
Agency Signs Contract	September 8, 2023

## **SECTION TWO - RFQ SPECIFICATIONS**

### **2.01 PURPOSE OF RFQ**

The Legislative Affairs Agency (Agency) is soliciting bids from qualified Contractors (Contractor) to provide and install window shades at the Assembly Building Apartments (ABA) in Juneau, Alaska. The ABA is a three-story building that will have 14 studio and 19 one-bedroom apartments and an underground parking garage.

A more detailed description of the project including the work and products that is to be performed and installed is described in section two (RFQ Specifications) of this RFQ.

### **2.02 SCOPE OF WORK**

The ABA is undergoing a renovation to return the building to apartments, the purpose for which the building was originally constructed in 1932. The ABA is a three-story building with an underground parking garage. Once renovations are completed, the ABA will have 14 studio and 19 one-bedroom apartments with underground parking. The Agency has prepared this RFQ package for soliciting sealed bids from qualified Contractors to provide and install residential style window shades for the newly renovated ABA. The ABA is planned to have full occupancy during the Legislative session that begins in mid-January of 2024.

The window jam casework is scheduled to be completed in late October and the Contractor will have access to ensure final measurements of each window before the products are ordered. The measurements that are provided in this RFQ are the planned finish dimensions, however, slight variances of less than one inch may occur from one window to the next.

The product, finishes, options, and quantities of each item are included in the product list in paragraph 2.03 (Product List) of this RFP. The Bidder may only submit one (1) proposal in response to this RFP. Substitute items will not be allowed unless approved in advance by the Agency.

#### **1. WORK REQUIRED:**

The Contractor will provide the following Work:

- a. Assure compliance with the requirements of the Contract.
- b. Verify final measurements of each window within the building before ordering products needed for the project.
- c. A complete list of all materials required to complete this project, with pricing for each item.
- d. Placement and management of orders for production, including confirmation of availability of all products, styles, sizes, finishes, and colors.
- e. Receive and securely store all products and materials until delivery to the ABA. Timing of deliveries to ensure all components are available at the site when required for installation. Delivery and installation shall be sequenced to begin December 4, 2023, and be completed in phases by January 5, 2024.
- f. Provide at no additional cost all labor, freight, transportation, handling, packing, and crating, needed to deliver the products to the designated location.

- g. Complete installation of the new window shades, including, but not limited to assembly, mounting, removal and disposition of all packing materials, and clean-up.
- h. Hard copy and electronic format (pdf) of manufacturer's recommended cleaning and maintenance procedures. Provide maintenance training and instruction to Agency personnel.

2. DETAILED TASKS:

- a. The Contractor shall provide all safety and protection equipment necessary during delivery and installation operations for the Contractors staff and Subcontractors of the Contractor.
- b. The Work shall be performed in a professional, skilled manner and must comply with the best practices of the trade.
- c. The Contractor and Project Director shall conduct a final acceptance inspection of all products after the Contractor has delivered, installed, set up all window shades, and removed all shipping and packing material from the ABA.

3. REPAIR/REPLACEMENT: The Contractor is responsible for repair/replacement of damages caused to the property caused by Contractor's equipment and/or employees of the Contractor.

**2.03 PRODUCT LIST**

The Product List below provides details pertaining to the item description, item quantities, fabric selections, finish selections, hardware selections and installation locations for each apartment in the ABA. The Contractor shall provide, deliver, and install the products listed below or an Agency approved substitute in the quantities as shown to the apartment listed. No substitute

**ITEM# 1**

151 each Window Shades:

**Brand:** Hunter Douglas  
**Collection:** Applause  
**Control System:** LiteRise  
**Control System Style:** Duolite  
**Blinds on Headrail:** Single Panel Shade  
**Fabric Type:** E55 - Amity 3/4" Room Darkening  
**Color:** 1271 - Soft Wool  
**Top Fabric:** E20 - Crystalline 3/4" Sheer  
**Top Fabric Color:** 513 – Rock Crystal  
**Planned Width:** 34 1/4"  
**Planned Height:** 56 1/4"  
**Moving Rail Option:** Exposed  
**Mount Type:** Inside Mount  
**Locations:** All Apartments

## **ITEM# 2**

1 each Window Shade:

**Brand:** Hunter Douglas  
**Collection:** Applause  
**Control System:** LiteRise  
**Control System Style:** Duolite  
**Blinds on Headrail:** Single Panel Shade  
**Fabric Type:** E55 - Amity 3/4" Room Darkening  
**Color:** 1271 - Soft Wool  
**Top Fabric:** E20 - Crystalline 3/4" Sheer  
**Top Fabric Color:** 513 – Rock Crystal  
**Planned Width:** 34 1/4"  
**Planned Height:** 20"  
**Moving Rail Option:** Exposed  
**Mount Type:** Inside Mount  
**Locations:** Apartment 109

### **2.04 GENERAL TERMS AND CONDITIONS OF ENSUING CONTRACT**

1. **TERM:** The Contract will not take effect until signed by the Executive Director or her designee. Prices shall remain firm for the duration of the Contract. All contracted products must be properly installed in the ABA no later than the close of business on January 5, 2024. The Project Director will perform a final inspection and acceptance of the installed products.
2. **INVOICES:** Contractor will verify invoices for accuracy before submission to Project Director for payment. The Contractor will submit invoices within thirty (30) days of completion of the work and installation of the products. Payment will be made after delivery and acceptance of the work rendered and products installed as described by the received invoice. The Contractor may invoice the Agency in phases to match the installation phases if so desired by the Contractor. The Agency will not pay invoices or provide any prepurchase deposits or funds for products that have not been installed and accepted by the Agency as fully installed and operational.
3. **PROJECT DIRECTOR:** The Project Director is the Capitol Complex Maintenance Foreman for the Agency. The Project Director's office is located at the Alaska State Capitol, 120 4<sup>th</sup> Street, Rm. 12, Juneau, Alaska.
4. **CONTRACTORS REPRESENTATIVES:** To facilitate contract administration by the Project Director and authorized Agency representatives, the Contractor shall provide the following:
  - a. At least one (1) individual who will represent the contractor in every aspect pertaining to the work and products required by this RFQ. The individual required under this paragraph must be the Contractor's Project Manager. The individual described under this paragraph must be identified by the offeror and available within 24 hours of entering into a contract resulting from this RFP. The representative, their location, and their availability must be satisfactory to the Agency.

- b. The Contractor's Representative shall be available Monday through Friday between the hours of 9am to 5pm Alaska Time except for State of Alaska holidays for the purpose of receiving calls and emails from the Agency throughout completion of the Contract requirements. The appropriate phone numbers and email address shall be supplied to the Agency upon execution of the resulting Contract.

5. CONTRACTORS DUTIES:

- a. The Contractor's authorized representatives shall act as liaison to the Agency.
- b. The Contractor will ensure that the products installed will meet the required specifications and quality craftsmanship of the products described in this RFP, that includes but is not limited to warranty terms, weight limits, finish and fabric selections, and appearance of the installed products.

6. SERVICE REQUIREMENTS:

- a. New Products: All products offered in response to this RFQ must be new. New means products that are currently in production by the manufacturer and are still the latest model, edition, or version generally offered. The products must be warrantied as new by the manufacturer and may not have been used for any purpose other than display (not demonstration), prior to its sale to the Agency. The Agency will not accept remanufactured, used, or reconditioned products. It is the Contractor's responsibility to ensure that each product, component, and accessory installed or delivered to the Agency complies with this requirement. A Contractor's failure to comply with this requirement will cause the Agency to seek remedies for breach of contract.
- b. Warranty: All products offered must carry, at minimum, a five-year warranty. Warranties on all products shall be advised in the Offerors proposal and the Offeror must provide all warranty work, service, and provide all manufacture correspondence and requirements needed to make a warranty claim on behalf of the Agency during the warranty period.
- c. Installation: All products must be installed by certified installers in accordance with the manufacturer's recommended installation instructions and in the apartments designated by the Agency. All product components shall be installed level, plumb, square, and with proper alignment. The components shall be securely interconnected and securely attached to the building where required.

Upon completion of installation, all products shall be cleaned, and the area shall be left in a clean and neat condition. The Contractor's Project Manager and the Agency's Project Director shall complete a walk-through of each apartment to examine the apartments interiors for damage and to examine the installed products and ensure the proper products, fabrics, finishes, hardware were installed in the proper locations and in accordance with the final layouts. Any defects in the apartment interiors or material, products, or installation shall be repaired, and damaged products that cannot be satisfactorily repaired shall be replaced. A properly qualified contractor must make any repairs needed to the apartment interiors.

On-site regular working hours are 8:00 a.m. – 5:00 p.m. Monday through Friday. Most of the installation work is anticipated to be during regular working hours, alternative working hours

must be approved by the Project Director and shall not result in any additional cost to the Agency. Limited non-secure storage may be available to the Contractor for staging and installation purposes.

## **2.05 LOCATION OF WORK**

The location that the Scope of Work and Products are to be performed, completed, managed, and installed at is:

Assembly Building Apartments (ABA)  
211 4th Street  
Juneau, Alaska 99801

A floor plan of the ABA can be obtained by potential Bidders by registering with the Procurement Manager.

## **SECTION THREE – ATTACHMENTS**

### **3.01 ABA FLOOR PLANS**

Attachment 3.01 (ABA Floor Plans) representing apartment layouts, window locations for the project; and are provided as a separate attachment to the RFQ when a Potential Bidder registers with the Procurement Manager for this RFQ.

### 3.02 RFQ BID SUBMISSION FORM

**RFQ Number:** 665

**RFQ Title and Description:** Assembly Building Apartment Window Shades

#### BIDDER

**Contractor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Email address:** \_\_\_\_\_

**Alaska Business License No.:** \_\_\_\_\_

#### QUOTE FOR THE SERVICES REQUEST

The Bidder hereby provides the price(s) listed below in accordance with the RFQ as the Total Proposed Contract Prices for the services outlined in RFQ 665. Below represents a basis for each chargeable service that will be made a part of the resulting Contract. The representations in the categories below are for evaluation purposes and to establish the prices of each service performed by the Contractor throughout the Contract. The prices provided shall include all costs associated with administration, travel, per diem, freight, supplies, equipment rentals, repairs, personnel, permits, installation and all other necessary tools, to complete the Work and provide the Products as required in this RFQ.

#### Price of Work and Products listed this RFQ:

**A. ITEM# 1 :.....\$** \_\_\_\_\_ **Per Window Shade times (x) 151 each equals (=)\$** \_\_\_\_\_ **+**

151 each Window Shades:

**Brand:** Hunter Douglas

**Collection:** Applause

**Control System:** LiteRise

**Control System Style:** Duolite

**Blinds on Headrail:** Single Panel Shade

**Fabric Type:** E55 - Amity 3/4" Room Darkening

**Color:** 1271 - Soft Wool

**Top Fabric:** E20 – Crystalline 3/4" Sheer

**Top Fabric Color:** 513 – Rock Crystal

**Planned Width:** 34 1/4"

**Planned Height:** 56 1/4"

**Moving Rail Option:** Exposed

**Mount Type:** Inside Mount

**Locations:** All Apartments

**B. ITEM# 2 :.....\$** \_\_\_\_\_ **Per Window Shade times (x) 1 each equals (=)\$** \_\_\_\_\_ **=**

1 each Window Shade:

**Brand:** Hunter Douglas

**Collection:** Applause

**Control System:** LiteRise

**Control System Style:** Duolite

**Blinds on Headrail:** Single Panel Shade

**Fabric Type:** E55 - Amity 3/4" Room Darkening

**Color:** 1271 - Soft Wool

**Top Fabric:** E20 – Crystalline 3/4" Sheer

**Top Fabric Color:** 513 – Rock Crystal

**Planned Width:** 34"

**Planned Height:** 20"

**Moving Rail Option:** Exposed

**Mount Type:** Inside Mount

**Locations:** Apartment 109

**C. Total of Proposed Contract Prices: (A. + B. = C.)**

(to be used for bid evaluation purposes and as Contract prices)

**Total of Proposed Contract Prices \$** \_\_\_\_\_

By signature on this Proposal Form, Bidders 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 RFQ; (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; (g) that the Bids will remain open and valid for at least 90 days from date of submission of Bid to Agency; and (h) that programs, services, and activities provided to the general public under the resulting Contract will conform to the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government. If a Bidder fails to comply with (a) through (h) of this paragraph, the Agency reserves the right to disregard the proposal.

**COMPANY NAME OF BIDDER:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_